

**VILLAGE OF LA GRANGE  
BOARD MEETING**

**MONDAY, MAY 12, 2014**

**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, May 12, 2014 – 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.*
  
3. PUBLIC COMMENTS REGARDING AGENDA ITEMS
  - After the Village Clerk has announced the items included on the Omnibus Agenda and under Current Business, members of the public will have the opportunity to speak about any matter that is listed 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. Resolution – Request to Close La Grange Road/Pet Parade
  
  - B. Willow Springs Road Traffic Signal Project: (1) Construction Engineering Services Agreement for Federal Participation; (2) Construction Engineering Task Order; (3) Local Agency Agreement for Federal Participation; (4) Traffic Signal Maintenance Agreement; (5) Easement Agreement Between the Village of La Grange, Village of Western Springs and the Lyons Township High School District 204; (6) Easement Agreement Between the Village of La Grange, Village of Western Springs and Park District of La Grange
  
  - C. Award of Contract – (1) Construction of Cossitt Avenue Water Main Replacement Project From Gilbert Avenue to Leitch avenue; (2) Construction Engineering Services Agreement

- D. Engineering Services Agreement – FY 2014-2015 Neighborhood Street Resurfacing Project
- E. Engineering Services Agreement — Kensington Avenue Resurfacing Project
- F. Ordinance – Disposal of Surplus Property
- G. Minutes of the Village of La Grange Public Hearing and Board of Trustees Regular Meeting, Monday, April 28, 2014
- H. Consolidated Voucher 140512

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 - “Ahhh La Grange Carnival: *Referred to Trustee Nowak*
- B. Resolution – Request for Class 6(b) Assessment Reduction 501 Shawmut Avenue: *Referred to Trustee Nowak*
- C. Ordinance – Amendments to Zoning Code Regarding Medical Cannabis Dispensaries: *Referred to Trustee Holder*
- D. Geographic Information Systems (GIS) (1) Membership Agreements GIS Consortium (2) Professional Services Agreement – Municipal GIS Partners: *Referred to Trustee Palermo*
- E. Resolution — Authorizing the Village of La Grange, in Concert with the Village of La Grange Park and the Village of Western Springs, to Proceed with the Design Phase of a Consolidated Public Safety Dispatch Center: *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.*

- A. Electrical Aggregation – Status Update Regarding ComEd Default Rate
- B. Police Department – Proposed Change in Departmental Structure

7. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA

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

8. EXECUTIVE SESSION

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

9. TRUSTEE COMMENTS

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

10. ADJOURNMENT

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

**OMNIBUS VOTE**

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: May 12, 2014

RE: **RESOLUTION - REQUEST TO CLOSE LA GRANGE ROAD/  
PET PARADE**

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In preparation for the 68<sup>th</sup> Annual La Grange Pet Parade on Saturday, May 31, 2014, the Village must request authorization from the Illinois Department of Transportation to close La Grange Road between 47<sup>th</sup> Street and Burlington Avenue. The attached resolution serves as the Village's request for such approval.

Chief Holub will coordinate the closure of any local streets, as well as detouring traffic around the parade route.

Staff recommends that the resolution be approved.

VILLAGE OF LA GRANGE

RESOLUTION NO. R-14-

REQUEST TO CLOSE LA GRANGE ROAD/PET PARADE

WHEREAS, Pets and Pals Charities, Ltd., is sponsoring a Pet Parade in the Village of La Grange; and

WHEREAS, this parade will require the temporary closure of La Grange Road, Routes 12-20-45, a state highway in the Village of La Grange; and

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes IDOT to issue permits to local authorities to temporarily close portions of state highways for such public purposes or needs as parades and local celebrations;

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of La Grange that permission to close La Grange Road between 47th Street and Burlington Avenue on Saturday, May 31, 2014, between 8:30 a.m. and noon, be requested of IDOT.

BE IT FURTHER RESOLVED that if such permission is granted by IDOT, all highway traffic during the periods of time specified shall be detoured over 47th Street to East Avenue to Ogden Avenue to La Grange Road.

BE IT FURTHER RESOLVED that if such permission is granted by IDOT, the Village of La Grange assumes full responsibility for the direction, protection and regulation of the traffic during the time the detour is in effect, and all liabilities for damages of any kind occasioned by the closing of the state highway, and it is further agreed that efficient all-weather detours will be maintained to the satisfaction of the Department and conspicuously marked for the benefit of traffic diverted from the state highway.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to IDOT to serve as a formal request for the permission sought in this Resolution.

ADOPTED AND APPROVED by the President and Village Board of Trustees of the Village of La Grange this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

ATTEST:

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

4-A.1

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: May 12, 2014

RE: **WILLOW SPRINGS ROAD TRAFFIC SIGNAL PROJECT: (1) CONSTRUCTION ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION; (2) CONSTRUCTION ENGINEERING TASK ORDER; (3) LOCAL AGENCY AGREEMENT FOR FEDERAL PATICIPATION; (4) TRAFFIC SIGNAL MAINTENANCE AGREEMENT; (5) EASEMENT AGREEMENT BETWEEN THE VILLAGE OF LA GRANGE, VILLAGE OF WESTERN SPRINGS AND THE LYONS TOWNSHIP HIGH SCHOOL DISTRICT 204; (6) EASEMENT AGREEMENT BETWEEN THE VILLAGE OF LA GRANGE, VILLAGE OF WESTERN SPRINGS AND PARK DISTRICT OF LA GRANGE**

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A corridor study was initiated several years ago to assess traffic calming and pedestrian safety within the Willow Springs Road Corridor from 47<sup>th</sup> Street on the north to just south of the Adventist La Grange Memorial Hospital south access driveway. This study was a cooperative effort between the Village of La Grange, the Village of Western Springs and Lyons Township High School (LTHS.) The Park District of La Grange (PDLG) and La Grange Memorial Hospital were invited and also participated in the discussions. The purpose of this study was to evaluate existing traffic and pedestrian conditions within the corridor and make recommendations for improvements based on the analysis of the data collected and application of accepted traffic engineering practices. Furthermore, this study is in line with the Village's overall strategy of evaluating and making recommendations for pedestrian improvements throughout the Village.

The report was completed in March, 2011 by KLOA, Inc., La Grange's traffic engineering consultant. From the signal warrant analysis, KLOA determined that a signal is warranted within the corridor at the preferred intersection location of Willow Springs Road and the southern entrance to LTHS based on the total number of pedestrian crossings within the corridor and the anticipated redirected volume of traffic to the future signalized intersection. Furthermore, KLOA recommended that the existing crosswalk at Mason Drive be enhanced to provide greater visibility for pedestrians crossing. Additionally, KLOA recommend that the school speed zone identification signs be enhanced with flashing lights to draw more attention to the school speed zone.

In summary, proposed improvements contained within the report included the following:

1. Installation of a traffic signal at the southern entrance of LTHS.
2. Reconfiguration of internal roadways and drop-off and pick-up procedures within the LTHS campus.
3. Alignment of the driveway entrances at Denning Park with the proposed signal at LTHS.
4. Installation of east-west sidewalk through Denning Park to provide connectivity to existing neighborhood sidewalk system.
5. Enhanced crosswalk at Mason Drive.
6. Enhanced school speed zone signs with flashing yellow beacons.

The consensus of the intergovernmental team was to pursue the implementation of the recommendations identified in the corridor study. Based on the scope of work and cost estimates in the corridor study, La Grange and Western Springs applied for and 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 amount of \$231,000. Since the STP funding requires a 30% matching contribution, La Grange with the assistance of State Representative Jim Durkin was able to repurpose a State grant in the amount of \$90,000 towards this project. These Federal and State grant funds represent a significant cost savings to the stakeholders for this project.

An intergovernmental agreement was then drafted in order to establish cost participation for the remaining \$9,000 of estimated project expenses, define the responsibilities of the project participants, and create the framework for granting easements. The agreement was executed in November 2012 and establishes La Grange as the lead participant with financial participation by La Grange, Western Springs and LTHS. The agreement states that permanent easements will be granted by LTHS and PDLG for the traffic signal in order to allow the placement of traffic signal equipment and detector loops on their property. Additionally, the agreement states that La Grange and Western Springs will enter into a future traffic signal maintenance agreement in which the costs for the maintenance of the traffic signal will be split.

The recommended improvements identified on LTHS and PDLG property are to be coordinated and funded by these organizations. Specifically the alignment of the driveway entrances at Denning Park with the proposed signal and the installation of an east-west sidewalk through Denning Park have been completed. LTHS has indicated that the reconfiguration of the internal roadways and drop-off and pick-up procedures are to coincide with the traffic signal installation work.

In November 2012, an agreement with Baxter and Woodman was executed to complete the plans and specifications for both the civil engineering and traffic signal work. The project plans have been completed and were approved by IDOT in January 2014. The scope of work includes the installation of a traffic signal at the intersection of Willow Springs Road and the LTHS/Denning Park Access Road, curb and gutter, and sidewalk repair and installation, installation of signage and beacons, pavement markings, and parkway restoration.

In order to install, and maintain the proposed traffic signal a permanent easement and a temporary construction easement are required over portions of property owned by both LTHS

and PDLG. LTHS and PDLG have agreed to grant the Village of La Grange and the Village of Western Springs these permanent easements for the traffic signal installation and for reconstruction, maintenance, repair, and replacement of the traffic signal devices. Village Attorney Mark Burkland has prepared the attached easement agreements. Staff recommends approval of these easements with both LTHS and PDLG. La Grange and Western Springs have also agreed to split the cost of maintaining the new traffic signal as approved in the initial intergovernmental agreement for this project. Attached for your consideration is an intergovernmental traffic signal maintenance agreement prepared by Village Attorney Mark Burkland. The agreement defines the responsibility for maintaining the signal, cost participation, and other legal considerations. Staff recommends approval of this agreement.

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 construction engineering work and with IDOT for the federal STP funding.

The first agreement is for approval of the Construction 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 perform construction management for this project. Baxter & Woodman proposes to complete all construction inspection, IDOT mandated documentation, and preparation of all contractor payments for an amount not-to-exceed \$32,000. The second agreement is for the authorization to execute a task order with Baxter & Woodman for this work in accordance with their municipal engineering task order contract.

In order to receive the federal funds that have been allocated through the Central Council of Mayors, the third 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 \$247,100.

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

1. Construction Engineering Services Agreement for Federal Participation
2. Local Agency Agreement for Federal Participation
3. Task Order Agreement No. 61 – Municipal Engineering Contract

Staff recommends approval of these agreements.

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

<b>Willow Springs Road Traffic Signal Project</b>	<b>BUDGET</b>
Expenses	
<b>Engineering</b>	
Phase 2 - Development of Plans and Specifications	40,000
Phase 3 – Construction Engineering	32,000

<b>Subtotal</b>	<b>72,000</b>
<b>Construction</b>	<b>321,000</b>
<b>Total</b>	<b>393,000</b>
<b>Revenues</b>	
Federal Surface Transportation Program Funding (STP) – FY13	28,000
Federal Surface Transportation Program Funding (STP) – FY14	247,100
State of Illinois – Legislative Appropriation – DCEO	90,000
Village of La Grange	9,300
Village of Western Springs	9,300
Lyons Township High School District 204	9,300
<b>Total</b>	<b>393,000</b>

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

<b>Action</b>	<b>Completion Date</b>
IDOT Project Letting	August 1, 2014
Notice to Proceed	September 2014
Begin Construction	October 2014
Construction Completion	Spring 2015

Based on IDOT procedures, the earliest available bid opening date for the project is August 1, 2014. Since the contracts for construction are through the state due to federal funding requirements any delay in executing the contract may delay completion of the project. This presents a potential challenge in constructing the project this year as concrete and asphalt plants close in late fall. Additionally, ordering and manufacturing the traffic signal equipment typically has a long lead time.

In summary it is our recommendation that the Village Board approve the agreements with Baxter & Woodman for engineering services in the amount of \$32,000 for construction engineering services. We also recommend that the Village Board approve agreements between the Village and IDOT for use of the federal STP funds in the amount of \$247,100. The approval of these documents is required in order to receive the federal STP funds for the project. We also recommend approval of two easement agreements between La Grange, Western Springs, LTHS and PDLG. Lastly, we recommend approval of an intergovernmental agreement between La Grange and Western Springs for traffic signal maintenance.



Prepared by and after  
recording return to:

Mark E. Burkland  
Holland & Knight LLP  
131 South Dearborn Street, 30th Floor  
Chicago, Illinois 60603

**AN AGREEMENT GRANTING PERMANENT AND TEMPORARY  
EASEMENTS FOR A TRAFFIC SIGNAL INSTALLATION  
AND RELATED IMPROVEMENTS IN AND AROUND  
THE INTERSECTION OF WILLOW SPRINGS ROAD  
AND THE LTHS / DENNING PARK ACCESS ROAD**

THIS AGREEMENT is dated as of \_\_\_\_\_, 2014, (the "*Effective Date*") and is by and among the Village of La Grange, an Illinois municipal corporation, ("*La Grange*"), the Village of Western Springs ("*Western Springs*"), and the Lyons Township High School District 204 ("*LTHS*");

RECITALS:

A. LTHS is the record owner of the real property commonly known as Lyons Township High School South within Western Springs' corporate limits, which real property is legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "*High School Property*").

B. The High School Property is located across the street from property owned by the Park District of La Grange (the "*Park District*") and commonly known as Denning Park within La Grange's corporate limits. The High School Property abuts the intersection of Willow Springs Road and the northern LTHS / Denning Park access road (the "*Intersection*").

C. La Grange, LTHS, Western Springs, and the Park District desire to install, maintain, repair, and replace from time to time a traffic signal and related improvements (the "*Traffic Signal Installation*") at the Intersection to improvement pedestrian safety and vehicular movements within and adjacent to the Intersection. La Grange and Western Springs will share responsibility for the ongoing maintenance of the traffic signal.

D. To accomplish the Traffic Signal Installation, La Grange and Western Springs require a permanent easement and a temporary construction easement over a small portion of the High School Property. The area to be impressed with a permanent easement (the "*Permanent Easement Premises*") is legally described in Exhibit B and depicted as the "Permanent Easement" in Exhibit C, both of which are attached hereto and, by this

reference, incorporated herein and made a part hereof. The area to be impressed with a temporary easement is legally described in Exhibit B and depicted as the "Temporary Construction Easement" in Exhibit B (the "*Temporary Easement Premises*"). The Permanent Easement Premises and Temporary Easement Premises may be referred to collectively as the "*Easement Premises*."

NOW, THEREFORE, in consideration of the provisions of this Agreement, La Grange, Western Springs, and LTHS agree as follows:

Section 1. Grant of Permanent Easement. LTHS hereby grants, conveys, warrants, and dedicates to La Grange and Western Springs and their successors and assigns (the "*Grantees*") a permanent, exclusive easement for the Traffic Signal Installation and for reconstruction, maintenance, repair, and replacement of traffic signal devices (the "*Traffic Signals*") from time to time, subject to the terms and conditions of this Agreement, in, upon, over, under, through, along, and across the Permanent Easement Premises, together with all reasonable rights of ingress and egress over, along, upon, and across the Permanent Easement Premises and the immediately abutting area of the High School Property, if necessary, for the exercise of the rights herein granted.

Section 2. Grant of Temporary Construction Easement. LTHS hereby grants, conveys, and warrants to the Grantees a temporary easement for the purpose of completing the Traffic Signal Installation, together with all reasonable rights of ingress and egress over, along, upon, and across the Temporary Easement Premises and the immediately abutting area of the High School Property, if necessary, for the exercise of the rights herein granted. The temporary easement granted in this Section 2 will be for a term beginning on the Effective Date and continuing until the completion and approval and acceptance of the Village of La Grange of the Traffic Signal Project, as the terms "Traffic Signal" and "Project" are defined in the intergovernmental agreement titled "An Intergovernmental Agreement Among Four Local Governmental Bodies for Traffic Signal and Other Improvements on Willow Springs Road" and dated November 1, 2012 (the "*Intergovernmental Agreement*"), a copy of which is attached as Exhibit D and, by this reference, incorporated herein and made a part hereof.

Section 3. Installation and Restoration. La Grange will coordinate, administer, and pay for the Traffic Signal Installation in accordance with the Intergovernmental Agreement. La Grange must provide LTHS written notice of commencement of the Traffic Signal Installation at least five business days before that installation begins. The notice will include an estimate of the date on which the installation work will be completed. La Grange will cause the Traffic Signal Installation to be undertaken in a manner that reasonably minimizes risk to pedestrians and vehicular traffic and disruption of the Intersection. Western Springs, LTHS, and the Park District will reimburse La Grange for Traffic Signal Installation project costs to the extent provided by the Intergovernmental Agreement. The Grantees agree that work on the Traffic Signal Installation will be done and completed in a good and workman like manner. The Grantees also agree to restore grass, landscaping, and other improvements on the Easement Premises if disturbed by the Traffic Signal Installation as nearly as practicable to the

condition immediately preceding any work. If the Grantees fail to restore the Easement Premises or Temporary Easement Premises within seven days after receipt of written notice from LTHS requesting the restoration, then LTHS may restore the property using its own forces or a third party and the Grantees must pay all costs incurred by LTHS for the restoration within 14 days after the Grantees' receipt from LTHS of a detailed written invoice of those costs.

Section 4. Limit of Grantees Responsibility. Nothing in this Agreement or otherwise related to the easements over the Easement Premises requires La Grange or Western Springs, as the Grantees, to maintain any street, curb, gutter, sidewalk, parkway, landscaping, or other improvement or feature within those premises. Instead, the maintenance responsibility for those improvements and features remains with the agency that has jurisdiction. The Grantees' responsibility relates only to the Traffic Signals, except only for the restoration requirement set forth in Section 3 of this Agreement.

Section 5. Indemnification; Insurance.

A. Indemnification. The Grantees shall indemnify LTHS against all claims, causes of action, suits, liens, damages, or demands that arise directly from the negligence of the Grantees or their authorized agents, servants, employees, contractors, or persons acting pursuant to contracts or agreements with the Grantees related to work by the Grantees within the Easement Premises or that arise from injuries or death to persons or damages to property resulting from work by the Grantees within the Easement Premises, except as provided in the Intergovernmental Agreement.

B. Insurance. During the Traffic Signal Installation La Grange will maintain all liability insurance coverage that is currently provided through the Intergovernmental Risk Management Agency ("IRMA"), which is La Grange's insurer. La Grange will provide LTHS with a certificate or other written evidence customarily provided by IRMA reflecting that liability insurance.

Section 6. No Interference. LTHS may not interfere with the use by the Grantees of the Easement Premises and may not construct, install, maintain, or permit to be constructed, installed, or maintained on the Permanent Easement Premises or on the Temporary Easement Premises during the term of the temporary easement any structure or other obstruction without the prior express written consent of the Grantees.

Section 7. Remedies. The parties agree that they may enforce or compel the performance of the Agreement by suit, action, mandamus, or any other proceeding, in law or in equity, including specific performance.

Section 8. Covenants Running with the Land. The easements and rights granted in the Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are easements, rights, restrictions, agreements, and covenants running with the land, will be recorded against the Easement Premises, and

will be binding on and inure to the benefit of LTHS and the Grantees and their respective heirs, executors, administrators, grantees, successors, and assigns.

Section 9. Notices. All notices and other communications in connection with this Agreement must be in writing and will be deemed delivered to the addressee (a) when delivered in person, (b) on the third business day after being deposited in any main or branch United States post office for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address listed below, (c) when delivered to the address listed below by any courier service, or (d) on the date of transmission if transmitted by the facsimile at the facsimile number listed below and deposited in the U.S. mail on the same day for delivery to the address listed below:

To LTHS:  
Superintendent  
Lyons Township High School District 204  
100 South Brainard Avenue  
La Grange, Illinois 60525

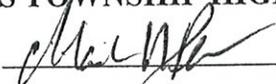
To La Grange:  
Village Manager  
Village of La Grange  
53 South La Grange Road  
La Grange, Illinois 60525

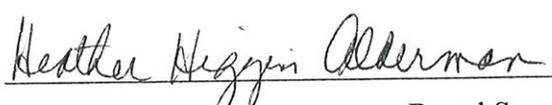
To Western Springs:  
Village Manager  
Village of Western Springs  
740 Hillgrove Avenue  
Western Springs, Illinois 60558

Section 10. Amendments. This Agreement may be modified or amended only by a written agreement of LTHS, La Grange, and Western Springs.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this instrument to be executed by their proper officers duly authorized to execute same.

**LYONS TOWNSHIP HIGH SCHOOL DISTRICT 204**

By:   
\_\_\_\_\_, Board President

Attest:  
By:   
\_\_\_\_\_, Board Secretary

[La Grange and Western Springs signatures appear on next page]

**VILLAGE OF LA GRANGE**

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

Attest:

By: \_\_\_\_\_  
John Burns, Village Clerk

**VILLAGE OF WESTERN SPRINGS**

By: \_\_\_\_\_  
\_\_\_\_\_, Village President

Attest:

By: \_\_\_\_\_  
\_\_\_\_\_, Village Clerk

4-B.9

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF COOK        )

I, \_\_\_\_\_, a Notary Public in and for Cook County, in the State of Illinois, do hereby certify that Thomas Livingston, personally known to me to be the President of the Village of La Grange, and John Burns, personally known to be Clerk of said Village, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that as the President and Clerk of the Village of La Grange they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of the Village of La Grange for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(SEAL)

4-B.10

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, Lisa Touloumis, a Notary Public in and for Cook County, in the State of Illinois, do hereby certify that Mark Pera, personally known to me to be the Board President of the Lyons Township High School District 204, and Heather Akderman personally known to be Board Secretary of said School District, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that as the Board President and Board Secretary of the Lyons Township High School District 204 they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of the Lyons Township High School District 204 for the uses and purposes therein set forth.

Given under my hand and official seal this 18<sup>th</sup> day of February 2014.

Lisa A. Touloumis  
Notary Public

My commission expires: 12.21.17

(SEAL)



4-B-11

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, \_\_\_\_\_, a Notary Public in and for Cook County, in the State of Illinois, do hereby certify that \_\_\_\_\_, personally known to me to be the President of the Village of Western Springs, and \_\_\_\_\_, personally known to be Clerk of said Village, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that as the President and Clerk of the Village of Western Springs they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of the Village of Western Springs for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(SEAL)

4-B.12

**EXHIBIT A**  
**LEGAL DESCRIPTION OF HIGH SCHOOL PROPERTY**

THE NORTH  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 8, TOWNSHIP 38  
NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

**EXHIBIT B**  
**LEGAL DESCRIPTION OF EASEMENT PREMISES**

**PERMANENT EASEMENT PREMISES**

THAT PART OF THE NORTH ½ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH ½ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 8;

THENCE WEST ALONG THE SOUTH LINE OF THE NORTH ½ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 8, 33 FEET;

THENCE NORTH ALONG A LINE PARALLEL AND 33 FEET WEST OF THE EAST LINE OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 8, 30 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH ALONG SAID 33 FOOT PARALLEL LINE, 160.00 FEET;

THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, 20.00 FEET;

THENCE SOUTH ALONG A LINE PARALLEL AND 53.00 FEET WEST OF THE EAST LINE OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 8, 40.00 FEET;

THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, 25.00 FEET;

THENCE NORTHWESTERLY ALONG A LINE, ROTATED 135 DEGREES AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 92.00 FEET;

THENCE SOUTHWESTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, 30.00 FEET;

THENCE SOUTHEASTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, 86.64 FEET TO A POINT ON A LINE PARALLEL AND 103.00 FEET WEST OF THE EAST LINE OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 8

THENCE SOUTH ALONG SAID LINE PARALLEL AND 103.00 FEET WEST OF THE EAST LINE OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 8, 27.57 FEET;

THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, 50.00 FEET;

THENCE SOUTH ALONG A LINE PARALLEL AND 53.00 FEET WEST OF THE EAST LINE OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 8, 75.00 FEET;

THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, 20.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**TEMPORARY EASEMENT PREMISES**

THAT PART OF THE NORTH ½ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH ½ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 8;

THENCE WEST ALONG THE SOUTH LINE OF THE NORTH ½ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 8, 33 FEET;

THENCE NORTH ALONG A LINE PARALLEL AND 33 FEET WEST OF THE EAST LINE OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 8, 30 FEET;

THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, 20.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING WEST ALONG SAID LINE, 100.00 FEET;

THENCE NORTH ALONG A LINE PARALLEL AND 153.00 FEET WEST OF THE EAST LINE OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 8, 160.00 FEET

THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, 100.00 FEET;  
THENCE SOUTH ALONG A LINE PARALLEL AND 33 FEET WEST OF THE EAST LINE OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 8, 160.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

4-B.15

# EXHIBIT C

North Line of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 8-38-12

P.I.N. 18-08-106-002

South Line of the North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 8-38-12  
 North Line of the North  $\frac{1}{2}$  of the South  $\frac{1}{2}$  of the North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 8-38-12

South Line of the North  $\frac{1}{3}$  of the South  $\frac{1}{2}$  of the North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 8-38-12  
 North Line of the South  $\frac{2}{3}$  of the South  $\frac{1}{2}$  of the North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 8-38-12

South Line of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 8-38-12

Lot 9

Lot 8

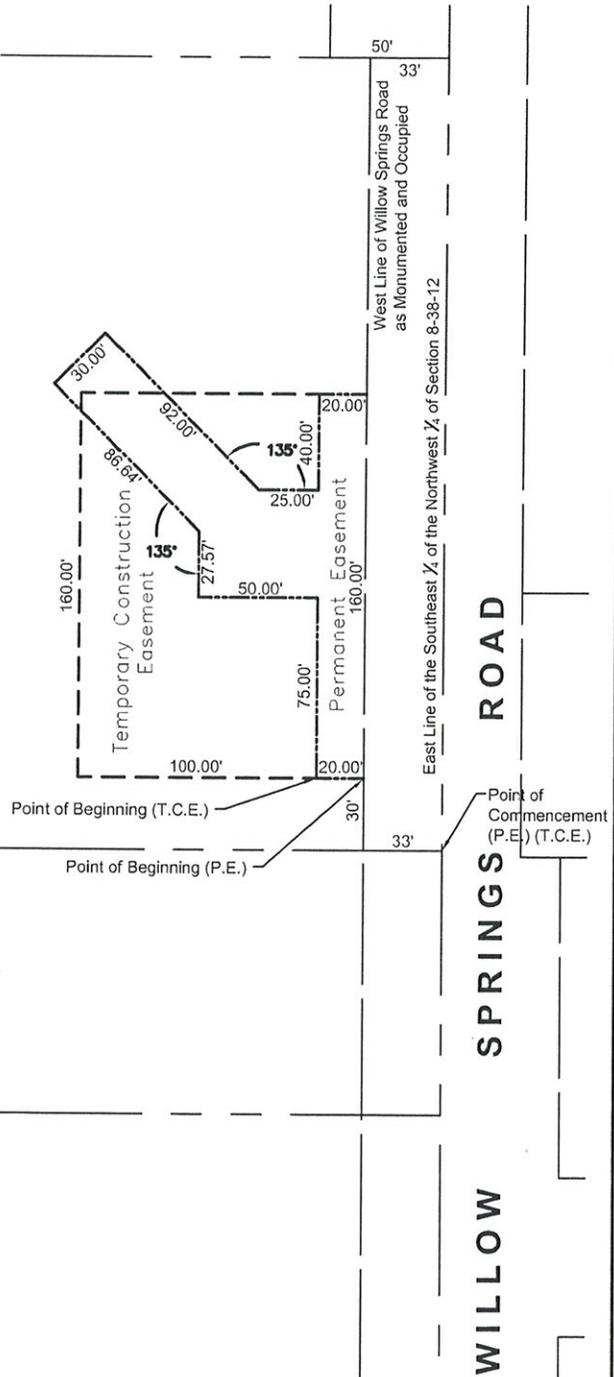
Lot 7

Lot 6

Springdale Unit No. 3

(Recorded June 23, 1959 as Document 17577288)

4-B.16



**EXHIBIT D**

**INTERGOVERNMENTAL AGREEMENT**

AN INTERGOVERNMENTAL AGREEMENT  
AMONG FOUR LOCAL GOVERNMENTAL BODIES  
FOR TRAFFIC SIGNAL AND OTHER IMPROVEMENTS  
ON WILLOW SPRINGS ROAD

THIS AGREEMENT is entered into by the Village of La Grange ("La Grange"), the Village of Western Springs ("Western Springs"), the Park District of La Grange (the "Park District"), and the Board of Education of Lyons Township High School District 204 ("LTHS") (collectively the "Participants") dated as of November 1, 2012 (the "Effective Date").

WITNESSETH:

WHEREAS, the Participants are authorized under applicable law to enter into this Agreement; and

WHEREAS, each Participant represents and warrants that it has properly approved this Agreement and has properly authorized its representatives signing this Agreement to do so and to bind the Participant to the terms of this Agreement; and

WHEREAS, the centerline of Willow Springs Road between 53rd Place and 47th Street forms a portion of the common corporate boundary of the La Grange and Western Springs; and

WHEREAS, access to the LTHS South Campus located in Western Springs is from Willow Springs Road between Mason Drive to 51st Street on the west side of the street; and

WHEREAS, access to the Park District's Denning Park in La Grange is from Willow Springs Road between Mason Drive and 50th Street on the east side of the street; and

WHEREAS, the Participants desire to improve traffic movement along Willow Springs Road, access to the facilities noted above and others, and pedestrian safety along Willow Springs Road between 53rd Place and 47th Street (the "Corridor"); and

WHEREAS, the Participants completed a preliminary engineering study for improvements to Willow Springs Road relating to various vehicle and pedestrian safety improvements within the Corridor that include, among other things, a traffic signal (the "Traffic Signal") within Willow Springs Road and portions of LTHS and Park District property at the southern entrances of the LTHS South Campus and Denning Park (collectively, including all design engineering, construction, construction management, and related costs, referred to as the "Project"); and

WHEREAS, the Participants desire to undertake the Project; and

WHEREAS, the Project area is about one-half within the corporate limits of Western Springs and one-half within the corporate limits of La Grange; and

WHEREAS, La Grange and Western Springs submitted a joint application to the Central Council of Mayors ("Mayors Council") for approximately \$192,500 in funding from the federal Surface Transportation Program (the "STP") to pay for engineering construction costs associated with the Project (the "STP Grant").

WHEREAS, the STP Grant covers only about 80 percent of the estimated costs for the Project; and

WHEREAS, the Illinois Department of Commerce and Economic Opportunity (“DCEO”) has granted additional funding for the Project in the amount of \$90,000 (the “DCEO Funds”) as the matching component for the STP Grant; and

WHEREAS, La Grange will serve as the Lead Participant for the Project and among other things will enter into an agreement with the State of Illinois related to the DCEO Funds and will enter into the contracts necessary to complete the engineering and construction for the Project; and

WHEREAS, the Participants anticipate that the combined total of the STP Grant and the DCEO Funds will cover the costs of the Project, an estimated budget for which is attached to and made a part of this Agreement as Exhibit A; and

WHEREAS, the Participants agree to use the STP Grant and DCEO Funds to pay for the Project and further agree to pay, in equal shares, all costs of the Project that exceed the total amount of the STP Grant and DCEO Funds; and

WHEREAS, the Park District already has expended more than \$97,000 to improve the infrastructure within the Project area; and

WHEREAS, the Participants have agreed, as provided in Section 9 of this Agreement, to enter into a traffic signal maintenance agreement for the purpose of sharing the costs and responsibilities for maintenance of the Traffic Signal (the “*Traffic Signal Maintenance Agreement*”); and

WHEREAS, the Park District and LTHS each will grant to La Grange and Western Springs an easement over specified portions of their property adjacent to the Traffic Signal in location and scope sufficient for the maintenance of the Traffic Signal (the “*Traffic Signal Maintenance Easements*”);

NOW, THEREFORE, the Participants agree as follows:

Section 1. Recitals. The foregoing recitals are incorporated into this Agreement as substantive provisions of this Agreement.

Section 2. Commencement and Term of Agreement. This Agreement commences on the Effective Date. This Agreement terminates after (A) all Work has been complete, inspected, and approved by the Participants, (B) La Grange, as the Lead Participant, has been fully reimbursed for all costs and expenses related to the Project and the Work, as provided in this Agreement, and (C) the Traffic Signal Maintenance Agreement has been approved and executed by all of the Participants.

Section 3. Description of Work. The work on the Project, as depicted in Exhibit B attached to and made a part of this Agreement, includes the following elements:

A. Installation of a traffic signal at the intersection of Willow Springs Road and the southern entrances of LTHS and Denning Park;

B. Drafting, approving, and recording the Traffic Signal Maintenance Easements and the Traffic Signal Maintenance Agreement for maintenance of the Traffic Signal;

- C. Enhancements to the existing crosswalk at the intersection of Mason Drive and Willow Springs Road (the "Crosswalk");
- D. Installation of advanced warning signs for the Crosswalk;
- E. Interconnection of the new Traffic Signal with the traffic signal at the intersection of 47th Street and Willow Springs Road;
- F. Curb replacement in various locations;
- G. Various drainage structure adjustments;
- H. Landscaping and other restoration;
- I. Sidewalk replacement in various places;
- J. Various minor work ancillary to the elements described in Paragraphs A through I above such as other signage and pavement markings, cleaning, miscellaneous repairs, and similar work;
- K. All related engineering and project management services necessary to prepare plans, specifications, bidding and contract documents, IDOT submittals, and permit applications for the Project and to properly conduct the construction phase of the Project;
- L. All miscellaneous costs and expenses directly related to Paragraphs A through K above such as shipping and mailing costs, supplies costs, and similar items; and
- M. Legal fees incurred by La Grange as the Lead Participant in the preparation of bidding and contract documents and in providing general legal services solely related to the Project during the course of the Work.

(collectively the "Work"). Any improvements or work outside of the Willow Springs Road right-of-way are not included in the Project and are not part of this Agreement.

Section 4. Responsibilities of the Lead Participant. La Grange, as the Lead Participant, has the following responsibilities related to the Project:

- A. Coordinating the Phase II — Design Engineering Work, including preparation of contract documents, plans, and specifications (the "Work Documents").
- B. Submission of the Work Documents and other submissions to the Illinois Department of Transportation ("IDOT") and coordinating the alignment of the contract bidding process with IDOT regulations.
- C. Entering into a contract with the State of Illinois for the Project pursuant to IDOT procedures for construction.
- D. In conjunction with IDOT, awarding a contract for construction of the Project.
- E. Coordinating the drafting, approval, and recording of the Traffic Signal Maintenance Easements and the Traffic Signal Maintenance Agreement for maintenance of the Traffic Signal.

F. Administering the construction project, including coordination of the Work, contract payments, change orders, and every other element of the Project.

G. Coordinating the Phase III — Construction Engineering Work, including management, inspection, and coordination of the Work.

H. Paying all costs for the Design Engineering Work and Construction Engineering Work (collectively the “*Professional Engineering Services*”).

I. Paying all costs for the construction work.

Section 5. Responsibilities of the Participants. Each Participant has the following responsibilities related to the Project. La Grange is included as having these responsibilities unless the context dictates otherwise.

A. Review by all Participants of the Work Documents within 10 calendar days after receipt and submit any revisions to La Grange for incorporation into the Work Documents before they are submitted by La Grange to IDOT and other entities for approval. The Participants agree to cooperate in good faith to finalize the Work Documents to each other's reasonable satisfaction. The Participants will assume that a Participant that does not submit revisions to La Grange within the 10-day time period has approved the Work Documents without revision.

B. Prompt execution by all Participants of all Project-related documents as requested by La Grange or as required by any federal or State agency with jurisdiction over the Project.

C. Reimbursement by Western Springs and LTHS to La Grange, within 30 days after the date of any invoice from La Grange, of each of those two Participants' full 33.3 percent share of all costs for Work that has been completed and that is not covered in its entirety by the STP Grant and the DCEO Funds, including without limitation Professional Engineering Services, construction costs including change orders, and cost-overruns. The duty of those two Participants' to reimburse La Grange is not subject to set-off, withholding, or any other claim or action, under any circumstances. Payments are due as provided in this Subsection C regardless of any issue, dispute, disagreement, or any other matter under this Agreement or in any way related to the Project or the Work.

D. Approving and executing a Traffic Signal Maintenance Agreement and, for the Park District and LTHS, approving and executing the Traffic Signal Maintenance Easements.

Section 6. Changes to the Work. If any Participant (A) requests a change to the Work that affects or benefits only that Participant's jurisdiction or facility or (B) increases the scope or extent of the Work to be performed beyond the scope provided in this Agreement, (either (A) or (B) being a “*Participant Change Order*”) then that Participant must pay to La Grange all costs and expenses related to that Participant Change Order (the “*Total Change Order Cost*”) in advance of commencement of the work provided for in that Participant Change Order. The Total Change Order Cost includes not only the costs and expenses related to changed Work or additional Work such as engineering, construction, inspection, and all related costs, but also all costs and expenses incurred as a result of the impact of the Participant Change Order on the original scope of the Work. The Participant's payment of Total Change Order Cost must be made to La Grange prior to the issuance of a contract change order to the contractor. La Grange will apply the money paid to La Grange to the costs of the work covered by the Participant

Change Order. If the Total Change Order Cost for the Participant Change Order exceeds the amount of money paid to La Grange, then the Participant must reimburse La Grange the full amount of that excess cost within 30 business days after notice from La Grange of the amount of that excess cost.

Section 7. Lead Participant Authority; Limitation on Claims.

- A. Authority. La Grange, as the Lead Participant, has the following authority:
- (i) To make, in the absence of a consensus of a majority of the Participants, final decisions on Project and Work matters that are consistent with the intended purposes of the Project.
  - (ii) To coordinate and oversee the Work in a commercially reasonable manner as determined in La Grange's exercise of its judgment and discretion.
  - (iii) To stop the Work or any portion of it in the event of any dispute under this Agreement or under a contract with a contractor, when La Grange determines in the exercise of its judgment and discretion that a Work stoppage is reasonable.

B. Waiver of Right to Make Claims Against La Grange. In consideration of the terms of this Agreement, Western Springs, the Park District, and LTHS each, individually and collectively, hereby waives any right it may have at any time to assert any claim or action of any type whatsoever against La Grange for any act, omission, action, or inaction of La Grange related in any way to this Agreement, the Project, or the Work, except only an action for a specific breach of a specific term of this Agreement by La Grange. And in that event, the Participants waive any right they have or may have to seek any decision or judgment against La Grange for money or any consideration other than specific performance, and any claim or action of any type by any Participant against La Grange for a specific breach of a specific term of this Agreement may be solely for specific performance of that term of this Agreement.

Section 8. Indemnification. To the fullest extent permitted by law, each Participant (the "Indemnifying Participant") shall indemnify and defend each other Participant and its officials, officers, employees, appointed agents and representatives, and attorneys from and against any and all claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses of any kind, including without limitation orders, damages, judgments, fines, forfeitures, amounts paid in settlement, and attorneys' fees and litigation costs relating to, arising out of, or alleged to have occurred as a result of the in whole or in part in connection with an act, omission, action, or inaction of the Indemnifying Participant related to this Agreement, the Project, or the Work (collectively "Claims"), excluding only any action for specific performance allowed by Subsection 7B of this Agreement and any Claims that are or are alleged to be, in whole or in part, related to an act or omission of the participant seeking indemnification. The Participants agree that this Section will be interpreted as broadly as possible under State of Illinois and federal law.

Section 9. Traffic Signal Maintenance Agreement. Within 60 days after the Effective Date, the Participants shall approve and enter into the Traffic Signal Maintenance Agreement for the perpetual "Maintenance" of the Traffic Signal. For the purposes of this Agreement, "Maintenance" means (a) all routine inspections, bulb replacements, cleaning, repairs, replacement of component parts, and similar activities related to the Traffic Signal

("Routine Maintenance") and (b) extraordinary repairs and replacements in the case of significant damage to the Traffic Signal by vehicle accident, storms, or similar events ("Major Repairs").

The Traffic Signal Maintenance Agreement will provide, among other things, that La Grange will be responsible for the Maintenance and that Western Springs will pay La Grange 50 percent of all costs and expenses associated with the Maintenance. La Grange will provide Western Springs an invoice from time to time for Signal Maintenance Reimbursement as provided in the Signal Maintenance Agreement.

The Traffic Signal Agreement will be drafted to apply solely to the Traffic Signal components, such as signal light assemblies, poles, detector loops, and control cabinets. The Traffic Signal Maintenance Agreement will not include any responsibility for maintenance or repairs to driveway entrances, curbs, gutters, drainage structures, landscaping, or any other non-Traffic Signal components except only to restore or repair any disturbance or damage caused directly by maintenance work on the Traffic Signal.

Section 10. Termination. This Agreement may be terminated by the Participants if, but only if, the STP Grant or the DCEO Funds are not available for the Project within six months after the Effective Date or if a contract for the construction of the Project is not awarded within two years after the Effective Date. This Agreement also may be terminated by any Participant on 30 days' written notice if another Participant fails to perform in accordance with the terms of this Agreement and then fails to cure the non-performance within the 30-day notice period.

Section 11. Compliance With Laws. Each Participant agrees to observe and comply with all federal, State, and local laws, codes, and ordinances applicable to the Project or the Work.

Section 12. General Provisions.

A. Amendments. This Agreement may be amended or modified only by a written amendment approved and executed by each Participant.

B. Entire Agreement. This Agreement contains the entire agreement of the Participants and supersedes all previous representations, promises, agreements, and understandings, written or oral.

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

Notices to La Grange:

Village Manager  
Village of La Grange  
53 South La Grange Road  
La Grange, Illinois 60525  
(708) 579-2316  
(708) 579-0980 (facsimile)  
rpilipiszyn@villageoflagrange.com

*with a copy to:*

Director of Public Works  
Village of La Grange  
320 East Avenue  
La Grange, Illinois 60525  
(708) 579-2328  
(708) 579-2330 (facsimile)  
rgillingham@villageoflagrange.com

Notices to Western Springs:

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

Notices to Park District:

Executive Director  
Park District of La Grange  
536 East Avenue  
La Grange, Illinois 60525  
(708) 352-1762  
(708) 352-8591 (facsimile)  
deanbissias@pdlg.org

Notices to LTHS:

Superintendent  
Lyons Township High School District 204  
100 South Brainard Avenue  
La Grange, Illinois 60525  
(708) 579-6451  
(708) 579-6768 (facsimile)  
tkilrea@lths.net

D. Governing Law. This Agreement will be governed and interpreted under the laws of the State of Illinois.

E. Construction of Agreement. Each Participant had a full and equal opportunity to review this Agreement and have it reviewed by legal counsel, if the Participant desired that review, before the Participant approved and entered into this Agreement. Therefore, the rule of construction that an ambiguity may be resolved against the drafter does not apply to this Agreement.

F. Counterparts. Each Participant shall execute four copies of the signature pages of this Agreement, either individually or with any or all other Participants. A complete set of original signatures then shall be distributed to each Participant. Each of the four resulting copies

of this Agreement with the original signature pages attached is deemed to be an original Agreement with the same effect as if the signatures had all been made on the same signature pages.

G. Assignment. No Participant may assign this Agreement or any right or obligation, in whole or in part, under this Agreement to any other person or entity.

IN WITNESS WHEREOF, each Participant has caused this Agreement to be executed on its behalf by properly authorized officials as of the Effective Date.

**VILLAGE OF LA GRANGE**

By: [Signature]  
Printed name: Elizabeth M. Asperger  
Title: Village President

Attest: 11-12-12  
[Signature]  
Thomas Malson  
Village Clerk

**VILLAGE OF WESTERN SPRINGS**

By: [Signature]  
Printed name: William T. Rodeghier  
Title: Village President

Attest: [Signature]  
JEANINE M. JASICA  
Village Clerk

**LYONS TOWNSHIP HIGH SCHOOL**

By: [Signature]  
Printed name: MARK N PERA  
Title: President

Attest: [Signature]  
Joyce Marine  
Clerk of the Board

**PARK DISTRICT OF LA GRANGE**

By: [Signature]  
Printed name: Mary Ellen Penicook  
Title: President

[Signature]  
DEAN BISSIAI  
Executive Director

**EXHIBIT A**

**ESTIMATED PROJECT BUDGET**

<b>Willow Springs Road Traffic Signal Project</b>	<b>BUDGET</b>
<b>Expenses</b>	
<b>Engineering</b>	
Phase 2 - Development of Plans and Specifications	40,000
Phase 3 – Construction Engineering	26,000
<b>Subtotal</b>	<b>66,000</b>
<b>Construction</b>	<b>264,000</b>
<b>Total</b>	<b>330,000</b>
<b>Revenues</b>	
Federal Surface Transportation Program Funding (STP) - FY13	28,000
Federal Surface Transportation Program Funding (STP) - FY14	203,000
State of Illinois - Legislative Appropriation – DCEO	90,000
Village of La Grange	3,000
Village of Western Springs	3,000
Lyons Township High School District 204	3,000
<b>Total</b>	<b>330,000</b>

**EXHIBIT B**

**DEPICTION OF THE WORK**  
*(attached)*



Prepared by and after  
recording return to:

Mark E. Burkland  
Holland & Knight LLP  
131 South Dearborn Street, 30th Floor  
Chicago, Illinois 60603

**AN AGREEMENT GRANTING PERMANENT AND TEMPORARY  
EASEMENTS FOR A TRAFFIC SIGNAL INSTALLATION  
AND RELATED IMPROVEMENTS IN AND AROUND  
THE INTERSECTION OF WILLOW SPRINGS ROAD  
AND THE LTHS / DENNING PARK ACCESS ROAD**

THIS AGREEMENT is dated as of April \_\_\_, 2014, (the "*Effective Date*") and is by and among the Village of La Grange, an Illinois municipal corporation, ("*La Grange*"), the Village of Western Springs ("*Western Springs*"), and the Park District of La Grange (the "*Park District*");

**R E C I T A L S:**

A. The Park District is the record owner of the real property commonly known as Denning Park within La Grange's corporate limits, which real property is legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof ("*Denning Park*").

B. Denning Park is located across the street from property owned by the Lyons Township High School District 204 ("*LTHS*") and commonly known as Lyons Township High School South within Western Springs' corporate limits. Denning Park abuts the intersection of Willow Springs Road and the northern LTHS / Denning Park access road (the "*Intersection*").

C. La Grange, the Park District, Western Springs, and LTHS desire to install, maintain, repair, and replace from time to time a traffic signal and related improvements (the "*Traffic Signal Installation*") at the Intersection to improve pedestrian safety and vehicular movements within and adjacent to the Intersection. No element of the Traffic Signal Installation will affect the public use of the open spaces and recreational facilities of Denning Park. La Grange and Western Springs will share responsibility for the ongoing maintenance of the traffic signal.

D. To accomplish the Traffic Signal Installation, La Grange and Western Springs require a permanent easement and a temporary construction easement over a small portion of Denning Park. The area to be impressed with a permanent easement (the "*Permanent Easement Premises*") is legally described in Exhibit B and depicted as the "Permanent Easement" in Exhibit C, both of which are attached hereto and, by this

reference, incorporated herein and made a part hereof. The area to be impressed with a temporary easement is legally described in Exhibit B and depicted as the "Temporary Construction Easement" in Exhibit B (the "*Temporary Easement Premises*"). The Permanent Easement Premises and Temporary Easement Premises may be referred to collectively as the "*Easement Premises*."

NOW, THEREFORE, in consideration of the provisions of this Agreement, La Grange, Western Springs, and the Park District agree as follows:

Section 1. Grant of Permanent Easement. The Park District hereby grants, conveys, warrants, and dedicates to La Grange and Western Springs and their successors and assigns (the "*Grantees*") a permanent, exclusive easement for the Traffic Signal Installation and for reconstruction, maintenance, repair, and replacement of traffic signal devices (the "*Traffic Signals*") from time to time, subject to the terms and conditions of this Agreement, in, upon, over, under, through, along, and across the Permanent Easement Premises, together with all reasonable rights of ingress and egress over, along, upon, and across the Permanent Easement Premises and the immediately abutting area of Denning Park, if necessary, for the exercise of the rights herein granted.

Section 2. Grant of Temporary Construction Easement. The Park District hereby grants, conveys, and warrants to the Grantees a temporary easement for the purpose of completing the Traffic Signal Installation, together with all reasonable rights of ingress and egress over, along, upon, and across the Temporary Easement Premises and the immediately abutting area of Denning Park, if necessary, for the exercise of the rights herein granted. The temporary easement granted in this Section 2 will be for a term beginning on the Effective Date and continuing until the completion and approval and acceptance of the Village of La Grange of the Traffic Signal Project, as the terms "Traffic Signal" and "Project" are defined in the intergovernmental agreement titled "An Intergovernmental Agreement Among Four Local Governmental Bodies for Traffic Signal and Other Improvements on Willow Springs Road" and dated November 1, 2012 (the "*Intergovernmental Agreement*"), a copy of which is attached as Exhibit D and, by this reference, incorporated herein and made a part hereof.

Section 3. Installation and Restoration. La Grange will coordinate, administer, and pay for the Traffic Signal Installation in accordance with the Intergovernmental Agreement. Western Springs, LTHS, and the Park District will reimburse La Grange for Traffic Signal Installation project costs to the extent provided by the Intergovernmental Agreement. The Grantees agree that work on the Traffic Signal Installation will be done and completed in a good and workman like manner. The Grantees also agree to restore grass, landscaping, and other improvements on the Easement Premises if disturbed by the Traffic Signal Installation as nearly as practicable to the condition immediately preceding any work. As stated above, no element of the Traffic Signal Installation will affect the public use of the open spaces and recreational facilities of Denning Park.

Section 4. Limit of Grantees' Responsibility. Nothing in this Agreement or otherwise related to the easements over the Easement Premises requires La Grange or Western Springs, as the Grantees, to maintain any street, curb, gutter, sidewalk, parkway, landscaping, or other improvement or feature within those premises. Instead, the

maintenance responsibility for those improvements and features remains with the agency that has jurisdiction. The Grantees' responsibility relates only to the Traffic Signals, except only for the restoration requirement set forth in Section 3 of this Agreement.

Section 5. Hold Harmless. The Grantees agree to save and hold the Park District harmless from all claims, causes of action, suits, liens, damages, or demands that arise directly from the negligence of the Grantees or their authorized agents, servants, employees, contractors, or persons acting pursuant to contracts or agreements with the Grantees related to work by the Grantees within the Easement Premises or that arise from injuries or death to persons or damages to property resulting from work by the Grantees within the Easement Premises, except as provided in the Intergovernmental Agreement.

Section 6. No Interference. The Park District may not interfere with the use by the Grantees of the Easement Premises and may not construct, install, maintain, or permit to be constructed, installed, or maintained on the Permanent Easement Premises or on the Temporary Easement Premises during the term of the temporary easement any structure or other obstruction without the prior express written consent of the Grantees.

Section 7. Remedies. The parties agree that they may enforce or compel the performance of the Agreement by suit, action, mandamus, or any other proceeding, in law or in equity, including specific performance.

Section 8. Covenants Running with the Land. The easements and rights granted in the Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are easements, rights, restrictions, agreements, and covenants running with the land, will be recorded against the Easement Premises, and will be binding on the inure to the benefit of the Park District and the Grantees and their respective heirs, executors, administrators, grantees, successors, and assigns.

Section 9. Notices. All notices and other communications in connection with this Agreement must be in writing and will be deemed delivered to the addressee (a) when delivered in person, (b) on the third business day after being deposited in any main or branch United States post office for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address listed below, (c) when delivered to the address listed below by any courier service, or (d) on the date of transmission if transmitted by the facsimile at the facsimile number listed below and deposited in the U.S. mail on the same day for delivery to the address listed below:

To the Park District:  
Executive Director  
Park District of La Grange  
536 East Avenue  
La Grange, Illinois 60525

To La Grange:  
Village Manager  
Village of La Grange  
53 South La Grange Road  
La Grange, Illinois 60525

To Western Springs:  
Village Manager  
Village of Western Springs  
740 Hillgrove Avenue  
Western Springs, Illinois 60558

Section 10. Amendments. This Agreement may be modified or amended only by a written agreement of the Park District, La Grange, and Western Springs.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this instrument to be executed by their proper officers duly authorized to execute same.

**PARK DISTRICT OF LA GRANGE**

By: \_\_\_\_\_  
Mary Ellen Penicook, Board President

Attest:

By: \_\_\_\_\_,  
Board Secretary

**VILLAGE OF LA GRANGE**

By: \_\_\_\_\_  
Thomas Livingston, Village President

Attest:

By: \_\_\_\_\_  
John Burns, Village Clerk

**VILLAGE OF WESTERN SPRINGS**

By: \_\_\_\_\_  
William Rodeghier, Village President

Attest:

By: \_\_\_\_\_  
Jeanine Jasica, Village Clerk

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF COOK        )

I, \_\_\_\_\_, a Notary Public in and for Cook County, in the State of Illinois, do hereby certify that Thomas Livingston, personally known to me to be the President of the Village of La Grange, and John Burns, personally known to be Clerk of said Village, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that as the President and Clerk of the Village of La Grange they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of the Village of La Grange for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(SEAL)

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF COOK        )

I, \_\_\_\_\_, a Notary Public in and for Cook County, in the State of Illinois, do hereby certify that \_\_\_\_\_, personally known to me to be the Board President of the La Grange Park District, and \_\_\_\_\_, personally known to be Board Secretary of said Park District, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that as the Board President and Board Secretary of the La Grange Park District they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of the La Grange Park District for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(SEAL)

4-13-14

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF COOK        )

I, \_\_\_\_\_, a Notary Public in and for Cook County, in the State of Illinois, do hereby certify that \_\_\_\_\_, personally known to me to be the President of the Village of Western Springs, and \_\_\_\_\_, personally known to be Clerk of said Village, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that as the President and Clerk of the Village of Western Springs they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of the Village of Western Springs for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(SEAL)

**EXHIBIT A**

**LEGAL DESCRIPTION OF DENNING PARK**

LOT 7 IN JAMES F. STEPINA'S SUBDIVISION, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 29, 1909 AS DOCUMENT 4489154, IN COOK COUNTY, ILLINOIS.

PIN: 18-08-205-089

**EXHIBIT B**

**LEGAL DESCRIPTION OF EASEMENT PREMISES**

PERMANENT EASEMENT PREMISES

THAT PART OF LOT 7 IN JAMES F. STEPINA'S SUBDIVISION, RECORDED DECEMBER 29, 1909 AS DOCUMENT 4489154, AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH 2/3 OF SAID LOT 7;  
THENCE NORTH ALONG THE WEST LINE OF SAID LOT 7, 30 FEET TO THE POINT OF BEGINNING;  
THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 7, 160.00 FEET;  
THENCE EAST ALONG A LINE PERPENDICULAR TO THE WEST LINE OF SAID LOT 7, 20.00 FEET;  
THENCE SOUTH ALONG A LINE PARALLEL AND 20 FEET EAST OF THE WEST LINE OF SAID LOT 7, 160.00 FEET;  
THENCE WESTERLY, 20.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TEMPORARY EASEMENT PREMISES

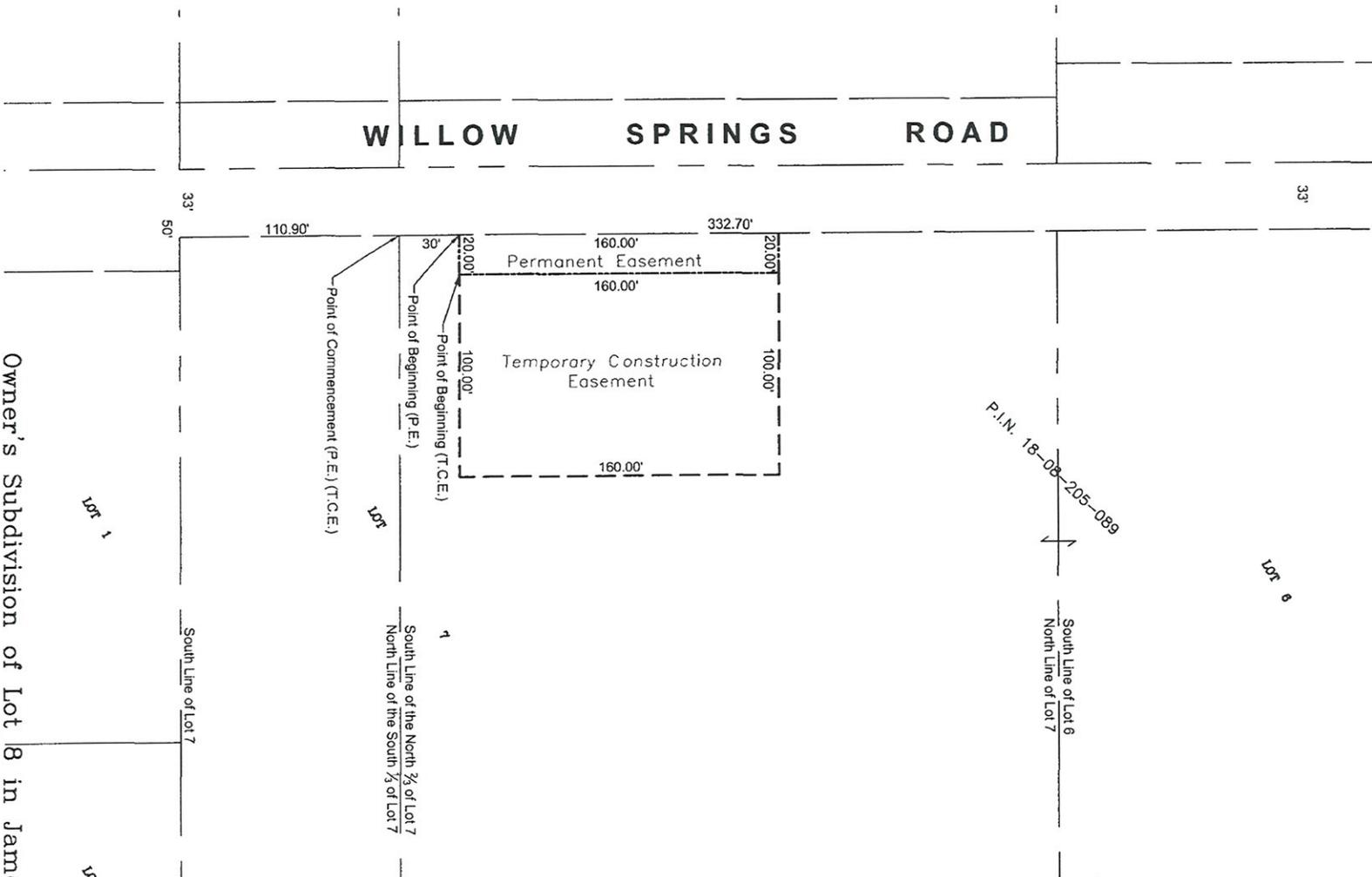
THAT PART OF LOT 7 IN JAMES F. STEPINA'S SUBDIVISION, RECORDED DECEMBER 29, 1909 AS DOCUMENT 4489154, AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH 2/3 OF SAID LOT 7;  
THENCE NORTH ALONG THE WEST LINE OF SAID LOT 7, 30 FEET;  
THENCE EAST ALONG A LINE PERPENDICULAR TO THE WEST LINE OF SAID LOT 7, 20.00 FEET TO THE POINT OF BEGINNING;  
THENCE NORTH ALONG A LINE PARALLEL AND 20.00 FEET EAST OF THE WEST LINE OF SAID LOT 7, 160.00 FEET;  
THENCE EAST ALONG A LINE PERPENDICULAR TO THE WEST LINE OF SAID LOT 7, 100.00 FEET;  
THENCE SOUTH ALONG A LINE PARALLEL AND 120 FEET EAST OF THE WEST LINE OF SAID LOT 7, 160.00 FEET;  
THENCE WESTERLY, 20.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**EXHIBIT C**

**DEPICTION OF EASEMENT PREMISES**

**[see next page]**

# EXHIBIT C



James F. Stepina's Subdivision

(Recorded December 29, 1909 as Document 4489154)

Owner's Subdivision of Lot 8 in James F. Stepina's Subdivision

(Recorded April 2, 1946 as Document 13756673)

4-B,39

**EXHIBIT D**  
**INTERGOVERNMENTAL AGREEMENT**

[see next page]

AN INTERGOVERNMENTAL AGREEMENT  
AMONG FOUR LOCAL GOVERNMENTAL BODIES  
FOR TRAFFIC SIGNAL AND OTHER IMPROVEMENTS  
ON WILLOW SPRINGS ROAD

THIS AGREEMENT is entered into by the Village of La Grange ("*La Grange*"), the Village of Western Springs ("*Western Springs*"), the Park District of La Grange (the "*Park District*"), and the Board of Education of Lyons Township High School District 204 ("*LTHS*") (collectively the "*Participants*") dated as of November 1, 2012 (the "*Effective Date*").

WITNESSETH:

WHEREAS, the Participants are authorized under applicable law to enter into this Agreement; and

WHEREAS, each Participant represents and warrants that it has properly approved this Agreement and has properly authorized its representatives signing this Agreement to do so and to bind the Participant to the terms of this Agreement; and

WHEREAS, the centerline of Willow Springs Road between 53rd Place and 47th Street forms a portion of the common corporate boundary of the La Grange and Western Springs; and

WHEREAS, access to the LTHS South Campus located in Western Springs is from Willow Springs Road between Mason Drive to 51st Street on the west side of the street; and

WHEREAS, access to the Park District's Denning Park in La Grange is from Willow Springs Road between Mason Drive and 50th Street on the east side of the street; and

WHEREAS, the Participants desire to improve traffic movement along Willow Springs Road, access to the facilities noted above and others, and pedestrian safety along Willow Springs Road between 53rd Place and 47th Street (the "*Corridor*"); and

WHEREAS, the Participants completed a preliminary engineering study for improvements to Willow Springs Road relating to various vehicle and pedestrian safety improvements within the Corridor that include, among other things, a traffic signal (the "*Traffic Signal*") within Willow Springs Road and portions of LTHS and Park District property at the southern entrances of the LTHS South Campus and Denning Park (collectively, including all design engineering, construction, construction management, and related costs, referred to as the "*Project*"); and

WHEREAS, the Participants desire to undertake the Project; and

WHEREAS, the Project area is about one-half within the corporate limits of Western Springs and one-half within the corporate limits of La Grange; and

WHEREAS, La Grange and Western Springs submitted a joint application to the Central Council of Mayors ("*Mayors Council*") for approximately \$192,500 in funding from the federal Surface Transportation Program (the "*STP*") to pay for engineering construction costs associated with the Project (the "*STP Grant*").

WHEREAS, the STP Grant covers only about 80 percent of the estimated costs for the Project; and

WHEREAS, the Illinois Department of Commerce and Economic Opportunity ("DCEO") has granted additional funding for the Project in the amount of \$90,000 (the "DCEO Funds") as the matching component for the STP Grant; and

WHEREAS, La Grange will serve as the Lead Participant for the Project and among other things will enter into an agreement with the State of Illinois related to the DCEO Funds and will enter into the contracts necessary to complete the engineering and construction for the Project; and

WHEREAS, the Participants anticipate that the combined total of the STP Grant and the DCEO Funds will cover the costs of the Project, an estimated budget for which is attached to and made a part of this Agreement as Exhibit A; and

WHEREAS, the Participants agree to use the STP Grant and DCEO Funds to pay for the Project and further agree to pay, in equal shares, all costs of the Project that exceed the total amount of the STP Grant and DCEO Funds; and

WHEREAS, the Park District already has expended more than \$97,000 to improve the infrastructure within the Project area; and

WHEREAS, the Participants have agreed, as provided in Section 9 of this Agreement, to enter into a traffic signal maintenance agreement for the purpose of sharing the costs and responsibilities for maintenance of the Traffic Signal (the "*Traffic Signal Maintenance Agreement*"); and

WHEREAS, the Park District and LTHS each will grant to La Grange and Western Springs an easement over specified portions of their property adjacent to the Traffic Signal in location and scope sufficient for the maintenance of the Traffic Signal (the "*Traffic Signal Maintenance Easements*");

NOW, THEREFORE, the Participants agree as follows:

Section 1. Recitals. The foregoing recitals are incorporated into this Agreement as substantive provisions of this Agreement.

Section 2. Commencement and Term of Agreement. This Agreement commences on the Effective Date. This Agreement terminates after (A) all Work has been complete, inspected, and approved by the Participants, (B) La Grange, as the Lead Participant, has been fully reimbursed for all costs and expenses related to the Project and the Work, as provided in this Agreement, and (C) the Traffic Signal Maintenance Agreement has been approved and executed by all of the Participants.

Section 3. Description of Work. The work on the Project, as depicted in Exhibit B attached to and made a part of this Agreement, includes the following elements:

A. Installation of a traffic signal at the intersection of Willow Springs Road and the southern entrances of LTHS and Denning Park;

B. Drafting, approving, and recording the Traffic Signal Maintenance Easements and the Traffic Signal Maintenance Agreement for maintenance of the Traffic Signal;

- C. Enhancements to the existing crosswalk at the intersection of Mason Drive and Willow Springs Road (the "Crosswalk");
- D. Installation of advanced warning signs for the Crosswalk;
- E. Interconnection of the new Traffic Signal with the traffic signal at the intersection of 47th Street and Willow Springs Road;
- F. Curb replacement in various locations;
- G. Various drainage structure adjustments;
- H. Landscaping and other restoration;
- I. Sidewalk replacement in various places;
- J. Various minor work ancillary to the elements described in Paragraphs A through I above such as other signage and pavement markings, cleaning, miscellaneous repairs, and similar work;
- K. All related engineering and project management services necessary to prepare plans, specifications, bidding and contract documents, IDOT submittals, and permit applications for the Project and to properly conduct the construction phase of the Project;
- L. All miscellaneous costs and expenses directly related to Paragraphs A through K above such as shipping and mailing costs, supplies costs, and similar items; and
- M. Legal fees incurred by La Grange as the Lead Participant in the preparation of bidding and contract documents and in providing general legal services solely related to the Project during the course of the Work.

(collectively the "Work"). Any improvements or work outside of the Willow Springs Road right-of-way are not included in the Project and are not part of this Agreement.

Section 4. Responsibilities of the Lead Participant. La Grange, as the Lead Participant, has the following responsibilities related to the Project:

- A. Coordinating the Phase II — Design Engineering Work, including preparation of contract documents, plans, and specifications (the "Work Documents").
- B. Submission of the Work Documents and other submissions to the Illinois Department of Transportation ("IDOT") and coordinating the alignment of the contract bidding process with IDOT regulations.
- C. Entering into a contract with the State of Illinois for the Project pursuant to IDOT procedures for construction.
- D. In conjunction with IDOT, awarding a contract for construction of the Project.
- E. Coordinating the drafting, approval, and recording of the Traffic Signal Maintenance Easements and the Traffic Signal Maintenance Agreement for maintenance of the Traffic Signal.

F. Administering the construction project, including coordination of the Work, contract payments, change orders, and every other element of the Project.

G. Coordinating the Phase III — Construction Engineering Work, including management, inspection, and coordination of the Work.

H. Paying all costs for the Design Engineering Work and Construction Engineering Work (collectively the “*Professional Engineering Services*”).

I. Paying all costs for the construction work.

Section 5. Responsibilities of the Participants. Each Participant has the following responsibilities related to the Project. La Grange is included as having these responsibilities unless the context dictates otherwise.

A. Review by all Participants of the Work Documents within 10 calendar days after receipt and submit any revisions to La Grange for incorporation into the Work Documents before they are submitted by La Grange to IDOT and other entities for approval. The Participants agree to cooperate in good faith to finalize the Work Documents to each other's reasonable satisfaction. The Participants will assume that a Participant that does not submit revisions to La Grange within the 10-day time period has approved the Work Documents without revision.

B. Prompt execution by all Participants of all Project-related documents as requested by La Grange or as required by any federal or State agency with jurisdiction over the Project.

C. Reimbursement by Western Springs and LTHS to La Grange, within 30 days after the date of any invoice from La Grange, of each of those two Participants' full 33.3 percent share of all costs for Work that has been completed and that is not covered in its entirety by the STP Grant and the DCEO Funds, including without limitation Professional Engineering Services, construction costs including change orders, and cost-overruns. The duty of those two Participants' to reimburse La Grange is not subject to set-off, withholding, or any other claim or action, under any circumstances. Payments are due as provided in this Subsection C regardless of any issue, dispute, disagreement, or any other matter under this Agreement or in any way related to the Project or the Work.

D. Approving and executing a Traffic Signal Maintenance Agreement and, for the Park District and LTHS, approving and executing the Traffic Signal Maintenance Easements.

Section 6. Changes to the Work. If any Participant (A) requests a change to the Work that affects or benefits only that Participant's jurisdiction or facility or (B) increases the scope or extent of the Work to be performed beyond the scope provided in this Agreement, (either (A) or (B) being a “*Participant Change Order*”) then that Participant must pay to La Grange all costs and expenses related to that Participant Change Order (the “*Total Change Order Cost*”) in advance of commencement of the work provided for in that Participant Change Order. The Total Change Order Cost includes not only the costs and expenses related to changed Work or additional Work such as engineering, construction, inspection, and all related costs, but also all costs and expenses incurred as a result of the impact of the Participant Change Order on the original scope of the Work. The Participant's payment of Total Change Order Cost must be made to La Grange prior to the issuance of a contract change order to the contractor. La Grange will apply the money paid to La Grange to the costs of the work covered by the Participant

Change Order. If the Total Change Order Cost for the Participant Change Order exceeds the amount of money paid to La Grange, then the Participant must reimburse La Grange the full amount of that excess cost within 30 business days after notice from La Grange of the amount of that excess cost.

Section 7. Lead Participant Authority; Limitation on Claims.

A. Authority. La Grange, as the Lead Participant, has the following authority:

- (i) To make, in the absence of a consensus of a majority of the Participants, final decisions on Project and Work matters that are consistent with the intended purposes of the Project.
- (ii) To coordinate and oversee the Work in a commercially reasonable manner as determined in La Grange's exercise of its judgment and discretion.
- (iii) To stop the Work or any portion of it in the event of any dispute under this Agreement or under a contract with a contractor, when La Grange determines in the exercise of its judgment and discretion that a Work stoppage is reasonable.

B. Waiver of Right to Make Claims Against La Grange. In consideration of the terms of this Agreement, Western Springs, the Park District, and LTHS each, individually and collectively, hereby waives any right it may have at any time to assert any claim or action of any type whatsoever against La Grange for any act, omission, action, or inaction of La Grange related in any way to this Agreement, the Project, or the Work, except only an action for a specific breach of a specific term of this Agreement by La Grange. And in that event, the Participants waive any right they have or may have to seek any decision or judgment against La Grange for money or any consideration other than specific performance, and any claim or action of any type by any Participant against La Grange for a specific breach of a specific term of this Agreement may be solely for specific performance of that term of this Agreement.

Section 8. Indemnification. To the fullest extent permitted by law, each Participant (the "*Indemnifying Participant*") shall indemnify and defend each other Participant and its officials, officers, employees, appointed agents and representatives, and attorneys from and against any and all claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses of any kind, including without limitation orders, damages, judgments, fines, forfeitures, amounts paid in settlement, and attorneys' fees and litigation costs relating to, arising out of, or alleged to have occurred as a result of the in whole or in part in connection with an act, omission, action, or inaction of the Indemnifying Participant related to this Agreement, the Project, or the Work (collectively "*Claims*"), excluding only any action for specific performance allowed by Subsection 7B of this Agreement and any Claims that are or are alleged to be, in whole or in part, related to an act or omission of the participant seeking indemnification. The Participants agree that this Section will be interpreted as broadly as possible under State of Illinois and federal law.

Section 9. Traffic Signal Maintenance Agreement. Within 60 days after the Effective Date, the Participants shall approve and enter into the Traffic Signal Maintenance Agreement for the perpetual "Maintenance" of the Traffic Signal. For the purposes of this Agreement, "Maintenance" means (a) all routine inspections, bulb replacements, cleaning, repairs, replacement of component parts, and similar activities related to the Traffic Signal

("Routine Maintenance") and (b) extraordinary repairs and replacements in the case of significant damage to the Traffic Signal by vehicle accident, storms, or similar events ("Major Repairs").

The Traffic Signal Maintenance Agreement will provide, among other things, that La Grange will be responsible for the Maintenance and that Western Springs will pay La Grange 50 percent of all costs and expenses associated with the Maintenance. La Grange will provide Western Springs an invoice from time to time for Signal Maintenance Reimbursement as provided in the Signal Maintenance Agreement.

The Traffic Signal Agreement will be drafted to apply solely to the Traffic Signal components, such as signal light assemblies, poles, detector loops, and control cabinets. The Traffic Signal Maintenance Agreement will not include any responsibility for maintenance or repairs to driveway entrances, curbs, gutters, drainage structures, landscaping, or any other non-Traffic Signal components except only to restore or repair any disturbance or damage caused directly by maintenance work on the Traffic Signal.

Section 10. Termination. This Agreement may be terminated by the Participants if, but only if, the STP Grant or the DCEO Funds are not available for the Project within six months after the Effective Date or if a contract for the construction of the Project is not awarded within two years after the Effective Date. This Agreement also may be terminated by any Participant on 30 days' written notice if another Participant fails to perform in accordance with the terms of this Agreement and then fails to cure the non-performance within the 30-day notice period.

Section 11. Compliance With Laws. Each Participant agrees to observe and comply with all federal, State, and local laws, codes, and ordinances applicable to the Project or the Work.

Section 12. General Provisions.

A. Amendments. This Agreement may be amended or modified only by a written amendment approved and executed by each Participant.

B. Entire Agreement. This Agreement contains the entire agreement of the Participants and supersedes all previous representations, promises, agreements, and understandings, written or oral.

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

Notices to La Grange:

Village Manager  
Village of La Grange  
53 South La Grange Road  
La Grange, Illinois 60525  
(708) 579-2316  
(708) 579-0980 (facsimile)  
rpilipiszyn@villageoflagrange.com

*with a copy to:*

Director of Public Works  
Village of La Grange  
320 East Avenue  
La Grange, Illinois 60525  
(708) 579-2328  
(708) 579-2330 (facsimile)  
rgillingham@villageoflagrange.com

Notices to Western Springs:

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

Notices to Park District:

Executive Director  
Park District of La Grange  
536 East Avenue  
La Grange, Illinois 60525  
(708) 352-1762  
(708) 352-8591 (facsimile)  
deanbissias@pdlg.org

Notices to LTHS:

Superintendent  
Lyons Township High School District 204  
100 South Brainard Avenue  
La Grange, Illinois 60525  
(708) 579-6451  
(708) 579-6768 (facsimile)  
tkilrea@lths.net

D. Governing Law. This Agreement will be governed and interpreted under the laws of the State of Illinois.

E. Construction of Agreement. Each Participant had a full and equal opportunity to review this Agreement and have it reviewed by legal counsel, if the Participant desired that review, before the Participant approved and entered into this Agreement. Therefore, the rule of construction that an ambiguity may be resolved against the drafter does not apply to this Agreement.

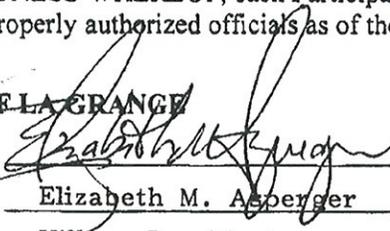
F. Counterparts. Each Participant shall execute four copies of the signature pages of this Agreement, either individually or with any or all other Participants. A complete set of original signatures then shall be distributed to each Participant. Each of the four resulting copies

of this Agreement with the original signature pages attached is deemed to be an original Agreement with the same effect as if the signatures had all been made on the same signature pages.

G. Assignment. No Participant may assign this Agreement or any right or obligation, in whole or in part, under this Agreement to any other person or entity.

IN WITNESS WHEREOF, each Participant has caused this Agreement to be executed on its behalf by properly authorized officials as of the Effective Date.

**VILLAGE OF LA GRANGE**

By:   
Printed name: Elizabeth M. Asberger  
Title: Village President

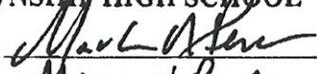
Attest: 11-12-12  
  
THOMAS MALSON  
VILLAGE CLERK

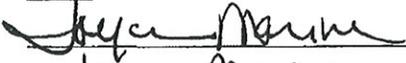
**VILLAGE OF WESTERN SPRINGS**

By:   
Printed name: William T. Rodeghier  
Title: Village President

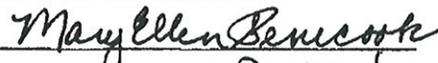
Attest: Jeanine M. Jasica  
JEANINE M. JASICA  
Village Clerk

**LYONS TOWNSHIP HIGH SCHOOL**

By:   
Printed name: MARK N PERA  
Title: President

Attest:   
Joyce Marine  
Clerk of the Board

**PARK DISTRICT OF LA GRANGE**

By:   
Printed name: Mary Ellen Penicook  
Title: President

  
DEAN BISSIA  
Executive Director

#11297122\_v2

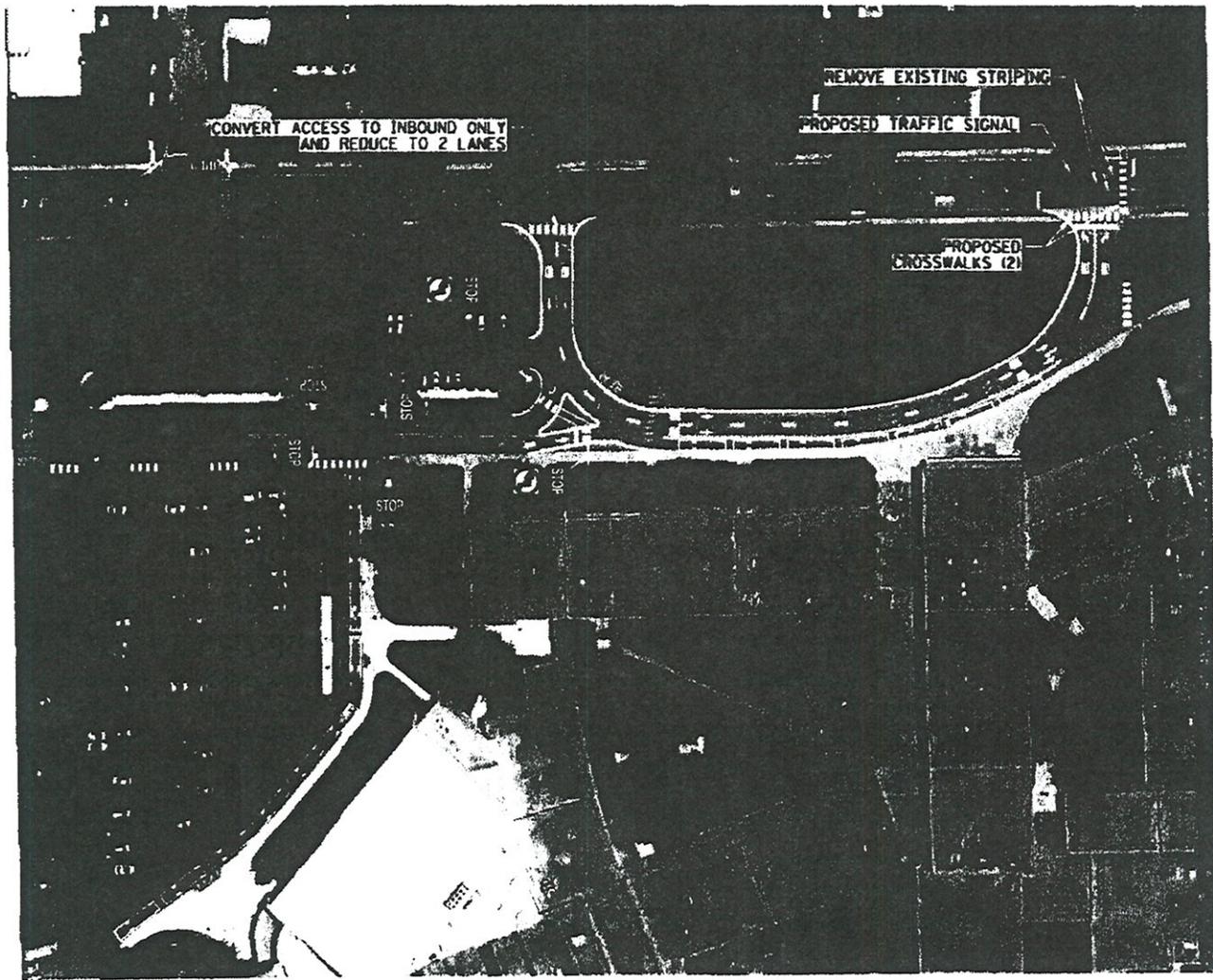
**EXHIBIT A**

**ESTIMATED PROJECT BUDGET**

<b>Willow Springs Road Traffic Signal Project</b>	<b>BUDGET</b>
<b>Expenses</b>	
<b>Engineering</b>	
Phase 2 - Development of Plans and Specifications	40,000
Phase 3 – Construction Engineering	26,000
<b>Subtotal</b>	<b>66,000</b>
<b>Construction</b>	<b>264,000</b>
<b>Total</b>	<b>330,000</b>
<b>Revenues</b>	
Federal Surface Transportation Program Funding (STP) - FY13	28,000
Federal Surface Transportation Program Funding (STP) - FY14	203,000
State of Illinois - Legislative Appropriation – DCEO	90,000
Village of La Grange	3,000
Village of Western Springs	3,000
Lyons Township High School District 204	3,000
<b>Total</b>	<b>330,000</b>

**EXHIBIT B**

**DEPICTION OF THE WORK**  
*(attached)*



4-B.51



1025 West Higgins Road, Suite 400  
 Naperville, Illinois 60563  
 Tel: (630) 344-0000 Fax: (630) 344-0001  
 PROJECT # 19-001

DESIGNED	CJC
DRAWN	CJC
CHECKED	CJC
DATE	3/10/2011

SCALE:  
 11x17 PRINT: 1" = 80'

GILBERT AVE/WILLOW SPRINGS RD TRAFFIC STUDY  
 LA GRANGE, ILLINOIS

PROPOSED CIRCULATION AND BUS STOPPING  
 (OPTION A)  
 LTNS - SOUTH CAMPUS

FIGURE NO.  
 6

**AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF WESTERN SPRINGS  
AND THE VILLAGE OF LA GRANGE  
FOR MAINTENANCE OF TRAFFIC SIGNALS  
AT THE INTERSECTION OF WILLOW SPRINGS ROAD  
AND THE LTHS / DENNING PARK ACCESS ROAD**

This Intergovernmental Agreement is made by the Village of La Grange (“*La Grange*”) and the Village of Western Springs (“*Western Springs*”), collectively the “*Villages*,” as of December \_\_\_\_, 2013 (the “*Effective Date*”).

W I T N E S S E T H:

WHEREAS, the Villages are authorized to enter into this Agreement by Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Villages, along with the Park District of La Grange (the “*Park District*”) and the Board of Education of Lyons Township High School District 204 (“*LTHS*”) have entered into an agreement titled “An Intergovernmental Agreement Among Four Local Governmental Bodies for Traffic Signal and Other Improvements on Willow Springs Road” and dated November 1, 2012, (the “*Traffic Signal Installation Agreement*”) to install traffic signals at the intersection of Willow Springs Road and the northerly LTHS / Denning Park access road (the “*Traffic Signals*”); and

WHEREAS, LTHS and the Park District each have granted easements to the Villages over the property owned by the Park District and LTHS to which, and on which, the Villages must have access to be able to maintain the Traffic Signals; and

WHEREAS, the Traffic Signal Installation Agreement is attached to this Agreement as Exhibit A, the LTHS easement agreement is attached to this Agreement as Exhibit B, and the Park District easement agreement is attached to this Agreement as Exhibit C; and

WHEREAS, the Traffic Signal Installation Agreement provides in Section 9 that the Participants will enter into a traffic signal maintenance agreement; and

WHEREAS, the Villages have agreed to take responsibility for maintenance of the Traffic Signals as provided in this Agreement;

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

Section 1. Recitals. The recitals set forth above are incorporated by reference into this Section 1 as terms of this Agreement.

Section 2. Definitions. For the purposes of this Agreement, the following terms have the meanings ascribed to them:

A. “*Costs*” means all expenditures for Maintenance performed by a third-party contractor hired by the Villages. Costs do not include (a) internal administrative costs, (b) other costs commonly considered to be indirect costs such as temporary traffic control efforts and similar ancillary matters, or (c) overtime costs incurred by La Grange or Western Springs except for overtime pay related to Extraordinary Maintenance.

B. “*Maintain*” means to perform all necessary maintenance.

C. “*Maintenance*” means Ordinary Maintenance and Extraordinary Maintenance as follows:

(a) “*Extraordinary Maintenance*” means any work necessary in an emergency to fix damage to or failure of the Traffic Signals because of a threat to public health or safety. For example, but not as a limitation, Extraordinary Maintenance may include services required in response to a vehicle accident; strong wind, lightning, flooding, earthquake, fallen branches or trees, or other natural or weather-related cause; a power surge; or other sudden cause.

(b) “*Ordinary Maintenance*” means all day-to-day inspections, bulb replacement, cleaning, repairs, replacement of component parts, and similar work on the Traffic Signals reasonably expected to be necessary under normal operating conditions and ordinary wear and tear and that ordinarily can be scheduled or planned for in advance and performed during regular working hours.

Section 3. Maintenance.

A. General Responsibility. La Grange and Western Springs are jointly responsible for Maintenance of the Traffic Signals.

B. Maintenance Contractor. The Villages jointly will enter into a contract with a traffic signal maintenance contractor for all Maintenance. The contractor may be one that currently is providing traffic signal maintenance services to one or both of the Villages. The contract may provide that one Village will pay the contractor and the other Village will reimburse the first Village for one-half of the payment. Although either Village may provide Maintenance from time to time at its discretion for simple matters, it is not expected or required that they do so.

C. Cost Sharing for Extraordinary Maintenance. In the case of an event requiring Extraordinary Maintenance, if one Village incurs costs (such as police or public works response costs) materially greater than the costs incurred by the other Village, then the second Village will reimburse the first Village in an amount such

that each Village will bear an approximately equal share of the Extraordinary Maintenance costs related to the event.

D. No Responsibility for Park District or LTHS Property. Nothing in this Agreement is meant to create, nor may be construed to create, any responsibility for La Grange or Western Springs to maintain or repair any non-Traffic-Signal component of the Park District or LTHS, including but not limited to any driveway entrance, curb, gutter, drainage structure, or landscaping, except only to restore or repair any disturbance or damage caused directly by Maintenance work.

Section 4. Indemnification. To the fullest extent permitted by law, each Village will indemnify, protect, defend, and hold harmless the other Village and its appointed and elected officials, employees, and agents from and against any and all claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses including without limitation orders, damages, judgments, fines, forfeitures, amounts paid in settlement, and attorneys' fees and litigation costs relating to, arising out of, or alleged to have occurred in whole or in part in connection with a negligent act of the first Village.

Section 5. Term of Agreement. This Agreement will remain in effect until April 30, 2033 (the "*Term*"). The Villages may extend the Term for any length of time up to an additional 20 years by written agreement made on or before April 30, 2033. If the Villages do not enter into a written agreement by April 30, 2033, to extend the Term, then the Term will be extended automatically for an additional 20-year term.

Section 6. Unconditional Requirement to Pay. Notwithstanding any issue, dispute, expiration of the Agreement, or any other matter, each Village will remain obligated to pay all amounts to the other Village required under this Agreement.

Section 7. Notices. Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received on: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via facsimile transmission; or (d) three calendar days after the sender deposits the notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as each Participant may specify in writing.

Notices to Western Springs:

Village Manager  
740 Hillgrove Avenue  
Village of Western Springs  
Western Springs, Illinois 60558  
(708) 246-1800

with a copy to:  
Deputy Village Manager  
[same contact information]

Notices to La Grange:

Village Manager  
Village of La Grange  
53 South La Grange Road  
La Grange, Illinois 60525  
(708) 579-2316

with a copy to:  
Public Works Director  
Village of La Grange  
320 East Avenue  
La Grange, Illinois 60603

Section 8. Cooperation. The Villages agree to work diligently and in good faith to resolve any dispute related to this Agreement. In that regard, the Villages agree to meet promptly, discuss and negotiate reasonably, and compromise appropriate to reach a resolution. The Villages also agree to do all things reasonably necessary or appropriate to carry out the terms of this Agreement.

Section 9. Entire Agreement. This Agreement contains the entire agreement and understanding of the Villages. No other representations, promises, agreements, or understandings, whether written or oral, are of any force or effect.

Section 10. Amendments. No amendment or change of any kind to this Agreement will be valid or binding unless it is in writing and signed by authorized representatives of each Village.

Section 11. Representation of Binding Effect. Each Village represents that this Agreement has been properly approved and executed by its corporate authorities and is legally binding on the Participant.

IN WITNESS WHEREOF, the Participants have caused this Agreement to be properly executed by their representatives as of the Effective Date.

VILLAGE OF LA GRANGE

Attest:

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

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

VILLAGE OF WESTERN SPRINGS

Attest:

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

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

EXHIBIT A

TRAFFIC SIGNAL INSTALLATION AGREEMENT

EXHIBIT B

LTHS EASEMENT AGREEMENT  
WITH WESTERN SPRINGS AND LA GRANGE

EXHIBIT C

PARK DISTRICT EASEMENT AGREEMENT  
WITH WESTERN SPRINGS AND LA GRANGE

Local Agency	 <b>Illinois Department of Transportation</b>  <b>Construction Engineering Services Agreement For Federal Participation</b>	<b>C O N S U L T A N T</b>	Consultant
Village of La Grange			Baxter & Woodman, Inc.
County Cook			Address 8840 West 192 <sup>nd</sup> Street
Section 12-00087-00-TL			City Mokena
Project No. M-4003 (083)			State IL
Job No. C-91-009-13			Zip Code 60448
Contact Name/Phone/E-mail Address Ryan Gillingham – Director of Public Works 708-579-2326 / rgillingham@villageoflagrange.com	Contact Name/Phone/E-mail Address Dennis Dabros, P.E. – 708.478.2090 ddabros@baxwood.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 described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

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

<b>Regional Engineer</b>	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
<b>Resident Construction Supervisor</b>	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
<b>In Responsible Charge</b>	A full time LA employee authorized to administer inherently governmental PROJECT activities
<b>Contractor</b>	Company or Companies to which the construction contract was awarded

**Project Description**

Name Willow Springs Road Route FAU 2697 Length 0.37 Miles Structure No. N/A

Termini At Lyons Township High School south circle drive entrance.

Description: The work included in this Contract consists of traffic signal improvements, curb and gutter and sidewalk repair and installation, installation of signage and beacons, pavement marking, parkway restoration, and other incidental and miscellaneous items of work in accordance with the Plans, Standards, Specifications, and Special Provisions. ENGINEER's Project No.: 120725.60.

**Agreement Provisions**

**I. THE ENGINEER AGREES,**

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

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

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- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
  - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
  - g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
  - h. Geometric control including all construction staking and construction layouts.
  - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
  - j. Measurement and computation of pay items.
  - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
  - m. Revision of contract drawings to reflect as built conditions.
  - n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
  3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
  4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
  5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
  6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
  7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
  8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
  9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
  10. The undersigned certifies neither the ENGINEER nor I have:
    - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

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- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
  - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
  12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
  13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
  14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
  15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

**II. THE LA AGREES,**

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$ , or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor  
 IHDC = In House Direct Costs  
 OH = Consultant Firm's Actual Overhead Factor  
 R = Complexity Factor  
 FF=Fixed Fee  
 SBO = Services by Others

Total Compensation =  $DL + IHDC + OH + FF + SBO$

Specific Rate  (Pay per element)

Lump Sum  \_\_\_\_\_

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

With Retainage

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

Without Retainage

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

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

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

### III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

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7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

- (a) Publishing a statement:
    - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
    - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
    - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
      - (A) abide by the terms of the statement; and
      - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
  - (b) Establishing a drug free awareness program to inform employees about:
    - (1) the dangers of drug abuse in the workplace;
    - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
    - (3) any available drug counseling, rehabilitation and employee assistance program; and
    - (4) the penalties that may be imposed upon an employee for drug violations.
  - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
  - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
  - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
  - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
  - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.



**Exhibit A - Construction Engineering**

Route: FAU 2697 (Willow Springs Road)  
 Local Village of La Grange  
 (Municipality/Township/County)  
 Section: 12-00087-00-TL  
 Project: M-4003 (083)  
 Job No.: C-91-009-13

*Firm's approved rates on file with Bureau of Accounting and Auditing:	
Overhead Rate (OH)	147 %
Complexity Factor (R)	0.00
Calendar Days	220

Cost Plus Fixed Fee Methods of Compensation:

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

Cost Estimate of Consultant's Services in Dollars									
Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
PROJECT INITIATION	SR ENGR. I	16	\$41.74	\$668.00	\$982.00		\$57.00	\$248.00	\$1,955.00
	ENGR. TECH III	8	\$37.94	\$304.00	\$447.00			\$109.00	\$860.00
	CLERICAL I	4	\$25.40	\$102.00	\$150.00			\$37.00	\$289.00
CONSTRUCTION ADMINISTRATION AND SHOP DRAWING	SR ENGR. II	16	\$46.07	\$737.00	\$1,083.00			\$264.00	\$2,084.00
REVIEW	SR. ENGR. I	24	\$41.74	\$1,002.00	\$1,473.00		\$148.00	\$380.00	\$3,003.00
	ENGR. TECH III	2	\$37.94	\$76.00	\$112.00			\$27.00	\$215.00
	CLERICAL I	6	\$25.40	\$152.00	\$223.00		\$60.00	\$63.00	\$498.00
FIELD OBSERVATION & CONSTRUCTION STAKING	SR ENGR. I	8	\$41.74	\$334.00	\$491.00			\$120.00	\$945.00
	ENGR. TECH III	160	\$37.94	\$6,070.00	\$8,923.00		\$493.00	\$2,245.00	\$17,731.00
COMPLETION OF PROJECT	SR ENGR. I	8	\$41.74	\$334.00	\$491.00			\$120.00	\$945.00
	ENGR. TECH III	16	\$37.94	\$607.00	\$892.00		\$98.00	\$232.00	\$1,829.00
MATERIAL TESTING						\$1,646.00			\$1,646.00
<b>Totals</b>		268		\$10,386.00	\$15,267.00	\$1,646.00	\$856.00	\$3,845.00	\$32,000.00

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Local Public Agency Resident Construction Supervisor/ In Responsible Charge

John Fortmann, P.E.
Deputy Director Division of Highways
Regional Engineer
Department of Transportation
201 West Center Court
Schaumburg, Illinois 60196-1096

County Cook
Municipality Village of La Grange
Section 12-00087-00-TL
Route FAU 2697 (Willow Springs Road)
Contract No. 61A59
Job No. C-91-009-13
Project M-4003 (083)

- I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.
I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

5/12/2014
Date

[Signature] Director of Public Works
Signature and Title (for the Local Public Agency)

Dennis Dabros, P.E.
Applicants Name (Type or Print)

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.

For Consultants: I certify that my firm is prequalified in Construction Inspection and my Documentation of Contract Quantities certificate number is 11-0347.

Bachelor's Degree in Civil Engineering.
13 years Experience working as a Resident Engineer of Federal Aid projects.

4-23-14
Date

[Signature]
Signature of Applicant

Project Manager
Job Title of Applicant

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Approved
Date

Deputy Director Division of Highways Regional Engineer

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
Engineer of Construction, Central Bureau of Construction
Resident Construction Supervisor
Local Public Agency

4-B,67



**Illinois Department  
of Transportation**

**Local Public Agency  
Construction Inspector**

John Fortmann, P.E.  
Deputy Director Division of Highways  
Regional Engineer  
Department of Transportation  
201 West Center Court  
Schaumburg, Illinois 60196-1096

County	Cook
Municipality	Village of La Grange
Section	12-00087-00-TL
Route	FAU 2697 (Willow Springs Road)
Contract No.	61A59
Job No.	C-91-009-13
Project	M-4003 (083)

I consider the following individual to be qualified as a local public agency construction inspector. In addition, I certify that adequate instruction has been given this individual concerning the requirements of the contract, specifications and construction manual which pertain to the work which he/she will inspect. This individual has been instructed on the proper procedures for any necessary tests. Furthermore, if a consultant, this individual has a valid Documentation of Contract Quantities certification.

Approved 4-28-14  
Date

[Signature]  
Signature and Title of Resident Construction Supervisor **Project Manager**

Ed Mijares  
Applicants Name (Type or Print)

The following describes the educational background, experience and other qualifications of the named applicant to serve as an inspector on this project.

**For Consultants Employees:** Documentation of Contract Quantities certificate number is 10-0487.

25 Years of experience working as a Resident Engineer.

If the Resident from BC-775 is a consultant, the local public agency employee in responsible charge must also approve this individual.

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

\_\_\_\_\_  
Signature and Title of In Responsible Charge from BC-775

4-B.68

VILLAGE OF LA GRANGE  
WILLOW SPRINGS ROAD TRAFFIC SIGNAL INSTALLATION - GCA & RPR  
SECTION NO.: 12-00087-00-TL

EXHIBIT E

BAXTER & WOODMAN, INC.  
2014 SCHEDULE OF HOURLY WAGE RATES  
AND OVERHEAD COSTS FOR PROFESSIONAL SERVICES  
ILLINOIS DEPARTMENT OF TRANSPORTATION

EMPLOYEE CLASSIFICATION	HOURLY WAGE RATES
Principal	\$63 to \$70
Sr. Engineer IV	\$55 to \$68
Sr. Engineer III	\$49 to \$59
Sr. Engineer II	\$45 to \$48
Sr. Engineer I	\$38 to \$45
Engineer III	\$36 to \$41
Engineer II	\$32 to \$34
Engineer I	\$23 to \$27
Engineer Tech V	\$54
Engineer Tech IV	\$41 to \$45
Engineer Tech III	\$36 to \$40
Engineer Tech II	\$25 to \$36
Engineer Tech I	\$16 to \$17
CAD / GIS / Survey IV	\$38 to \$44
CAD / GIS / Survey III	\$34 to \$37
CAD / GIS / Survey II	\$29 to \$33
CAD / GIS / Survey I	\$24 to \$25
Clerical	\$24 to \$28

General and employee overhead is 155% of employee compensation.  
Personal-owned vehicle Mileage Charges will be reimbursed at the rate set by the U.S. Internal Revenue Service.  
Company-owned/leased vehicle usage will be reimbursed at a rate of \$65.00 per diem or \$32.50 per half diem.  
Traffic Counters \$50/day.  
Postage - At cost.  
Sub-consultant costs will be reimbursed at their invoice costs plus 15%

4-B.69

VILLAGE OF LA GRANGE  
WILLOW SPRINGS ROAD TRAFFIC SIGNAL INSTALLATION - GCA & RPR  
SECTION NO.: 12-00087-00-TL

EXHIBIT F

BAXTER & WOODMAN, INC.

OVERHEAD\* RATE AS  
PERCENTAGE RATE OF EMPLOYEE COMPENSATION

	<b>Total Percent</b>
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	2.00%
Office Supplies & Services	2.00%
Computer Service	5.00%
Recruitment & Training	2.00%
Telephone	3.00%
Reproduction	1.00%
Automotive Expense	2.00%
Misc. Services & Expenses	0.00%
<b>IDOT Approved Rate</b>	<b>155.00%</b>

Voluntary Reduction of Overhead to 147.00%  
\*Payroll Burden and Indirect Cost

VILLAGE OF LA GRANGE  
WILLOW SPRINGS ROAD TRAFFIC SIGNAL INSTALLATION - GCA & RPR  
SECTION NO.: 12-00087-00-TL

EXHIBIT G

**ANTICIPATED PROJECT SCHEDULE**

<u>Action</u>	<u>Target Date</u>
State Letting	August 1, 2014
Notice to Proceed from State	September 2014
Begin Construction	October 2014
Suspend Construction until Traffic Signal and Signage Material Delivery	October 2014
Substantial Completion	May 2015

VILLAGE OF LA GRANGE  
WILLOW SPRINGS ROAD TRAFFIC SIGNAL INSTALLATION - GCA & RPR  
SECTION NO.: 12-00087-00-TL

**IN-HOUSE DIRECT EXPENSES**

**Mileage: (rounded to nearest dollar)**

- Project Initiation:	1 trip to IDOT	<u>102 mi</u> 102 mi x 0.560 = \$57.00
- Construction Administration:	6 trips to Village	<u>264 mi</u> 264 mi x 0.560 = \$148.00
- Field Observation:	20 trips to Site	<u>880 mi</u> 880 mi x 0.560 = \$493.00
- Completion of Project	4 trips to Site	<u>176 mi</u> 176 mi x 0.560 = \$98.00

**Subtotal \$796.00**

**UPS/FED EX Shipping: (rounded to nearest dollar)**

Assume 6 shipments @ \$10.00 per shipment = \$60.00

**Total \$856.00**

Baxter & Woodman, Inc. Consulting Engineers  
Employees' Rates Effective December 29, 2013

Last Name	Employee #	Labor Category	2014 Average Rate
Ambrose	097	Principal	
Benson	249	Principal	
Hausmann	262	Principal	
Larson	026	Principal	
Sprague	143	Principal	\$70.00

Amann	264	Sr Engineer IV	
Baumann	445	Sr Engineer IV	
Brunner	136	Sr Engineer IV	
Fischer	255	Sr Engineer IV	
Groth	564	Sr Engineer IV	
Mick	599	Sr Engineer IV	
Mitchell	484	Sr Engineer IV	
Mohler	005	Sr Engineer IV	
Sparber	607	Sr Engineer IV	
Tompkins	463	Sr Engineer IV	
Washkowiak	338	Sr Engineer IV	\$62.01

Blecke	176	Sr Engineer III	
Buzzell	611	Sr Engineer III	
Dachsteiner	259	Sr Engineer III	
Durig	596	Sr Engineer III	
Klein	328	Sr Engineer III	
Lenzini	111	Sr Engineer III	
Phipps	476	Sr Engineer III	
Verseman	519	Sr Engineer III	\$54.14

Arias	648	Sr Engineer II	
Bianchin	554	Sr Engineer II	
Eberhard	608	Sr Engineer II	
Fluhr	323	Sr Engineer II	
Foley	646	Sr Engineer II	
Harman	092	Sr Engineer II	
James	644	Sr Engineer II	
Keith	023	Sr Engineer II	
Mitchell	312	Sr Engineer II	
Orbon	512	Sr Engineer II	
Slattery	556	Sr Engineer II	
Vogel	237	Sr Engineer II	\$46.07

Bappert	630	Sr Engineer I	
Boldt	392	Sr Engineer I	
Bromley	284	Sr Engineer I	
Dabros	346	Sr Engineer I	
Hoffman	379	Sr Engineer I	
Murauskas	175	Sr Engineer I	
Naber	403	Sr Engineer I	
O'Dell	408	Sr Engineer I	
Plant	274	Sr Engineer I	
Stec	420	Sr Engineer I	\$41.74

Bobholz	616	Engineer III	
Code	488	Engineer III	
Firsching	585	Engineer III	
Hemmerich	448	Engineer III	
Holmbeck	579	Engineer III	
Koch	444	Engineer III	
Krause	407	Engineer III	
Meiers	662	Engineer III	
Moffitt	659	Engineer III	
Poole	613	Engineer III	
Priebe	398	Engineer III	
Schug	546	Engineer III	
Swanson	657	Engineer III	\$37.92

Allen	602	Engineer II	
Langer	580	Engineer II	
Wallace	601	Engineer II	
Wedoff	495	Engineer II	\$33.45

Miller	642	Engineer I	
Pendry	626	Engineer I	
Schuld	638	Engineer I	
Trent	620	Engineer I	
Wilhelmsen	663	Engineer I	
Woods	633	Engineer I	\$24.95

Davila	606	Engr Tech V	\$53.86
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DeBennette	283	Engr Tech IV	
Hudspeth	518	Engr Tech IV	
Mullaney	144	Engr Tech IV	\$43.31

Gibbons	315	Engr Tech III	
Hallock	163	Engr Tech III	
Himebaugh	086	Engr Tech III	
Kanthack	133	Engr Tech III	

4-B.74

Mijares	278	Engr Tech III	
Mohr	632	Engr Tech III	
Tanzillo	427	Engr Tech III	\$37.94

Didier, Sr.	466	Engr Tech II	
Foerster	639	Engr Tech II	
Guardi	530	Engr Tech II	
Jaski	661	Engr Tech II	
Mack	660	Engr Tech II	
Molidor	435	Engr Tech II	
Rodgers	629	Engr Tech II	
Scribner	431	Engr Tech II	
Stoecker	296	Engr Tech II	
Theobald	588	Engr Tech II	
Widmayer	658	Engr Tech II	\$31.78

Zemanek	636	Engr Tech I	\$16.25
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Botsch	231	CAD/GIS/Survey Tech IV	
Carlton	418	CAD/GIS/Survey Tech IV	
David	566	CAD/GIS/Survey Tech IV	
Eslick	064	CAD/GIS/Survey Tech IV	
Eslick	007	CAD/GIS/Survey Tech IV	
Wellbank	093	CAD/GIS/Survey Tech IV	\$40.34

Bette	271	CAD/GIS/Survey Tech III	
Bisco	409	CAD/GIS/Survey Tech III	\$35.20

Clark	263	CAD/GIS/Survey Tech II	
Morrow	207	CAD/GIS/Survey Tech II	
Nacino	382	CAD/GIS/Survey Tech II	
Roberson	560	CAD/GIS/Survey Tech II	
Spears	344	CAD/GIS/Survey Tech II	\$32.11

Johannes	503	CAD/GIS/Survey Tech I	
Sattler	563	CAD/GIS/Survey Tech I	\$24.51

Crayton	209	Clerical I	
Eisele	555	Clerical I	
Lind	461	Clerical I	
Stilts	514	Clerical I	
Tobin	266	Clerical I	
Walkington	306	Clerical I	
Yarbro	270	Clerical I	\$25.40

4-13.75

Construction Monitoring & Observations  
Construction Materials Testing  
Tunnels and Underground Openings  
Geotechnical Engineering & Evaluation

**SEECO Consultants Inc.**  
CONSULTING ENGINEERS

Subsurface Explorations  
Foundation Analysis & Design  
Structural Rehabilitation  
Condition Surveys  
Dams and Drainage Studies

April 3, 2014

Mr. Dennis Dabros, P.E.  
Baxter & Woodman  
8840 West 192<sup>nd</sup> Street  
Mokena, Illinois 60448

**PROPOSAL AND CONTRACT**  
Construction Materials Testing Services  
Willow Springs Rd., LaGrange, IL  
Section No. 12-00087-00-TL

Dear Mr. Dabros:

SEECO Consultants, Inc. is pleased to submit our proposal for the above referenced project. In preparing our proposal, we have reviewed the quantities provided, discussed the project particulars with you and have incorporated the same within. QA site services only.

The estimated sequencing is as follows:

Concrete	2 Inspections
<b><u>Portland Cement Concrete</u></b>	
Field Inspection – PCC Level II Estimate 8 hours @ \$119.00/hr	\$ 952.00
Concrete Cylinder Tests Estimate 8 cylinders @ \$23.00/cyl	\$ 184.00
Cylinder Pickup Estimate 2 hours @ \$95.00/hr	\$ 190.00
Project Engineer (Coordination, Meetings and Report Review) Estimate 2 hours @ \$130.00/hr	\$ 260.00
Trip Charge Estimate 3 trips @ \$20.00/trip	\$ 60.00
	<b>ESTIMATED TOTAL \$1,646.00</b>

Invoicing terms will be net 30 days from date of invoice. If the proposal and the attached General Conditions are acceptable, please indicate by signing and returning it to our office. Overtime rates of 1.5 times the base rate will be charged for hours in excess of eight hours (before 7:00 and after 3:30) per day and weekend hours. All field charges are portal to portal with a four hour minimum. Rates valid for 2014 construction season. Negotiated increases required if prevailing wage rates increase.

SEECO's field representatives are represented by Local 150 of the Operating Engineers. Onsite cancellations are subject to an eight hour minimum charge. Telephone cancellations after travel commences are subject to a minimum charge of three hours.

(708) 429-1666 • 7350 Duvan Drive • Tinley Park, IL 60477 • FAX: (708) 429-1689

www.seeco.com

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**PROPOSAL AND CONTRACT**

Construction Materials Testing Services  
Willow Springs Road, LaGrange, IL  
Section No. 12-00087-00-TL

April 3, 2014  
Page 2

If there are any questions with regards to this proposal, I would be glad to discuss them with you. We are very interested in providing you with our services on this project and assure you of our utmost cooperation.

Respectfully submitted,

SEECO Consultants, Inc.

APPROVED:

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Authorized Signature

\_\_\_\_\_  
Date

Please sign one copy and return it to our office and retain one copy for your files.

DCC:arm

Attachment

O:\Proposals\QC\B&W- LaGrange 040314.doc



Donald C. Cassier  
Director of Field Services



Collin W. Gray, S.E., P.E.  
President

**Scope of Work**

SEECO Consultants Inc. (hereinafter called SEECO) shall perform the services defined in this contract and shall invoice the Client for those services at the stated amount or standard rates shown on the attached fee schedule. The estimate of cost to the Client as stated in this contract shall not be considered as a firm figure, but only an estimate unless otherwise specifically stated in this contract. SEECO will provide additional services under this contract as requested by the Client and invoice the Client for those additional services at the standard rates, as quoted. Contract does not include the provision for prevailing wage rates unless otherwise stated. Acceptance of services proposed herewith - prior to contract execution- implies and constitutes acceptance of rates and conditions set forth in this contract unless explicitly agreed upon mutually in writing prior to inception of services.

**Soil Boring Locations**

It is understood that the Client will furnish SEECO with a diagram indicating both the location of the site and the borings on that site. SEECO reserves the right to deviate a reasonable distance from the boring location specified unless this right is specifically revoked by the Client in writing at the time the location diagram is supplied. SEECO reserves the right to terminate this contract if conditions preventing the drilling at the specified locations are encountered which were not made known to SEECO prior to the date of this contract. SEECO will contact the underground utility locate network responsible in the locale being drilled. However, SEECO is not responsible for damage to underground utilities that are not marked, located or mislocated/mismarked whether said utility is party to the locating network or not. Client is responsible for locating proprietary utilities and/or underground structures and appurtenances. SEECO will backfill the boreholes with soil cuttings and match the surface to existing conditions, unless otherwise stated in the contract. SEECO is not responsible to maintain boreholes beyond initial backfilling, for any repair of settled backfill, or any costs associated with potential borehole settlement, including reparations or personal injury beyond our active on site exploration time.

**Construction Observation and Testing**

Unless otherwise stated in contract, field personnel charges are subject to an eight hour minimum, including portal-to-portal travel time. Any cancellations onsite will incur said eight hour minimum. Cancellations after travel time has commenced will incur a minimum charge of 3 hours to the client.

**Access to Sites**

Unless otherwise agreed, the Client will furnish SEECO with right-of-access to the site in order to conduct the planned investigation or inspection. SEECO will take responsible precautions to minimize damage to the site due to its operations, but has not included in the fee the cost of restoration of any damage resulting from the operations. This includes crop damage/restoration costs. If the Client desires, SEECO will restore any damage to the site and add the cost of restoration to the fee stated in the proposal contract.

**Samples/Reports**

All samples of soil and rock will be discarded 60 days after submission of the report unless the Client advises SEECO in writing to the contrary. SEECO will furnish three copies of each report to the client.

**Subcontracts/Assignments**

SEECO reserves the right to subcontract drilling and related support services to SEECO Environmental Services Inc. and construction inspection, observation and testing services to SEECO Construction Services, Inc. Subcontracting rights are not limited to stated services or entities. Client may not assign this contract without express written consent of SEECO.

**Invoices**

Invoices will be submitted once a month for services performed during the prior month. Payment will be due within 30 days of receipt of invoice unless otherwise stated in contract. Interest will be added to delinquent accounts at the rate of two percent per month for each month of delinquency. The billing rates as described in the contract may be increased on the annual anniversary of the effective date of this contract at an annual rate not to exceed 10%. Any and all costs incurred in collecting delinquent invoices, including but not limited to legal fees, filing fees and costs, court costs, etc. will be added to the amount due.

**Liability**

SEECO is protected by Workman's Compensation Insurance (and/or employer's liability insurance) and by public liability insurance for bodily injury (limit \$1,000,000) and property damage (limit \$1,000,000) and will furnish certificates of insurance upon request. Within the limits of the insurance, SEECO agrees to save the Client harmless from loss, damage, injury or liability arising directly from the negligent acts or omissions of SEECO and its employees. If the Client's contract places greater responsibility upon SEECO or requires increased insurance coverage, SEECO will, if specifically directed by the Client, take out additional insurance, if obtainable, at the Client's expense, but will not be responsible for property damage from any causes, including fire and/or explosion beyond the limits of the insurance coverage.

**Limitation of Liability**

The Client recognizes the inherent risks connected with construction. In performing their professional services, SEECO will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of their profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. It is agreed that the Client will limit any and all liability, claim for damages, cost of defense, or expenses to be levied against SEECO on account of any design defect, error, omission, or professional negligence to a sum not to exceed \$1,000.00. Further, the Client agrees to notify any contractor or subcontractor who may perform work in connection with any design, report or study prepared by SEECO of such limitation of liability for design defects, omissions, or professional negligence, and require as a condition precedent to their performing the work a like limitation of liability on their part as against SEECO. In the event the Client fails to obtain a like limitation of liability provision as to design defects, errors, omissions, or professional negligence, any liability of the Client and SEECO in such a manner that the aggregate liability for SEECO for such design defect to all parties, including the Client shall not exceed \$1,000.00. Limitation of liability stated herewith is extended to include SEECO Construction Services, Inc. and SEECO Environmental Services, Inc., and any and all officers, shareholders, employees and/or agents of SEECO Consultants Inc., SEECO Construction Services, Inc., and/or SEECO Environmental Services, Inc.

VILLAGE OF LA GRANGE, ILLINOIS  
WILLOW SPRINGS ROAD TRAFFIC SIGNAL INSTALLATION – GCA / RPR

TASK ORDER NO. 61

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 61:

**1. Contracted Services:**

Baxter & Woodman, Inc. shall provide the Village with construction engineering services for the Willow Springs Road Traffic Signal Installation project. All terms and conditions of the master task order contract dated May 13, 2013 with the Village of La Grange shall apply.

**2. Project Schedule:**

The following schedule is anticipated:

August 1, 2014	State Letting
September 2014	Notice to Proceed from the State
October 2014	Begin Construction
October 2014	Suspend Construction until Traffic Signal and Signage Material Delivery

**3. Project Completion Date:**

May 2015

**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 \$32,000.

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

All other terms and conditions remain unchanged.

[signature page follows]

**VILLAGE**

**CONSULTANT**

\_\_\_\_\_  
Signature

*John V. Ambrose*  
\_\_\_\_\_  
Signature

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

John V. Ambrose  
\_\_\_\_\_  
Vice President/Secretary

\_\_\_\_\_  
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

 <b>Illinois Department of Transportation</b> <b>Local Agency Agreement for Federal Participation</b>	Local Agency Village of La Grange	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 12-00087-00-TL	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
C-91-009-13	M-4003(083)				

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 Willow Springs Road Route FAU 2697 Length 0.37 mi  
 Termini 47<sup>th</sup> Street to 50<sup>th</sup> Street including Lyons Township High School South Entrance

Current Jurisdiction LA TIP Number 05-12-0014 Existing Structure No N/A

**Project Description**

Traffic signal installation on Willow Springs Road at the Lyons Township High School South Entrance. Improvements include traffic signal installation, sidewalk and curb and gutter removal and replacement, speed notification signage, pavement markings and other incidental and miscellaneous items of work.

**Division of Cost**

Type of Work	STU	%	%	LA	%	Total
Participating Construction	224,700	( * )	( )	96,300	( BAL )	321,000
Non-Participating Construction		( )	( )		( )	
Preliminary Engineering		( )	( )		( )	
Construction Engineering	22,400	( * )	( )	9,600	( BAL )	32,000
Right of Way		( )	( )		( )	
Railroads		( )	( )		( )	
Utilities		( )	( )		( )	
Materials						
<b>TOTAL</b>	<b>\$ 247,100</b>			<b>\$ 105,900</b>		<b>\$ 353,000</b>

\*Maximum FHWA (STU) Participation 70% not to exceed \$247,100.

**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 Balance divided by estimated total cost multiplied by actual progress payment.

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

4-B.81

## 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:
- 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 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;
  - 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
  - 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:
- 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;
  - 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;
  - The **LA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (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** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 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 System for Award Management or SAM (formerly 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. To register or renew, please register at <https://governmentcontractregistration.com/sam-registration.asp>.

#### 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

Tony Small, 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.



**BAXTER & WOODMAN**  
Consulting Engineers

WILLOW SPRINGS ROAD AT LYONS TOWNSHIP HIGH SCHOOL ENTRANCE  
ADDENDUM 1 - LOCATION MAP

VILLAGE OF LA GRANGE, ILLINOIS  
SECTION 12-00087-00-TS

EXHIBIT  
1 of 1

4-B,86

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: May 12, 2014

RE: **AWARD OF CONTRACT – (1) CONSTRUCTION OF COSSITT AVENUE WATER MAIN REPLACEMENT PROJECT FROM GILBERT AVENUE TO LEITCH AVENUE ; (2) CONSTRUCTION ENGINEERING SERVICES AGREEMENT**

---

In advance of the Cossitt Avenue Resurfacing Project (Gilbert to Brainard) staff recommends replacement of the water main on Cossitt Avenue from Gilbert Avenue to Leitch Avenue. This section of 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. This project is scheduled to be completed a year in advance of the Cossitt Avenue Street Resurfacing Program.

On August 26, 2013, the Village Board approved a task order engineering agreement with Baxter & Woodman to complete the plans and specifications for this project. The plans called for the rehabilitation of the existing water main by using a process called cured-in-place pipe lining technology. Cured-in-place lining involves inserting a new liner inside the existing pipe and curing in 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 process is less disruptive to residents, results in fewer tree removals and requires less parkway restoration since it does not require traditional open trench methods for installation. This method of water main rehabilitation provides a new structurally sufficient pipe inside the existing pipe without the disruption and cost associated with traditional open trench excavation methods. The life expectancy of the new liner is estimated to be 50+ years.

As part of the bid document staff also requested an alternate bid to rehabilitate the connecting water main segment that runs below the BNSF Railroad should favorable bid prices be received.

On April 2, 2014, the Village advertised that bids would be received for the Cossitt Avenue Water Main Lining Project. A total of three water main lining contractors picked up the bid documents. The bid opening was held on Tuesday, April 29, 2014 at 10:00 am with the following results:

Cossitt Avenue Water Main Replacement Project  
Award of Contract  
Board Report – May 12, 2014 – Page 2

<b>Rank</b>	<b>Contractor</b>	<b>Base Bid Amount</b>	<b>Alternate Bid Amount</b>
1	Fer-Pal Construction, Elgin IL	264,802.68	346,478.67
2	Michels, Brownsville WI	296,604.50	373,651.50
3	Insituform, Chesterfield MO	308,139.20	400,588.30
	Engineer's Estimate of Cost	\$249,660.00	

In the attached bid analysis, Baxter & Woodman believes the higher than expected bid prices are the result of (1) increased costs for pavement patching and (2) increased use of water main lining for rehabilitation in the Chicagoland area with limited contractor availability. However the cost for water main installation utilizing traditional open cut methods has also increased. Baxter & Woodman estimates that the cost for replacing the Cossitt Avenue water main using open cut methods is approximately \$327,000, or \$62,000 more than the low bid price for lining. Therefore staff recommends implementing the water main lining project as bid because the water main is in need of replacement, and water main lining is less disruptive and less expensive than traditional open cut methods.

Baxter & Woodman finds the low bidder, Fer-Pal 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 \$264,802.68. We concur with their assessment and recommend awarding the contract to Fer-Pal Construction. Staff does not recommend awarding the alternate bid for lining the water main below the BNSF railroad due to prioritization of the Cossitt Avenue water main and limited funding.

The FY2014-15 Water Fund Budget includes \$250,000 for construction and construction engineering, which was based on preliminary engineering estimates. Based on the actual bids received an additional \$35,178 is needed to construct the project. Staff recommends using Water Fund reserves for this expense as sufficient funds exist within this fund. A budget amendment would be required at the end of the year to recognize this additional expense. The following is the proposed budget for the project:

<b>Cossitt Avenue Water Main Replacement Project – Gilbert Avenue to Leitch Avenue</b>	<b>BUDGET</b>
<b>Expenses</b>	
<b>Engineering</b>	
Phase 2 – Development of Plans and Specifications	15,500
Phase 3 – Construction Engineering	19,875
<b>Subtotal</b>	<b>35,375</b>
<b>Construction</b>	
Fer-Pal Construction	264,803

Cossitt Avenue Water Main Replacement Project  
Award of Contract  
Board Report – May 12, 2014 – Page 3

<b>Total</b>	<b>300,178</b>
<b>Funding Sources</b>	
Water Fund – Mains – FY2013-14	15,000
Water Fund – Mains – FY2015-16	250,000
Water Fund – Reserves	35,178
<b>Total</b>	<b>300,178</b>

Also attached for your consideration and approval is an agreement for construction engineering services. We recommend Baxter & Woodman perform the construction management for this project based on their knowledge of this project, experience in this type of work, familiarity with the Village, and past performance. Baxter & Woodman proposes to complete all construction inspection, IEPA mandated documentation, preparation of all contractor payments and submission of as-built drawings for an amount not-to-exceed \$19,875. If approved, a task order with Baxter & Woodman will be executed for this work in accordance with their municipal engineering task order contract.

We anticipate the following schedule for the project:

<u>Action</u>	<u>Completion Date</u>
Contract Award	May 12, 2014
Construction Start	June 15, 2014
Substantial Completion	July 31, 2014

In summary, staff recommends that the Village Board award the contract for the Cossitt Avenue Water Main Replacement Project to Fer-Pal Construction in the amount of \$264,802.68. The final amount of the contract will be based on the actual work performed by the contractor at the unit prices listed in the contract. Also, we recommend approval of a task order agreement with Baxter & Woodman for construction engineering services for the project in the amount of \$19,875.

4-C,2

May 1, 2014

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

**RECOMMENDATION TO AWARD**

***Subject: Village of La Grange – Cossitt Avenue Water Main Lining***

Dear Mr. Gillingham:

The following bids were received and opened publicly on June 13, 2012 for the Cossitt Avenue Water Main Lining project.

<b><u>Bidder</u></b>	<b><u>Base Bid</u></b>	<b><u>Alternate Bid</u></b>
Fer Pal Construction USA LLC Elgin, IL	\$264,802.68	\$346,478.67
Michels Corporation Brownsville, WI	\$296,604.50	\$373,651.50
Insituform Technologies USA Chesterfield, MO	\$308,139.20	\$400,588.36

Our pre-bid opinion of probable cost of construction for the project was \$249,660 for the Base Bid and \$322,000 for the Alternate Bid.

The scope of work of the Base Bid consists of rehabilitating the 6-inch water main on Cossitt Avenue from Gilbert Avenue east to Leitch Avenue by installing a Cast In Place Pipe (CIPP) liner inside the existing water main pipe. The scope of work of the Alternate Bid consists of the same scope of work as the Base Bid, plus rehabilitating the 8-inch water main on Leitch Avenue from Cossitt Avenue north to Hillgrove Avenue (underneath the railroad tracks) by installing a Cast In Place (CIPP) liner inside the existing water main pipe.

We have analyzed each of the bids and find Fer Pal Construction USA LLC to be the lowest, responsible, and responsive Bidder.

Based on our prior experience with this bidder, we believe Fer Pal Construction USA LLC is qualified to complete the project. We recommend award of the Bid in the amount of \$264,802.68 to Fer Pal Construction USA LLC.

4-C.3

Following is a list of a two projects Fer Pal Construction USA LLC has recently completed for our Clients:

1. **Project Name: Lombard Avenue Water Main Lining Under I-290**

Client: Village of Oak Park

Project Scope: The Scope of work includes water main rehabilitation including lining a 12 inch water main under I-290 (approx. 380 ft.); replacement of piping in vertical chambers, gate valves; water main connections; testing; surface restoration; and other miscellaneous items of work.

Contract Value: Approximately \$340,000

2. **Project Name: Oak-Euclid-Forest-Alley Improvements**

Client: Village of Glen Ellyn

Project Scope: The water main lining portion of this project consisted of water main rehabilitation including lining 1,900 lineal feet of a 6-inch water mains; gate valves; fire hydrants; water main connections; testing; surface restoration; and other miscellaneous items of work.

Contract Value: Approximately \$300,000 of water main lining and appurtenances - the total project cost was approximately \$2,656,000.

**Discussion Of Why The Bids Received Are Higher Than The March 2013 Budget Costs**

In March of 2013 BWI provided the Village budgetary costs to rehabilitate the Cossitt Avenue water main from Gilbert Avenue to Leitch Avenue in two different methods of construction: 1) water main lining, and 2) open cut water main replacement. The budgetary costs were \$177,815 for lining and \$233,730 for open cut installation of a new water main. At the time these budgetary prices were prepared it was unknown that the cross section of Cossitt Avenue included an 8-inch PCC base, of which the PCC base restoration portion of the low bidder's bid is \$35,000 of their total bid. The other primary factor of why the bids received are higher than the budgeted estimate is that the overall unit prices received in water main lining projects has increased markedly over the past year. There are only about 5 contractors that bid water main lining projects in the Chicagoland area and as water main lining has become more popular over the last year, the prices of the lining projects has increased.

Also of note is that the cost of open cut water main replacement projects have also markedly increased over the last year. The economic down turn caused many contractors to go out of business, and now the remaining underground contractors are generally very busy, thus resulting in price increases for open cut construction. BWI has revised the open cut cost estimate provided in March 2013 and determined the current cost estimate for open cut replacement of this section of water main is \$327,000 when accounting for overall higher bid prices and including the restoration of PCC base course in Cossitt Avenue. Not included in this estimate of \$327,000 are potential additional pavement restoration costs that may be incurred if the PCC base course of Cossitt Avenue was to break-up once it is saw-cut and excavated through to install a new water main. Older PCC base courses are known to be very stable when undisturbed, however are very susceptible to breaking apart once they are saw cut and exposed. When PCC base breaks up, additional quantity of pavement has to be removed until stable PCC base course is found.

The original bid bonds and bid forms are enclosed for your files. Please advise us of your decision.

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS



Tony Anezer, P.E.  
Project Manager

C: Dennis Dabros, P.E. BWI (via e-mail, letter only)

VILLAGE OF LA GRANGE, ILLINOIS  
COSSITT AVENUE WATER MAIN IMPROVEMENTS – GCA / RPR

TASK ORDER NO. 60

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 60:

**1. Contracted Services:**

Baxter & Woodman, Inc. shall provide the Village with construction engineering services for the Cossitt Avenue Water Main Improvement project. All terms and conditions of the master task order contract dated May 13, 2013 with the Village of La Grange shall apply.

**2. Project Schedule:**

The following schedule is anticipated:

April 29, 2014	Bid Opening
May 12, 2014	Contract Award
June 15, 2014	Construction Start
July 31, 2014	Substantial Completion

**3. Project Completion Date:**

September 12, 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 \$19,875.

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

All other terms and conditions remain unchanged.

**[signature page follows]**

**VILLAGE**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

**CONSULTANT**

*John V. Ambrose*  
\_\_\_\_\_  
Signature

John V. Ambrose  
\_\_\_\_\_  
Vice President/Secretary

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

VILLAGE OF LA GRANGE, ILLINOIS  
COSSITT AVENUE WATER MAIN IMPROVEMENTS – GCA / RPR

EXHIBIT A

**PROJECT DESCRIPTION**

This Project consists of providing construction engineering services for cured-in-place pipe (CIPP) rehabilitation and other miscellaneous work necessary to complete the water main improvements along Cossitt Avenue (Gilbert Avenue to Leitch Avenue) and north along Leitch Avenue, including the BNSF Railroad crossing.

VILLAGE OF LA GRANGE, ILLINOIS  
COSSITT AVENUE WATER MAIN IMPROVEMENTS – GCA / RPR

EXHIBIT B

**SCOPE OF SERVICES**

1. Act as the Village's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
2. PROJECT INITIATION
  - Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
  - Prepare Award Letter, Agreement, Contract Documents, Performance/ Payment Bonds, and Notice to Proceed. Review Contractor insurance documents.
3. CONSTRUCTION ADMINISTRATION
  - Attend periodic construction progress meetings.
  - Check, review, and approve shop drawings, manufacturer's literature, samples, and other submittals by the Contractor, but only for compliance with the drawings and specifications as to quality of materials and performance of equipment. Such review shall not be construed as relieving the Contractor of the responsibility to meet requirements of the construction contract documents.
  - Prepare for construction layout and staking.
  - Review construction record drawings for completeness prior to submission to CADD.
  - Prepare construction contract change orders and work directives when authorized by the Village.
  - Review the Contractor's requests for payments as construction work progresses, and advise the Village of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
  - Research and prepare written response by Consultant to requests for information from the Village and Contractor.
  - Visit site as needed by Project Manager or other office staff.
4. FIELD OBSERVATION
  - Provide a Resident Project Representative at the construction site on a full-time basis for two weeks (80 hours) and a part-time basis for two weeks (40 hours) from the Consultant's office of not more than eight (8) hours per regular weekday, not including legal holidays as deemed necessary by the Consultant, to stake-out construction lines and grades, to assist the Contractor with interpretation of the Drawings and

Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. The construction Contractor is a separate company from the Consultant. The Village understands and acknowledges that the Consultant is not responsible for the Contractor's construction means, methods, techniques, sequences or procedures, time of performance, compliance with Laws and Regulations, or safety precautions and programs in connection with the Project, and the Consultant does not guarantee the performance of the Contractor and is not responsible for the Contractor's failure to execute the work in accordance with the construction contract documents.

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

#### 5. COMPLETION OF PROJECT

- Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Village.
- Review the Contractor's requests for final payment, and advise the Village of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- Complete field survey work to be used in completing the construction record drawings.
- Prepare construction record drawings which show field measured dimensions of the completed work which the Consultant considers significant and provide the Village with one set of reproducible record drawings within ninety (90) days of the Project completion.

VILLAGE OF LA GRANGE, ILLINOIS  
COSSITT AVENUE WATER MAIN IMPROVEMENTS  
SECTION NO.: N/A

EXHIBIT C

CONSTRUCTION ENGINEERING  
COST ESTIMATE OF CONSULTANT'S SERVICES IN DOLLARS

Route: Cossitt Avenue  
Local Agency: Village of La Grange  
  
Section: N/A  
Project: N/A  
Job No.: N/A

*Firm's approved rates on file with IDOT's Bureau of Accounting and Auditing:	
Overhead Rate	147%
Complexity Factor	0
Calendar Days	45

Anticipated Service from 6/16/14 to 7/31/14

Method of Compensation:

Cost Plus Fixed Fee 1	X	14.5%[DL + R(DL) + OH(DL) + IHDC]
Cost Plus Fixed Fee 2	<input type="checkbox"/>	14.5%[DL + R(DL) + 1.4(DL) + IHDC]
Cost Plus Fixed Fee 3	<input type="checkbox"/>	14.5%[(2.8 + R)DL] + IHDC
Direct Labor Multiple	<input type="checkbox"/>	
Specific Rate	<input type="checkbox"/>	
Lump Sum	<input type="checkbox"/>	

4-C.11

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs	Overhead*	In-House Direct Costs	Services by Others	Profit	Total
PROJECT INITIATION & PUBLIC MEETINGS	SR. ENGR. I	8	\$41.74	\$334.00	\$491.00	\$44.00		\$126.00	\$995.00
	ENGR. III	4	\$37.92	\$152.00	\$223.00	\$22.00		\$58.00	\$455.00
	ENGR. TECH III	4	\$37.94	\$152.00	\$223.00			\$54.00	\$429.00
	CLERICAL I	2	\$25.40	\$51.00	\$75.00			\$18.00	\$144.00
CONSTRUCTION ADMINISTRATION	SR. ENGR. I	12	\$41.74	\$501.00	\$736.00	\$88.00		\$192.00	\$1,517.00
	ENGR. TECH. III	8	\$37.94	\$304.00	\$447.00			\$109.00	\$860.00
	CLERICAL I	2	\$25.40	\$51.00	\$75.00	\$25.00		\$22.00	\$173.00
FIELD OBSERVATION & CONSTRUCTION LAYOUT	SR. ENGR. I	4	\$41.74	\$167.00	\$245.00	\$22.00		\$63.00	\$497.00
	ENGR. TECH. III	120	\$37.94	\$4,553.00	\$6,693.00	\$440.00		\$1,694.00	\$13,380.00
COMPLETION OF PROJECT	SR. ENGR. I	8	\$41.74	\$334.00	\$491.00			\$120.00	\$945.00
	ENGR. TECH. III	4	\$37.94	\$152.00	\$223.00	\$44.00		\$61.00	\$480.00
MATERIAL TESTING									\$0.00
<b>TOTALS</b>		176		\$6,751.00	\$9,922.00	\$685.00	\$0.00	\$2,517.00	\$19,875.00

**CONSTRUCTION ENGINEERING TOTAL NOT TO EXCEED \$19,875.00**

In-House Direct Costs:  
VEHICLE EXPENSES: TRAVEL - 1,336 MI @ CURRENT IRS RATE (\$0.560 FOR ESTIMATING PURPOSES) = \$660.00  
PRODUCTION, ADMINISTRATION, POSTAGE: \$25.00

Services by Others:  
MATERIAL TESTING: N/A \$0.00

VILLAGE OF LA GRANGE  
Department of Public Works

**BOARD REPORT**

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

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

DATE: May 12, 2014

RE: **ENGINEERING SERVICES AGREEMENT- FY 2014-2015**  
**NEIGHBORHOOD STREET RESURFACING PROJECT**

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The purpose of the Neighborhood Resurfacing Program is to plan for the routine resurfacing and repair of neighborhood streets on a defined schedule. In April, 2011, the Village contracted with Baxter & Woodman, Inc. to complete a Street Condition Survey of all Village Streets. The purpose of the report was to establish the next generation of neighborhood street rehabilitation priorities. Based on results from the survey, staff recommended, and the Board concurred with, modifying the approach of street resurfacing from a neighborhood based system to one in which street resurfacing priorities are based on the individual condition of street block segments.

As part of the street condition survey, Baxter & Woodman completed a field survey to determine pavement conditions on all Village Streets and alleys. This data was then analyzed based on industry standards for rating roadway conditions and each block segment of roadway received a score from 0-100 called a Pavement Condition Index (PCI). Based on the results from this analysis, streets included in the FY2014-15 resurfacing program include the following street segments:

<u>Street</u>	<u>From</u>	<u>To</u>
Park Road	41 <sup>st</sup> Street	Ogden Avenue
Kensington Avenue	47 <sup>th</sup> Street	Cossitt Avenue
Elm Avenue	Sunset Avenue	Blackstone Avenue
Maple Avenue	Sunset Avenue	Blackstone Avenue
Blackstone Avenue	47 <sup>th</sup> Street	Elm Avenue
50 <sup>th</sup> Street	Willow Springs Road	End

A map of the streets included in the FY2014-15 resurfacing program is attached for reference. We believe the above streets were last resurfaced in the 1980's. We anticipate

that the scope of work for this project will generally consist of milling and resurfacing the existing pavement, intermittent sidewalk and curb and gutter replacement, surface drainage corrections and sewer structure repairs as required.

The FY2014-15 Proposed Capital Projects Fund budget includes \$80,000 for the completion of the design engineering work for these street segments. Construction is budgeted for these street segments in FY2015-16 in the amount of \$980,000. Please note, the budget reflects completion of the engineering work for the resurfacing program in the fiscal year prior to construction so work can start on May 1 at the beginning of the construction season. The current schedule for the project is as follows:

<u>Action</u>	<u>Completion Date</u>
Complete Engineering Design	December 2014
Award Construction Contract	Spring 2015
Construction Completion	Summer 2015

Baxter & Woodman, Inc. proposes to complete the plans and specifications, and coordinate the required review and approval process with IDOT for this work for an amount not-to-exceed \$80,000 We recommend Baxter & Woodman, Inc. perform the engineering work for this project in accordance with the attached task order based on their experience in this type of work, familiarity with the Village, and past performance.

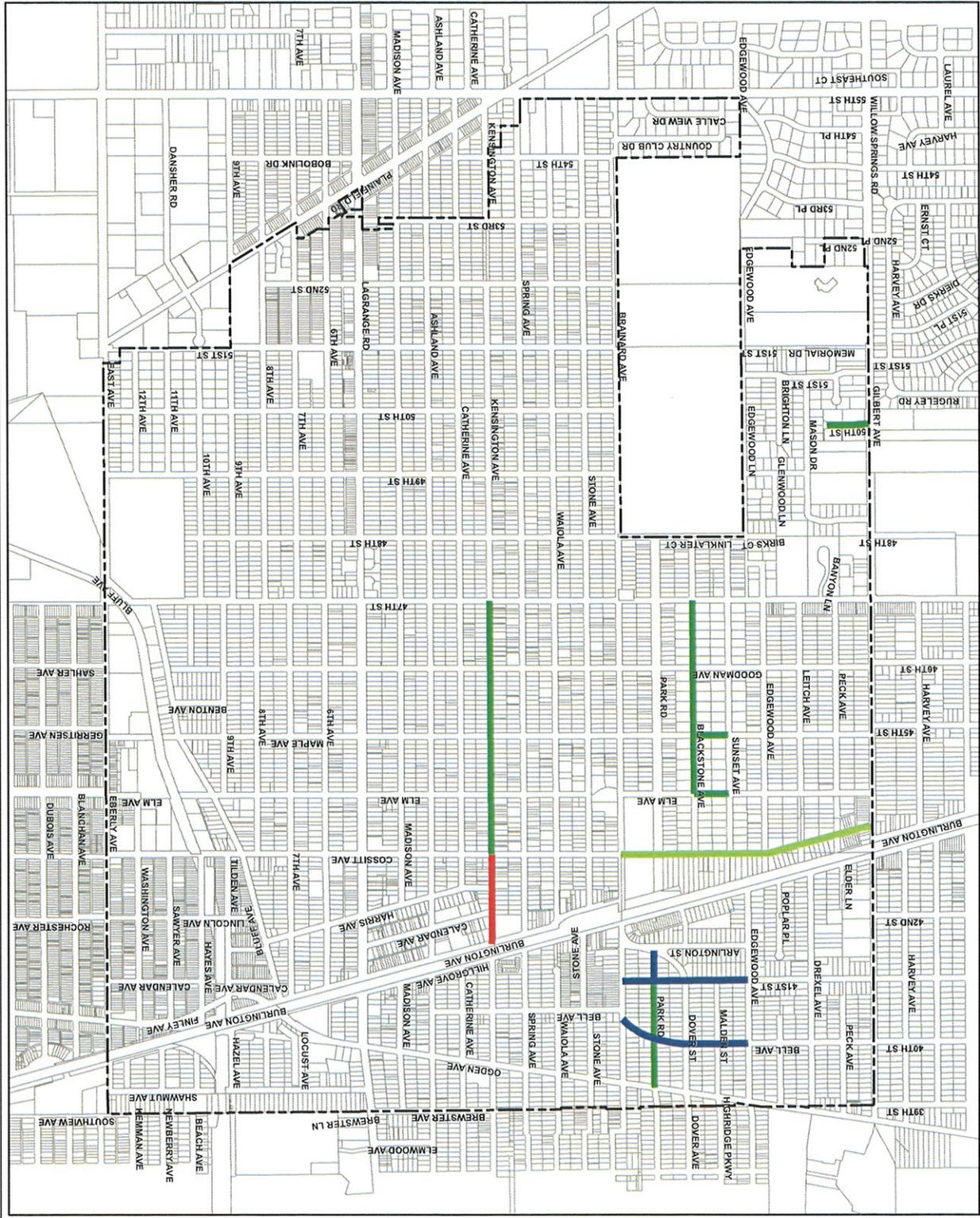
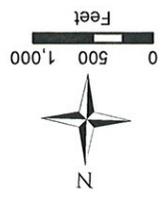
If approved, the attached task order with Baxter & Woodman, Inc. will be executed for this work in accordance with their municipal engineering task order contract. Additionally, IDOT requires for the utilization of MFT funds that the Preliminary Engineering Services Agreement for Motor Fuel Tax Funds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

In summary, staff recommends approval of the task order with Baxter & Woodman in the total amount of \$80,000 for the completion of the detailed engineering and design for the FY2014-15 Neighborhood Resurfacing Project. Staff also recommends approval of the Preliminary Engineering Services Agreement for Motor Fuel Tax Funds and Resolution for Improvement by Municipality Under the Illinois Highway Code be approved.

# VILLAGE OF LA GRANGE, ILLINOIS PROPOSED PAVEMENT IMPROVEMENTS

- █ 2013/2014 Resurfacing Program (Completed)
- █ 2015/2016 Resurfacing Program
- █ Kensington Ave STP Program - 2016
- █ Cossitt Ave STP Program - 2015
- Village Boundary

4-0.2



VILLAGE OF LA GRANGE, ILLINOIS  
FY 2014-2015 NEIGHBORHOOD RESURFACING PROJECT

TASK ORDER NO. 56

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 56:

**1. Contracted Services:**

Baxter & Woodman, Inc. shall provide the Village with detailed engineering and design services as described in the Project Description (Exhibit A) and Scope of Services (Exhibit B), attached hereto. A Motor Fuel Tax (MFT) Agreement has been prepared to allow the use of MFT funds. In case of a conflict, 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):

All services shall be completed prior to December 31, 2014.

**3. Project Completion Date:**

All Contracted Services must be completed on or before December 31, 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 \$80,000. 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**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

**CONSULTANT**

  
\_\_\_\_\_  
Signature

Steve A. Larson, PE, President/CEO

\_\_\_\_\_  
Name (Printed or Typed)

April 28, 2014  
\_\_\_\_\_  
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

Municipality La Grange	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b>	<b>C O N S U L T A N T</b>	Name Baxter & Woodman, Inc.
Township				Address 8678 Ridgefield Road
County Cook				City Crystal Lake
Section 14-00090-00-RS				State IL, 60012

THIS AGREEMENT is made and entered into this 12<sup>th</sup> day of May, 2014 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

**Section Description**

Name FY 2014-2015 Neighborhood Resurfacing Project

Route See Exhibit A Length \_\_\_\_\_ Mi. \_\_\_\_\_ FT (Structure No. \_\_\_\_\_ )

Termini See Exhibit A

Description:

Design Engineering for the resurfacing, base repair, curb repair and parkway restoration of various Village streets. See Exhibit B for Scope. ENGINEER's Project No. 140091.40

**Agreement Provisions**

**The Engineer Agrees,**

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

Note: Four copies to be submitted to the Regional Engineer

4-0.5

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

**The LA Agrees,**

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

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000	Cost plus Fixed Fee Not to	(see note)
	<u>Exceed \$80,000 (See Exhibit C)</u>	%
	_____	%
	_____	%
	_____	%
	_____	%

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

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus 147 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

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

4-0.6

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

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

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 147 percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 147 percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

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#### **It is Mutually Agreed,**

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

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

Executed by the LA:

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

State of Illinois, acting by and through its

ATTEST:

By \_\_\_\_\_  
Village Clerk  
(Seal)

By \_\_\_\_\_  
Title Village President

Executed by the ENGINEER:

ATTEST:

By Barbara Tobin  
Title Deputy Secretary

By \_\_\_\_\_  
Title President / CEO

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

4-D, 8

VILLAGE OF LA GRANGE, ILLINOIS  
FY 2014-2015 NEIGHBORHOOD RESURFACING PROJECT

EXHIBIT A

PROJECT DESCRIPTION

Street No.	Street	From	To
1	Park Road	41 <sup>st</sup> Street	Ogden Avenue
2	Kensington Avenue	47 <sup>th</sup> Street	Cossitt Avenue
3	Elm Avenue	Sunset Avenue	Blackstone Avenue
4	Maple Avenue	Sunset Avenue	Blackstone Avenue
5	Blackstone Avenue	47 <sup>th</sup> Street	Elm Avenue
6	50 <sup>th</sup> Street	Willow Springs Road	End

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

I:\Chicago\LAGRV\140091 - 2015 Street Program\Contract\Exhibit A\_04-18-14.Doc

VILLAGE OF LA GRANGE, ILLINOIS  
FY 2014-2015 NEIGHBORHOOD RESURFACING PROJECT

EXHIBIT B

**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. Coordinate with Village and Project team to incorporate Village goals into final Project. Prepare and submit monthly invoices and coordinate invoices from sub-consultants. Attend one kick-off meeting with the Village to review the Project and establish Project criteria and clear lines of communication, and attend one progress meeting to review the Plans, Contract Proposal, and Estimate of Cost.

2. PLAN PREPARATION

- *Field evaluation:* Perform a field evaluation of the condition of existing pavements, drainage structures, and curb and gutter. Estimate quantities of pavement repair. Observe and photograph the project area and immediate surroundings in order to identify readily apparent physical conditions and patterns of use.
- *Topographic Survey:* Perform topographic survey within the Project limits. State plane coordinates and NAVD 88 will be used for horizontal and vertical controls. Collect photographs along the Project route to assist with design drawings and exhibits. Collect drainage structure condition, inverts, size, and flow direction. Download and develop digital terrain model for use in design and plan preparation. Field-locate existing property corners and obtain recorded documents to determine the limits of existing right of way. It is not anticipated that the topographic survey services will require Prevailing Wage for Survey Worker to be paid to technicians performing the work. In the event it is determined that the design topographic survey is covered work under the Illinois Prevailing Wage Act (820 ILCS 130), the Engineers will negotiate an equitable increase in compensation with the Owner to meet the requirements of the Act.
- *Utility Coordination:* Contact J.U.L.I.E. for potentially impacted utility companies and obtain available data of record indicating locations of underground utilities. Submit preliminary plans to utility companies so conflicts and relocation efforts can be identified. Coordinate utility relocation for conflicts within public right-of-way.
- *Pavement Cores and Soil Borings:* Hire a geotechnical sub-consultant to take pavement cores of the surface and base material to determine the composition of the existing pavement material. Collect 4-foot pavement cores and soil borings. Provide analysis and recommendations, including subgrade, in a soils report in accordance with IDOT guidelines.

- *Geometric Design:* Prepare plan and profile sheets for design.
  - *Cross Section Design:* Design roadway cross sections at 100-foot intervals and all cross streets, driveways, and cross-road culverts. Compute earthwork calculations.
  - *Detailed Drawings:* Complete required plan sheets required for bidding including: Cover, General Notes, Summary of Quantities, Schedule of Quantities, Typical Sections, Erosion Control, Removals, Plan and Profile, and Cross Sections.
  - *Contract Proposal:* Prepare Project specific special provisions along with Contract Proposal in accordance with Village and MFT guidelines.
  - *Estimate of Cost and Time:* Prepare summary of quantities, estimate of time, schedules of materials, and an engineer's estimate of cost.
  - *QC/QA:* Perform an in-house peer review and constructability review of the pre-final plans, specifications, and estimates of cost for the Project.
  - *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 Village to receive construction bids.
3. ASSIST BIDDING
- Provide documents for bidding and assist the Village in solicitation of bids from as many qualified bidders as possible, receive and evaluate bids, tabulate bids, and make a recommendation to the Village for an award of contract.

VILLAGE OF LA GRANGE, ILLINOIS  
 FY 2014-2015 NEIGHBORHOOD RESURFACING PROJECT  
 SECTION NO.: 14-00090-00-RS

EXHIBIT C

PRELIMINARY ENGINEERING

Route: FY 2014-2015 NEIGHBORHOOD RESURFACING PROJECT  
 Local Agency: VILLAGE OF LA GRANGE  
 Section: 14-00090-00-RS  
 Project:  
 Job No.:

*Firm's approved rates on file with IDOT's Bureau of Accounting and Auditing:	
Overhead Rate (OH)	147%
Complexity Factor (R)	0
Calendar Days	180

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

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
MANAGE PROJECT	PRINCIPAL	16	\$70.00	\$1,120	\$1,646		\$50	\$408	\$3,224
	SR ENGINEER II	24	\$46.07	\$1,106	\$1,626		\$100	\$411	\$3,243
PLAN PREPARATION									
FIELD EVALUATION	SR ENGINEER II	8	\$46.07	\$369	\$542		\$50	\$139	\$1,100
	SR ENGINEER I	40	\$41.74	\$1,670	\$2,455		\$150	\$620	\$4,895
	ENGINEER I	40	\$24.95	\$998	\$1,467		\$150	\$379	\$2,994
TOPOGRAPHIC SURVEY	SURVEY TECH IV	2	\$40.34	\$81	\$119			\$29	\$229
	SURVEY TECH II	80	\$32.11	\$2,569	\$3,776		\$260	\$958	\$7,563
	CADD TECH II	16	\$32.11	\$514	\$756			\$184	\$1,454
UTILITY COORDINATION	SR ENGINEER II	8	\$46.07	\$369	\$542			\$132	\$1,043
	ENGINEER I	24	\$24.95	\$599	\$881			\$215	\$1,695
PAVEMENT CORES AND SOIL BORINGS	SR ENGINEER II	4	\$46.07	\$184	\$270	\$4,000		\$66	\$4,520
	ENGINEER I	8	\$24.95	\$200	\$294			\$72	\$566
GEOMETRIC DESIGN	SR ENGINEER II	40	\$46.07	\$1,843	\$2,709			\$660	\$5,212
	ENGINEER I	120	\$24.95	\$2,994	\$4,401			\$1,072	\$8,467
	CADD TECH II	96	\$32.11	\$3,083	\$4,532			\$1,104	\$8,719
CROSS SECTION DESIGN	ENGINEER I	40	\$24.95	\$998	\$1,467			\$357	\$2,822
	CADD TECH II	24	\$32.11	\$771	\$1,133			\$276	\$2,180
DETAILED DRAWINGS	ENGINEER I	24	\$24.95	\$599	\$881			\$215	\$1,695
	CADD TECH II	16	\$32.11	\$514	\$756			\$184	\$1,454
CONTRACT PROPOSAL	SR ENGINEER I	16	\$41.74	\$668	\$982			\$239	\$1,889
	ENGINEER I	40	\$24.95	\$998	\$1,467			\$357	\$2,822
	CLERICAL I	16	\$25.40	\$406	\$597			\$145	\$1,148

4-0.12

ESTIMATE OF COST AND TIME	SR ENGINEER II	8	\$46.07	\$369	\$542			\$132	\$1,043
	ENGINEER I	24	\$24.95	\$599	\$881			\$215	\$1,695
QC/QA	SR ENGINEER III	8	\$54.14	\$433	\$637			\$155	\$1,225
FINAL CONTRACT PLANS AND CONTRACT PROPOSAL	SR ENGINEER II	8	\$46.07	\$369	\$542		\$50	\$139	\$1,100
	CADD TECH II	24	\$32.11	\$771	\$1,133			\$276	\$2,180
	ENGINEER I	24	\$24.95	\$599	\$881			\$215	\$1,695
ASSIST BIDDING	SR ENGINEER II	8	\$46.07	\$369	\$542		\$78	\$144	\$1,133
	CLERICAL I	6	\$25.40	\$152	\$223			\$54	\$429
	ENGINEER I	8	\$24.95	\$200	\$294			\$72	\$566
<b>TOTALS</b>		<b>820</b>		<b>\$ 26,514</b>	<b>\$ 38,974</b>	<b>\$ 4,000</b>	<b>\$ 888</b>	<b>\$ 9,624</b>	<b>\$ 80,000</b>

In-House Direct Costs:

VEHICLE EXPENSES - TRAVEL 1584 MILES @ \$0.560 / MILE = \$888

Services by Others:

SOIL & MATERIAL CONSULTANTS \$4,000

4-D.B



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

Table with 4 columns: Name of Thoroughfare, Route, From, To. Row 1: See Exhibit A

BE IT FURTHER RESOLVED, 1. That the proposed improvement shall consist of Preliminary Engineering for the design of resurfacing improvements to various Village streets.

and shall be constructed various wide and be designated as Section 14-00090-00-RS

2. That there is hereby appropriated the (additional Yes No) sum of Eighty thousand and 00/100 Dollars ( \$80,000.00 ) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

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

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

Approved
Date
Department of Transportation
Regional Engineer

I, John Burns Clerk in and for the Village of La Grange City, Town or Village County of Cook, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the President and Board of Trustees Council or President and Board of Trustees at a meeting on May 12, 2014 Date IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of (SEAL) City, Town, or Village Clerk

4-0.14

VILLAGE OF LA GRANGE  
Department of Public Works

**BOARD REPORT**

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

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

DATE: May 12, 2014

RE: **ENGINEERING SERVICES AGREEMENT- KENSINGTON AVENUE  
RESURFACING PROJECT**

---

Kensington Avenue from Cossitt Avenue to Burlington Avenue is in need of repair due to the deterioration of the roadway. This section of roadway was considered to be in poor to fair condition in the 2010 Street Condition Survey. Additionally, a visual inspection of this roadway was completed and indicated a need for resurfacing in the near future.

In June 2013, the Central Council of Mayors issued a request for Local Surface Transportation projects for funding in Federal Fiscal Year 2016 to 2019. In order to apply for this grant funding, a roadway must be approved by the State as a Federal Aid Eligible Route (FAU Route). Roadways must meet minimum criteria such as lane width, traffic volumes, and connectivity to other FAU Routes to be designated as an FAU Route. Staff compared the FAU routes in La Grange to the 2010 Street Condition Survey in an effort to identify suitable roadway segments for the STP grant application. From this analysis, staff submitted an STP grant application for the resurfacing of Kensington Avenue from Cossitt Avenue to Burlington Avenue.

Based on the Village's application, Kensington Avenue was selected for funding through the Federal Surface Transportation Program. Please note Kensington Avenue from Cossitt Avenue to 47<sup>th</sup> Street is not a designated FAU route, and therefore not available for STP Funding. Resurfacing of Kensington Avenue from 47<sup>th</sup> Street to Burlington is planned to be completed in the preceding year (summer 2015) which will result in a consistent roadway condition along Kensington Avenue from 47<sup>th</sup> Street to Burlington Avenue.

We anticipate that the scope of work will generally consist of milling and resurfacing the existing pavement, intermittent curb and gutter patching, and ADA sidewalk ramp replacement.

The FY2014-15 Capital Projects Fund budget includes \$15,000 for the completion of the

design engineering work. Construction is budgeted in FY2016-17 in the amount of \$37,500.

The following table details the estimated expenses and funding sources needed to complete the resurfacing of Kensington Avenue based upon the receipt of STP grant funds:

<b>Kensington Avenue Resurfacing – Cossitt to Burlington</b>	<b>Estimated</b>
<b>Expenses</b>	
<b>Engineering</b>	
Design Engineering - Development of Plans and Specifications	15,000
Construction Engineering	12,000
<b>Sub-total</b>	<b>27,000</b>
<b>Construction</b>	<b>138,000</b>
<b>Total</b>	<b>165,000</b>
<b>Funding Sources</b>	
Capital Projects Fund – FY2014-15 (Engineering)	15,000
Federal Surface Transportation Program Funding (STP) – Federal FY16 - September 2015 to September 2016 (Construction)	112,500
Capital Projects Fund – FY2016-17 (Construction )	37,500
<b>Total</b>	<b>165,000</b>

As reflected in the above table the Village requested the maximum grant amount of \$112,500 from the Central Council of Mayors for this project. The FY2014-15 Capital Projects Fund budget includes \$15,000 for the completion of Phase II Engineering Services and the FY2016-17 budget includes \$37,500 for construction and construction engineering. Total cost to the Village is estimated to be \$52,500.

The current schedule for the project is as follows:

<u>Action</u>	<u>Completion Date</u>
Complete Engineering Design	December 2014
Award Construction Contract	Winter 2015
Construction Completion	Summer 2016

Engineering Services Agreement  
Kensington Avenue Resurfacing Project  
Board Report – May 12, 2014 – Page 2 of 3

Baxter & Woodman, Inc. proposes to complete the plans and specifications, for this work for an amount not-to-exceed \$15,000. We recommend Baxter & Woodman, Inc. perform the engineering work for this project in accordance with the attached task order based on their experience in this type of work familiarity with the Village, and past performance. If approved, the attached task order with Baxter & Woodman, Inc. will be executed for this work in accordance with their municipal engineering task order contract.

In summary, staff recommends approval of the task order with Baxter & Woodman in the total amount of \$15,000 for the completion of the detailed engineering and design for the Kensington Avenue Resurfacing Project.

VILLAGE OF LA GRANGE, ILLINOIS  
KENSINGTON AVENUE STP IMPROVEMENTS

TASK ORDER NO. 55

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 55:

**1. Contracted Services:**

Baxter & Woodman, Inc. shall provide the Village with detailed engineering and design services as described in the Project Description (Exhibit A) and Scope of Services (Exhibit B), attached hereto.

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

All services shall be completed prior to December 31, 2014.

**3. Project Completion Date:**

All Contracted Services must be completed on or before December 31, 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 \$15,000. 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, PE, PTOE

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

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
April 28, 2014

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

VILLAGE OF LA GRANGE, ILLINOIS  
KENSINGTON AVENUE STP IMPROVEMENTS

EXHIBIT A

**PROJECT DESCRIPTION**

**Location:**

This Project is located on Kensington Avenue from Cossitt Avenue to Burlington Avenue in the Village of La Grange, Illinois.

**Project Understanding:**

This Project will consist of the engineering services required to prepare Preliminary Engineering (PE I) and Design Engineering (PE II) for the rehabilitation of the Project. The construction work will include removal and replacement of existing hot-mix asphalt pavement, pavement patching, 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 0.27 miles (1,430 feet).

VILLAGE OF LA GRANGE, ILLINOIS  
KENSINGTON AVENUE STP IMPROVEMENTS

EXHIBIT B

**SCOPE OF SERVICES**

1. PROJECT MANAGEMENT

- Plan, schedule, and control the activities that must be performed to complete the Project including budget, schedule, and scope.
- Coordinate with Village and Project team to incorporate Village goals into final Project. Prepare and submit monthly invoices and coordinate invoices from sub-consultants.
- Attend one kick-off meeting with the Village to review the Project and establish Project criteria and clear lines of communication, and attend one progress meeting to review the Plans, Contract Proposal, and Estimate of Cost.

2. PLAN PREPARATION

- AGENCY COORDINATION - Coordinate the proposed improvements with the Illinois Department of Transportation (IDOT) and attend one Kick-Off meeting.
- PHASE I DOCUMENTATION - Prepare and submit Phase I documentation as required for anticipated processing as Categorical Exclusion Group I with no report. Complete and maintain an updated funding application (PPI form) with Council of Mayors.
- FIELD EVALUATION - Perform a field evaluation of the condition of existing pavements, drainage structures, and curb and gutter. Estimate quantities of pavement repair. Observe and photograph the Project area and immediate surroundings in order to identify readily apparent physical conditions and patterns of use.
- UTILITY COORDINATION - Contact J.U.L.I.E. for potentially impacted utility companies and obtain available data of record indicating locations of underground utilities. Submit preliminary plans to utility companies so conflicts and relocation efforts can be identified. Coordinate utility relocation for conflicts within public right-of-way.
- PAVEMENT CORES AND SOIL BORINGS - Hire a geotechnical sub-consultant to take pavement cores of the surface and base material to determine the composition of the existing pavement material.
- GEOMETRIC DESIGN - Prepare plan sheets for design.

- DETAILED DRAWINGS - Complete required plan sheets required for bidding including: Cover, General Notes, Summary of Quantities, Schedule of Quantities, Typical Sections, Erosion Control, Removals, Plan and Profile, and Cross Sections.
- SPECIAL PROVISIONS - Prepare Project specific special provisions in accordance with Village and IDOT guidelines.
- ESTIMATE OF COST AND TIME - Prepare summary of quantities, estimate of time, schedules of materials, and an engineer's estimate of cost.
- QC/QA: Perform an in-house peer review and constructability review of the final plans, specifications, and estimates of cost for the Project.
- FINAL CONTRACT PLANS AND CONTRACT PROPOSAL - Prepare final contract documents consisting of Plans, Special Provisions, and Engineer's Estimate of Probable Construction Cost and submit these documents to IDOT to receive construction bids.

I:\Chicago\LAGRV\130584 - Kensington STP\Contract\Exhibit B\_04-28-14.Doc

VILLAGE OF LA GRANGE, ILLINOIS  
KENSINGTON AVENUE STP IMPROVEMENTS

EXHIBIT C

PRELIMINARY ENGINEERING

Route: KENSINGTON AVENUE STP IMPROVEMENTS  
Local Agency: VILLAGE OF LA GRANGE

\*Firm's approved rates on file with IDOT's  
Bureau of Accounting and Auditing:

Overhead Rate (OH)	147%
Complexity Factor (R)	0
Calendar Days	180

Section:  
Project:  
Job No.:

Method of Compensation:

- |                       |                          |                                    |
|-----------------------|--------------------------|------------------------------------|
| Cost Plus Fixed Fee 1 | X                        | 14.5%[DL + R(DL) + OH(DL) + IHDC]  |
| Cost Plus Fixed Fee 2 | <input type="checkbox"/> | 14.5%[DL + R(DL) + 1.4(DL) + IHDC] |
| Cost Plus Fixed Fee 3 | <input type="checkbox"/> | 14.5%[(2.8 + R)DL] + IHDC          |
| Direct Labor Multiple | <input type="checkbox"/> |                                    |
| Specific Rate         | <input type="checkbox"/> |                                    |
| Lump Sum              | <input type="checkbox"/> |                                    |

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
PROJECT MANAGEMENT	SR ENGINEER II	4	\$46.07	\$184	\$270		\$100	\$80	\$634
PLAN PREPARATION									
AGENCY COORDINATION	SR ENGINEER II	4	\$46.07	\$184	\$270		\$100	\$80	\$634
PHASE I DOCUMENTATION	ENGINEER I	4	\$24.95	\$100	\$147			\$36	\$283
FIELD EVALUATION	SR ENGINEER I	16	\$41.74	\$668	\$982		\$100	\$254	\$2,004
UTILITY COORDINATION	ENGINEER I	8	\$24.95	\$200	\$294			\$72	\$566
PAVEMENT CORES AND SOIL BORINGS	ENGINEER I	2	\$24.95	\$50	\$74	\$1,200		\$18	\$1,342
GEOMETRIC DESIGN	SR ENGINEER II	4	\$46.07	\$184	\$270			\$66	\$520
	ENGINEER I	40	\$24.95	\$998	\$1,467			\$357	\$2,822
	CADD TECH II	16	\$32.11	\$514	\$756			\$184	\$1,454
DETAILED DRAWINGS	ENGINEER I	4	\$24.95	\$100	\$147			\$36	\$283
	CADD TECH II	4	\$32.11	\$128	\$188			\$46	\$362
SPECIAL PROVISIONS	ENGINEER I	8	\$24.95	\$200	\$294			\$72	\$566
	CLERICAL I	8	\$25.40	\$203	\$298			\$73	\$574
ESTIMATE OF COST AND TIME	SR ENGINEER II	4	\$46.07	\$184	\$270			\$66	\$520
	ENGINEER I	8	\$24.95	\$200	\$294			\$72	\$566
QC/QA	SR ENGINEER III	4	\$54.14	\$217	\$319			\$78	\$614
FINAL CONTRACT PLANS AND CONTRACT PROPOSAL	SR ENGINEER II	2	\$46.07	\$92	\$135		\$59	\$42	\$328
	CADD TECH II	4	\$32.11	\$128	\$188			\$46	\$362
	ENGINEER I	8	\$24.95	\$200	\$294			\$72	\$566
<b>TOTALS</b>		<b>152</b>		<b>\$ 4,734</b>	<b>\$ 6,957</b>	<b>\$ 1,200</b>	<b>\$ 359</b>	<b>\$ 1,750</b>	<b>\$ 15,000</b>

In-House Direct Costs:

VEHICLE EXPENSES - TRAVEL 642 MILES @ \$0.560/MILE = \$359

Services by Others:

SOIL & MATERIAL CONSULTANTS \$1,200

4-ES

\*

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: May 12, 2014

RE: **ORDINANCE – DISPOSAL OF SURPLUS PROPERTY**

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

State law allows the Village to sell or dispose of surplus property in a manner that is best for the Village. All unclaimed/recovered property is disposed of in compliance with the Illinois State Statutes, which requires property to be held for at least six (6) months and after all reasonable efforts have been made to return the property to the rightful owner.

This property disposal request consists of seventy eight (78) miscellaneous items of personal property and evidence that have been held for various reasons over the years by the Police Department. All statute of limitations have expired and/or sentences have been completed for the related evidence in the appendix. Other property included in the appendix has no known owner, was turned in for destruction by the owner, or the owner has failed to respond to the Department's attempts to return their property. The attached list details an inventory of property to be destroyed upon approval by the Village Board.

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

VILLAGE OF LA GRANGE

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

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

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

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

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

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

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

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

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2014.

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

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

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

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2014.

By: \_\_\_\_\_  
Thomas Livingston, Village President

ATTEST:

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

	CASE #	OFFENSE	DATE	EXP DATE	ITEM#	DESCRIPTION	DISPO
1	02-7-47	Burg To M/V	07/28/02	01/28/04	1	Cassette Tape	Prep For Dest
2	02-8-65	Theft	05/30/02	11/30/03	1	Storage Container	Prep For Dest
3					2	Latent Print	Prep For Dest
4					3	Latent Print	Prep For Dest
5					4	Elim Prints	Prep For Dest
6	02-8-67	Theft	06/02/02	12/02/03	1	Surveillance Video	Prep For Dest
7	03-3-8	Armed Robbery	12/25/03	12/22/06	1	VHS Tape	Prep For Dest
8	03-6-11	Burglary	03/01/03	03/01/06	1	Tool Impression	Prep For Dest
9					2	Tool Impression	Prep For Dest
10	03-9-2	M/V Theft	01/06/03	01/06/06	1	Tire Repair Kit	Prep For Dest
11					2	Tire Repair Kit	Prep For Dest
12					3	Plastic Console	Prep For Dest
13	2009-11386	Burglary	08/10/09	08/10/12	1	CD	Prep For Dest
14					2	Latent Print	Prep For Dest
15	2010-06920	Theft	04/29/10	04/29/13	1	Business Card	Prep For Dest
16					2	Portrait Paper Backing	Prep For Dest
17					3-5	Latent Print	Prep For Dest
18					6	CD W/Photos	Prep For Dest
19					7	\$20 USC	Prep For Seizure
20					8	CD W/Photos	Prep For Dest
21					9	Palmprint	Prep For Dest
22	2010-15569	Burglary	10/12/10	10/12/13	1	Footware Impression	Prep For Dest
23					2-5	Latent Print	Prep For Dest
24					6	Damaged Roof Vent	Prep For Dest
25					7	Metal Bracket	Prep For Dest
26					8-10	Latent Print	Prep For Dest
27	2011-01673	Burglary	02/01/11	02/01/14	3	Glass Tumbler	Prep For Dest
28					5	Buccal Swab	Prep For Dest
29					6	Lab Sub Exhibits	Prep For Dest
30	2011-02597	Burglary	02/22/11	02/22/14	1	Tool Impression	Prep For Dest
31					3	Plastic Bag	Prep For Dest
32					4-5	Elim Prints	Prep For Dest
33	2012-13478	Crim Trespass	11/16/12	05/16/14	1	No Trespass Letter	Prep For Dest
34	2012-13533	Battery	11/18/12	05/18/14	1	Tank Top	Prep For Dest
35	2012-13912	Poss/Stolen Prop	11/28/12	03/28/13	2	Bank Receipt	Prep For Dest
36					3	Bank Receipt	Prep For Dest
37					4	Bank Check	Prep For Dest
38	2012-14038	Lost Article	12/01/12	06/01/13	1	Ipod Touch	Prep For Auct
39	2012-14155	Reg Violation	12/04/12	12/04/13	1	License Plate	Prep For Dest
40	2012-14683	Lost Article	12/16/12	06/16/13	1	Womens Ring	Prep For Auct
41	2012-14939	Crim Trespass	12/23/12	01/01/14	1	Ipod Touch	Prep For Auct
42	R35481	Susp Incident	06/03/02	12/03/03	1	Bone Fragment	Prep For Dest
43	02-6-20	Burglary	06/05/02	06/05/05	1-3	Latent Prints	Prep For Dest
44					4-8	Take-Out Box	Prep For Dest
46					10-12	Elim Prints	Prep For Dest
47	02-6-32	Burglary	06/17/02	06/17/05	1	Cash Box	Prep For Dest

48	03-6-62	Burglary	07/02/03	07/02/06	1	Master Key	Prep For Dest
49					2	Basketball Hoop Crank	Prep For Dest
50	05-12-29	CDV	06/03/05	12/03/06	1	Steering Wheel Lock	Prep For Dest
51					2	Surveillance Tape	Prep For Dest
52					3	Steering Wheel Lock	Prep For Dest
53	05-6-39	Burglary	11/28/05	11/28/08	1	Jewelry Box Lid	Prep For Dest
54					2	Jewelry Box Bottom	Prep For Dest
55					5	Jewelry Box Lid	Prep For Dest
56					6	Jewelry Box Lid	Prep For Dest
57					7	Elim Prints	Prep For Dest
58					8	Elim Prints	Prep For Dest
59	2010-15989	Turned In Prop	10/21/10	04/21/11	1	S&W Revolver	Prep For Dest
60					2	Ammunition	Prep For Dest
61	2011-06006	Confiscated Prop	05/09/11	11/09/11	1	Iver Johnston Pistol	Prep For Dest
62					2	Ammunition	Prep For Dest
63	2011-08688	Turned In Prop	06/29/11	12/29/11	1	Fireworks	Prep For Dest
64	2012-01993	Found Prop	02/13/12	08/12/12	1	Weapon Magazine	Prep For Dest
65					2	Ammunition	Prep For Dest
66	2010-01947	Turned In Prop	02/01/10	08/01/10	1	S&W Pistol	Prep For Dest
67					2	Sig Sauer Pistol	Prep For Dest
68	2011-07360	Turned In Prop	06/05/11	12/05/11	1	Ammunition	Prep For Dest
69	2012-02233	Turned In Prop	02/18/12	08/18/12	1	Ammunition	Prep For Dest
70	2012-02494	Turned In Prop	02/24/12	08/24/12	1	Knives (2)	Prep For Dest
71					2	Ammunition	Prep For Dest
72	2012-05384	Found Prop	05/03/12	11/03/12	1	Ammunition	Prep For Dest
73	2012-07417	Turned In Prop	06/18/12	12/18/12	2	Ammunition	Prep For Dest
74					3	Ammunition	Prep For Dest
75	2012-08196	Found Prop	07/05/12	01/05/13	1	Ammunition	Prep For Dest
76					2	Weapon Magazine	Prep For Dest
77	2012-11844	Turned In Prop	10/02/12	04/02/13	1	Ammunition	Prep For Dest
78	2011-04522	Found Prop	04/03/11	10/03/19	1	BB Gun	Prep For Dest
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## MINUTES

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

Monday, April 28, 2014 - 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 7:32 p.m. by President Livingston. On roll call, as read by Village Clerk John Burns, the following were present:

PRESENT: Trustees Kuchler, McCarty, Nowak and Palermo

ABSENT: Trustees Holder and Langan

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

President Livingston requested Village Clerk John Burns to lead the audience in reciting the pledge of allegiance.

2. PRESIDENT'S REPORT

President Livingston attended the recent Arbor Day tree planting at Spring Avenue School and expressed thanks to Principal Liz Webb and teacher Erin McGinnis for coordinating the event.

Advising that electric aggregation would be discussed later this evening under the Village Manager's Report, President Livingston indicated that after a thorough review with the Village's consultant and considering market conditions it seems advisable to return to ComEd as the supplier of electricity. President Livingston noted the past savings through the electric aggregation program and stated the Village will continue to monitor all opportunities.

3. PUBLIC COMMENTS REGARDING AGENDA ITEMS

None

4. OMNIBUS AGENDA AND VOTE

- A. Ordinance (#O-14-14) – Variation – Minimum Total Interior Side Yards, 842 S. Catherine Avenue
- B. Ordinance (#O-14-15) – Replacing Class A-1 Liquor License for A-2 License, Lucca's Pizzeria, 106-108 W. Burlington Avenue
- C. Ordinance (#O-14-16) – Creating a Class B Liquor License, 7-Eleven, 6 East 47<sup>th</sup> Street
- D. Professional Services Agreement – Traffic Engineering Services
- E. Ordinance (#O-14-17) – Disposal of Surplus Property / Miscellaneous Personal Property
- F. Minutes of the Village of La Grange Public Hearing and Board of Trustees Regular Meeting, Monday, April 14, 2014
- G. Consolidated Voucher 140428 – (\$474,442.11)

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

Approved by a 4 to 0 roll call vote.

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

5. CURRENT BUSINESS

- A. Ordinance (#O-14-18) – Proposing the Establishment of a Special Service Area (SSA) / Sidewalks on the 700 Block of 12<sup>th</sup> Avenue: Referred to Trustee Palermo

Before Trustee Palermo presents this item, Village Manager Pilipiszyn advised that the corrected date for the public hearing is Monday, July 14, 2014 not Monday, June 23, 2014 as was printed on the ordinance. For the record President Livingston noted this correction.

Trustee Palermo provided detailed information on the petition process by which residents on the 700 block of 12<sup>th</sup> Avenue expressed a desire to construct sidewalks

on their block through the creation of a Special Service Area (SSA). Trustee Palermo noted the areas for the sidewalks and stated that an agreement with Baxter and Woodman was executed to complete the preliminary design, engineering and cost estimates for the project.

Adding that the next step is for the Village Board to adopt an ordinance proposing the establishment of a Special Service Area (SSA#8), Trustee Palermo detailed the provisions which included project area boundaries; a public hearing; the amount of tax; and terms. Trustee Palermo provided the timeline for the scheduled list of activities.

Trustee Palermo moved to adopt an ordinance proposing the establishment of a Special Service Area #8 for sidewalks on the 700 block of 12<sup>th</sup> Avenue, seconded by Trustee McCarty.

Trustee Palermo asked if other areas within the neighborhood could be considered as special service areas for sidewalks and if so how many. Village Manager Pilipiszyn responded affirmatively and noted there are potentially nine other block segments.

Approved by a 4 to 0 roll call vote.

Ayes: Trustees Kuchler, McCarty, Nowak and Palermo

Nays: None

Absent: Trustee Holder and Langan

B. Ordinance (#O-14-19) – Amending La Grange Code of Ordinances Regarding Abandoned, Feral, and Wild Animals: Referred to Trustee Kuchler

Before presenting this item, Trustee Kuchler noted a typographical error in section 98.11 (D)(5) which should state that every outdoor animal feeding container must be located at least three (not two) feet above ground level.

Trustee Kuchler explained that the current nuisance provisions in the Village code are in need of updating to address recent concerns related to feral and wild animals. Trustee Kuchler noted that considerable research including information provided by Cook County deem the need for nuisance-type regulations regarding the feeding and sheltering of wild and feral animals.

Detailing the new standards to be included, Trustee Kuchler added that the proposed amendments would provide more specific authority to enforce the prohibition on feeding nuisance wildlife while allowing humane treatment by giving the Village flexibility to use resources such as Triple R Pets, a licensed entity to trap, neuter, and release feral cats through a program adopted by Cook County.

Trustee Kuchler moved to adopt an ordinance amending the La Grange Code of Ordinances regarding abandoned, feral and wild animals, seconded by Trustee McCarty.

Trustee McCarty asked for additional information on the number of complaints and who they are directed to. Community Development Director Patrick Benjamin responded that complaints average about 30 per year mostly regarding coyotes and are directed to his department as well as the Police.

Rose Hilgberg requested permission to speak and President Livingston so granted open discussion to the public. Ms. Hilgberg noted her involvement in the feral cat program and expressed concerns related to the amendments presented. Village Manager Pilipiszyn responded that the intent is to effectively manage wildlife for public safety.

Mr. Frank Holas feels the issues are directly applied to him and verbally explained his concerns for the feral cats he shelters. Mr. Holas requested the item be tabled as he would like the opportunity to provide additional information.

President Livingston noted that public health across the Village is taken very seriously. Believing that ample time and consideration had been given to this matter, President Livingston noted the motion on floor for Trustee discussion.

Trustee Palermo indicated he would have no objection to tabling the motion. Trustee Palermo inquired if the amendments would apply to other wild animals and Village Attorney Betsey Gates responded affirmatively.

Trustee Kuchler noted his favor in adopting the amendments as residents work with Triple R Pets for safe and humane care.

Trustee McCarty also supports the amendments as it is important to set limits with the growing wildlife population.

Trustee Nowak added his favor and thanked all involved in presenting factual information.

Approved by a 4 to 0 roll call vote.

Ayes: Trustees Kuchler, McCarty, Nowak and Palermo

Nays: None

Absent: Trustee Holder and Langan

- C. Approval of Change Order – Stone Avenue Train Station Renovation Project:  
Referred to Trustee Nowak

Trustee Nowak provided background information relevant to the renovation of the Stone Avenue Train Station through grant funding received from the RTA and CMAQ and gratitude to Congressman Lipinski. Noting the Village Board had awarded the contract to Boller Construction Company, Trustee Nowak described the renovation improvements completed thus far.

Trustee Nowak explained the financial background and additional alternate items to be considered. Providing a detailed description and financial impact of each alternate item, Trustee Nowak noted staff's recommendations for specific items to the original contract be paid for with funding from the West Suburban Mass Transit District.

Trustee Nowak moved to recommend that the Village Board approve a change order with Boller Construction Company in the amount of \$104,213 to sandblast the existing paint finish and paint the outbound platform structure; perform station interior renovations including plaster work, painting and tile repair; upgrade the planned asphalt driveway on Burlington Avenue to concrete; provide a custom wood sign on the south platform; and that the Village Manager be authorized to approve individual change orders for unforeseen conditions within his purchasing authority in a total amount not to exceed \$7,555, seconded by Trustee Palermo.

Trustee Palermo inquired about the redesign of the Hillgrove Avenue shelter and parking. Assistant Village Andrianna Peterson responded that this area will be designed separately because the Village is using a different funding source. Ms. Peterson added that the final design concept would be presented to the Board for their consideration.

Approved by a 4 to 0 roll call vote.

Ayes: Trustees Kuchler, McCarty, Nowak and Palermo

Nays: None

Absent: Trustee Holder and Langan

## 6. MANAGER'S REPORT

### A. Electricity Aggregation

Village Manager Robert Pilipiszyn explained that the Village's contract with First Energy Solutions to supply electricity to residents and certain businesses will expire after the June 2014 meter reading. Providing detailed information on the success of this program, Mr. Pilipiszyn noted that considerable consultation has occurred to determine the future course of action. Providing additional information on the purpose of this evening's workshop, Mr. Pilipiszyn requested Assistant Village Manager Andrianna Peterson to elaborate.

Ms. Peterson provided information on the number of participants and savings incurred to residents over the past year. Ms. Peterson added that after thorough

review of market pricing and the renewal quotation from First Energy Solutions, the Village's consultant feels it is in the best interest of the Village to return residents to the ComEd default rate. Ms. Peterson provided the timeline and manner in which residents would be notified of the options available to them and introduced consultant Mr. Mark Pruitt of the Illinois Community Choice Aggregation Network to answer any questions.

Indicating the desire to provide the Village with the most economical solutions, Mr. Pruitt referenced that the default rate would not be available until mid May. Mr. Pruitt explained that higher market prices and severe weather conditions factor into the uncertainty. Mr. Pruitt feels that municipal accounts are best referred back to ComEd, however encourages continued monitoring.

President Livingston opened the floor for Trustees discussion.

Trustee Palermo inquired about the delay in pricing; current rates; and if it would have been more beneficial for a two year contract with First Energy. Mr. Pruitt responded to Trustee Palermo's inquiries adding that ComEd does not charge a fee to residents that return and residents will have the option of selecting another supplier for up to two billing cycles after which they will be required to remain with ComEd for an additional ten billing cycles.

Although not a voting Trustee at the time this program evolved, Trustee McCarty inquired how First Energy was able to offer lower or meet ComEd's supply rate. Mr. Pruitt explained that ComEd does not participate in the open market.

Trustee Nowak inquired about other municipalities and Mr. Pruitt believes there will be a large number returning to ComEd. Trustee Nowak asked if future changes are anticipated. Mr. Pruitt feels the installation of Smart Meters by ComEd will have an impact on future rates.

President Livingston expressed thanks to Mr. Pruitt for the information provided and advised that this is an open topic which will continued to be monitored.

#### B. Amendments to Zoning Code Regarding Medical Cannabis Dispensaries

Village Manager Pilipiszyn explained that in anticipation of the upcoming Compassionate Use of Medical Cannabis Pilot Program Act the Village Board adopted a resolution directing staff and the Plan Commission to study zoning standards relating to medical marijuana dispensaries. Mr. Pilipiszyn added that the State Act strictly limits the authority of municipalities to prohibit these facilities, however does allow municipalities to regulate the location of dispensaries in terms of zoning.

Mr. Pilipiszyn requested Village Attorney Betsey Gates to provide additional information on the legal aspect and summarize the Plan Commission's deliberations related to zoning.

Ms. Gates provided a detailed overview of the State Act specifically as it addresses limitations on the locations of cultivation centers and dispensaries. Relative to the growing and packaging of medical cannabis, Ms. Gates advised that due to State regulations, cultivation centers cannot be located anywhere within the Village. Relative to the dispensaries, Ms. Gates advised that they would be allowed in the C-1 Central Commercial District, C-3 General Service Commercial District, and I-1 Light Industrial District.

Ms. Gated supplied information from the public hearing held by the Plan Commission and annotated the recommended proposed amendments to the Zoning Code. Although dispensaries would be permitted under the State Act within a small portion of the C-1 District along Burlington Avenue east of La Grange Road, the Plan Commission did not recommend that this use be added to the C-1 Central Commercial District.

Summarizing that this information is being provided as a topic of discussion to address changes in the Village's zoning and land use regulations and to provide the Board with an opportunity to publicly discuss this item prior to any formal action, President Livingston opened the floor for discussion.

Trustee Kuchler inquired if dispensaries would offer items to be sold thus generating sales tax. Attorney Gates responded possibly but not likely.

Trustee Palermo inquired why the Plan Commission omitted recommending the area in the C-1 District and how the Village could defend this omission. Attorney Gates responded that it was her understanding that the Plan Commission chose to omit it the C-1 District because the dispensary does not generate sales tax, however this is a policy decision afforded to the Board. Trustee Palermo inquired about the boundaries for the I-1 District and Mr. Benjamin responded.

Trustee McCarty shares Trustee Palermo's concerns in separating a portion of the C-1 District and would prefer to review further.

Trustee Nowak noted the importance of the Board's representation for the entire community and welcomes resident comments on this issue.

Trustee Palermo expressed his desire for additional information on other township areas. Attorney Gates noted the intent is to distribute the dispensaries geographically in more highly populated areas.

President Livingston indicated discussion on this matter is continued and invited the public to submit their comments. President Livingston inquired if Village Manager Pilipiszyn had any further topics to announce.

Mr. Pilipiszyn provided the dates and locations of two upcoming Household Hazardous Waste Collection events. Mr. Pilipiszyn advised of repairs and track resurfacing project on Metra's Burlington Northern Santa Fe Railway and encouraged residents to visit Metra's website for additional information.

7. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA

Ms. Tanya Griffin of Growth Management Consulting and Marketing of Western Springs stated that her group owns a number of companies that are interested in opening a dispensing organization in the La Grange area. Ms. Griffin provided additional information relevant to the positive aspects of a dispensary in the C-1 area and is open for any questions the Board may have.

Desiring additional information, Trustee Nowak believes there is a need for reasonable understanding why La Grange should be accepted as a location for a dispensary.

Trustee Kuchler asked Ms. Griffin how confident her group is in achieving a license for a dispensary. Ms. Griffin responded they feel the C-1 location would be a positive area for the dispensary and is confident they would meet the basic requirements.

Trustee McCarty noted that the application process to be a licensed facility is very expensive.

President Livingston believes education on this matter is relevant for all concerned with the vibrancy of the downtown area.

8. EXECUTIVE SESSION

9. TRUSTEE COMMENTS

None

10. ADJOURNMENT

At 9:30 p.m. Trustee Nowak moved to adjourn, seconded by Trustee Palermo. Approved by voice vote.

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

ATTEST:

\_\_\_\_\_  
John Burns, Village Clerk  
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Approved Date:

4-G.7

**VILLAGE OF LA GRANGE**

Disbursement Approval by Fund

May 12, 2014

Consolidated Voucher 140512

<u>Fund No.</u>	<u>Fund Name</u>	<u>05/12/14 Voucher</u>	<u>05/09/14 Payroll</u>	<u>Total</u>
01	General	204,799.78	285,381.18	490,180.96
21	Motor Fuel Tax			0.00
22	Foreign Fire Insurance Tax			0.00
24	ETSB	228.15		228.15
40	Capital Projects	8,652.09		8,652.09
50	Water	272,670.25	38,728.45	311,398.70
51	Parking	5,584.45	25,322.96	30,907.41
60	Equipment Replacement	9,822.00		9,822.00
70	Police Pension	751.20		751.20
75	Firefighters' Pension			0.00
80	Sewer	6,473.31	9,796.51	16,269.82
90	Debt Service	21,147.50		21,147.50
91	SSA 4A Debt Service			0.00
93	SAA 269			0.00
94	SAA 270			0.00
		<u>530,128.73</u>	<u>359,229.10</u>	<u>889,357.83</u>

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

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

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

\_\_\_\_\_  
President

\_\_\_\_\_  
Trustee

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Trustee

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Trustee

H-H

DATE: 05/08/14  
 TIME: 09:08:56  
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VILLAGE OF LA GRANGE  
 MANUAL PRE-CHECK RUN EDIT

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
129466	JAC6642 294473	JACK'S 04/24/14	01	SEWER RODDER AND CABLES	04/25/14	80-00-66-6600	3,250.00
						INVOICE TOTAL:	3,250.00 *
						CHECK TOTAL:	3,250.00
129467	HEU2315 14-009	HEUER & ASSOCIATES 03/20/14	01	PLAN REV@43 POPLAR PL	04/28/14	01-00-32-3200	9,632.95
						INVOICE TOTAL:	9,632.95 *
						CHECK TOTAL:	19,481.11
129468	AIS6428 140428	ALL INFORMATION SERVICES, INC 04/28/14	01	6 INVOICES FROM VOIDED CK	04/28/14	01-00-32-3200	6,350.49
						INVOICE TOTAL:	6,350.49 *
						CHECK TOTAL:	6,350.49
129469	HEA2555 140501	HEALTHCARE SERVICE CORPORATION 04/16/14	01-11	MAY EMPL HEALTH INS PREMIUM	05/02/14	01-00-31-3105	16,804.08
			02	MAY EMPL HEALTH INS PREMIUM		01-00-31-3105	13,003.23
			03	MAY EMPL HEALTH INS PREMIUM		01-02-60-6010	1,744.97
			04	MAY EMPL HEALTH INS PREMIUM		01-03-60-6010	5,070.20
			05	MAY EMPL HEALTH INS PREMIUM		01-06-60-6010	6,025.05
			06	MAY EMPL HEALTH INS PREMIUM		01-07-60-6010	26,266.87
			07	MAY EMPL HEALTH INS PREMIUM		51-00-60-6010	2,222.39
			08	MAY EMPL HEALTH INS PREMIUM		01-09-60-6010	22,190.50
			09	MAY EMPL HEALTH INS PREMIUM		50-00-60-6010	13,152.94
			10	MAY EMPL HEALTH INS PREMIUM		01-11-60-6010	8,524.42
			11	MAY EMPL HEALTH INS PREMIUM		80-00-60-6010	1,303.27
						INVOICE TOTAL:	116,307.92 *
						CHECK TOTAL:	116,307.92
129470	DEA3678 140501	DEARBORN NATL LIFE INSURANCE 04/21/14	01-05	MAY EMPLOYEE LIFE INS PREMIUM	05/02/14	01-02-60-6010	22.80
			02	MAY EMPLOYEE LIFE INS PREMIUM		01-03-60-6010	22.80
			03	MAY EMPLOYEE LIFE INS PREMIUM		01-06-60-6010	34.20
			04	MAY EMPLOYEE LIFE INS PREMIUM		01-07-60-6010	197.60
			05	MAY EMPLOYEE LIFE INS PREMIUM		51-00-60-6010	17.10

DATE: 05/08/14  
 TIME: 09:08:56  
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VILLAGE OF LA GRANGE  
 MANUAL PRE-CHECK RUN EDIT

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
129470	DEA3678 140501	DEARBORN NATL LIFE INSURANCE 04/21/14	06	MAY EMPLOYEE LIFE INS PREMIUM	05/02/14	01-09-60-6010	114.00
			07	MAY EMPLOYEE LIFE INS PREMIUM		01-11-60-6010	62.70
			08	MAY EMPLOYEE LIFE INS PREMIUM		50-00-60-6010	62.70
			09	MAY EMPLOYEE LIFE INS PREMIUM		80-00-60-6010	11.40
			10	MAY EMPLOYEE LIFE INS PREMIUM		01-00-31-3105	263.20
						INVOICE TOTAL:	808.50 *
						CHECK TOTAL:	808.50
						TOTAL AMOUNT PAID:	146,198.02

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DATE: 05/08/14  
 TIME: 09:09:17  
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VILLAGE OF LA GRANGE  
 DISTRIBUTION JOURNAL --- MANUAL CHECKS AP-050814

PAGE: 1  
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JOURNAL DATE: 05/08/14

ACCOUNTING PERIOD: 01

ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
<b>GENERAL FUND</b>							
01	01-00-31-3105	P/R-HOSPITALIZATION-EMPLOYEE	HEA2555	140501	MAY EMPL HEALTH INS PREMIUM	16,804.08	
02	01-00-31-3105	P/R-HOSPITALIZATION-EMPLOYEE	HEA2555	140501	MAY EMPL HEALTH INS PREMIUM	13,003.23	
03	01-00-31-3105	P/R-HOSPITALIZATION-EMPLOYEE	DEA3678	140501	MAY EMPLOYEE LIFE INS PREMIUM	263.20	
04	01-00-32-3200	ACCOUNTS PAYABLE	HEU2315	14-009	PLAN REV@43 POPLAR PL	9,632.95	
05	01-00-32-3200	ACCOUNTS PAYABLE	HEU2315	14-010	PLAN REV@45 POPLAR PL	9,848.16	
06	01-00-32-3200	ACCOUNTS PAYABLE	AIS6428	140428	6 INVOICES FROM VOIDED CK	6,350.49	
07	01-02-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	140501	MAY EMPL HEALTH INS PREMIUM	1,744.97	
08	01-02-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	140501	MAY EMPLOYEE LIFE INS PREMIUM	22.80	
09	01-03-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	140501	MAY EMPL HEALTH INS PREMIUM	5,070.20	
10	01-03-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	140501	MAY EMPLOYEE LIFE INS PREMIUM	22.80	
11	01-06-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	140501	MAY EMPL HEALTH INS PREMIUM	6,025.05	
12	01-06-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	140501	MAY EMPLOYEE LIFE INS PREMIUM	34.20	
13	01-07-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	140501	MAY EMPL HEALTH INS PREMIUM	26,266.87	
14	01-07-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	140501	MAY EMPLOYEE LIFE INS PREMIUM	197.60	
15	01-09-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	140501	MAY EMPL HEALTH INS PREMIUM	22,190.50	
16	01-09-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	140501	MAY EMPLOYEE LIFE INS PREMIUM	114.00	
17	01-11-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	140501	MAY EMPL HEALTH INS PREMIUM	8,524.42	
18	01-11-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	140501	MAY EMPLOYEE LIFE INS PREMIUM	62.70	
19	01-00-00-1010	CASH-FNBLG-CHECKING			ACCOUNTS PAYABLE OFFSET		126,178.22
<b>WATER FUND</b>							
20	50-00-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	140501	MAY EMPL HEALTH INS PREMIUM	13,152.94	
21	50-00-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	140501	MAY EMPLOYEE LIFE INS PREMIUM	62.70	
22	50-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		13,215.64
<b>PARKING FUND</b>							
23	51-00-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	140501	MAY EMPL HEALTH INS PREMIUM	2,222.39	
24	51-00-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	140501	MAY EMPLOYEE LIFE INS PREMIUM	17.10	
25	51-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		2,239.49
<b>SEWER FUND</b>							
26	80-00-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	140501	MAY EMPL HEALTH INS PREMIUM	1,303.27	
27	80-00-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	140501	MAY EMPLOYEE LIFE INS PREMIUM	11.40	
28	80-00-66-6600	NEW EQUIPMENT	JAC6642	294473	SEWER RODDER AND CABLES	3,250.00	
29	80-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		4,564.67

INTERFUND SUMMARY

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VILLAGE OF LA GRANGE  
 DISTRIBUTION JOURNAL --- MANUAL CHECKS AP-050814

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JOURNAL DATE: 05/08/14

ACCOUNTING PERIOD: 01

ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
30	01-00-20-2050	DUE T/F WATER			ACCTS PAYABLE INTERFUND OFFSET	13,215.64	
31	01-00-20-2051	DUE T/F PARKING METER			ACCTS PAYABLE INTERFUND OFFSET	2,239.49	
32	01-00-20-2080	DUE T/F SEWER			ACCTS PAYABLE INTERFUND OFFSET	4,564.67	
33	01-00-00-1010	CASH-FNBLG-CHECKING			ACCTS PAYABLE INTERFUND OFFSET		20,019.80
TOTALS:						166,217.82	166,217.82

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INVOICES DUE ON/BEFORE 05/12/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
129471	AIR8025	AIRGAS NORTH CENTRAL						
	9026618787	04/16/14	01	I CYL O2 INDUSTRIAL/SHOP	01-11-62-6220		47.79	
						INVOICE TOTAL:	47.79 *	
	9917737857	03/31/14	01	ACETYLENE;AIR;ARGON;O2/SHOP	01-11-62-6220		87.16	
						INVOICE TOTAL:	87.16 *	
						CHECK TOTAL:	134.95	
129472	AIS6428	ALL INFORMATION SERVICES, INC						
	26107R	01/17/14	01	CAMERA SYSTEM EQUIPMENT	50-00-32-3200		2,068.82	
						INVOICE TOTAL:	2,068.82 *	
						CHECK TOTAL:	2,068.82	
129473	AIS6428	ALL INFORMATION SERVICES, INC						
	26923	05/04/14	01	MICROSOFT ACCESS PROGRAM	80-00-66-6605		103.73	
						INVOICE TOTAL:	103.73 *	
						CHECK TOTAL:	103.73	
129474	ALL897	ALLY INC						
	13002	04/17/14	01	MAY CUSTODIAL SERVICE:DECK	51-00-62-6280		325.00	
						INVOICE TOTAL:	325.00 *	
	13003	04/17/14	01	MAY CUSTODIAL SERVICE:PD	01-10-62-6221		1,475.26	
						INVOICE TOTAL:	1,475.26 *	
	13007	04/17/14	01	MAY CUSTODIAL SERVICE:DPW	01-10-62-6221		395.00	
						INVOICE TOTAL:	395.00 *	
	13009	04/17/14	01	MAY CUSTODIAL SERVICE:VH	01-10-62-6221		1,644.69	
						INVOICE TOTAL:	1,644.69 *	
						CHECK TOTAL:	3,839.95	

INVOICES DUE ON/BEFORE 05/12/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
129475	AM8623	A & M PARTS INC						
	439065	04/07/14	01	UNDERCOAT/#8 FUEL TANK	01-11-62-6220		26.98	
						INVOICE TOTAL:	26.98 *	
	440376	04/14/14	01	UNDERCOAT/#6 OILPAN	01-11-62-6220		26.98	
						INVOICE TOTAL:	26.98 *	
	440532	04/15/14	01	WIPER BLADES/#13	01-11-62-6220		10.39	
			02	WIPER BLADES/#13	80-00-62-6220		10.39	
						INVOICE TOTAL:	20.78 *	
	440594	04/14/14	01	OIL FILTERS/#6;14;5	01-11-62-6220		94.86	
						INVOICE TOTAL:	94.86 *	
	441026	04/17/14	01	NON-DETER OIL/LAWN MOWERS	01-11-62-6220		36.48	
						INVOICE TOTAL:	36.48 *	
	441688	04/21/14	01	SPARK PLUG/STRING TRIMMER	01-11-62-6220		16.12	
						INVOICE TOTAL:	16.12 *	
	441747	04/21/14	01	CONNECTOR;4W FLASHER/TRAILER	01-11-62-6220		15.48	
						INVOICE TOTAL:	15.48 *	
						*** VOID---LEADER CHECK ***		
129476	AM8623	A & M PARTS INC						
	441867	04/22/14	01	OIL-AIR FILTERS;OIL;ETC/#74	50-00-62-6220		74.29	
						INVOICE TOTAL:	74.29 *	
	441988	04/22/14	01	BATTERY;BATTERY CABLES/#74	50-00-62-6220		113.50	
						INVOICE TOTAL:	113.50 *	
	442985	04/28/14	01	FUEL & OIL FILTERS;OIL/ROLLER	01-11-62-6220		53.49	
						INVOICE TOTAL:	53.49 *	

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VILLAGE OF LA GRANGE  
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INVOICES DUE ON/BEFORE 05/12/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
129476	AM8623	A & M PARTS INC					
	443064	04/29/14	01	SPARK PLUG/PLATE COMPACTER	01-11-62-6220		4.24
						INVOICE TOTAL:	4.24 *
	443785	05/02/14	01	SPARK PLUG/TRAILER PUMP	01-11-62-6220		8.48
						INVOICE TOTAL:	8.48 *
	443849	05/02/14	01	BATTERY/#21	01-11-62-6220		205.20
						INVOICE TOTAL:	205.20 *
	443863	05/02/14	01	RING TERM;LINK WIRE ETC/#21	01-11-62-6220		25.78
						INVOICE TOTAL:	25.78 *
						CHECK TOTAL:	722.66
129477	AMA1	AMALGAMATED BANK OF CHICAGO					
	4955/2014	04/25/14	01	GO ALT REVENUE BONDS/INTEREST	50-00-67-6701		22,115.00
						INVOICE TOTAL:	22,115.00 *
						CHECK TOTAL:	22,115.00
129478	AME5749	AMERICAN MESSAGING					
	U11587340E	05/01/14	01	MAY PAGEDCOPY SVC	24-00-62-6210		87.86
						INVOICE TOTAL:	87.86 *
						CHECK TOTAL:	87.86
129479	AND3323	ANDRES MEDICAL BILLING LTD					
	133025	05/01/14	01	APR COLLECT/6.5% OF \$17,747.44	01-00-32-3200		1,153.58
						INVOICE TOTAL:	1,153.58 *
						CHECK TOTAL:	1,153.58

DATE: 05/08/14  
 TIME: 09:11:38  
 ID: AP211001.WOW

VILLAGE OF LA GRANGE  
 PRE-CHECK RUN EDIT

INVOICES DUE ON/BEFORE 05/12/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
129480	ARA2525	ARAMARK UNIFORM SERVICES					
	2078521987	04/25/14	01	MATS	01-10-62-6221		34.73
						INVOICE TOTAL:	34.73 *
	2078522121	04/25/14	01	4/25/14 UNIFORM SERVICE	01-11-60-6021		131.32
			02	4/25/14 UNIFORM SERVICE	50-00-60-6021		40.80
			03	4/25/14 UNIFORM SERVICE	80-00-60-6021		10.20
			04	FLOOR MATS/TRAIN STATION	51-00-62-6225		11.00
			05	FLOOR MATS/PARKING DECK	51-00-62-6280		5.50
						INVOICE TOTAL:	198.82 *
	2078531477	05/02/14	01	5/2/14 UNIFORM SERVICE	01-11-60-6021		57.68
			02	5/2/14 UNIFORM SERVICE	50-00-60-6021		40.80
			03	5/2/14 UNIFORM SERVICE	80-00-60-6021		10.20
			04	FLOOR MATS/TRAIN STATION	51-00-62-6225		11.00
			05	FLOOR MATS/PARKING DECK	51-00-62-6280		5.50
						INVOICE TOTAL:	125.18 *
						CHECK TOTAL:	358.73
129481	ATT	A T & T					
	14/708352193304	04/16/14	01	APR MODEM LINE 352-1933/PD	01-07-62-6210		50.52
						INVOICE TOTAL:	50.52 *
						CHECK TOTAL:	50.52
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
129482	ATT	A T & T					
	14/708352212104	04/16/14	01	APR EMERGENCY LINE 352-2121/FD	01-09-62-6210		134.35
						INVOICE TOTAL:	134.35 *
						CHECK TOTAL:	134.35
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			

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DATE: 05/08/14  
TIME: 09:11:38  
ID: AP211001.WOW

VILLAGE OF LA GRANGE  
PRE-CHECK RUN EDIT

INVOICES DUE ON/BEFORE 05/12/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
129483	ATT A T & T 14/708352213104	04/16/14	01	APR EMERGENCY LINE 352-2131/PD	01-07-62-6210		191.33
						INVOICE TOTAL:	191.33 *
					CHECK TOTAL:		191.33
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
129484	ATT A T & T 14/708Z14012404	04/16/14	01	APR TELEMETRY LINE Z140124/WTR	50-00-62-6210		96.52
						INVOICE TOTAL:	96.52 *
					CHECK TOTAL:		96.52
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
129485	ATT A T & T 14/708Z45003704	04/16/14	01	APR ALARM LINE 708-Z45-0037	01-11-62-6210		110.13
			02	APR ALARM LINE 708-Z45-0037	80-00-62-6210		110.13
						INVOICE TOTAL:	220.26 *
					CHECK TOTAL:		220.26
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
129486	ATT A T & T 14/708Z45008704	04/16/14	01	APR ALARM LINE Z450087/ADM	01-02-62-6210		110.13
			02	APR ALARM LINE Z450087/FIN	01-03-62-6210		110.13
						INVOICE TOTAL:	220.26 *
					CHECK TOTAL:		220.26
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
129487	ATT A T & T 14/708Z45027004	04/16/14	01	APR ALARM LINE Z450270/CLK ADM	01-02-62-6210		220.27

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VILLAGE OF LA GRANGE  
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129487	ATT A T & T 14/708Z45027004	04/16/14	02	APR ALARM LINE Z450270/COM DEV	01-06-62-6210		220.27
						INVOICE TOTAL:	440.54 *
					CHECK TOTAL:		440.54
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
129488	ATT A T & T 14/708Z45520204	04/16/14	01	APR ALARM LINE Z455202/WTR	50-00-62-6210		440.54
						INVOICE TOTAL:	440.54 *
					CHECK TOTAL:		440.54
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
129489	ATT5017 AT&T LONG DISTANCE 140419	04/19/14	01	APR LONG DISTANCE CHARGES	01-02-62-6210		14.61
			02	APR LONG DISTANCE CHARGES	01-03-62-6210		15.04
			03	APR LONG DISTANCE CHARGES	01-06-62-6210		5.33
			04	APR LONG DISTANCE CHARGES	01-07-62-6210		37.00
			05	APR LONG DISTANCE CHARGES	01-09-62-6210		17.26
			06	APR LONG DISTANCE CHARGES	01-11-62-6210		4.76
			07	APR LONG DISTANCE CHARGES	50-00-62-6210		9.53
			08	APR LONG DISTANCE CHARGES	80-00-62-6210		4.76
						INVOICE TOTAL:	108.29 *
					CHECK TOTAL:		108.29
129490	ATT911 A T & T 14/773RO6237204	04/16/14	01	APR E911 WIRELESS:773/RO6-2372	24-00-62-6210		102.28
						INVOICE TOTAL:	102.28 *
					CHECK TOTAL:		102.28
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
129491	AUT1528	AUTOMATED CONTROL SERVICES					
	3021	04/30/14	01	CHECK ERATIC FLOW AT PUMP STN	50-00-62-6230		396.80
						INVOICE TOTAL:	396.80 *
						CHECK TOTAL:	396.80
129492	BAX783	BAXTER & WOODMAN					
	0173639	04/24/14	01	COSSITT AV RECONSTRUCTION DES	40-00-32-3200		4,785.69
						INVOICE TOTAL:	4,785.69 *
	0173640	04/24/14	01	MAPLE AV RELIEF SEWER PROJECT	40-00-32-3200		1,746.24
						INVOICE TOTAL:	1,746.24 *
	0173641	04/24/14	01	EAST AV PUMP STN REHAB DESIGN	50-00-32-3200		7,557.62
						INVOICE TOTAL:	7,557.62 *
	0173642	04/24/14	01	OARS IMPLEMENTATION STRATEGY	40-00-32-3200		1,525.16
						INVOICE TOTAL:	1,525.16 *
						CHECK TOTAL:	15,614.71
129493	BEA11	BEATRICE, INC					
	1689	02/17/14	01	REPAIR MODEM;POWER:ELEV TANK	50-00-32-3200		2,955.64
						INVOICE TOTAL:	2,955.64 *
						CHECK TOTAL:	2,955.64
129494	BIO1733	BIO-TRON, INC					
	34250	04/18/14	01	ANNUAL ZOLL MONITOR SVC CONTR	01-09-62-6253		2,300.00
						INVOICE TOTAL:	2,300.00 *
						CHECK TOTAL:	2,300.00

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129495	CAN1500	CANON BUSINESS SOLUTIONS-CNTRL					
	4012771359	05/01/14	01	MAY COPIER MAINTENANCE	01-02-62-6220		81.08
			02	MAY COPIER MAINTENANCE	01-03-62-6220		40.54
			03	MAY COPIER MAINTENANCE	01-06-62-6220		40.53
			04	APR COLOR COPY OVERAGE	01-06-62-6220		172.93
						INVOICE TOTAL:	335.08 *
						CHECK TOTAL:	335.08
129496	CAS7911	CASE LOTS INC					
	055622	04/21/14	01	TP;KIT. TOWELS;GLASS CLEANER	01-10-61-6100		516.85
						INVOICE TOTAL:	516.85 *
	055675	04/22/14	01	8 WASTE BASKETS/VH	01-10-61-6100		70.00
						INVOICE TOTAL:	70.00 *
	055731	04/24/14	01	CHAIR MAT/VH	01-10-61-6100		54.40
						INVOICE TOTAL:	54.40 *
						CHECK TOTAL:	641.25
129497	CAT6298	CATCHING FLUIDPOWER, INC					
	5905717	04/04/14	01	HOSES/#74	50-00-62-6220		114.31
						INVOICE TOTAL:	114.31 *
	5908581	04/16/14	01	HOSE;VALVE COUPLING/#74	50-00-62-6220		52.26
						INVOICE TOTAL:	52.26 *
						CHECK TOTAL:	166.57
129498	CIV317	CIVIC PLUS					
	147137	05/01/14	01	ANNUAL FEE FOR WEBSITE	01-00-32-3200		7,164.06
						INVOICE TOTAL:	7,164.06 *
						CHECK TOTAL:	7,164.06

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
129499	COM3001	COMCAST CABLE					
	140424	04/24/14	01	MAY PARKING DECK MODEM	51-00-62-6280		94.85
						INVOICE TOTAL:	94.85 *
						CHECK TOTAL:	94.85
129500	COM784	COMMONWEALTH EDISON					
	127075147-14/04	04/18/14	01	APR STREET LIGHTS	01-11-62-6211		52.32
			02	APR PARKING LOT LIGHTS	51-00-62-6211		19.35
						INVOICE TOTAL:	71.67 *
	1331084024-14/04	04/22/14	01	APR STREET LIGHTS	01-11-62-6211		23.40
			02	APR PARKING LOT LIGHTS	51-00-62-6211		8.65
						INVOICE TOTAL:	32.05 *
	1755047012-14/04	04/22/14	01	APR PUMPING	50-00-62-6211		79.82
						INVOICE TOTAL:	79.82 *
	435147121-14/04	04/08/14	01	APR STREET LIGHTS	01-11-62-6211		2,212.43
			02	APR PARKING LOT LIGHTS	51-00-62-6211		818.29
						INVOICE TOTAL:	3,030.72 *
	9692396007-14/04	04/22/14	01	APR STREET LIGHTS	01-11-62-6211		39.43
			02	APR PARKING LOT LIGHTS	51-00-62-6211		14.59
						INVOICE TOTAL:	54.02 *
						CHECK TOTAL:	3,268.28
129501	CON1421	CONSTELLATION NEWENERGY INC					
	14624291	04/20/14	01	APR STREET LIGHTS	01-11-62-6211		695.08
			02	APR PARKING LOT LIGHTS	51-00-62-6211		257.09
						INVOICE TOTAL:	952.17 *
	14624312	04/20/14	01	APR STREET LGIHTS	01-11-62-6211		214.87

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
129501	CON1421	CONSTELLATION NEWENERGY INC					
	14624312	04/20/14	02	APR PARKING LOT LIGHTS	51-00-62-6211		79.47
						INVOICE TOTAL:	294.34 *
	14624596	04/20/14	01	APR STREET LIGHTS	01-11-62-6211		16.67
			02	APR PARKING LOT LIGHTS	51-00-62-6211		6.16
						INVOICE TOTAL:	22.83 *
	14652871	04/23/14	01	APR STREET LIGHTS	01-11-62-6211		80.31
			02	APR PARKING LOT LIGHTS	51-00-62-6211		29.70
						INVOICE TOTAL:	110.01 *
	14652913	04/23/14	01	APR STREET LIGHTS	01-11-62-6211		328.32
			02	APR PARKING LOT LIGHTS	51-00-62-6211		121.44
						INVOICE TOTAL:	449.76 *
						*** VOID---LEADER CHECK ***	
129502	CON1421	CONSTELLATION NEWENERGY INC					
	14685854	04/24/14	01	APR PUMPING	50-00-62-6211		2,730.27
						INVOICE TOTAL:	2,730.27 *
	14689055	04/25/14	01	APR PUMPING	50-00-62-6211		224.44
						INVOICE TOTAL:	224.44 *
						CHECK TOTAL:	4,783.82
129503	COR2800	CORPORATE BENEFITS CONSULTANTS					
	42014	03/27/14	01	APR BROKERAGE/CONSULT FEE	01-00-32-3200		43.27
			02	APR BROKERAGE/CONSULT FEE	01-00-32-3200		125.73
			03	APR BROKERAGE/CONSULT FEE	01-00-32-3200		149.41
			04	APR BROKERAGE/CONSULT FEE	01-00-32-3200		791.75

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
129503	COR2800	CORPORATE BENEFITS CONSULTANTS						
	42014	03/27/14	05	APR BROKERAGE/CONSULT FEE	01-00-32-3200		550.27	
			06	APR BROKERAGE/CONSULT FEE	01-00-32-3200		255.54	
			07	APR BROKERAGE/CONSULT FEE	50-00-32-3200		294.74	
			08	APR BROKERAGE/CONSULT FEE	51-00-32-3200		55.11	
			09	APR BROKERAGE/CONSULT FEE	80-00-32-3200		31.43	
			10	APR BROKERAGE/CONSULT FEE	01-00-32-3200		702.75	
						INVOICE TOTAL:	3,000.00 *	
						CHECK TOTAL:	3,000.00	
129504	COU11	COURTNEY'S LANE						
	060251	04/08/14	01	SAFETY INSPECTION/#5	01-11-62-6220		35.00	
						INVOICE TOTAL:	35.00 *	
	60341	04/28/14	01	SAFETY INSPECTION/#16	01-11-62-6220		35.00	
						INVOICE TOTAL:	35.00 *	
	60351	04/29/14	01	SAFETY INSPECTION/#64	50-00-62-6220		35.00	
						INVOICE TOTAL:	35.00 *	
						CHECK TOTAL:	105.00	
129505	DMJ603	D M J AUTOMOTIVE						
	1939	05/01/14	01	OIL;FILTER CHNG;ETC/CO1115	01-09-62-6220		586.80	
						INVOICE TOTAL:	586.80 *	
	1943	05/02/14	01	PREVENTATIVE MTC/#1183	01-09-62-6220		52.74	
						INVOICE TOTAL:	52.74 *	
	1946	05/02/14	01	PREVENTATIVE MTC/#1114	01-09-62-6220		49.24	
						INVOICE TOTAL:	49.24 *	
	1947	05/02/14	01	PREVENTATIVE MTC/#1182	01-09-62-6220		326.74	
						INVOICE TOTAL:	326.74 *	
						CHECK TOTAL:	1,015.52	

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
129506	DON821	DONE-RITE, INC						
	27047-2	05/06/14	01	THAW WATER LINE:405 BLUFF	50-00-32-3200		2,373.56	
						INVOICE TOTAL:	2,373.56 *	
						CHECK TOTAL:	2,373.56	
129507	EPC2419	EPCO PAINT & WALLPAPER						
	12298475	04/10/14	01	1 PK RESPIRATOR MASKS	01-10-62-6220		5.09	
						INVOICE TOTAL:	5.09 *	
						CHECK TOTAL:	5.09	
129508	FIR/ADM	FIRST NATIONAL BANK/LA GRANGE						
	140429	04/29/14	01	PHONE MESSAGE PADS/VM	01-02-61-6100		34.18	
						INVOICE TOTAL:	34.18 *	
						CHECK TOTAL:	34.18	
129509	FIR/DPW	FIRST NATL BANK OF LA GRANGE						
	12389157283	04/22/14	01	AWWA CONFERENCE AIRFARE	80-00-60-6020		357.00	
						INVOICE TOTAL:	357.00 *	
	7000812493	04/22/14	01	AWWA ANNUAL CONFERENCE	01-11-60-6020		980.00	
						INVOICE TOTAL:	980.00 *	
						CHECK TOTAL:	1,337.00	
129510	FIR/FD	FIRST NATIONAL BANK/LA GRANGE						
	140502	05/02/14	01	DECK SCREWS FROM HOME DEPOT	01-09-61-6100		9.37	
						INVOICE TOTAL:	9.37 *	
						CHECK TOTAL:	9.37	

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
129511	FIR4037	FIRESTONE					
	218928	04/28/14	01	NEW TIRE FOR NEW SQUAD	01-07-62-6220		269.49
						INVOICE TOTAL:	269.49 *
	218989	04/28/14	01	2 NEW TIRES/#516	51-00-62-6220		264.44
						INVOICE TOTAL:	264.44 *
						CHECK TOTAL:	533.93
129512	FIR620	FIRST NATIONAL BANK/LA GRANGE					
	140505	05/05/14	01	1998 STREET LIGHT BONDS/INT	90-00-67-6706		16,017.50
						INVOICE TOTAL:	16,017.50 *
						CHECK TOTAL:	16,017.50
129513	FOS700	FOSTER COACH SALES, INC					
	8664	05/02/14	01	REPL RUB RAIL;REFLECTOR TAPE	01-09-62-6220		154.20
						INVOICE TOTAL:	154.20 *
						CHECK TOTAL:	154.20
129514	GEN5228	GENCAR INC					
	078657	03/21/14	01	COVERALLS;PAINT BRUSH/#17	80-00-62-6220		45.16
						INVOICE TOTAL:	45.16 *
						CHECK TOTAL:	45.16
129515	GRA1243	GRAYBAR ELECTRIC CO INC					
	971958033	04/04/14	01	CONTRACTOR RELAY COIL/SL	01-11-62-6223		376.20
						INVOICE TOTAL:	376.20 *
						CHECK TOTAL:	376.20

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
129516	GRA8015	GRAINGER					
	9363613416	02/12/14	01	HEATER FOR SHOP OFFICE	01-10-62-6220		363.87
						INVOICE TOTAL:	363.87 *
						CHECK TOTAL:	363.87
129517	HAN1562	HANSON MATERIAL SERVICE					
	5411876	04/25/14	01	1 LOAD CA7/MAIN REPAIR	50-00-62-6220		132.17
						INVOICE TOTAL:	132.17 *
	5412758	04/28/14	01	1 LOAD CA7/MAIN	50-00-62-6220		146.18
						INVOICE TOTAL:	146.18 *
	5413018	04/30/14	01	2 LOADS CA7/MAIN	50-00-62-6220		274.85
						INVOICE TOTAL:	274.85 *
						CHECK TOTAL:	553.20
129518	HAR8641	HARLEM PLUMBING SUPPLY					
	50912	04/24/14	01	2-SCH80 1 UNIONS/PUMP STN	50-00-62-6220		41.32
						INVOICE TOTAL:	41.32 *
	51251	05/01/14	01	SCH80 UNIONS/PUMP STN	50-00-62-6220		41.32
						INVOICE TOTAL:	41.32 *
	51267	05/01/14	01	SPIGOT;CPLGS;TEES/PUMP STN	50-00-62-6220		10.06
						INVOICE TOTAL:	10.06 *
						CHECK TOTAL:	92.70
129519	HDS9103	HD SUPPLY WATERWORKS					
	264490	04/14/14	01	2 HYMAX CPLRS/WATER	50-00-62-6220		486.24

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129519	HDS9103	HD SUPPLY WATERWORKS					
	264490	04/14/14	02	24" MANHOLE HOOK/SEWER	80-00-62-6220		26.76
						INVOICE TOTAL:	513.00 *
	271579	04/17/14	01	OMNI 3" METER;FLANGE;ETC	50-00-32-3200		1,849.67
						INVOICE TOTAL:	1,849.67 *
	307132	04/23/14	01	1.5" OMNI METER;FLANGE KIT	50-00-66-6692		531.00
						INVOICE TOTAL:	531.00 *
	315925	04/29/14	01	METER FLANGE KIT W/GASKET ETC	50-00-32-3200		1,252.00
						INVOICE TOTAL:	1,252.00 *
	318668	04/28/14	01	6 5/8 IPERLS;4 1" IPERLS	50-00-32-3200		1,390.00
						INVOICE TOTAL:	1,390.00 *
	C292016	04/29/14	01	6 FIRE HYDRANT VALVES & ACCES.	50-00-32-3200		17,679.00
						INVOICE TOTAL:	17,679.00 *
						CHECK TOTAL:	23,214.67
129520	HEA6201	HEARTLAND RECYCLING LLC					
	7736	04/15/14	01	2 LOADS WOOD WASTE	01-11-62-6220		353.76
						INVOICE TOTAL:	353.76 *
						CHECK TOTAL:	353.76
129521	HER111	HERITAGE BANK OF SCHAUMBURG					
	140505	05/05/14	01	1998 STREET LIGHT BONDS/INT	90-00-67-6706		5,130.00
			02	CUSIP#21614P9D2	** COMMENT **		
						INVOICE TOTAL:	5,130.00 *
						CHECK TOTAL:	5,130.00

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129522	HEU2315	HEUER & ASSOCIATES					
	14-019	04/15/14	01	PLAN REV#901 COUNTRY CLUB	01-00-32-3200		1,184.47
						INVOICE TOTAL:	1,184.47 *
						CHECK TOTAL:	1,184.47
129523	HOL8640	HOLLAND & KNIGHT LLP					
	2014-1ST	05/01/14	01	VLG ATTY BONUS/1ST QTR 2014	01-04-62-6239		639.72
						INVOICE TOTAL:	639.72 *
	3033248	04/09/14	01	MAR LGL:RETAINER	01-00-32-3200		5,090.28
						INVOICE TOTAL:	5,090.28 *
	3033249	04/09/14	01	MAR LGL:ZONING	01-00-32-3200		1,071.00
			02	MAR LGL:RETAINER	01-00-32-3200		3,270.00
			03	MAR LGL:SPECIAL COUNSEL	01-00-32-3200		982.50
						INVOICE TOTAL:	5,323.50 *
	3033250	04/09/14	01	MAR LGL:SPECIAL COUNSEL	01-00-32-3200		5,909.14
						INVOICE TOTAL:	5,909.14 *
						CHECK TOTAL:	16,962.64
129524	HOM1831	HOME DEPOT CREDIT SERVICES					
	1022770	04/08/14	01	SPRAY PAINT/#8	01-11-62-6220		21.08
						INVOICE TOTAL:	21.08 *
	1051455	04/28/14	01	HEAT GUN;STAIN;BRUSH/TRAILER	01-11-62-6220		44.85
						INVOICE TOTAL:	44.85 *
	3011395	04/16/14	01	DRAIN PIPE;GRN GRATE/STONE STN	51-00-62-6225		7.79
						INVOICE TOTAL:	7.79 *
	4052017	05/05/14	01	POLY SHEETING;RAINSUIT;ETC	01-10-62-6222		133.80
						INVOICE TOTAL:	133.80 *

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
129524	HOM1831	HOME DEPOT CREDIT SERVICES						
	5580721	04/24/14	01	PRIMER;BLK PAINT/TRAILER	01-11-62-6220		36.89	
						INVOICE TOTAL:	36.89 *	
						CHECK TOTAL:	244.41	
129525	HOR60	HORTON'S OF LA GRANGE						
	166081	04/16/14	01	SAWZALL BLADES/#74	50-00-62-6220		29.58	
						INVOICE TOTAL:	29.58 *	
	166083	04/16/14	01	WD40/#74	50-00-62-6220		14.37	
						INVOICE TOTAL:	14.37 *	
	166184	04/24/14	01	SAWZALL BLADES/LT METER	50-00-61-6100		34.38	
						INVOICE TOTAL:	34.38 *	
	166233	04/28/14	01	2" POWER BITS/FOUNTAIN	01-10-62-6222		4.79	
						INVOICE TOTAL:	4.79 *	
	166248	04/28/14	01	9V BATTERIES/VH SOUND SYST	01-10-62-6220		11.99	
						INVOICE TOTAL:	11.99 *	
	166309	05/02/14	01	8" CABLE TIES/#66	50-00-62-6220		7.99	
						INVOICE TOTAL:	7.99 *	
						CHECK TOTAL:	103.10	
129526	HOU147	HOUSE OF DOORS, INC						
	257184	03/31/14	01	INST 2 LOWER SECTS/GEN SVC/DPW	01-10-62-6220		461.10	
						INVOICE TOTAL:	461.10 *	
	257265	04/01/14	01	REPL PHOTO EYES/FD AMB BAY	01-10-62-6225		383.10	
						INVOICE TOTAL:	383.10 *	
						CHECK TOTAL:	844.20	

INVOICES DUE ON/BEFORE 05/12/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
129527	IAFC	INTERNATIONAL ASSN/FIRE CHIEFS						
	140506	05/06/14	01	ANNAUL IAFC DUES:#95583	01-09-60-6020		209.00	
						INVOICE TOTAL:	209.00 *	
						CHECK TOTAL:	209.00	
129528	IFSAP	IL FIRE SVC ADMIN PROFESSIONAL						
	140501	05/01/14	01	MEMBER APPL/KERRI SIRGEDAS	01-09-60-6020		45.00	
						INVOICE TOTAL:	45.00 *	
						CHECK TOTAL:	45.00	
		*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***						
129529	ILF702	ILLINOIS FIRE EXTINGUISHER INC						
	189600	04/22/14	01	EXTINGUISHER MTC/DPW-TRUCKS	01-10-62-6221		426.16	
						INVOICE TOTAL:	426.16 *	
	189601	04/22/14	01	EXTINGUISHER MTC/VH	01-10-62-6221		433.81	
						INVOICE TOTAL:	433.81 *	
	189602	04/22/14	01	EXTINGUISHER MTC/PARKING DECK	51-00-62-6280		54.78	
						INVOICE TOTAL:	54.78 *	
	189603	04/22/14	01	EXTINGUISHER MTC/TRAIN STN	51-00-62-6225		79.68	
						INVOICE TOTAL:	79.68 *	
	189722	04/29/14	01	EXTINGUISHER MTC/VH	01-10-62-6220		105.25	
						INVOICE TOTAL:	105.25 *	
	189723	04/29/14	01	EXTINGUISHER MTC/DPW	01-10-62-6220		446.50	
						INVOICE TOTAL:	446.50 *	
						CHECK TOTAL:	1,546.18	

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INVOICES DUE ON/BEFORE 05/12/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
129530	ILL6642	ILLCO INC					
	2344902	04/25/14	01	3/4 PVC UNION/PUMP STN	50-00-62-6220		24.36
						INVOICE TOTAL:	24.36 *
						CHECK TOTAL:	24.36
129531	ILP7722	ILLINOIS PAYPHONE SYSTEMS, INC					
	5520	04/21/14	01	MAY	01-07-62-6210		53.00
						INVOICE TOTAL:	53.00 *
						CHECK TOTAL:	53.00
129532	IRMA	INTERGOVERNMENTAL RISK					
	13217	03/31/14	01	CLAIMS/POLICE	01-00-32-3200		4,076.13
			02	CLAIMS/DPW	01-00-32-3200		3,323.88
						INVOICE TOTAL:	7,400.01 *
						CHECK TOTAL:	7,400.01
129533	ISAWWA	ILLINOIS SECTION AWWA					
	200011491	05/02/14	01	ACE CONFERENCE IL SECTION	01-11-60-6020		20.00
						INVOICE TOTAL:	20.00 *
						CHECK TOTAL:	20.00
129534	JAC6642	JACK'S					
	58257	04/25/14	01	RENT 4" PIPE CUTTER	50-00-61-6100		73.59
						INVOICE TOTAL:	73.59 *
	58327	05/01/14	01	INVERTA CAP MARKING PAINT/SL	01-11-62-6223		62.64
						INVOICE TOTAL:	62.64 *
						CHECK TOTAL:	136.23

INVOICES DUE ON/BEFORE 05/12/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
129535	JUL2800	JULIE INC					
	0899-2	03/31/14	01	UTILITY LOCATES/SHARE	01-11-62-6223		162.51
			02	UTILITY LOCATES/SHARE	50-00-62-6220		162.51
			03	UTILITY LOCATES/SHARE	80-00-62-6224		325.02
						INVOICE TOTAL:	650.04 *
						CHECK TOTAL:	650.04
129536	KEE44	KEEN EDGE CO					
	618761	04/02/14	01	TIRE TUBE/EDGER	01-11-62-6220		5.04
						INVOICE TOTAL:	5.04 *
						CHECK TOTAL:	5.04
129537	LAN217	LAND'S END BUSINESS OUTFITTERS					
	3880085	01/09/14	01	MATERNITY SHIRT/MESICH	01-07-60-6021		18.94
						INVOICE TOTAL:	18.94 *
	4128417	04/21/14	01	2 POLO SHIRTS/SEYMOUR	01-07-60-6021		91.85
						INVOICE TOTAL:	91.85 *
						CHECK TOTAL:	110.79
129538	LEZON	LARRY LEZON					
	140428	04/28/14	01	REIMBURSE FOR STEEL TOED BOOTS	01-11-60-6021		137.66
						INVOICE TOTAL:	137.66 *
						CHECK TOTAL:	137.66
	*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***						
129539	LG	VILLAGE OF LA GRANGE					
	140429BG	04/29/14	01	20284000:53 S LG RD/WTR	01-10-62-6212		21.62

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INVOICES DUE ON/BEFORE 05/12/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
129539	LG	VILLAGE OF LA GRANGE						
	140429BG	04/29/14	02	21477500:320 EAST AVE/WTR	01-10-62-6212		9.65	
			03	21478000:320 EAST AVE/WTR	01-10-62-6212		70.32	
			04	21478200:320 EAST AVE/WTR	01-10-62-6212		9.65	
			05	30495000:300 W BURLINGTON/WTR	01-10-62-6212		99.98	
						INVOICE TOTAL:	211.22 *	
	140429MS	04/29/14	01	21000500:METRA STN WTR SVC	51-00-62-6225		9.84	
						INVOICE TOTAL:	9.84 *	
						CHECK TOTAL:	221.06	
						*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***		
129540	MCC	VILLAGE OF MC COOK						
	38-14/04	05/01/14	01	APRIL WATER PURCHASE	50-00-32-3200		181,612.80	
						INVOICE TOTAL:	181,612.80 *	
						CHECK TOTAL:	181,612.80	
129541	MCM7690	MC MASTER-CARR SUPPLY CO						
	7896004	03/27/14	01	2-30" PULLER HOOKS/SEWER	80-00-62-6220		71.42	
						INVOICE TOTAL:	71.42 *	
	82727631	04/25/14	01	SAFETY GLASSES CLEANING WIPES	01-11-60-6021		40.17	
						INVOICE TOTAL:	40.17 *	
						CHECK TOTAL:	111.59	
129542	MET9012	METAL SUPERMARKETS						
	313461	04/24/14	01	SHEET METAL/NEW TRAILER	01-11-62-6220		77.71	
						INVOICE TOTAL:	77.71 *	
						CHECK TOTAL:	77.71	

INVOICES DUE ON/BEFORE 05/12/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
129543	MID1	MIDWEST ORTHOPAEDICS						
	4205	04/18/14	01	PHYS & SCREENING EXAM/SUMMER	01-11-60-6010		157.00	
						INVOICE TOTAL:	157.00 *	
						CHECK TOTAL:	157.00	
129544	MILOVANO	DAN MILOVANOVIC						
	140505	05/05/14	01	REIMBURSE FOR WORK BOOTS	01-11-60-6021		91.58	
						INVOICE TOTAL:	91.58 *	
						CHECK TOTAL:	91.58	
						*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***		
129545	MOH7340	MOHR OIL CO						
	172968	04/23/14	01	1713 GALS GAS	01-00-32-3200		6,104.63	
						INVOICE TOTAL:	6,104.63 *	
	172969	04/23/14	01	700 GALS ULS DIESEL	01-00-32-3200		2,477.23	
						INVOICE TOTAL:	2,477.23 *	
						CHECK TOTAL:	8,581.86	
129546	MON4328	MONROE TRUCK EQUIPMENT						
	71711	04/24/14	01	BOSS SUPER DUTY SNOWPLOW	60-00-32-3200		4,911.00	
						INVOICE TOTAL:	4,911.00 *	
	71823	04/24/14	01	BOSS SUPER DUTY SNOWPLOW	60-00-32-3200		4,911.00	
						INVOICE TOTAL:	4,911.00 *	
						CHECK TOTAL:	9,822.00	
129547	MURRAYM	MATTHEW MURRAY						

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INVOICES DUE ON/BEFORE 05/12/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
129553	PE4016	P & E POWERWASH						
	31919	04/30/14	01	WINDOW CLEANING/BUS DEPOTS	01-10-62-6222		40.00	
						INVOICE TOTAL:	40.00 *	
					CHECK TOTAL:		745.00	
129554	PG8432	P & G KEENE ELECTRICAL REBLDRS						
	188190	05/01/14	01	160 AMP ALT/#17	80-00-62-6220		224.35	
						INVOICE TOTAL:	224.35 *	
					CHECK TOTAL:		224.35	
129555	PIP31	STEVE PIPER & SONS INC						
	148294	04/15/14	01	BRUSH GRINDINGS	01-00-32-3200		2,370.00	
						INVOICE TOTAL:	2,370.00 *	
					CHECK TOTAL:		2,370.00	
129556	POM1630	POMP'S TIRE SERVICE, INC						
	470015981	03/17/14	01	TIRES;RIMS/SKIDSTEER	01-11-62-6220		511.76	
						INVOICE TOTAL:	511.76 *	
	470016141	03/21/14	01	USED RIM	01-11-62-6220		67.00	
						INVOICE TOTAL:	67.00 *	
					CHECK TOTAL:		578.76	
129557	PRA5185	PRAIRIE MATERIAL SALES, INC						
	885516582	04/22/14	01	4 YDS CONCRETE	50-00-62-6220		686.70	
						INVOICE TOTAL:	686.70 *	
					CHECK TOTAL:		686.70	

INVOICES DUE ON/BEFORE 05/12/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
129558	RAY409	PHOEBE RAYMOND						
	140425	04/25/14	01	REFUND WATER BILL #20112000	50-00-52-5200		7.39	
						INVOICE TOTAL:	7.39 *	
					CHECK TOTAL:		7.39	
129559	REI15	RICHARD J REIMER & ASSOC						
	2647-18054	03/12/14	01	DISABILITY APPL/KNEIFEL	70-00-62-6233		212.09	
						INVOICE TOTAL:	212.09 *	
	2647-18168	04/21/14	01	DISABILITY CORRESP./KNEIFEL	70-00-62-6233		539.11	
						INVOICE TOTAL:	539.11 *	
					CHECK TOTAL:		751.20	
129560	REL2250	RELIABLE MATERIALS LYONS						
	153162	04/22/14	01	4 LOADS DIRT/CLAY DUMPING	50-00-62-6220		348.00	
						INVOICE TOTAL:	348.00 *	
	153267	04/23/14	01	7 LOADS DIRT/CLAY DUMPING	50-00-62-6220		609.00	
						INVOICE TOTAL:	609.00 *	
					CHECK TOTAL:		957.00	
129561	RUS2379	RUSH TRUCK CENTERS OF ILLINOIS						
	10220992	04/14/14	01	OIL PAN KIT#6	01-11-62-6220		892.45	
						INVOICE TOTAL:	892.45 *	
	10224903	05/02/14	01	BATTERY CABLES/#21	01-11-62-6220		152.92	
						INVOICE TOTAL:	152.92 *	
					CHECK TOTAL:		1,045.37	

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INVOICES DUE ON/BEFORE 05/12/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
129562	RUS301 3886729596	BRIAN RUSH 04/28/14	01	REIMBURSE SPRINKLER REPAIRS	40-00-66-6692		595.00 595.00 *
						INVOICE TOTAL:	
						CHECK TOTAL:	595.00
129563	RUS6510 1962948	RUSSO POWER EQUIPMENT 04/28/14	01	SEAL RING;TANK OIL/JUMPING JAC	01-11-62-6220		88.54 88.54 *
						INVOICE TOTAL:	
						CHECK TOTAL:	88.54
129564	SAF3820 63380532	SAFETY KLEEN 04/15/14	01	PARTS WASHER SOLVENT/SHOP	01-11-62-6220		235.18 235.18 *
						INVOICE TOTAL:	
						CHECK TOTAL:	235.18
129565	SCH1080 840996	SCHROEDER MATERIAL 04/11/14	01	10 YDS TOP SOIL	01-11-62-6259		237.80 237.80 *
						INVOICE TOTAL:	
						CHECK TOTAL:	237.80
						INVOICE TOTAL:	261.58
						INVOICE TOTAL:	261.58 *
						INVOICE TOTAL:	261.58
						INVOICE TOTAL:	261.58 *
						CHECK TOTAL:	760.96
129566	SCH6764 2817533	SCHOOL HEALTH CORP 04/18/14	01	5 BOXES NITRILE GLOVES	01-07-61-6100		87.61 87.61 *
						INVOICE TOTAL:	
						CHECK TOTAL:	87.61

INVOICES DUE ON/BEFORE 05/12/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
129567	SCO283 156013	SCOUT ELECTRIC SUPPLY CO 03/27/14	01	BATTERY; ETC	01-11-62-6223		177.30 177.30 *
						INVOICE TOTAL:	
						CHECK TOTAL:	177.30
129568	SIM3406 25314;25390	M E SIMPSON CO., INC 03/31/14	01	2014 LEAK DETECT-LOCATE SURVEY	50-00-32-3200		8,865.00 8,865.00 *
						INVOICE TOTAL:	
						CHECK TOTAL:	8,865.00
129569	STA3331 9513310	STATE FIRE MARSHAL 04/07/14	01	AIR TANK INSPECTION/DPW	01-10-62-6220		70.00 70.00 *
						INVOICE TOTAL:	
						CHECK TOTAL:	70.00
						*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***	
129570	STA6520 91561	STANDARD EQUIPMENT COMPANY 04/11/14	01 02	ACTUATOR/#13 ACTUATOR/#13	01-11-62-6220 80-00-62-6220		468.09 468.09 936.18 *
						INVOICE TOTAL:	
						CHECK TOTAL:	936.18
129571	STA8368 8029550968	STAPLES ADVANTAGE 04/19/14	01	DECANTER	01-07-61-6100		18.39 18.39 *
						INVOICE TOTAL:	
						CHECK TOTAL:	18.39
						CHECK TOTAL:	222.38

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DATE: 05/08/14  
 TIME: 09:11:38  
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VILLAGE OF LA GRANGE  
 PRE-CHECK RUN EDIT

INVOICES DUE ON/BEFORE 05/12/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
129571	STA8368	STAPLES ADVANTAGE						
	8029629328	04/26/14	02	MISC OFFICE SUPPLIES	01-03-61-6100		111.19	
			03	MISC OFFICE SUPPLIES	01-06-61-6100		111.18	
						INVOICE TOTAL:	444.75 *	
						CHECK TOTAL:	463.14	
129572	SUB4140	SUBURBAN LABORATORIES INC						
	111495	04/15/14	01	7 COLIFORM H2O SAMPLES	50-00-68-6899		88.50	
						INVOICE TOTAL:	88.50 *	
	111908	04/30/14	01	8 COLIFORM WATER SAMPLES	50-00-68-6899		84.00	
						INVOICE TOTAL:	84.00 *	
						CHECK TOTAL:	172.50	
129573	TAM7500	TAMELING INDUSTRIES						
	92644	04/10/14	01	31 YDS TOP SOIL	01-11-62-6259		868.00	
						INVOICE TOTAL:	868.00 *	
	92805	04/17/14	01	20 YDS TOPSOIL	01-11-62-6259		560.00	
						INVOICE TOTAL:	560.00 *	
						CHECK TOTAL:	1,428.00	
129574	THI4170	DAN THIESSE						
	140417	04/17/14	01	11 PLUMBING INSPECTIONS	01-06-62-6229		390.50	
						INVOICE TOTAL:	390.50 *	
						CHECK TOTAL:	390.50	
129575	THI4200	THIRD MILLENNIUM ASOC., INC						

DATE: 05/08/14  
 TIME: 09:11:38  
 ID: AP211001.WOW

VILLAGE OF LA GRANGE  
 PRE-CHECK RUN EDIT

INVOICES DUE ON/BEFORE 05/12/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
129575	THI4200	THIRD MILLENNIUM ASOC., INC						
	16892	04/30/14	01	APR PRINT/MAIL WATER BILLS	50-00-32-3200		863.83	
						INVOICE TOTAL:	863.83 *	
						CHECK TOTAL:	863.83	
129576	TRA2155	TRANSACTION WAREHOUSE, INC						
	2014-1123	05/01/14	01	APR I-WEB TRANSACTION FEES	50-00-58-5899		70.00	
						INVOICE TOTAL:	70.00 *	
						CHECK TOTAL:	70.00	
129577	TRA31	TRAFFIC CONTROL PROTECTION INC						
	79702	04/04/14	01	8 NO PARKING SIGNS/DECK	51-00-62-6280		117.85	
						INVOICE TOTAL:	117.85 *	
						CHECK TOTAL:	117.85	
129578	TYC3719	TYCO INTEGRATED SECURITY						
	21604807	04/05/14	01	QTRLY BILLING/ALARM SYSTEMS	01-10-62-6220		375.14	
						INVOICE TOTAL:	375.14 *	
						CHECK TOTAL:	375.14	
129579	USPS	UNITED STATES POSTAL SERVICE						
	140507	05/07/14	01	REIMBURSE POSTAGE METER	01-02-61-6101		553.63	
			02	REIMBURSE POSTAGE METER	01-03-61-6101		2,139.54	
			03	REIMBURSE POSTAGE METER	01-06-61-6101		215.92	
			04	REIMBURSE POSTAGE METER	01-07-61-6101		624.45	
			05	REIMBURSE POSTAGE METER	01-09-61-6101		58.76	
			06	REIMBURSE POSTAGE METER	01-11-61-6101		120.28	

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INVOICES DUE ON/BEFORE 05/12/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
129579	USPS	UNITED STATES POSTAL SERVICE					
	140507	05/07/14	07	REIMBURSE POSTAGE METER	50-00-61-6101		224.54
			08	REIMBURSE POSTAGE METER	51-00-61-6101		362.88
						INVOICE TOTAL:	4,300.00 *
						CHECK TOTAL:	4,300.00
	*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***						
129580	VER2550	VERIZON WIRELESS					
	9723732439	04/18/14	01	CHIEFS CAR	24-00-62-6210		38.01
						INVOICE TOTAL:	38.01 *
						CHECK TOTAL:	38.01
129581	WARDLAW	ROBERT WARDLAW					
	140430	04/30/14	01	REIMBURSE PARKING FEE/TRAINING	01-07-60-6020		29.00
						INVOICE TOTAL:	29.00 *
						CHECK TOTAL:	29.00
	*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***						
129582	WAT50	WATER PRODUCTS					
	0248031	04/24/14	01	FIREMAN BOOTS/HP	01-11-60-6021		199.00
						INVOICE TOTAL:	199.00 *
						CHECK TOTAL:	199.00
129583	WHO5620	WHOLESALE DIRECT INC					
	207049	04/25/14	01	MTG BRACKET ASSY;SIGN;CASERS	01-11-62-6220		58.86
						INVOICE TOTAL:	58.86 *
						CHECK TOTAL:	58.86

INVOICES DUE ON/BEFORE 05/12/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
129584	ZEE7814	ZEE MEDICAL INC					
	59789	04/29/14	01	10 NTRL GLOVES	01-11-60-6021		81.95
						INVOICE TOTAL:	81.95 *
						CHECK TOTAL:	81.95
						TOTAL AMOUNT PAID:	383,930.71

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DATE: 05/08/14  
TIME: 09:12:14  
ID: AP213000.WOW

VILLAGE OF LA GRANGE  
DISTRIBUTION JOURNAL # AP-05081401

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JOURNAL DATE: 05/08/14

ACCOUNTING PERIOD: 01

ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
GENERAL FUND							
01	01-00-32-3200	ACCOUNTS PAYABLE	AND3323	133025	APR COLLECT/6.5% OF \$17,747.	1,153.58	
02	01-00-32-3200	ACCOUNTS PAYABLE	CIV317	147137	ANNUAL FEE FOR WEBSITE	7,164.06	
03	01-00-32-3200	ACCOUNTS PAYABLE	COR2800	42014	APR BROKERAGE/CONSULT FEE	43.27	
04	01-00-32-3200	ACCOUNTS PAYABLE	COR2800	42014	APR BROKERAGE/CONSULT FEE	125.73	
05	01-00-32-3200	ACCOUNTS PAYABLE	COR2800	42014	APR BROKERAGE/CONSULT FEE	149.41	
06	01-00-32-3200	ACCOUNTS PAYABLE	COR2800	42014	APR BROKERAGE/CONSULT FEE	791.75	
07	01-00-32-3200	ACCOUNTS PAYABLE	COR2800	42014	APR BROKERAGE/CONSULT FEE	550.27	
08	01-00-32-3200	ACCOUNTS PAYABLE	COR2800	42014	APR BROKERAGE/CONSULT FEE	255.54	
09	01-00-32-3200	ACCOUNTS PAYABLE	COR2800	42014	APR BROKERAGE/CONSULT FEE	702.75	
10	01-00-32-3200	ACCOUNTS PAYABLE	HEU2315	14-019	PLAN REV0901 COUNTRY CLUB	1,184.47	
11	01-00-32-3200	ACCOUNTS PAYABLE	HOL8640	3033248	MAR LGL:RETAINER	5,090.28	
12	01-00-32-3200	ACCOUNTS PAYABLE	HOL8640	3033249	MAR LGL:ZONING	1,071.00	
13	01-00-32-3200	ACCOUNTS PAYABLE	HOL8640	3033249	MAR LGL:RETAINER	3,270.00	
14	01-00-32-3200	ACCOUNTS PAYABLE	HOL8640	3033249	MAR LGL:SPECIAL COUNSEL	982.50	
15	01-00-32-3200	ACCOUNTS PAYABLE	HOL8640	3033250	MAR LGL:SPECIAL COUNSEL	5,909.14	
16	01-00-32-3200	ACCOUNTS PAYABLE	IRMA	13217	CLAIMS/POLICE	4,076.13	
17	01-00-32-3200	ACCOUNTS PAYABLE	IRMA	13217	CLAIMS/DPW	3,323.88	
18	01-00-32-3200	ACCOUNTS PAYABLE	MOH7340	172968	1713 GALS GAS	6,104.63	
19	01-00-32-3200	ACCOUNTS PAYABLE	MOH7340	172969	700 GALS ULS DIESEL	2,477.23	
20	01-00-32-3200	ACCOUNTS PAYABLE	PIP31	148294	BRUSH GRINDINGS	2,370.00	
21	01-02-61-6100	TOOLS & SUPPLIES	FIR/ADM	140429	PHONE MESSAGE PADS/VM	34.18	
22	01-02-61-6100	TOOLS & SUPPLIES	STA8368	8029629328	MISC OFFICE SUPPLIES	222.38	
23	01-02-61-6101	PRINTING, POSTAGE, & STATIONERY	USPS	140507	REIMBURSE POSTAGE METER	553.63	
24	01-02-62-6210	TELEPHONE FEES	ATT	14/708Z45008704	APR ALARM LINE Z450087/ADM	110.13	
25	01-02-62-6210	TELEPHONE FEES	ATT	14/708Z45027004	APR ALARM LINE Z450270/CLK A	220.27	
26	01-02-62-6210	TELEPHONE FEES	ATT5017	140419	APR LONG DISTANCE CHARGES	14.61	
27	01-02-62-6220	MTCE-EQUIPMENT	CAN1500	4012771359	MAY COPIER MAINTENANCE	81.08	
28	01-03-61-6100	TOOLS & SUPPLIES	STA8368	8029629328	MISC OFFICE SUPPLIES	111.19	
29	01-03-61-6101	PRINTING, POSTAGE, & STATIONERY	USPS	140507	REIMBURSE POSTAGE METER	2,139.54	
30	01-03-62-6210	TELEPHONE FEES	ATT	14/708Z45008704	APR ALARM LINE Z450087/FIN	110.13	
31	01-03-62-6210	TELEPHONE FEES	ATT5017	140419	APR LONG DISTANCE CHARGES	15.04	
32	01-03-62-6220	MTCE-EQUIPMENT	CAN1500	4012771359	MAY COPIER MAINTENANCE	40.54	
33	01-04-62-6239	LEGAL-PT (CONSULTANT)	HOL8640	2014-1ST	VLG ATTY BONUS/1ST QTR 2014	639.72	
34	01-06-61-6100	TOOL & SUPPLIES	STA8368	8029629328	MISC OFFICE SUPPLIES	111.18	
35	01-06-61-6101	PRINTING, POSTAGE, & STATIONERY	USPS	140507	REIMBURSE POSTAGE METER	215.92	
36	01-06-62-6210	TELEPHONE FEES	ATT	14/708Z45027004	APR ALARM LINE Z450270/COM D	220.27	
37	01-06-62-6210	TELEPHONE FEES	ATT5017	140419	APR LONG DISTANCE CHARGES	5.33	
38	01-06-62-6220	MTCE-EQUIPMENT	CAN1500	4012771359	MAY COPIER MAINTENANCE	40.53	

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GENERAL FUND							
39	01-06-62-6220	MTCE-EQUIPMENT	CAN1500	4012771359	APR COLOR COPY OVERAGE	172.93	
40	01-06-62-6229	CONTRACTUAL PLUMBING INSP	THI4170	140417	11 PLUMBING INSPECTIONS	390.50	
41	01-07-60-6020	TRAINING & MEMBERSHIP	WARDLAW	140430	REIMBURSE PARKING FEE/TRAINI	29.00	
42	01-07-60-6021	UNIFORMS	LAN217	3880085	MATERNITY SHIRT/MESICH	18.94	
43	01-07-60-6021	UNIFORMS	LAN217	4128417	2 POLO SHIRTS/SEYMOUR	91.85	
44	01-07-60-6021	UNIFORMS	OHE1070	1422892	MAGAZINE;HANDCUFFS/GILL	31.44	
45	01-07-60-6021	UNIFORMS	OHE1070	1422893	MAGAZINE/PACANA	29.95	
46	01-07-60-6021	UNIFORMS	OHE1070	1422894	HOLSTER/BERG	39.99	
47	01-07-60-6021	UNIFORMS	OHE1070	1422994	HANDCUFFS/COMSTOCK	41.70	
48	01-07-61-6100	TOOLS & SUPPLIES	SCH6764	2817533	5 BOXES NITRILE GLOVES	87.61	
49	01-07-61-6100	TOOLS & SUPPLIES	STA8368	8029550968	DECANTER	18.39	
50	01-07-61-6101	PRINTING, POSTAGE, & STATIONERY	USPS	140507	REIMBURSE POSTAGE METER	624.45	
51	01-07-62-6210	TELEPHONE FEES	ATT	14/708352193304	APR MODEM LINE 352-1933/PD	50.52	
52	01-07-62-6210	TELEPHONE FEES	ATT	14/708352213104	APR EMERGENCY LINE 352-2131/	191.33	
53	01-07-62-6210	TELEPHONE FEES	ATT5017	140419	APR LONG DISTANCE CHARGES	37.00	
54	01-07-62-6210	TELEPHONE FEES	ILP7722	5520	MAY	53.00	
55	01-07-62-6220	MTCE-EQUIPMENT	FIR4037	218928	NEW TIRE FOR NEW SQUAD	269.49	
56	01-09-60-6020	TRAINING & MEMBERSHIP	IAFC	140506	ANNUAL IAFC DUES:#95583	209.00	
57	01-09-60-6020	TRAINING & MEMBERSHIP	IFSP	140501	MEMBER APPL/KERRI SIRGEDAS	45.00	
58	01-09-61-6100	TOOLS & SUPPLIES	FIR/FD	140502	DECK SCREWS FROM HOME DEPOT	9.37	
59	01-09-61-6100	TOOLS & SUPPLIES	OFF8804	710458425001	MISC OFFICE SUPPLIES	285.98	
60	01-09-61-6101	PRINTING, POSTAGE, & STATIONERY	USPS	140507	REIMBURSE POSTAGE METER	58.76	
61	01-09-62-6210	TELEPHONE FEES	ATT	14/708352212104	APR EMERGENCY LINE 352-2121/	134.35	
62	01-09-62-6210	TELEPHONE FEES	ATT5017	140419	APR LONG DISTANCE CHARGES	17.26	
63	01-09-62-6220	MTCE-EQUIPMENT	DMJ603	1939	OIL;FILTER CHNG;ETC/CO1115	586.80	
64	01-09-62-6220	MTCE-EQUIPMENT	DMJ603	1943	PREVENTATIVE MTC/#1183	52.74	
65	01-09-62-6220	MTCE-EQUIPMENT	DMJ603	1946	PREVENTATIVE MTC/#1114	49.24	
66	01-09-62-6220	MTCE-EQUIPMENT	DMJ603	1947	PREVENTATIVE MTC/#1182	326.74	
67	01-09-62-6220	MTCE-EQUIPMENT	FOS700	8664	REPL RUB RAIL;REFLECTOR TAPE	154.20	
68	01-09-62-6253	EMERGENCY MED. SUPPLIES	BIO1733	34250	ANNUAL ZOLL MONITOR SVC CONT	2,300.00	
69	01-10-61-6100	TOOLS & SUPPLIES	CAS7911	055622	TP;KIT. TOWELS;GLASS CLEANER	516.85	
70	01-10-61-6100	TOOLS & SUPPLIES	CAS7911	055675	8 WASTE BASKETS/VH	70.00	
71	01-10-61-6100	TOOLS & SUPPLIES	CAS7911	055731	CHAIR MAT/VH	54.40	
72	01-10-62-6212	WATER FEES	LG	140429BG	20284000:53 S LG RD/WTR	21.62	
73	01-10-62-6212	WATER FEES	LG	140429BG	21477500:320 EAST AVE/WTR	9.65	
74	01-10-62-6212	WATER FEES	LG	140429BG	21478000:320 EAST AVE/WTR	70.32	
75	01-10-62-6212	WATER FEES	LG	140429BG	21478200:320 EAST AVE/WTR	9.65	
76	01-10-62-6212	WATER FEES	LG	140429BG	30495000:300 W BURLINGTON/WT	99.98	

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GENERAL FUND							
77	01-10-62-6220	MTCE-EQUIPMENT	EPC2419	12298475	1 PK RESPIRATOR MASKS	5.09	
78	01-10-62-6220	MTCE-EQUIPMENT	GRA8015	9363613416	HEATER FOR SHOP OFFICE	363.87	
79	01-10-62-6220	MTCE-EQUIPMENT	HOR60	166248	9V BATTERIES/VH SOUND SYST	11.99	
80	01-10-62-6220	MTCE-EQUIPMENT	HOU147	257184	INST 2 LOWER SECTS/GEN SVC/D	461.10	
81	01-10-62-6220	MTCE-EQUIPMENT	ILF702	189722	EXTINGUISHER MTC/VH	105.25	
82	01-10-62-6220	MTCE-EQUIPMENT	ILF702	189723	EXTINGUISHER MTC/DPW	446.50	
83	01-10-62-6220	MTCE-EQUIPMENT	STA3331	9513310	AIR TANK INSPECTION/DPW	70.00	
84	01-10-62-6220	MTCE-EQUIPMENT	TYC3719	21604807	QTRLY BILLING/ALARM SYSTEMS	375.14	
85	01-10-62-6221	MTCE-BUILDING	ALL897	13003	MAY CUSTODIAL SERVICE:PD	1,475.26	
86	01-10-62-6221	MTCE-BUILDING	ALL897	13007	MAY CUSTODIAL SERVICE:DPW	395.00	
87	01-10-62-6221	MTCE-BUILDING	ALL897	13009	MAY CUSTODIAL SERVICE:VH	1,644.69	
88	01-10-62-6221	MTCE-BUILDING	ARA2525	2078521987	MATS	34.73	
89	01-10-62-6221	MTCE-BUILDING	ILF702	189600	EXTINGUISHER MTC/DPW-TRUCKS	426.16	
90	01-10-62-6221	MTCE-BUILDING	ILF702	189601	EXTINGUISHER MTC/VH	433.81	
91	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	HOM1831	4052017	POLY SHEETING;RAINSUIT;ETC	133.80	
92	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	HOR60	166233	2" POWER BITS/FOUNTAIN	4.79	
93	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	NAT188	144033	SPRING FERTILIZER/VILLAGE HA	94.46	
94	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	PE4016	31755	WINDOW CLEANING/BUS DEPOTS	40.00	
95	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	PE4016	31801	WINDOW CLEANING/BUS DEPOTS	40.00	
96	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	PE4016	31858	WINDOW CLEANING/BUS DEPOTS	40.00	
97	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	PE4016	31919	WINDOW CLEANING/BUS DEPOTS	40.00	
98	01-10-62-6225	MTCE. LA GRANGE RD DEPOT	HOU147	257265	REPL PHOTO EYES/FD AMB BAY	383.10	
99	01-11-60-6010	INSURANCE-HOSPITALIZATION	MIDI	4205	PHYS & SCREENING EXAM/SUMMER	980.00	
100	01-11-60-6020	TRAINING & MEMBERSHIP	FIR/DPW	7000812493	AWWA ANNUAL CONFERENCE	20.00	
101	01-11-60-6020	TRAINING & MEMBERSHIP	ISAWWA	200011491	ACE CONFERENCE IL SECTION	20.00	
102	01-11-60-6021	UNIFORMS	ARA2525	2078522121	4/25/14 UNIFORM SERVICE	131.32	
103	01-11-60-6021	UNIFORMS	ARA2525	2078531477	5/2/14 UNIFORM SERVICE	57.68	
104	01-11-60-6021	UNIFORMS	LEZON	140428	REIMBURSE FOR STEEL TOED BOO	137.66	
105	01-11-60-6021	UNIFORMS	MCM7690	82727631	SAFETY GLASSES CLEANING WIPE	40.17	
106	01-11-60-6021	UNIFORMS	MILOVANO	140505	REIMBURSE FOR WORK BOOTS	91.58	
107	01-11-60-6021	UNIFORMS	MURRAYM	140502	REIMBURSE FOR WORK BOOTS	150.00	
108	01-11-60-6021	UNIFORMS	WAT50	0248031	FIREMAN BOOTS/HP	199.00	
109	01-11-60-6021	UNIFORMS	ZEE7814	59789	10 NTRL GLOVES	81.95	
110	01-11-61-6101	PRINTING, POSTAGE, & STATIONE	USPS	140507	REIMBURSE POSTAGE METER	120.28	
111	01-11-62-6210	TELEPHONE FEES	ATT	14/708Z45003704	APR ALARM LINE 708-Z45-0037	110.13	
112	01-11-62-6210	TELEPHONE FEES	ATT5017	140419	APR LONG DISTANCE CHARGES	4.76	
113	01-11-62-6211	ELECTRIC FEES	COM784	127075147-14/04	APR STREET LIGHTS	52.32	
114	01-11-62-6211	ELECTRIC FEES	COM784	1331084024-14/0	APR STREET LIGHTS	23.40	

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GENERAL FUND							
115	01-11-62-6211	ELECTRIC FEES	COM784	435147121-14/04	APR STREET LIGHTS	2,212.43	
116	01-11-62-6211	ELECTRIC FEES	COM784	9692396007-14/0	APR STREET LIGHTS	39.43	
117	01-11-62-6211	ELECTRIC FEES	CON1421	14624291	APR STREET LIGHTS	695.08	
118	01-11-62-6211	ELECTRIC FEES	CON1421	14624312	APR STREET LGIHTS	214.87	
119	01-11-62-6211	ELECTRIC FEES	CON1421	14624596	APR STREET LIGHTS	16.67	
120	01-11-62-6211	ELECTRIC FEES	CON1421	14652871	APR STREET LIGHTS	80.31	
121	01-11-62-6211	ELECTRIC FEES	CON1421	14652913	APR STREET LIGHTS	328.32	
122	01-11-62-6220	MTCE-EQUIPMENT	AIR8025	9026618787	I CYL O2 INDUSTRIAL/SHOP	47.79	
123	01-11-62-6220	MTCE-EQUIPMENT	AIR8025	9917737857	ACETYLENE;AIR;ARGON;O2/SHOP	87.16	
124	01-11-62-6220	MTCE-EQUIPMENT	AM8623	439065	UNDERCOAT/#8 FUEL TANK	26.98	
125	01-11-62-6220	MTCE-EQUIPMENT	AM8623	440376	UNDERCOAT/#6 OILPAN	26.98	
126	01-11-62-6220	MTCE-EQUIPMENT	AM8623	440532	WIPER BLADES/#13	10.39	
127	01-11-62-6220	MTCE-EQUIPMENT	AM8623	440594	OIL FILTERS/#6;14;5	94.86	
128	01-11-62-6220	MTCE-EQUIPMENT	AM8623	441026	NON-DETER OIL/LAWN MOWERS	36.48	
129	01-11-62-6220	MTCE-EQUIPMENT	AM8623	441688	SPARK PLUG/STRING TRIMMER	16.12	
130	01-11-62-6220	MTCE-EQUIPMENT	AM8623	441747	CONNECTOR;4W FLASHER/TRAILER	15.48	
131	01-11-62-6220	MTCE-EQUIPMENT	AM8623	442985	FUEL & OIL FILTERS;OIL/ROLLE	53.49	
132	01-11-62-6220	MTCE-EQUIPMENT	AM8623	443064	SPARK PLUG/PLATE COMPACTER	4.24	
133	01-11-62-6220	MTCE-EQUIPMENT	AM8623	443785	SPARK PLUG/TRAILER PUMP	8.48	
134	01-11-62-6220	MTCE-EQUIPMENT	AM8623	443849	BATTERY/#21	205.20	
135	01-11-62-6220	MTCE-EQUIPMENT	AM8623	443863	RING TERM;LINK WIRE ETC/#21	25.78	
136	01-11-62-6220	MTCE-EQUIPMENT	COU11	060251	SAFETY INSPECTION/#5	35.00	
137	01-11-62-6220	MTCE-EQUIPMENT	COU11	60341	SAFETY INSPECTION/#16	35.00	
138	01-11-62-6220	MTCE-EQUIPMENT	HEA6201	7736	2 LOADS WOOD WASTE	353.76	
139	01-11-62-6220	MTCE-EQUIPMENT	HOM1831	1022770	SPRAY PAINT/#8	21.08	
140	01-11-62-6220	MTCE-EQUIPMENT	HOM1831	1051455	HEAT GUN;STAIN;BRUSH/TRAILER	44.85	
141	01-11-62-6220	MTCE-EQUIPMENT	HOM1831	5580721	PRIMER;BLK PAINT/TRAILER	36.89	
142	01-11-62-6220	MTCE-EQUIPMENT	KEE44	618761	TIRE TUBE/EDGER	5.04	
143	01-11-62-6220	MTCE-EQUIPMENT	MET9012	313461	SHEET METAL/NEW TRAILER	77.71	
144	01-11-62-6220	MTCE-EQUIPMENT	POM1630	470015981	TIRES;RIMS/SKIDSTEER	511.76	
145	01-11-62-6220	MTCE-EQUIPMENT	POM1630	470016141	USED RIM	67.00	
146	01-11-62-6220	MTCE-EQUIPMENT	RUS2379	10220992	OIL PAN KIT#6	892.45	
147	01-11-62-6220	MTCE-EQUIPMENT	RUS2379	10224903	BATTERY CABLES/#21	152.92	
148	01-11-62-6220	MTCE-EQUIPMENT	RUS6510	1962948	SEAL RING;TANK OIL/JUMPING J	88.54	
149	01-11-62-6220	MTCE-EQUIPMENT	SAF3820	63380532	PARTS WASHER SOLVENT/SHOP	235.18	
150	01-11-62-6220	MTCE-EQUIPMENT	STA6520	91561	ACTUATOR/#13	468.09	
151	01-11-62-6220	MTCE-EQUIPMENT	WHO5620	207049	MTG BRACKET ASSY;SIGN;CASERS	58.86	
152	01-11-62-6223	MTCE-STREET LIGHTS	GRA1243	971958033	CONTRACTOR RELAY COIL/SL	376.20	

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<b>GENERAL FUND</b>							
153	01-11-62-6223	MTCE-STREET LIGHTS	JAC6642	58327	INVERTA CAP MARKING PAINT/SL	62.64	
154	01-11-62-6223	MTCE-STREET LIGHTS	JUL2800	0899-2	UTILITY LOCATES/SHARE	162.51	
155	01-11-62-6223	MTCE-STREET LIGHTS	SCO283	156013	BATTERY; ETC	177.30	
156	01-11-62-6259	TREE REMOVAL/MISC	SCH1080	840996	10 YDS TOP SOIL	237.80	
157	01-11-62-6259	TREE REMOVAL/MISC	SCH1080	841045	11 YDS TOP SOIL	261.58	
158	01-11-62-6259	TREE REMOVAL/MISC	SCH1080	841069	11 YDS TOP SOIL	261.58	
159	01-11-62-6259	TREE REMOVAL/MISC	TAM7500	92644	31 YDS TOP SOIL	868.00	
160	01-11-62-6259	TREE REMOVAL/MISC	TAM7500	92805	20 YDS TOPSOIL	560.00	
161	01-00-00-1010	CASH-FNBLG-CHECKING			ACCOUNTS PAYABLE OFFSET		78,621.56
<b>ETSB FUND</b>							
162	24-00-62-6210	TELEPHONE	AME5749	U11587340E	MAY PAGECOPY SVC	87.86	
163	24-00-62-6210	TELEPHONE	ATT911	14/773R06237204	APR E911 WIRELESS:773/RO6-23	102.28	
164	24-00-62-6210	TELEPHONE	VER2550	9723732439	CHIEFS CAR	38.01	
165	24-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		228.15
<b>CAPITAL PROJECTS FUND</b>							
166	40-00-32-3200	ACCOUNTS PAYABLE	BAX783	0173639	COSSITT AV RECONSTRUCTION DE	4,785.69	
167	40-00-32-3200	ACCOUNTS PAYABLE	BAX783	0173640	MAPLE AV RELIEF SEWER PROJEC	1,746.24	
168	40-00-32-3200	ACCOUNTS PAYABLE	BAX783	0173642	OARS IMPLEMENTATION STRATEGY	1,525.16	
169	40-00-66-6692	MAPLE AVE RELIEF SEWER (MARS	RUS301	3886729596	REIMBURSE SPRINKLER REPAIRS	595.00	
170	40-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		8,652.09
<b>WATER FUND</b>							
171	50-00-32-3200	ACCOUNTS PAYABLE	AIS6428	26107R	CAMERA SYSTEM EQUIPMENT	2,068.82	
172	50-00-32-3200	ACCOUNTS PAYABLE	BAX783	0173641	EAST AV PUMP STN REHAB DESIG	7,557.62	
173	50-00-32-3200	ACCOUNTS PAYABLE	BEA11	1689	REPAIR MODEM;POWER:ELEV TANK	2,955.64	
174	50-00-32-3200	ACCOUNTS PAYABLE	COR2800	42014	APR BROKERAGE/CONSULT FEE	294.74	
175	50-00-32-3200	ACCOUNTS PAYABLE	DON821	27047-2	THAW WATER LINE:405 BLUFF	2,373.56	
176	50-00-32-3200	ACCOUNTS PAYABLE	HDS9103	271579	OMNI 3" METER;FLANGE;ETC	1,849.67	
177	50-00-32-3200	ACCOUNTS PAYABLE	HDS9103	315925	METER FLANGE KIT W/GASKET ET	1,252.00	
178	50-00-32-3200	ACCOUNTS PAYABLE	HDS9103	318668	6 5/8 IPERLS;4 1" IPERLS	1,390.00	
179	50-00-32-3200	ACCOUNTS PAYABLE	HDS9103	C292016	6 FIRE HYDRANT VALVES & ACCE	17,679.00	
180	50-00-32-3200	ACCOUNTS PAYABLE	MCC	38-14/04	APRIL WATER PURCHASE	181,612.80	
181	50-00-32-3200	ACCOUNTS PAYABLE	SIM3406	25314;25390	2014 LEAK DETECT-LOCATE SURV	8,865.00	

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<b>WATER FUND</b>							
182	50-00-32-3200	ACCOUNTS PAYABLE	THI4200	16892	APR PRINT/MAIL WATER BILLS	863.83	
183	50-00-52-5200	WATER SALES	RAY409	140425	REFUND WATER BILL #20112000	7.39	
184	50-00-58-5899	MISCELLANEOUS REVENUE - WATE	TRA2155	2014-1123	APR I-WEB TRANSACTION FEES	70.00	
185	50-00-60-6021	UNIFORMS	ARA2525	2078522121	4/25/14 UNIFORM SERVICE	40.80	
186	50-00-60-6021	UNIFORMS	ARA2525	2078531477	5/2/14 UNIFORM SERVICE	40.80	
187	50-00-61-6100	TOOLS & SUPPLIES	HOR60	166184	SAWZALL BLADES/LT METER	34.38	
188	50-00-61-6100	TOOLS & SUPPLIES	JAC6642	58257	RENT 4" PIPE CUTTER	73.59	
189	50-00-61-6101	PRINTING, POSTAGE, & STATIONE	USPS	140507	REIMBURSE POSTAGE METER	224.54	
190	50-00-62-6210	TELEPHONE	ATT	14/708Z14012404	APR TELEMTRY LINE Z140124/W	96.52	
191	50-00-62-6210	TELEPHONE	ATT	14/708Z45520204	APR ALARM LINE Z455202/WTR	440.54	
192	50-00-62-6210	TELEPHONE	ATT5017	140419	APR LONG DISTANCE CHARGES	9.53	
193	50-00-62-6211	ELECTRIC FEES	COM784	1755047012-14/0	APR PUMPING	79.82	
194	50-00-62-6211	ELECTRIC FEES	CON1421	14685854	APR PUMPING	2,730.27	
195	50-00-62-6211	ELECTRIC FEES	CON1421	14689055	APR PUMPING	224.44	
196	50-00-62-6220	MAINTENANCE - WATER	AM8623	441867	OIL-AIR FILTERS;OIL;ETC/#74	74.29	
197	50-00-62-6220	MAINTENANCE - WATER	AM8623	441988	BATTERY;BATTERY CABLES/#74	113.50	
198	50-00-62-6220	MAINTENANCE - WATER	CAT6298	5905717	HOSES/#74	114.31	
199	50-00-62-6220	MAINTENANCE - WATER	CAT6298	5908581	HOSE;VALVE COUPLING/#74	52.26	
200	50-00-62-6220	MAINTENANCE - WATER	COU11	60351	SAFETY INSPECTION/#64	35.00	
201	50-00-62-6220	MAINTENANCE - WATER	HAN1562	5411876	1 LOAD CA7/MAIN REPAIR	132.17	
202	50-00-62-6220	MAINTENANCE - WATER	HAN1562	5412758	1 LOAD CA7/MAIN	146.18	
203	50-00-62-6220	MAINTENANCE - WATER	HAN1562	5413018	2 LOADS CA7/MAIN	274.85	
204	50-00-62-6220	MAINTENANCE - WATER	HAR8641	50912	2-SCH80 1 UNIONS/PUMP STN	41.32	
205	50-00-62-6220	MAINTENANCE - WATER	HAR8641	51251	SCH80 UNIONS/PUMP STN	41.32	
206	50-00-62-6220	MAINTENANCE - WATER	HAR8641	51267	SPIGOT;CPLGS;TEES/PUMP STN	10.06	
207	50-00-62-6220	MAINTENANCE - WATER	HDS9103	264490	2 HYMAX CPLRS/WATER	486.24	
208	50-00-62-6220	MAINTENANCE - WATER	HOR60	166081	SAWZALL BLADES/#74	29.58	
209	50-00-62-6220	MAINTENANCE - WATER	HOR60	166083	WD40/#74	14.37	
210	50-00-62-6220	MAINTENANCE - WATER	HOR60	166309	8" CABLE TIES/#66	7.99	
211	50-00-62-6220	MAINTENANCE - WATER	ILL6642	2344902	3/4 PVC UNION/PUMP STN	24.36	
212	50-00-62-6220	MAINTENANCE - WATER	JUL2800	0899-2	UTILITY LOCATES/SHARE	162.51	
213	50-00-62-6220	MAINTENANCE - WATER	PRAS185	885516582	4 YDS CONCRETE	686.70	
214	50-00-62-6220	MAINTENANCE - WATER	REL2250	153162	4 LOADS DIRT/CLAY DUMPING	348.00	
215	50-00-62-6220	MAINTENANCE - WATER	REL2250	153267	7 LOADS DIRT/CLAY DUMPING	609.00	
216	50-00-62-6230	PROFESSIONAL SERVICES	AUT1528	3021	CHECK ERATIC FLOW AT PUMP ST	396.80	
217	50-00-66-6692	METERS	HDS9103	307132	1.5" OMNI METER;FLANGE KIT	531.00	
218	50-00-67-6701	INTEREST EXPENSE	AMA1	4955/2014	GO ALT REVENUE BONDS/INTERES	22,115.00	
219	50-00-68-6899	MISCELLANEOUS EXPENSES	SUB4140	111495	7 COLIFORM H2O SAMPLES	88.50	

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ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
<b>WATER FUND</b>							
220	50-00-68-6899	MISCELLANEOUSE EXPENSES	SUB4140	111908	8 COLIFORM WATER SAMPLES	84.00	
221	50-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		259,454.61
<b>PARKING FUND</b>							
222	51-00-32-3200	ACCOUNTS PAYABLE	COR2800	42014	APR BROKERAGE/CONSULT FEE	55.11	
223	51-00-61-6101	PRINTING, POSTAGE, & STATIONE	USPS	140507	REIMBURSE POSTAGE METER	362.88	
224	51-00-62-6211	ELECTRIC FEES	COM784	127075147-14/04	APR PARKING LOT LIGHTS	19.35	
225	51-00-62-6211	ELECTRIC FEES	COM784	1331084024-14/0	APR PARKING LOT LIGHTS	8.65	
226	51-00-62-6211	ELECTRIC FEES	COM784	435147121-14/04	APR PARKING LOT LIGHTS	818.29	
227	51-00-62-6211	ELECTRIC FEES	COM784	9692396007-14/0	APR PARKING LOT LIGHTS	14.59	
228	51-00-62-6211	ELECTRIC FEES	CON1421	14624291	APR PARKING LOT LIGHTS	257.09	
229	51-00-62-6211	ELECTRIC FEES	CON1421	14624312	APR PARKING LOT LIGHTS	79.47	
230	51-00-62-6211	ELECTRIC FEES	CON1421	14624596	APR PARKING LOT LIGHTS	6.16	
231	51-00-62-6211	ELECTRIC FEES	CON1421	14652871	APR PARKING LOT LIGHTS	29.70	
232	51-00-62-6211	ELECTRIC FEES	CON1421	14652913	APR PARKING LOT LIGHTS	121.44	
233	51-00-62-6220	MTCE-EQUIPMENT	FIR4037	218989	2 NEW TIRES/#516	264.44	
234	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	ARA2525	2078522121	FLOOR MATS/TRAIN STATION	11.00	
235	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	ARA2525	2078531477	FLOOR MATS/TRAIN STATION	11.00	
236	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	HOM1831	3011395	DRAIN PIPE;GRN GRATE/STONE S	7.79	
237	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	ILF702	189603	EXTINGUISHER MTC/TRAIN STN	79.68	
238	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	LG	140429MS	21000500:METRA STN WTR SVC	9.84	
239	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	PE4016	31754	WINDOW CLEANING/TRAIN STN	129.00	
240	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	PE4016	31800	WINDOW CLEANING/TRAIN STN	74.00	
241	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	PE4016	31857	WINDOW CLEANING/TRAIN STN	129.00	
242	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	PE4016	31918	WINDOW CLEANING/TRAIN STN	74.00	
243	51-00-62-6280	MTCE. PARKING GARAGE	ALL897	13002	MAY CUSTODIAL SERVICE:DECK	325.00	
244	51-00-62-6280	MTCE. PARKING GARAGE	ARA2525	2078522121	FLOOR MATS/PARKING DECK	5.50	
245	51-00-62-6280	MTCE. PARKING GARAGE	ARA2525	2078531477	FLOOR MATS/PARKING DECK	5.50	
246	51-00-62-6280	MTCE. PARKING GARAGE	COM3001	140424	MAY PARKING DECK MODEM	94.85	
247	51-00-62-6280	MTCE. PARKING GARAGE	ILF702	189602	EXTINGUISHER MTC/PARKING DEC	54.78	
248	51-00-62-6280	MTCE. PARKING GARAGE	PE4016	31856	WINDOW CLEANING/PARKING DECK	179.00	
249	51-00-62-6280	MTCE. PARKING GARAGE	TRA31	79702	8 NO PARKING SIGNS/DECK	117.85	
250	51-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		3,344.96
<b>EQUIPMENT REPLACEMENT FUND</b>							
251	60-00-32-3200	ACCOUNTS PAYABLE	MON4328	71711	BOSS SUPER DUTY SNOWPLOW	4,911.00	

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ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
<b>EQUIPMENT REPLACEMENT FUND</b>							
252	60-00-32-3200	ACCOUNTS PAYABLE	MON4328	71823	BOSS SUPER DUTY SNOWPLOW	4,911.00	
253	60-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		9,822.00
<b>POLICE PENSION FUND</b>							
254	70-00-62-6233	LEGAL	REI15	2647-18054	DISABILITY APPL/KNEIFEL	212.09	
255	70-00-62-6233	LEGAL	REI15	2647-18168	DISABILITY CORRESP./KNEIFEL	539.11	
256	70-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		751.20
<b>SEWER FUND</b>							
257	80-00-32-3200	ACCOUNTS PAYABLE	COR2800	42014	APR BROKERAGE/CONSULT FEE	31.43	
258	80-00-60-6020	TRAINING & MEMBERSHIP	FIR/DPW	12389157283	AWWA CONFERENCE AIRFARE	357.00	
259	80-00-60-6021	UNIFORMS	ARA2525	2078522121	4/25/14 UNIFORM SERVICE	10.20	
260	80-00-60-6021	UNIFORMS	ARA2525	2078531477	5/2/14 UNIFORM SERVICE	10.20	
261	80-00-62-6210	TELEPHONE	ATT	14/708245003704	APR ALARM LINE 708-245-0037	110.13	
262	80-00-62-6210	TELEPHONE	ATT5017	140419	APR LONG DISTANCE CHARGES	4.76	
263	80-00-62-6220	MTCE-EQUIPMENT	AM8623	440532	WIPER BLADES/#13	10.39	
264	80-00-62-6220	MTCE-EQUIPMENT	GEN5228	078657	COVERALLS;PAINT BRUSH/#17	45.16	
265	80-00-62-6220	MTCE-EQUIPMENT	HDS9103	264490	24" MANHOLE HOOK/SEWER	26.76	
266	80-00-62-6220	MTCE-EQUIPMENT	MCM7690	7896004	2-30" PULLER HOOKS/SEWER	71.42	
267	80-00-62-6220	MTCE-EQUIPMENT	OOS45	571058	MODIFY 2 SEWER COVERS	110.00	
268	80-00-62-6220	MTCE-EQUIPMENT	PG8432	188190	160 AMP ALT/#17	224.35	
269	80-00-62-6220	MTCE-EQUIPMENT	STA6520	91561	ACTUATOR/#13	468.09	
270	80-00-62-6224	MTCE-MANHOLE/SEWERS	JUL2800	0899-2	UTILITY LOCATES/SHARE	325.02	
271	80-00-66-6605	COMPUTER EQUIPMENT	AIS6428	26923	MICROSOFT ACCESS PROGRAM	103.73	
272	80-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		1,908.64
<b>DEBT SERVICE FUND</b>							
273	90-00-67-6706	98 ST LIGHT INTEREST EXP.	FIR620	140505	1998 STREET LIGHT BONDS/INT	16,017.50	
274	90-00-67-6706	98 ST LIGHT INTEREST EXP.	HER111	140505	1998 STREET LIGHT BONDS/INT	5,130.00	
275	90-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		21,147.50
<b>INTERFUND SUMMARY</b>							
276	01-00-20-2024	DUE T/F ETSB			ACCTS PAYABLE INTERFUND OFFS	228.15	
277	01-00-20-2040	DUE T/F CAPITAL PROJECTS			ACCTS PAYABLE INTERFUND OFFS	8,652.09	

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278	01-00-20-2050	DUE T/F WATER			ACCTS PAYABLE INTERFUND OFFS	259,454.61	
279	01-00-20-2051	DUE T/F PARKING METER			ACCTS PAYABLE INTERFUND OFFS	3,344.96	
280	01-00-20-2060	DUE T/F EQUIPMENT REPLACEMEN			ACCTS PAYABLE INTERFUND OFFS	9,822.00	
281	01-00-20-2070	DUE T/F POLICE PENSION			ACCTS PAYABLE INTERFUND OFFS	751.20	
282	01-00-20-2080	DUE T/F SEWER			ACCTS PAYABLE INTERFUND OFFS	1,908.64	
283	01-00-20-2090	DUE T/F DEBT SERVICE			ACCTS PAYABLE INTERFUND OFFS	21,147.50	
284	01-00-00-1010	CASH-FNBLG-CHECKING			ACCTS PAYABLE INTERFUND OFFS		305,309.15
TOTALS:						689,239.86	689,239.86

4-H.23

**CURRENT BUSINESS**

VILLAGE OF LA GRANGE  
Community Development Department

**BOARD REPORT**

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

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

DATE May 12, 2014

RE: **SPECIAL EVENT - LA GRANGE BUSINESS ASSOCIATION "AHHH!  
LA GRANGE" CARNIVAL**

---

The La Grange Business Association has presented the attached request for approval of the 20<sup>th</sup> annual "Ahhh! La Grange" Carnival which is scheduled to commence on May 30<sup>th</sup>.

The "Ahhh! La Grange" Carnival, as conducted in the past, is to be held the weekend of the Pet Parade, May 30 – June 1, 2014. The carnival will be held on Harris Avenue between La Grange Road and Ashland Avenue. This location is identical to the one used in recent years. It has been very effective and has resulted in a clear and open midway for fun and enjoyment by all. The requested hours of operation are as follows:

DAY/ACTIVITY	REQUESTED HOURS
Friday, May 30 - Carnival	4:00 p.m. to 10:00 p.m.
Saturday, May 31 - Carnival	11:30 a.m. to 10:00 p.m.
Sunday, June 1 - Carnival	12 noon to 7:00 p.m.

For the past few years the sale of alcoholic beverages was responsibly managed by the La Grange Business Association and again well received by the public. Therefore, the La Grange Business Association is requesting the authorization to sell beer and wine during this event. The sale and service of beer and wine will be during the carnival operating hours. This will be provided by a licensed, local caterer. As this is a family oriented event, the presentation of beer and wine will be muted.

The La Grange Business Association is also requesting the use of Village Parking Lot 8 located at Harris and Madison Avenue. This lot will be utilized by local restaurant vendors for an enhanced weekend experience.

We are supportive of the efforts and success of past years' events and recommend approval of the request for the "Ahhh! La Grange" Carnival subject to the following conditions:

1. That all licenses, permits, hold harmless, and insurance coverages be obtained to the satisfaction of the Village;
2. That all suitable control over the sale of beer and wine be imposed subject to the approval of the Liquor Commissioner;
3. That LGBA representatives notify all affected businesses of the pending event no less than two weeks prior to setup. (The La Grange Business Association advises that they have already coordinated with Cossitt School administration) ;
4. That the carnival setup crew will leave an approximate 10 foot travel lane along the south parking lane of Harris Avenue and the west side of Madison Avenue open for Thursday, May 29<sup>th</sup> and Friday, May 30<sup>th</sup> to allow for the pick-up and drop-off of children during school hours;
5. That the organizers meet and maintain contact with staff of all related Departments in the Village to determine specifics of the operation and set-up of the event;
6. That the Village maintains final approval of sites, security, parking and utility plans;
7. That all costs incurred by the Village be billed to the La Grange Business Association.

If you concur with this request, the Village will need to formally approve the temporary closure of Harris Avenue from La Grange Road to Ashland Avenue; waive restrictions which prohibit the consumption of alcohol on the public way; waive restrictions for the outdoor display and sale of goods and services in the C-1 Zoning District; and approve carnival rides as a Temporary Use.

Separately, the Liquor Commissioner grant permission to the LGBA to sell alcohol during this special event and could impose any additional restrictions deemed appropriate.

It is our recommendation the "Ahhh! La Grange" Carnival be approved as described herein, subject to the above conditions.

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

April 24, 2014



Mr. Patrick Benjamin  
Director of Community Development  
53 South La Grange Road  
La Grange, IL 60525

Dear Mr. Benjamin:

The La Grange Business Association is requesting approval from the Village of La Grange to conduct our annual Ahhh! La Grange Carnival. Below you will find a synopsis of the event and the resources needed from the village. The current LGBA Board has been working tirelessly on enhancing current events and creating marketing opportunities for businesses to maintain a thriving business district. We are grateful and appreciative of the partnership we have with the Village and the priority you place on making the business district successful.

**Ahhh! LA GRANGE CARNIVAL May 30 - June 1, 2014, Peggy Kopley, Chairwoman**

**Date/Hours of Operation**

- May 30, 2014 – Carnival set up 7am
- May 30, 2014- Carnival opens 4:00pm-10:00pm
- May 31, 2014- Carnival opens 11:30am-10:00pm
- June 1, 2014- Carnival opens Noon-7:00pm
- June 1, 2014 -Carnival breakdown complete by 6:00am

**Logistics**

- Harris Avenue between Ashland & La Grange Road
- Cossitt School parking lot for event parking beginning Friday at 6:00pm (Cossitt has approved and we have worked out details of traffic flow)
- Portable sinks, toilets and waste receptacles will be provided by licensed contractors

The LGBA will notify businesses & the senior center of the impending event & all event details.

**Village Services Requested**

- The use of Harris Avenue between Ashland & La Grange Road Friday, May 30<sup>th</sup> at 6:00am through Monday, June 2<sup>nd</sup> at 6:00am.
- Police coverage for the hours of operation of the event, plus one half hour after closing for banking purposes.
- Assistance of the Dept. of Public Works to assist road closures, street sweeping (including Cossitt lot)
- Inspection by the Fire Department of rides & general safety issues
- Inspection by the Community Development Department for health and sanitation for food service.

Carnival: The carnival is intended to be a family event with thrill rides, adult rides, a large section of kid's rides & games. The carnival will serve food and non-alcoholic beverages. This will be a non-alcohol event. Windy City Amusements will provide the carnival, food booths & games. We continue to have a strong relationship with Windy City, and they are familiar with our expectations and with all Village ordinances necessary for them to operate a successful carnival.

5-A.2

Again this year, we are requesting a special permit for the sale of beer and wine during the carnival operating hours. This will be provided by a registered, local caterer. The LGBA will provide security at all entrances of the carnival for monitoring purposes. The LGBA will again have a small stage and tent in the parking lot at Harris and Madison Avenue, and offer live music in the evening, and children events through the day.

Thank you again for your continued partnership and please do not hesitate to call me with questions.

Sincerely,

  
**Steven W. Jasinski**  
President

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  
Lou Cipparrone, Finance Director

DATE: May 12, 2014

RE: **RESOLUTION — REQUEST FOR CLASS 6(b) ASSESSMENT  
REDUCTION 501 SHAWMUT AVENUE**

---

G & G Partners, LLC d/b/a Billet Specialties, Inc., has approached the Village of La Grange about the potential for a Class 6(b) Cook County Property Tax Abatement to assist with the acquisition and renovation of an additional building for their business located across the street from their current facility at 500 E. Shawmut Avenue. This property, 501 Shawmut, is located within the Shawmut Avenue Industrial District and has remained vacant since the Selmar Company operating as Musser relocated out of state in July 2013. It is G & G Partners' intention to renovate the 33,000 square foot building. Improvements planned include roof repairs, electric, new lighting, replacement of windows and parking lot repair.

The 6(b) classification is offered by Cook County to encourage industrial development or rehabilitation by offering a real estate tax incentive for the development or renovation of vacant industrial facilities. One of the goals of the program is to prevent businesses from relocating out of Cook County to the collar counties where industry is assessed at a lower rate. Although a condition of the Class 6(b) tax incentive is that a building or property be vacant for two years the applicant can apply for an exception. G & G Partners believes the incentive is necessary to allow for the expansion of their existing business into an additional building and thus provide more job opportunities within the Cook County region.

Properties that receive Class 6(b) property tax abatements are assessed at 16% of market value for the first 10 years, 23% in the 11<sup>th</sup> year and 30% in the 12<sup>th</sup> year. This constitutes a substantive reduction in the level of assessment and results in significant tax savings. Without this incentive, industrial real estate would normally be assessed at 36% of its market value. Detailed below is the estimated impact that the 6(b) property tax abatement will have on this property based upon 2012 real estate taxes paid on this property:

	<b>Current Vacant Property Tax Paid 2012</b>	<b>First 10 years with 6(b) Abatement</b>	<b>11<sup>th</sup> year with 6(b) Abatement</b>	<b>12<sup>th</sup> year with 6(b) Abatement</b>	<b>13<sup>th</sup> year with 6(b) Abatement</b>
<b>Assessment Rate</b>	36%	16%	23%	30%	36%
<b>Total Property Tax Revenue (1)</b>	\$58,769.99	\$25,858	\$37,613	\$48,779	\$58,769.99

(1) Projections based on current estimated property values and tax rates.

In the past the La Grange Village Board has approved resolutions for similar types of incentives for the development of the La Grange Commerce Park (700-716 Elm) and Burke Beverage and others. Staff has reviewed this proposal and we recommend the approval of the resolution to allow G & G Partners d/b/a Billett Enterprises, Inc. to proceed with their Class 6(b) request and expand their successful business enterprise in La Grange.

A representative of G & G Partners, LLC d/b/a Billett Specialties, Inc., will be in attendance at your meeting to answer any questions you may have regarding this request.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION INDICATING MUNICIPAL SUPPORT FOR A  
COOK COUNTY REAL ESTATE CLASS 6(B)  
PROPERTY TAX INCENTIVE TO  
501 SHAWMUT AVENUE

WHEREAS, G & G Partners, LLC, d/b/a Billet Specialties, Inc., has requested a Class 6(b) property tax incentive, which provides industrial applicants a reduction in the assessed valuation of an industrial facility to encourage companies to locate and expand within Cook County; and

WHEREAS, the Village of La Grange has considered the merits of endorsing a request for a Class 6(b) Assessment Reduction to G & G Partners, LLC for the purchase of the building at 501 Shawmut in La Grange, Illinois; and

WHEREAS, the Village Board of Trustees has determined that approval of a 6(b) real estate classification for 501 Shawmut is necessary for the purchase of the building to occur and will be beneficial to the Village of La Grange; and

WHEREAS, the Village Board of Trustees has determined that approval of 6(b) incentive is necessary for G & G Partners, LLC to complete the purchase and renovation of the building at 501 Shawmut and further expand this business which is headquartered at 500 Shawmut in the Village of La Grange.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of La Grange, County of Cook, State of Illinois, that the President and Board of Trustees find that the Class 6(b) incentive is necessary for the purchase of the real property located at 501 Shawmut, La Grange, Illinois to occur; and

BE IT FURTHER RESOLVED, that the Village Clerk is hereby authorized and directed to forward a certified copy of this resolution to the Office of the Cook County Assessor.

ENTERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

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

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

**EUGENE L. GRIFFIN & ASSOCIATES, LTD.**

LAW OFFICES

29 NORTH WACKER DRIVE, SUITE 650  
CHICAGO, ILLINOIS 60606-3215  
(312) 855-5050

April 17, 2014

FACSIMILE  
(312) 855-5048  
WRITER'S DIRECT DIAL NUMBER

855-5021

**Via Federal Express**

Mr. Patrick Benjamin  
Economic Development Coordinator  
Village of LaGrange  
53 South LaGrange Road  
LaGrange, Illinois 60525

Re: Request for Cook County Class 6(b) Tax Incentive  
G & G Partners, LLC d/b/a Billet Specialties, Inc.  
501 Shawmut Avenue, LaGrange  
Lyons Township  
Perm. Nos. 18-04-200-017, 036 and -037

Dear Mr. Benjamin:

G & G Partners, LLC, d/b/a Billet Specialties, Inc., is seeking a Class 6(b) Resolution (with special circumstances) of support from the Village of LaGrange. For purposes of the incentive, there will be a purchase for value, but the period of abandonment prior to application has been less than 24 continuous months.

The property was last occupied in July 2013 by The Selmer Company – Musser. The subject property is currently classified by the Cook County Assessor as industrial with a 5-93 classification. Billet Specialties, Inc., currently owns the building across the street from the subject property at 500 Shawmut. They have been at this location for twelve years.

They are currently planning on expanding their business to manufacturing, assemblage, and distribution of aftermarket automotive wheels. They would use this subject property for their expansion strategy. They plan on having 30 full-time employees and six part-time.

The proposed purchase price for the property is approximately \$740,000 with plans to spend an additional \$200,000 on roof repairs, electric, new lighting, replacement of windows and parking lot repair. The request and approval of the Class 6(b) Tax Incentive is crucial in the purchase of the subject property and without it, the expansion into the building is unlikely.

5-B, 3

EUGENE L. GRIFFIN & ASSOCIATES, LTD.

Mr. Patrick Benjamin

-2-

April 17, 2014

We are requesting that this matter be placed before the Finance Director on April 21, 2014. It is our understanding that this request will thereafter be referred to the Village president for review and recommendation to the Village Board for the May 2, 2014, Village Board meeting.

We have also attached the Cook County Assessor's Class 6(b) application.

We appreciate your consideration in this matter. Please feel free to contact me if you should have any questions.

Very truly yours,

EUGENE L. GRIFFIN & ASSOCIATES, LTD.



Stephen F. Griffin  
Property Tax Analyst

SFG/mls  
Enclosures

cc: Mr. Michael Maksimovich



## **CLASS 6B ELIGIBILITY BULLETIN**

### ***Cook County Living Wage Ordinance***

Please be advised that every applicant for this incentive will be required to provide an affidavit to the Assessor's Office to confirm compliance with the Cook County Living Wage Ordinance. The Cook County Assessor will not grant any request for incentive classification until it receives the required affidavit.

### ***Incentive Benefits***

The Class 6b classification is designed to encourage industrial development throughout Cook County by offering a real estate tax incentive for the development of new industrial facilities, the rehabilitation of existing industrial structures, and the industrial reutilization of abandoned buildings. The goal of Class 6b is to attract new industry, stimulate expansion and retention of existing industry and increase employment opportunities.

Under the incentive provided by Class 6b, qualifying industrial real estate would be eligible for the Class 6b level of assessment from the date that new construction or substantial rehabilitation is completed and initially assessed or, in the case of abandoned property, from the date of substantial re-occupancy. Properties receiving Class 6b will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. This constitutes a substantial reduction in the level of assessment and results in significant tax savings. In the absence of this incentive, industrial real estate would normally be assessed at 25% of its market value.

Where buildings or other structures qualify for the incentive as new construction or as abandoned property as defined below, the reduced level of assessment under Class 6b will apply to those structures in their entirety as well as to the land upon which they are situated. Where there is substantial rehabilitation of an existing structure which has not been abandoned, the reduced incentive level of assessment is applicable to the additional market value attributable to the rehabilitation, including qualified land related to the rehabilitation. ***(Please note that the additional value attributable to the rehabilitation for assessment purposes is likely to be lower than the actual amount spent on the rehabilitation.)*** Land qualifies when the rehabilitation adds vertical or horizontal square footage to the improvements. The amount of land eligible for the incentive shall be in such proportion as the square footage added by the rehabilitation bears to the total square footage of the improvements on the parcel.

## **Eligibility Requirements**

Real estate is eligible for Class 6b status under the following conditions:

1. The real estate is used primarily for "industrial purposes".
2. There is either (a) new construction, (b) substantial rehabilitation, or (c) substantial re-occupancy of "abandoned" property.
3. An Eligibility Application and supporting documents have been timely filed with the Office of the Assessor according to deadlines as set forth in the "What Must Be Filed" and "Time for Filing" sections of this Bulletin.
4. The municipality in which such real estate is located (or the County Board, if the real estate is located in an unincorporated area) must, by lawful resolution or ordinance, expressly state that it supports and consents to the filing of a Class 6b Application and that it finds Class 6b necessary for development to occur on the subject property.

The following definitions, as set forth in the Cook County Real Property Assessment Classification Ordinance, pertain to the Class 6b incentive provision:

**Industrial purposes:** "Any real estate used primarily in manufacturing ... or in the extraction or processing of raw materials unserviceable in their natural state to create new physical products or materials, or in the processing of materials for recycling, or in the transportation or storage of raw materials or finished or partially finished physical goods in the wholesale distribution of such materials or goods for sale or leasing."

**Manufacturing:** "The material staging and production of goods used in procedures commonly regarded as manufacturing, processing, fabrication, or assembling which changes existing material into new shapes, new qualities, or new combinations and including research and development associated with the production of goods."

**Abandoned property:** "Buildings and other structures that, after having been vacant and unused for at least 24 continuous months, are purchased for value by a purchaser in whom the seller has no direct financial interest." An exception to this definition shall be, "if the municipality or the Board of Commissioners, as the case may be, finds that special circumstances justify finding that the property is 'abandoned' for the purpose of Class 6b."

The finding of abandonment, along with the specification of the special circumstances, shall be included in the resolution or ordinance supporting and consenting to the incentive application. Notwithstanding the foregoing, special circumstances may not be determined to justify finding that a property is deemed "abandoned" where:

- A. There has been a purchase for value and the buildings and other structures have not been vacant and unused prior to such purchase; or
- B. There has been no purchase for value and the buildings and other structures have been vacant and unused for less than 24 continuous months.

If the ordinance or resolution containing a finding of "special circumstances" is that of a municipality, the approval of the County Board of Commissioners is required to validate such a finding that the property is deemed "abandoned" for purposes of the incentive, and a resolution to that effect shall be included with the eligibility application.

### ***What Must Be Filed***

An applicant seeking the reclassification of real estate to Class 6b is required to file a "Class 6b Eligibility Application" with the Office of the Assessor. At the time of filing the application, a filing fee of \$500.00 must be paid. In addition, an applicant may submit, at the same time, a certified copy of an ordinance or resolution adopted by the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) expressly stating that it supports and consents to the filing of a Class 6b Application and that it finds Class 6b necessary for development to occur on the subject property. If the resolution is not filed at the time the Eligibility Application is submitted to the Assessor, the applicant must file, at that time, a letter from the municipality or the County Board confirming that a resolution or ordinance supporting the incentive has been requested. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of "special circumstances" from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must also file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested.

Should the municipality or the County Board, at a later date, deny the applicant's request for a resolution or ordinance, whether or not construction or re-occupancy has begun, the applicant will be deemed ineligible for reclassification to Class 6b. Any information that is not known or any supporting documents that are not available at the time of the initial filing must be submitted as a supplement to the Application.

After the construction or re-occupancy has taken place, an applicant must also file an "Incentives Appeal Form" requesting that the real estate be reclassified to Class 6b. At the time of filing the appeal, an appeal fee of \$100.00 must be paid. If a resolution from the municipality where the property is located, or the Cook County Board of Commissioners if located in an unincorporated area, was not filed with the Eligibility Application, the applicant must file a certified copy of the resolution or ordinance supporting the incentive at this time. No final action on a request for reclassification to Class 6b will be taken until an Appeal and an Eligibility Application, along with the required documentation as described therein, are completed and filed with the Office of the Assessor.

In addition, during the term of the incentive, the Class 6b recipient must file a triennial affidavit attesting to the use of the property and the number of workers employed at the Class 6b site. The Assessor will mail Class 6b recipients the affidavit forms at the time of their triennial reassessments. The affidavit must be signed, notarized and returned to the Assessor within three weeks. Failure to file the triennial affidavits within that time will result in the loss of the incentive.

### ***Time for Filing***

The Eligibility Application along with the appropriate resolution or letter confirming that a resolution has been requested *must be filed* with the Assessor *prior to*, but no earlier than one year before, *commencement of new construction* (excluding demolition, if any) *or substantial rehabilitation*. With respect to abandoned property, the eligibility application must be made to the Assessor *prior to the commencement of the reoccupation of the vacant and unused property*.

Where reoccupation of "abandoned" property and subsequent substantial rehabilitation is planned, a single Eligibility Application and resolution, ordinance, or letter confirming that a resolution has been requested, may be filed for both situations, provided that the Application is filed prior to the commencement of reoccupation and such rehabilitation.

To finalize the classification change, a "Real Estate Assessed Valuation Appeal" must be filed after the construction or re-occupancy has taken place. In instances where a certified copy of an ordinance or resolution expressly stating that the municipality or County Board supports and consents to filing of a Class 6b Application has not yet been filed, it must be filed at this time. For the purpose of certifying final assessments on a timely basis to the Board of Appeals, deadlines for filing Appeals are established on a township basis. Check with the Office of the Assessor to determine when the deadline occurs for a particular township.

The 6b classification may be renewed during the last year in which a property is entitled to a 10% assessment level or when the incentive is still applied at the 15% or 20% assessment level, by filing a renewal application and a certified copy of a resolution or ordinance adopted by the municipality in which the real estate is located, or by the County Board, if located in an unincorporated area of Cook County, expressly stating that it supports and consents to the renewal of the Class 6b incentive and that it has determined that the industrial use of the property is necessary and beneficial to the local economy. The notice of intent to request renewal will be forwarded by the Assessor's Office to the Cook County Board. The owners must notify the Assessor's Office of their intent to request renewal at the time they request a resolution or ordinance agreeing to the renewal from the municipality or County Board. The number of renewal period requests is not limited.

**Questions regarding Class 6b may be directed to the Development Incentives Department of the Office of the Cook County Assessor, Room 301, 118 North Clark Street, Chicago, Illinois 60602, (312) 603-7529.**



**Identification of Person Having an Interest in the Property**

Attach a complete list of all owners, developers, occupants and other interested parties (including all beneficial owners of a land trust) identified by names and addresses, and the nature and extent of their interest. - See Exhibit 6

**Industrial Use**

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use.

Include copies of materials, which explain the occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc. - See Exhibit 7

**Nature of Development**

Indicate nature of proposed development by checking the appropriate space:

- New Construction (Read and Complete Section A)
- Substantial Rehabilitation (Read and Complete Section A)  
**Incentive only applied to the market value attributable to the rehabilitation**
- Occupation of Abandoned Property - No Special Circumstance  
(Read and Complete Section B)
- Occupation of Abandoned Property - With Special Circumstance  
(Read and Complete Section C)
- Occupation of Abandoned Property - (TEERM Supplemental Application)  
(Read and Complete Section C)

**SECTION A (NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION)**

If the proposed development consists of *New Construction* or *Substantial Rehabilitation*, provide the following information:

Estimated date of construction commencement (excluding demolition, if any): \_\_\_\_\_

Estimated date of construction completion: \_\_\_\_\_

Attach copies of the following:

1. Specific description of the proposed *New Construction* or *Substantial Rehabilitation*
2. Current Plat of Survey for subject property
3. 1<sup>st</sup> floor plan or schematic drawings
4. Building permits, wrecking permits and occupancy permits (including date of issuance)
5. Complete description of the cost and extent of the *Substantial Rehabilitation* or *New Construction* (including such items as contracts, itemized statements of all direct and indirect costs, contractor's affidavits, etc)

**SECTION B (ABANDONED PROPERTY WITH NO SPECIAL CIRCUMSTANCE)**

If the proposed development consists of the reoccupation of abandoned property, purchased for value, complete (1) and (2) below:

1. Was the subject property vacant and unused for at least 24 continuous months prior to the purchase for value?

YES       NO

When and by whom was the subject property last occupied prior to the purchase for value?

---

---

Attach copies of the following documents:

- (a) Sworn statements from person having personal knowledge attesting to the fact and the duration of vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of such vacancy

2. Application must be made to the Assessor prior to occupation:

Estimated date of reoccupation: \_\_\_\_\_  
Date of Purchase: \_\_\_\_\_  
Name of purchaser: \_\_\_\_\_  
Name of seller: \_\_\_\_\_  
Relationship of purchaser to seller: \_\_\_\_\_

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

**SECTION C (SPECIAL CIRCUMSTANCES)**

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was a **purchase for value**, but the period of **abandonment prior to purchase was less than 24 months**, complete section (1).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application 24 continuous months or greater**, complete section (2).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application was greater than 12 continuous months and less than 24 continuous month**, complete section (2) and the **TEERM Supplemental Application**.

1. How long was the period of abandonment prior to the purchase for value? 10 Months

When and by whom was the subject property last occupied prior to the purchase for value?

July 2013

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment - See Exhibit 8
- (b) Information (such as statements of utility companies) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for less than 24-month abandonment period. - To be provided

Application must be made to the Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of Reoccupation:	<u>January 2015</u>
Date of purchase:	<u>Under Contract</u>
Name of purchaser:	<u>G &amp; G Partners, LLC</u>
Name of seller:	<u></u>
Relationship of purchaser to seller:	<u>None</u>

Attach copies of the following documents: - To be provided

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

2. How long has the subject property been unused?

- 24 or greater continuous months (*Eligible for Special Circumstance*)
- 12 continuous months but less than 24 continuous months (*Eligible for Special Circumstance under TEERM*) - **Complete TEERM Supplemental Application**
- Less than 12 continuous months (*Not Eligible for Special Circumstance*)

When and by whom was the subject property last occupied prior to the filing of this application?

---

---

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for lack of a purchase for value.

Application must be made to Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: \_\_\_\_\_

**TEERM SUPPLEMENTAL APPLICATION**

*(This form will ONLY be utilized for applicants who specifically elect for TEERM)*

*This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) for at least 12 continuous months and less than 24 continuous months with no purchase taking place.*

*Under the **TEERM** Program, qualifying industrial real estate would be eligible for the Class 6B level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving Class 6B will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. **The terms of this program are Not Renewable.***

**No applications will be taken after November 30, 2018.**

I \_\_\_\_\_ applicant/representative hereby specifically elect to submit this **Supplemental Application** for the **TEERM** program.

Further affiant sayeth not.

\_\_\_\_\_  
Agent's Signature

\_\_\_\_\_  
Agent's Name & Title

\_\_\_\_\_  
Agent's Mailing Address

\_\_\_\_\_  
Agent's Telephone Number

\_\_\_\_\_  
Applicant's Name

\_\_\_\_\_  
Applicant's Mailing Address

\_\_\_\_\_  
Applicant's e-mail address

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

**EMPLOYMENT OPPORTUNITIES**

How many construction jobs will be created as a result of this development? 5

How many new permanent full-time and part-time employees do you now employ in Cook County?

Full-time: 53 Part-time: 3

How many new permanent full-time jobs will be created as a result of this proposed development?

30

How many new permanent full-time jobs will be created as a result of this proposed development?

6

**LOCAL APPROVAL**

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) should accompany this Application. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B Application and that it finds Class 6B necessary for development to occur on the subject property. If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of "special circumstances" from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested. If, at a later date, the municipality or the County Board denies the applicant's request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6B incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an "Incentive Appeal".

**I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.**

_____	April 17, 2014
Signature	Date
_____	Attorney
Terrence J. Griffin	Title
Print Name	

10/4/13



**INCENTIVES CLASS LIVING WAGE ORDINANCE AFFIDAVIT**

\_\_\_\_\_ as agent for the applicant set forth below, who is seeking a classification incentive as referenced below, I do hereby state under oath as follows:

1. As the agent for the applicant set forth below, I have personal knowledge as to the facts stated herein.
2. The property identified by PIN(s) with commonly known address(es), listed in Exhibit A attached and herein incorporated, are/is the subject of a pending application/renewal (circle as appropriate) for one of the following development incentives provided by the Code of Ordinances of Cook County, Chapter 74, Article II, Division 2, The Cook County Real Property Assessment Classification Ordinance, Sec. 74-60 et seq., as amended:

Class 6b      \_\_\_ Class 8 (industrial property)      \_\_\_ Class 9

3. The Cook County Assessor's Office has issued the following control number regarding this application/renewal (circle as appropriate), \_\_\_\_\_.
4. I have reviewed the Code of Ordinances of Cook County, Chapter 34, Article IV, Division 1 and The Cook County Living Wage Ordinance, Sec. 34-127 et seq., as amended (the "Ordinance"), and certify that the applicant is in compliance with the above referenced Cook County Living Wage Ordinance, due to one of the following options (check as appropriate):

Applicant is currently paying a living wage to its employees, as defined in the Ordinance.

OR

\_\_\_ Applicant is not required to pay a living wage, pursuant to the Ordinance.

Further affiant sayeth not.

Agent's Signature

Agent's Name & Title

Agent's Mailing Address

Agent's Telephone Number

Glenn J Grovick  
Applicant's Name

16 W 125 89th St Burr Ridge IL  
Applicant's Mailing Address

60527

Glenn@BilletServices.com  
Applicant's e-mail address

Subscribed and sworn before me this 11<sup>th</sup> day of April, 2014.

Liliana Ortega  
Signature of Notary Public



**EXHIBIT INDEX**

- Exhibit 1..... Legal Description
- Exhibit 2..... Building Dimensions & Plat of Survey
- Exhibit 3..... Site Map
- Exhibit 4..... Floor Layout/Building Drawings
- Exhibit 5..... Plat of Survey
- Exhibit 6..... Identification of persons having an interest in the property
- Exhibit 7..... Property Use & Corporate Information
- Exhibit 8..... Affidavit of Vacancy
- Exhibit 9..... Local Approval
- Exhibit 10..... County Board Approval

EXHIBIT 1

LEGAL DESCRIPTION

LOT 49 (EXCEPT THE EAST 49.3 FEET THEREOF) IN LOTS 43 TO 48, BOTH INCLUSIVE, IN BLOCK 2 LYING EAST OF THE INDIANA HARBOR BELT ALL IN SHAWMUT AVENUE ADDITION TO LAGRANGE, A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT RAILROAD RIGHT OF WAY) IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 501-525 Shawmut Avenue, LaGrange, Illinois

P.I.N.: 18-04-200-017-0000, 18-04-200-036-0000, and 18-04-200-037-0000

## EXHIBIT 2

### **BUILDING AND SITE DIMENSIONS**

<i>Building Age:</i>	1967
<i>Building Square Foot Area:</i>	33,000
<i>Site Area:</i>	61,400
<i>North:</i>	300
<i>South:</i>	300
<i>East:</i>	199.46
<i>West:</i>	199.46

**EXHIBIT 3**

***SIDWELL MAP***



**EXHIBIT 4**

***Building Layout***

**EXHIBIT 5**

*Plat of Survey*

**EXHIBIT 6**

***Identification of Persons Having an Interest in the Property***

**Prospective Purchaser**

G & G Partners, LLC  
Mr. Glenn J. Grozich  
1 W 125 – 89<sup>th</sup> Street  
Burr Ridge, Illinois 60527

## EXHIBIT 7

### *Property Use and Corporate Information*

Billet Specialties produces accessories for the street and muscle car industry. They specialize in the manufacturing and distribution of wheels and rims. They also manufacture stuttering wheels, interior accessories and engine press up.

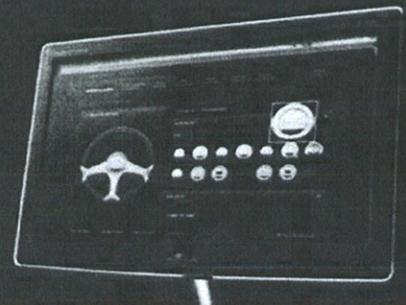
Billet plans to utilize the 501 Shawmut Avenue property for manufacturing and warehousing of their aftermarket automotive wheels.

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# Online STEERING WHEEL

You choose the steering wheel, you choose the half-wrap, you choose the horn button & adapter. Add to cart.



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Select Edition 14"
Profile Collection 14"
Standard 15.5"
Profile Collection 15.5"
D-Shaped Collection 14"
Flat Out 14"
Solid 14"
Exterior Accessories
Wheels
Racing Products
Replacement Parts
Apparel & More...

## Steering Wheels

<p><b>Standard 14"</b></p>  <p>Shop All &gt;</p>	<p><b>Select Edition 14"</b></p>  <p>Shop All &gt;</p>	<p><b>Profile Collection 14"</b></p>  <p>Shop All &gt;</p>
<p><b>Standard 15.5"</b></p>  <p>Shop All &gt;</p>	<p><b>Profile Collection 15.5"</b></p>  <p>Shop All &gt;</p>	<p><b>D-Shaped Collection 14"</b></p>  <p>Shop All &gt;</p>

5-B.26



**Flat Out 14"**



[Shop All](#)

**Solid 14"**



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- Tru Trac Serpentine Systems
- V-Trac V-Belt Systems
- Serpentine Conversion Kits
- Independent Brackets
- Engine Dress-Up
- Body Accessories
- Interior Accessories
- Steering Wheels
- Exterior Accessories
- Wheels
- Racing Products
- Replacement Parts
- Apparel & More...

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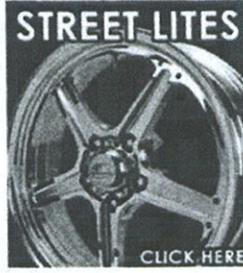
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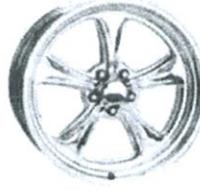
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<b>WHEELS</b>
Tru Trac Systems & Brackets
Engine Dress-Up
Body Accessories
Interior Accessories
Steering Wheels
Exterior Accessories
Wheels
Profile Collection
Pro-Touring Series
SLC Series
SLG Series
Cruise Line
Vintage Series
Vintec Series
Legends Series
Street Smart Line
GS Series
Street Lite
RT, Performer, Rally
Comp Series
Six-Lug Wheels
Eight-Lug Wheels
Off The Rack
All Wheels by Name
Wheel Accessories
Downloads
Wheel Visualizer
Racing Products
Replacement Parts
Apparel & More...

### Wheels

<p><b>Profile Collection</b></p>  <p>Shop All</p>	<p><b>Pro-Touring Series</b></p>  <p>Shop All</p>	<p><b>SLC Series</b></p>  <p>Shop All</p>
<p><b>SLG Series</b></p>  <p>Shop All</p>	<p><b>Cruise Line</b></p>  <p>Shop All</p>	<p><b>Vintage Series</b></p>  <p>Shop All</p>
<p><b>Vintec Series</b></p>  <p>Shop All</p>	<p><b>Legends Series</b></p>  <p>Shop All</p>	<p><b>Street Smart Line</b></p>  <p>Shop All</p>
<p><b>GS Series</b></p> 	<p><b>Street Lite</b></p> 	<p><b>RT, Performer, Rally</b></p> 

5-13.29



Shop All



Shop All



Shop All

**Comp Series**

Shop All

**Six-Lug Wheels**

Shop All

**Eight-Lug Wheels**

Shop All

**Off The Rack**

Shop All

**All Wheels by Name**

Shop All

**Wheel Accessories**

Shop All

**Downloads**

Shop All

**Wheel Visualizer**

Shop All

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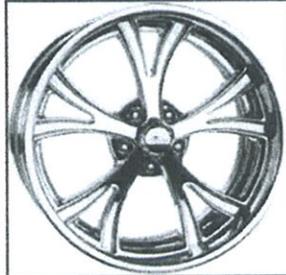
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- Tru Trac Systems & Brackets
  - Engine Dress-Up
  - Body Accessories
  - Interior Accessories
  - Steering Wheels
  - Exterior Accessories
  - Wheels
  - Racing Products
  - Replacement Parts
  - Apparel & More...



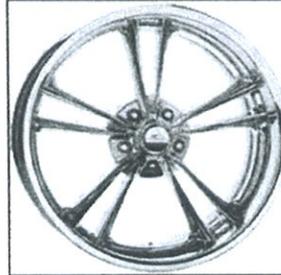
### Profile Collection

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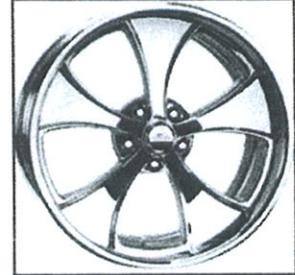
Sort By Best Sellers Newest Alpha Price



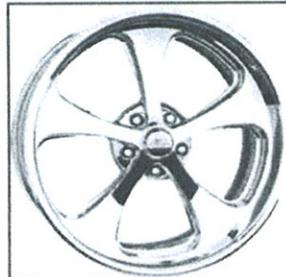
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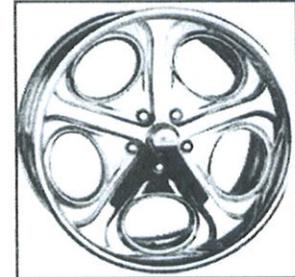
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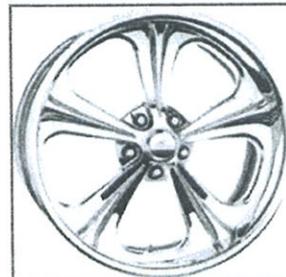
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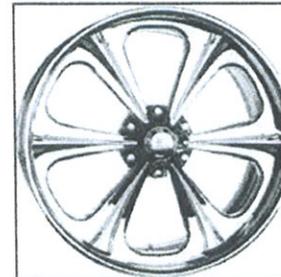
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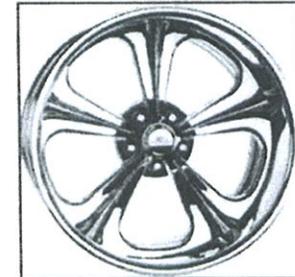
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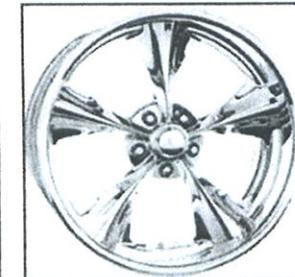
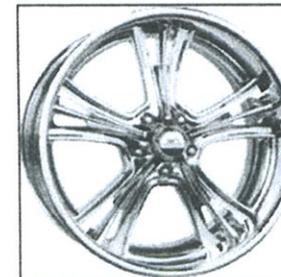
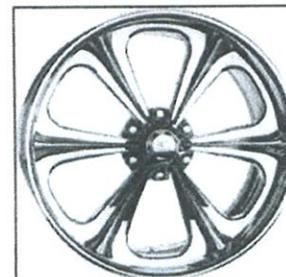
Rail



Rail 6



Rat Tail



**EXHIBIT 8**

*Affidavit of Vacancy and Duration*

**AFFIDAVIT OF VACANCY AND DURATION**

Subject Property Address: 501 Shawmut Avenue, LaGrange, IL.

Township: Lyons

Subject Property PIN(s): 18-04-200-017, 036 & 037

I, GLEN GROZICH being first duly sworn on oath state that I am the  
Contract Purchaser

and that in said capacity I have personal knowledge of the above property to state that the property has been 100 % vacant since \_\_\_\_\_ and this the subject property has remained 100% vacant through said date set forth in this Affidavit.

[Signature]  
Signature of Affiant

4-11-14  
Date

Subscribed and sworn to, before me this  
11<sup>th</sup> day of  
April, 2014

Liliana Ortega  
Notary Public



**EXHIBIT 9**

*Local Approval*

**EXHIBIT 10**

***County Board Approval  
(to be provided)***

**EXHIBIT 11**

***Living Wage Affidavit***

VILLAGE OF LA GRANGE  
Community Development Department

**BOARD REPORT**

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

FROM: Robert J. Pilipiszyn, Village Manager  
Patrick Benjamin, Community Development Director  
Angela Mesaros, Assistant Community Development Director  
Mark Burkland, Village Attorney

DATE: May 12, 2014

RE: **ORDINANCE - AMENDMENTS TO ZONING CODE REGARDING  
MEDICAL CANNABIS DISPENSARIES.**

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In August 2013, the State of Illinois enacted the Compassionate Use of Medical Cannabis Pilot Program Act, a four-year program pertaining to the cultivation and dispensing of medical cannabis. This Act became effective on January 1, 2014. In anticipation of this Act the Village Board adopted a resolution in February 2013 directing Staff and the Plan Commission to study zoning standards that would relate to medical cannabis.

The State Act strictly limits the authority of municipalities to regulate medical cannabis cultivation centers and dispensaries – a municipality may not “unreasonably prohibit” these facilities. The Act does, however, allow municipalities to regulate the location of those facilities in terms of zoning. Staff and the Village Attorney studied the Act and determined what draft zoning amendments to consider.

Cultivation centers, where medical cannabis may be grown and packaged, must be located at least 2,500 feet away from any area zoned for residential use. Due to this strict siting limitation, cultivation centers cannot be located anywhere within the Village. Therefore the proposed Zoning Code amendments do not address cultivation centers.

The State Act authorizes 60 medical cannabis dispensaries, which will be licensed to sell medical cannabis to persons who have been qualified by the State. Under regulations developed by the Illinois Department of Financial and Professional Regulation, only one dispensary is permitted within the entirety of Lyons, Lemont, and Palos Townships. (See Exhibit #1.)

Dispensaries must be at least 1,000 feet away from any property line of any pre-existing public or private schools or day care centers, including home day cares. This affects the majority of lots in La Grange. Staff developed the attached spacing map – areas in color on the map are the only locations permitted for dispensaries by the State Act. (See Exhibit #2.)

Board Report  
Text Amendments to Zoning Code  
Medical Cannabis Dispensaries  
May 12, 2014

The Plan Commission conducted a public hearing on March 11. At the hearing, Staff and Village Attorney presented the proposed amendments to the Zoning Code. A representative from a group interested in locating a dispensary in or near La Grange spoke at the hearing in support of the proposed amendments. After a thorough discussion of the character of dispensaries and appropriate locations for them, the Plan Commission voted unanimously with five members present to recommend that the Village Board approve the proposed amendments to the Zoning Code. (See Exhibit #3 – Plan Commission Findings of Fact.)

The recommended amendments include: (1) Add a definition for “Medical Cannabis Dispensary,”; (2) add “Medical Cannabis Dispensary” to the special use list in the C-3 General Service Commercial District with the condition that the dispensary not be permitted next to a residential property and (3) add “Medical Cannabis Dispensary” to the special use list in the I-1 Light Industrial District with the condition that the dispensary not be permitted next to a residential property.

Although dispensaries would be permitted under the State Act within a small portion of the C-1 District along Burlington Avenue east of La Grange Road, including 112, 120, and 310 E. Burlington Avenue, the Plan Commission did not recommend that this use be added to the C-1 Central Commercial District.

At the Village Board meeting on April 28, this topic was discussed as a workshop item. Trustees discussed the potential to allow this use in the C-1 District along Burlington Avenue and whether or not a medical cannabis use is distinct from salons or other service uses permitted in the C-1 District.

Staff concurs with the recommendation of the Plan Commission for approval of the proposed amendments to the Zoning Code. Village Attorney Burkland, who has prepared the attached Ordinance for your consideration, and the staff are available to answer any questions about the proposed amendment.

VILLAGE OF LA GRANGE

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

AN ORDINANCE AMENDING  
THE LA GRANGE ZONING CODE  
REGARDING MEDICAL CANNABIS DISPENSARIES

WHEREAS, the State of Illinois adopted the Compassionate Use of Medical Cannabis Pilot Program Act, which became effective on January 1, 2014; and

WHEREAS, the new Act provides for the licensing of 60 medical cannabis dispensing organizations throughout the State and sets limitations on authority of municipalities to regulate those medical cannabis dispensaries; and

WHEREAS, the Act provides for one medical cannabis dispensary to be located somewhere within Lyons Township, Lemont Township, or Palos Township; and

WHEREAS, the La Grange Zoning Code does not currently authorize a medical cannabis dispensary in any zoning district and therefore the Village has studied whether and where a dispensary may be located; and

WHEREAS, the La Grange Plan Commission conducted a public hearing on March 11, 2014, to consider amendments to the Zoning Code related to medical cannabis dispensaries and, after the conclusion of the public hearing, the Plan Commission recommended approval of amendments in the form they appear in this Ordinance, all as set forth in the Plan Commission's Findings and Recommendations for Case No. 215 dated March 20, 2014; and

WHEREAS, the President and Board of Trustees of the Village of La Grange have reviewed the Findings and Recommendations of the Plan Commission and the facts and circumstances related to the proposed amendments and the President and Board of Trustees have determined that the amendments satisfy the standards set forth in Section 14-605 of the Zoning Code applicable to amendments to the text of the Zoning Code;

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

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

Section 2. Amendment of Zoning Code Section 16-102 (Definitions). The Board of Trustees, pursuant to the authority granted to it by the laws of the State of Illinois and by Article XIV, Part VI of the Zoning Code, hereby amends Subsection M of

Section 16-102, titled "Definitions," of the Zoning Code to add a definition of "Medical Cannabis Dispensary" as follows:

16-102: DEFINITIONS

\* \* \*

M. When used in this Code, the following terms shall have the meanings herein ascribed to them:

\* \* \*

MEDICAL CANNABIS DISPENSARY. A medical cannabis dispensing organization as defined in the Illinois Compassionate Use Of Medical Cannabis Pilot Program Act.

Section 3. Amendment of Zoning Code Section 5-105 (C-3 District Special Uses). The Board of Trustees, pursuant to the authority granted to it by the laws of the State of Illinois and by Article XIV, Part VI of the Zoning Code, hereby amends Section 5-105, titled "Special Uses," of the Zoning Code to add a Medical Cannabis Dispensary as a special use, as follows:

C. Services.

C-1 C-2 C-3 C-4

\_\_\_ A medical cannabis dispensary, but not on any zoning lot with a side lot line that abuts a lot classified in any residential district.

S

Section 4. Amendment of Zoning Code Section 7-105 (I-1 District Special Uses). The Board of Trustees, pursuant to the authority granted to it by the laws of the State of Illinois and by Article XIV, Part VI of the Zoning Code, hereby amends Section 7-105, titled "Special Uses," of the Zoning Code to add a Medical Cannabis Dispensary as a special use, as follows:

E. Services.

\_\_\_ A medical cannabis dispensary, but not on any zoning lot with a side lot line that abuts a lot classified in any residential district.

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

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2014.

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

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

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

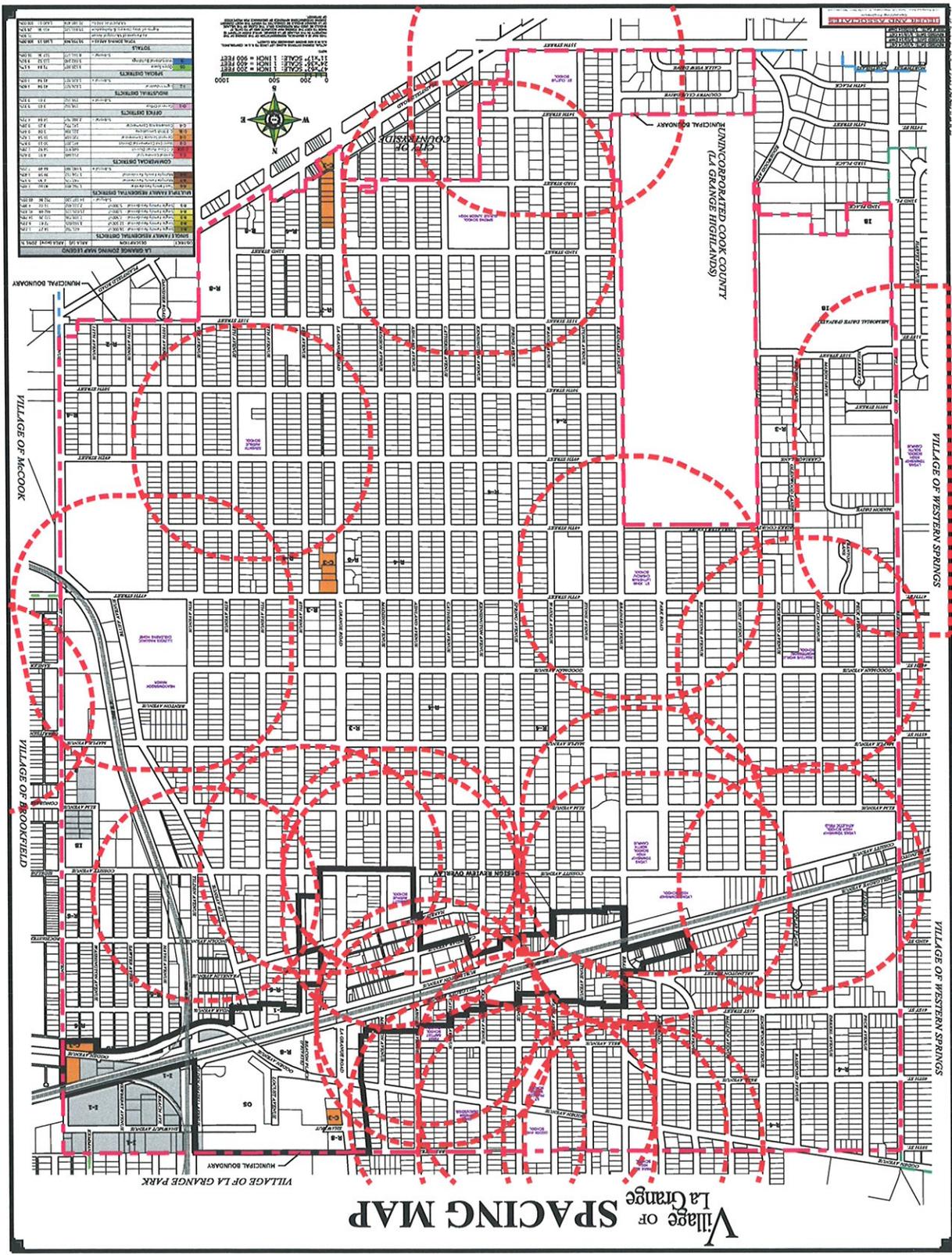
APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Thomas Livingston, Village President

ATTEST:

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

5-05



**FINDINGS OF FACT**

**PLAN COMMISSION**

**OF THE VILLAGE OF LA GRANGE**

President Livingston and  
Board of Trustees

March 11, 2014

**RE: PLAN COMMISSION CASE #215 – Amendment to the text of the Zoning Code relating to the new Illinois law regarding medical cannabis, Village of La Grange.**

We transmit for your consideration the recommendations of the Plan Commission of the Village of La Grange for a proposed amendment to the text of the Zoning Code.

**I. THE APPLICATION**

Village Staff and the Village Attorney have reviewed the “State Act for Compassionate Use Medical Cannabis Pilot Program” and drafted text amendments to the C-3 General Service Commercial Service District, I-1 Light Industrial District and the Definitions Section of the Zoning Code regarding medical cannabis dispensaries.

**II. THE PUBLIC HEARING**

After due notice given in accordance with law, the Plan Commission held a public hearing on March 11, 2014, in the La Grange Village Hall Auditorium. Present were Commissioners Egan, Reich, Weyrauch and Williams, with Chairman Kardatzke presiding. Also present were Village Clerk John Burns, Community Development Director Patrick D. Benjamin, Assistant Community Development Director Angela M. Mesaros and Village Attorney Mark Burkland.

Chairman Kardatzke introduced the public hearing and administered an oath to all persons in attendance who desired to give testimony during the hearing. Staff and the Village Attorney presented a summary of the State Act, a spacing map exhibit, and proposed zoning amendments.

Chairman Kardatzke solicited questions from the Commissioners:

- Chairman Kardatzke asked if it would be possible to sell medical cannabis within a pharmacy. Attorney Mark Burkland explained that according to the State Act, only facilities licensed by the State and exclusively devoted to medical cannabis would be allowed to sell. The “registered qualifying patients” must go to specific dispensaries assigned at particular locations. Mr. Burkland explained that the Act allows for 22 dispensaries across the State and only one within a geographical region of four townships that includes La Grange.

- Commissioner Williams asked about the type of entity dispensaries would sell. Mr. Burkland explained that the medical cannabis dispensing organizations require a rigorous background check and application fees are very expensive for licensing with an annual fee as well. The product that comes to the dispensary is sealed and ready to sell. The hours of operation are limited by the State to 6 a.m. to 8 p.m. at the most. Signage and advertising are also restricted with no consumption permitted on the premises.
- Commissioner Reich asked about the cost of the product. Mr. Burkland stated he is not sure to some extent that will be determined by the market. Taxes will be on the cultivation centers and not the dispensaries at this point.
- Commissioner Reich asked if a dispensing organization could be part of an existing building. Mr. Burkland stated that yes, however, the full operation within that space would be dispensing.
- Commissioner Weyrauch asked about the typical size of the dispensary and what it would look like. The answer that it is a typical storefront, but Staff is not prepared to answer the size.
- Commissioner Egan asked which areas would be allowed. Answer: The areas in color on the spacing map, within only the C-3 and the I-1 Districts.
- Mr. Benjamin asked what happens if someone would want to locate a daycare center next to a dispensary. Mr. Burkland stated that if the dispensary were there first, it could remain.
- Commissioners discussed whether or not this use should be permitted to locate directly next to a residential property.
- Chairman Kardatzke asked about signage on a dispensary. Mr. Burkland stated that yes, signs are permitted, and however, there is no need to advertise since only qualified individuals can go within the facility.
- Commissioner Egan asked if neighbors would receive notice of a public hearing if this were classified as a special use. The answer is yes. Mr. Burkland cautioned

however, that determining it is okay to have a special use means that the Village has to be open to the use in that location.

- Commissioner Weyrauch asked about sales tax. Mr. Burkland stated that he has not seen a regulation that would allow non-home rule communities to tax.
- Chairman Kardatzke asked if CVS and Walgreens could challenge the pilot act and ask that dispensaries be located within their stores. Mr. Burkland stated that they could challenge the law.

Chairman Kardatzke solicited comments and questions from the audience:

- Tanya Griffin, Growth Management Consulting and Marketing of Western Springs, stated that her group owns a number of companies that are interested in opening a dispensing organization in the La Grange area. They currently have five pharmacies, home health centers, et cetera. They would like to open a wellness center with approximately 1,400-2,000 square feet at a facility similar in size to a Starbucks. She stated that a dispensary is an expensive endeavor, an interested party would need an escrow of \$400,000 up front to prove they are financially able. Visibility and accessibility are very important. This use is not about “pot smokers”, but a very different picture than Colorado. Illinois would be the most highly regulated state in the Union as far as dispensing facilities more similar to Connecticut. This use would only be for severe chronic illness sufferers in Illinois. This four year pilot program would be regulated to approximately ten thousand patients, not paid for by medical insurance. However, if restrictions are loosened to provide for “chronic pain” in the future, you may see more patients eligible for medical cannabis.

Chairman Kardatzke solicited comments and questions from the Commissioners:

- Commissioner Weyrauch stated that she does not believe this use would be any different from a medical equipment store front such as wheelchair sales.
- Commissioner Reich stated that he believes that this use should be out on La Grange Road where it is visible and not tucked away in a corner such as the industrial area.
- Commissioner Weyrauch stated that she would be more concerned if a dispensary were tucked away in the Industrial District more so than if the facility were located on La Grange Road.

- Commissioners discussed limitations on adjacencies to residential properties.

There being no further questions or comments from the audience or the Commissioners, a motion was made by Commissioner Reich, seconded by Commissioner Williams, that the Plan Commission recommend to the Village Board of Trustees Approval of the recommendation to add a special use category in the C-3 General Service Commercial District and in the I-1 Light Industrial District as well as a definition for a “Medical Cannabis Dispensary” with the added provision that a dispensary may not be located directly next to a residential property.

Motion to APPROVE Carried by a roll call vote (5/0/2):

AYE            Egan, Reich, Weyrauch, Williams, and Chairman Kardatzke.

NAY:            None.

ABSENT:        Paice, Stewart.

BE IT THEREFORE RESOLVED that the Plan Commission recommends to the Village Board of Trustees approval of an amendment to Section 16-102 Definitions and to Section 5-105, to add a special use category in C-3 District and Section 7-105 to add a special use I-1 District for medical cannabis dispensary as presented and described in Plan Commission Case #215 with the above provisions.

Respectfully Submitted,

PLAN COMMISSION

OF THE VILLAGE OF LA GRANGE



Wayne Kardatzke, Chairman

VILLAGE OF LA GRANGE  
RESOLUTION NO. R-13-03

A RESOLUTION REGARDING ZONING RESTRICTIONS  
ON CANNABIS DISPENSARIES AND RELATED FACILITIES

WHEREAS, the Village of La Grange has a long tradition of using its zoning and planning authority to ensure that compatible uses are maintained in its various neighborhoods; and

WHEREAS, the Illinois General Assembly is considering legislation (the "Proposed Law") that would authorize patients who have been diagnosed by a physician as having a debilitating medical condition, as defined by the Proposed Law, to use cannabis without being subject to arrest, prosecution, or denial of any right or privilege for that medical use of cannabis; and

WHEREAS, under the Proposed Law, medical cannabis organizations ("*Distribution Facilities*") may be authorized to grow, harvest, and distribute cannabis; and

WHEREAS, the Proposed Law may provide that only one Distribution Facility will be permitted by the State to operate within each Illinois Senate District; and

WHEREAS, the La Grange Zoning Code (the "*Zoning Code*") does not plainly address uses that would encompass Distribution Facilities or related operations; and

WHEREAS, if the Proposed Law is approved, then the Village will not be immediately equipped to handle zoning requests from Distribution Facilities; and

WHEREAS, the President and Board of Trustees of the Village of La Grange have determined that it is in the best interest of the Village and its residents to direct the Village staff and the La Grange Plan Commission to evaluate the classification of Distribution Facilities and recommend to the Board of Trustees whether and where Distribution Facilities should be considered as a "special use" under the Zoning Code as well as such other regulations as may be necessary, important, or beneficial to the Village and its residents;

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

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

Section 2. Direction To Staff and Plan Commission; Notice To Public. If the Proposed Law, or any similar law, is approved by the Illinois General Assembly and signed into law by the Governor, then the Village staff and Plan Commission are hereby directed (a) to hold a public hearing on the matter of whether and where the Zoning Code should be amended to include Distribution Facilities as a special use and other regulations as may be necessary, important, or beneficial and (b) make a recommendation to the Board of Trustees regarding these matters along with any other conditions that should be attached to the zoning of Distribution Facilities. The notice of the public hearing must be given as required by law within 120 days after the effective date of the Proposed Law or any similar law. The public is deemed to have notice that the Village is considering a Zoning Code amendment regarding Distribution Facilities as of the effective date of this Resolution.

Section 3. Effective Date. This Resolution will be in full force and effect on its passage and approval.

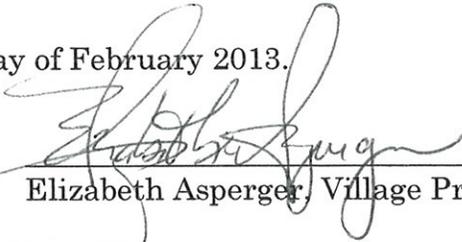
PASSED this 11<sup>th</sup> day of February 2013.

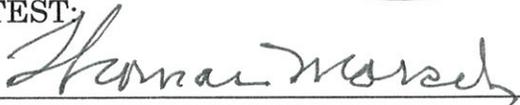
AYES: TRUSTEES HORVATH, PALERMO, HOLDER, LANGAN, KUCHLER AND NOWAK

NAYS: - 0 -

ABSENT: - 0 -

APPROVED this 11<sup>th</sup> day of February 2013.

  
Elizabeth Asperger, Village President

ATTEST:  
  
Thomas Morsch, Village Clerk

## STAFF REPORT

### PC Case #215

TO: Plan Commission

FROM: Patrick D. Benjamin, Community Development Director  
Angela Mesaros, Assistant Community Development Director  
Mark Burkland, Village Attorney

DATE: March 11, 2014

**RE: ZONING TEXT AMENDMENT – Medical Cannabis Dispensaries.**

---

#### I. BACKGROUND

The State of Illinois in August 2013 enacted the Compassionate Use of Medical Cannabis Pilot Program Act pertaining to the cultivation and dispensing of medical marijuana. The State Act became effective January 1, 2014. In anticipation of this legislation, the Village Board adopted a resolution announcing that Village Staff and the Plan Commission would study zoning standards for these new medical cannabis facilities.

This Staff Report and the draft amendments to the Zoning Code address only medical cannabis dispensaries. Dispensaries are the places throughout the State that will be licenses to sell medical cannabis products to persons who have been qualified by the State to consume those products. The State Act authorizing the licensing of 60 medical cannabis dispensaries, in specific locations. For example, the State Act and the regulations issued under it by the Illinois Department of Financial and Professional Regulation (the “IDFPR”) provide for one dispensary in Lyons Township, Lemont Township, or Palos Township.

This Staff Report and the draft amendments do not address cultivation centers where medical cannabis may be grown and packaged for sale, because there is no place in La Grange where a cultivation center can be located under the strict siting limitations in the State Act.

The State Act strictly limits the authority of municipalities to regulate medical cannabis dispensaries. As for zoning regulations, the State Act a municipality may not “unreasonably prohibit” a dispensary. The IDFPR regulation amplifies that standard. Municipalities may not enact any ordinance or regulation that:

*conflict with the Act . . . or would otherwise impede or place unreasonable restrictions on the location of dispensaries contrary to the mandate of the Act that dispensing organizations shall be geographically dispersed throughout the State . . .*

For example, La Grange may not ban dispensaries if there is a reasonable place for it to be located within La Grange. There is no certainty about the meaning of “unreasonable” in the State Act. Also for example, La Grange may not impose very strict separation requirements or hours of operation that would unreasonably inhibit a dispensary’s business. (Attached to this Staff Report is a summary prepared by the Village Attorney, as background information.)

Village Staff and Village Attorney have carefully studied the State Act and the entirety of the Village in determining what draft text amendments to prepare for the Plan Commission’s consideration. The many factors we considered included the criteria in the State Act, general planning principles, and general impacts on residential areas that may be anticipated to arise from the operation of a dispensary, vehicular and pedestrian traffic, parking, and potential benefits to La Grange.

Village Staff also reviewed proceedings and ordinances from municipalities throughout the Chicago region.

At the public hearing Village Staff and Village Attorney will present and discuss a spacing map, the draft Zoning Code text amendments, the findings from other municipalities, and some general planning principles.

The spacing map is attached to this Staff Report. The draft amendments also are attached to this Staff Report in the form of a draft ordinance.

## II. PROPOSED AMENDMENTS

### A. Definition of Dispensary

The term “medical cannabis dispensary” needs to be defined. The proposed definition simply refers to the definition included in the State Act. There is no benefit to La Grange in drafting its own definition.

### B. C-3 General Service Commercial District

The draft amendment include a placeholder for authorizing a medical cannabis dispensary as a special use in the C-3 General Service Commercial District. The C-3 District is located (1) at the northwest and southwest corners of Ogden Avenue and East Avenue, (2) at the southeast corner of 47th Street and La Grange Road, (3) on the former site of the YMCA, and (4) at La Grange Road south of 51st Street.

The Village Staff recommends that the dispensary be classified as a special use rather than a permitted use so that matters that could affect surrounding land uses, such as parking, can be considered at a public hearing.

The dispensary would not be allowed on a zoning lot abutting a lot classified in any residential zoning district. This is not a requirement under the State Act, but one that the Village Staff and Village Attorney believe is appropriate for the Plan Commission's consideration.

At the public hearing the Village Staff and Village Attorney will explain the considerations that led to this placeholder.

The Plan Commission should consider whether certain areas within the C-3 District would be suitable for a medical cannabis dispensary.

C. I-1 Light Industrial District

The draft amendment also includes a placeholder for authorizing a medical cannabis dispensary as a special use in the I-1 Limited Industrial District, which is located generally west of Bluff Avenue between 47th Street and the north boundary of La Grange.

As with the C-3 District, the dispensary would not be allowed on a zoning lot abutting a lot classified in any residential zoning district. This limitation would significantly limit the areas within the I-1 District where a dispensary could be located.

At the public hearing, the Village Staff and Village Attorney will explain other limitations that affect the I-1 District.

The Plan Commission should consider whether certain areas within the I-1 District would be suitable for a medical cannabis dispensary.

D. Other Locations

The Village Staff and Village Attorney thoroughly studied whether a medical cannabis dispensary could be located in other places. There are very few available places. For example, the O-1 General Office District near La Grange Hospital at 47th Street and Gilbert Avenue seemed logical, but all of the O-1 zoned property is located within 1,000 feet of the Lyons Township High School south campus and thus a dispensary is prohibited under the State Act.

The State Act's 1,000-foot separation requirement affects the vast majority of lots in La Grange.

### III. AMENDMENT CRITERIA

As set forth in Section 14-605 of the Zoning Code, the standards applicable to an amendment of general applicability are as follows:

1. *The consistency of the proposed amendment with the purposes of this Code.*

Among the purposes of the Zoning Code as stated in Section 1-102 are (a) to protect the public health, safety, and morals, and the general welfare of the Village, (b) establish a rational pattern of land uses and encourage the most appropriate use of individual parcels of land in the Village, and (c) encourage compatibility between different land uses.

The Village Staff believes that any of the draft amendments, in some form or another would be consistent with the intent and purposes of the Zoning Code.

2. *The community need for the proposed amendment and for the uses and development it would allow.*

There is widely varying opinions as to whether a medical cannabis dispensary fulfills a particular need in the community or is beneficial to a community because it will attract people who would frequent other businesses. The Village Staff has reviewed the Act and believes that the draft amendments include locations where a dispensary may be appropriate, without harming the essential character of the Village or any of its zoning districts.

#### **IV. RECOMMENDATION**

The Village Staff recommends that the Plan Commission review the draft amendments and determine where, if anywhere, it would be appropriate authorize a medical cannabis dispensary as a special use.



out the purposes of and to enforce the provisions of this Section.

(3) Medical cannabis shall in no event be dispensed more frequently or in larger amounts than permitted under this Act.

Section 140. Local ordinances. A unit of local government may enact reasonable zoning ordinances or resolutions, not in conflict with this Act or with Department of Agriculture or Department of Public Health rules, regulating registered medical cannabis cultivation center or medical cannabis dispensing organizations. No unit of local government, including a home rule unit, or school district may regulate registered medical cannabis organizations other than as provided in this Act and may not unreasonably prohibit the cultivation, dispensing, and use of medical cannabis authorized by this Act. This Section is a denial and limitation under subsection (i) of Section 6 of Article VII of the Illinois Constitution on the concurrent exercise by home rule units of powers and functions exercised by the State.

Section 145. Confidentiality.

(a) The following information received and records kept by the Department of Public Health, Department of Financial and Professional Regulation, Department of Agriculture, or Department of State Police under their rules for purposes of administering this Act are subject to all applicable federal

dispensing organizations.

(a) The Department of Financial and Professional Regulation shall implement the provisions of this Section by rule.

(b) A dispensing organization shall maintain operating documents which shall include procedures for the oversight of the registered dispensing organization and procedures to ensure accurate recordkeeping.

(c) A dispensing organization shall implement appropriate security measures, as provided by rule, to deter and prevent the theft of cannabis and unauthorized entrance into areas containing cannabis.

(d) A dispensing organization may not be located within 1,000 feet of the property line of a pre-existing public or private preschool or elementary or secondary school or day care center, day care home, group day care home, or part day child care facility. A registered dispensing organization may not be located in a house, apartment, condominium, or an area zoned for residential use.

(e) A dispensing organization is prohibited from acquiring cannabis from anyone other than a registered cultivation center. A dispensing organization is prohibited from obtaining cannabis from outside the State of Illinois.

(f) A registered dispensing organization is prohibited from dispensing cannabis for any purpose except to assist registered qualifying patients with the medical use of cannabis

Professional Regulation in real-time.

(c) A registered cultivation center may not be located within 2,500 feet of the property line of a pre-existing public or private preschool or elementary or secondary school or day care center, day care home, group day care home, part day child care facility, or an area zoned for residential use.

(d) All cultivation of cannabis for distribution to a registered dispensing organization must take place in an enclosed, locked facility as it applies to cultivation centers at the physical address provided to the Department of Agriculture during the registration process. The cultivation center location shall only be accessed by the cultivation center agents working for the registered cultivation center, Department of Agriculture staff performing inspections, Department of Public Health staff performing inspections, law enforcement or other emergency personnel, and contractors working on jobs unrelated to medical cannabis, such as installing or maintaining security devices or performing electrical wiring.

(e) A cultivation center may not sell or distribute any cannabis to any individual or entity other than a dispensary organization registered under this Act.

(f) All harvested cannabis intended for distribution to a dispensing organization must be packaged in a labeled medical cannabis container and entered into a data collection system.

(g) No person who has been convicted of an excluded offense

# Holland & Knight LLP

## SUMMARY OF KEY DRAFT ADMINISTRATIVE RULES FOR MEDICAL CANNABIS DISPENSARIES AND CULTIVATION CENTERS

The Illinois Department of Financial and Professional Regulation (“DFPR”) and the Illinois Department of Agriculture (“DOA”) released draft administrative rules for the operation of Medical Cannabis Dispensing Organizations (a/k/a dispensaries) and Cultivation Centers on February 7. The departments are receiving public comment on these rules through February 27. The draft rules are available at the following URL:

<http://www2.illinois.gov/gov/mcpp/Pages/update-02072014.aspx>.

Section 140 of the Illinois Compassionate Use of Medical Cannabis Act limits the ability of municipalities to locally regulate cultivation centers and dispensaries. Municipalities, including home-rule units, may not unreasonably prohibit these facilities or otherwise regulate them in a manner inconsistent with the Act.

Some of the draft rules may affect municipalities’ regulatory authority. Here is a short summary of several key provisions of the draft rules and their potential impacts:

### DISPENSARIES

#### Section 1290.20 Dispensing Organization Districts

Rule 1290.20 allocates the 60 dispensary registrations permitted by the Act throughout the State as follows:

- The City of Chicago is allocated 13 dispensaries. (a)(4)
- Portions of Cook County outside of Chicago are allocated 11 dispensaries distributed by groups of townships. A municipality that sits in two townships that belong to separate township groups could conceivably end up with two dispensaries. (a)(3)
- Eight “collar counties” in the Chicago metropolitan area (excluding Cook) are allocated 15 dispensaries. (a)(2)
- All other portions of the State outside of the Chicago metropolitan area are allocated 21 dispensaries. (a)(1)

#### Section 1290.50 Dispensary Organization – Application for Authorization

On its application for a dispensary, an applicant must provide a copy of the local zoning ordinance and “verification from the local zoning office that the proposed dispensary location is in compliance with the local zoning rules or restrictions.” (b)(14).

If that zoning ordinance classifies a dispensary as a conditional or special use, then the applicant will not be able to provide the required verification until the applicant has gone through the zoning approval process.

### Section 1290.80 Fees

The initial application fee for an authorization to operate a dispensary is \$5,000. Once an authorization has been granted, the applicant must pay the DFPR an initial \$30,000 registration fee, with an annual \$25,000 renewal fee to open and operate the dispensary.

### Section 1290.100 Dispensary Organization - Registration Process

After receiving authorization from the DFPR, the applicant must submit a registration packet to the DFPR within 120 days. This section also notes that one entity may operate both a cultivation center and a dispensary.

### Section 1290.110 Dispensary Organization - Registration Requirements

An applicant's registration packet must include, among other information, documentation showing that the host municipality has authorized the dispensary including a certificate of occupancy and any special zoning approvals. This requirement presumes that an applicant must have obtained all zoning approvals and completed construction within four months after receiving its initial authorization from the DFPR. The draft rules do not provide a means to extend the 120-day submission period. This deadline may not be realistic given local zoning and building approval timelines.

In addition, applicants are required to provide the DFPR with financial security in the amount of \$50,000, either in cash or by a surety bond. The DFPR may withhold a registration based on the applicant's inability to comply with the requirements of Section 140 of the Act regarding compliance with local ordinances.

### Section 1290.190 Operational Requirements

This section imposes a number of operational restrictions on dispensing organizations, including the following:

- No on-site use or consumption of cannabis is permitted. (f)
- Dispensaries must maintain compliance with local zoning ordinance and regulations. (g)
- Drive through windows are not permitted. (l)(4)
- Home delivery of medical cannabis is not allowed. (l)(5)
- Hours of operation are limited to between 6 a.m. and 8 p.m. (k)

Many communities have considered more restrictive hours of operation for dispensaries. This section, along with Section 1290.298 below, may limit a municipality's ability to impose those restrictions.

### Section 1290.220 Security Requirements

This section includes detailed requirements for alarm systems, surveillance camera systems, and security protocols to be installed and adopted by dispensaries. The draft rules also require that local law enforcement agencies be able to access dispensaries' video surveillance system feeds through a "secure web-based portal" (see definition of "Monitoring" in Section 1290.10).

### Section 1290.298 Zoning Rules Related to Dispensary

This section prohibits municipalities from enacting zoning ordinances and regulations that “conflict with the Act or this Part, that concern or address issues or subject matters that are within the regulatory jurisdiction of the Division, or that would otherwise impede or place unreasonable restrictions on the location of dispensaries contrary to the mandate of the Act that dispensing organizations shall be geographically dispersed throughout the State....”

Each municipality will have to determine whether its local regulations or operational conditions on dispensaries are “in conflict” with the Act or the DFPR’s rules. Imposing stricter hours of operation or distance/separation requirements may be considered a conflict.

### Section 1290.500 Confidentiality

The DFPR is required to keep all information collected from an applicant confidential, including security information disclosed in the application and floor plans submitted as part of the application process. The DFPR may share selected information with local law enforcement agencies.

Notably, Section 145 of the Act exempts information and records kept by the DFPR from disclosure under FOIA, but it does not deal with information submitted to local municipalities as part of a zoning application or building permit.

## **CULTIVATION CENTERS**

### Section 1000.25 Operation of a Cultivation Center

- A single entity or person may hold no more than three cultivation center permits. (d)
- Cultivation center operators must provide the DOA with financial security in the form of a \$2,000,000 cash escrow or surety bond. (f)

### Section 1000.100 Permit Application

On its application for a cultivation center, an applicant must provide a copy of the local zoning ordinance and “verification from the local zoning authority that the proposed cultivation center is in compliance with the local zoning rules.” (d)(16).

This provision raises the same timing question as the DFPR’s rules for dispensaries.

### Section 1000.120 Fees

Applicants are required to pay the DOA the following fees:

- A \$25,000 application fee (a)(1)
- An initial permit fee of \$200,000 (a)(1)
- An annual permit renewal fee of \$100,000 (a)(2)

Section 1000.130 Denial of Cultivation Center Application / Suspension or Revocation of Permit

A permit for a cultivation center may be denied for non-compliance with local zoning rules issued in accordance with Section 140 of the Act.

Section 1000.210 Cultivation Center Facility Plans and Specifications

In addition to the 2,500 foot separation requirement from schools, day care centers, or areas zoned for residential use, no cultivation center may be located closer than 1,000 feet from another cultivation center or a dispensary. (a)(1)

This is the only distance/separation requirement in the proposed rules that does not also appear in the Act.

Section 1000.215 Measuring Distances

This section clarifies that all distance requirements in the Act should be measured in a lineal fashion as the shortest distance between any of the property lines of the applicable locations.

Section 1000.425 Advertising

Cultivation centers are prohibited from advertising through any public medium.

Although there is no ban on exterior signage for cultivation centers in the Act or the draft rules, a municipality could argue that any signage beyond a simple address and identification sign would constitute advertising to the public and therefore prohibit it.

Section 1000.440 Cultivation Center Security

Cultivation centers are required to provide current copies of their floor plans to the Illinois State Police and local law enforcement agencies.

Section 1000.445 Electronic Security System

Cultivation centers are required to install and maintain a closed circuit TV surveillance system that monitors and records all building entrances and exits, all parking areas, rear alley areas, and entire inside of the facility. Local law enforcement agencies must have access to the security system through a secure web-based portal.

Section 1000.455 Hours of Operation

Cultivation centers may operate 24 hours a day. Cultivation centers may conduct deliveries throughout the day but not between the hours of 9:00 p.m. and 7:00 a.m. As with dispensaries, it is unknown whether municipalities will be allowed to limit the hours of operation of a cultivation center beyond what is permitted by this section.

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: May 12, 2014

RE: **GEOGRAPHIC INFORMATION SYSTEMS (GIS)**  
**(1) MEMBERSHIP AGREEMENT GIS CONSORTIUM**  
**(2) PROFESSIONAL SERVICES AGREEMENT - MUNICIPAL GIS**  
**PARTNERS**

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Staff has identified and recommended the implementation of a Geographic Information System (GIS) in the proposed FY2014-15 budget to address several current technology needs, such as the need for mapping of Village utilities, as well as to create efficiencies across multiple Village Departments through the shared use of technology. The purpose of this memorandum is to provide a brief description of GIS, discuss current mapping and technology needs, and provide a recommended solution and implementation plan for GIS.

**Background**

A geographic information system (GIS) integrates hardware, software, and data for capturing, managing, analyzing, and displaying all forms of geographically referenced information. Put simply, GIS is the technological integration of data and geography. Almost all services a municipality performs are geographically based. Permits, snow plowing, capital improvements, emergency response, water billing, garbage pickup, and other service requests are based on a geographical location such as an address, PIN or a street. The most basic way a municipality uses GIS is to identify where something is located, for example a water main or sewer. As GIS systems become more sophisticated, complex geographical data is analyzed for trends to assess difficult issues such as crime statistics and deploying resources based on this assessment.

While all Village Departments use a form of GIS, the most pressing need for GIS in La Grange is for utility mapping. Currently the Public Works Department relies on paper copies of various utility atlases to locate and assess the water, sewer and street lighting utilities throughout the Village. Updates to utilities are marked on multiple paper copies of these various atlases and are not shared across the organization as there is not a centralized database. Previously the Village relied on outside consultants to manage this

information; however this model has proved to be lacking due to data ownership, technology limitations and cost issues.

The implementation of a GIS program will eventually centralize mapping functions across Village Departments. Examples include the Police Department dispatch mapping functions, water and sewer atlases in Public Works, and zoning maps in Community Development. In addition to centralizing database management and mapping functions, a GIS program would result in better record keeping, improved organizational integration, consolidation, efficiencies, better decision making, and improved customer service. Another immediate benefit is that a GIS system would change the data storage model from consultants to the Village. For these reasons staff recommends transitioning to a centralized GIS model for the Village's database and mapping needs.

**Municipal Consortium Model**

The GIS Consortium (GISC) is a group of local communities working together to develop geographic information systems solutions. It was established with the goal of investigating existing approaches to GIS in local government and integrating best practices into a unified model. The Consortium can be likened to dispatch consolidation or IRMA in that every member community is a member of the Board of Directors. The Board employs a service provider, Municipal GIS Partners (MGP), to carry out the work and the GIS solutions are shared across the membership. A Specialist is assigned to work in each municipality and is supported by additional and higher level technical staff located off-site.

The Consortium was created in 1999 to share GIS staffing resources between municipalities and has grown to its current membership of the following 23 municipalities. The Consortium has a perfect membership retention history and we consider this evidence that the model is efficient and effective.

<b>GISC Member Communities</b>		
City of Highland Park	Village of Glenview	Village of Wheeling
Village of Glencoe	Village of Winnetka	Elk Grove Village
City of Park Ridge	Village of Skokie	Village of Riverside
Village of Lincolnshire	Village of Lincolnwood	Village of Oak Brook
City of Des Plaines	Village of Morton Grove	City of Lake Forest
Village of Deerfield	Village of Norridge	Village of Mundelein
Village of Tinley Park	Village of Northbrook	Village of Woodridge
Village of Buffalo Grove	Village of Glen Ellyn	

Under this model, each municipality has a GIS Specialist assigned to it and that individual is located at the municipality when working. Each member determines the level of support needed from the Specialist and the costs are based on the percentage of time assigned. In La Grange's case, a Specialist would be assigned at a 20% level or one day a week. The model is setup so that funding is shared across the Consortium and is

based on the geographical size of the municipality. For example, Highland Park, Des Plaines, Tinley Park, and Lake Forest have a 100% allocation. Even though La Grange has a smaller allocation and less cost, the Village benefits as the technology developed by all other members are accessible to the Village. In addition to the assigned Specialist, La Grange would also be supported by a GIS manager, data administrator, developer, coordinator, and analyst.

Staff recommends the shared consortium model for implementing this program as it allows the Village to implement a needed, complicated technology at a fraction of the cost compared to in-house staffing options. Additionally the shared Consortium model provides a proven, shared, intergovernmental solution that can be quickly developed, deployed and used across the entire organization. The other option to consider would be to utilize outside consultants for this service. Staff does not recommend this option due to past experience and anticipated higher costs.

**Implementation**

Staff has proposed in the FY2014-15 budget that the cost for implementing the GIS system be shared between the Water (\$35,000) and Sewer (\$15,000) funds to address the need for utility mapping. The proposed five year budget is as follows:

	2014	2015	2016	2017	2018
GIS	48,717	42,408	44,341	46,370	48,501

The service provider contract with Municipal GIS Partners in the first year is in an amount not-to-exceed \$37,964. Other costs included in the GIS budget include an initiation fee, as well as software and hardware costs. The higher cost in the first year is due to a required \$4,000 initiation fee into the Consortium. This budget also reflects using cloud based services to reduce software and hardware costs.

Anticipated future savings can be characterized into two categories: cost offsets and cost efficiencies. Cost offsets are activities that are currently being performed that will be replaced by GIS. Examples of these cost offsets include (1) updates to utility atlases, (2) publication of a zoning map, (3) mapping for 911 dispatch and (4) creation of various maps by outside consultants. If a Village wide GIS system were to be implemented, over time other existing expenses such as the creation of zoning maps would be folded into the GIS budget. We anticipate that roughly 40% of the program expenses will be cost offsets.

Cost efficiencies are gains in productivity as the result of GIS implementation. For example, we anticipate less time marking utilities as utility atlas information becomes more accurate. Additionally, many resident inquiries that were previously answered by staff such as garbage pickup day, zoning information, and other general property information could be provided on-line with a GIS mapping tool. While we anticipate efficiencies to be created, we do not anticipate a corresponding reduction in staffing as

many tasks have been delayed due to work order prioritization. This system will assist existing Public Works staff in meeting current operational needs while continuing to operate with one full-time vacancy as part of the cost containment plan. Calculating the amount of these savings will be tracked and estimated as part of the program implementation and this information will be provided to the Village Board.

In order to participate in the GISC, a membership agreement with the GISC is required as well as an agreement with the Municipal GIS Partners, the service provider to the GISC. These agreements are attached for your consideration. For the reasons outlined above, staff recommends the implementation of GIS in La Grange and approval of the attached agreements.

MEMBERSHIP AGREEMENT FOR A GEOGRAPHIC  
INFORMATION SYSTEM CONSORTIUM

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between the municipalities that have executed this Agreement pursuant to its terms (all municipalities are collectively referred to as "Parties").

WITNESSETH:

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and Section 3 of the Illinois Intergovernmental Cooperation Act authorize and encourage the entering into of Intergovernmental Agreements between units of local government;

WHEREAS, the Parties desire to enter into an Intergovernmental Agreement setting forth the responsibilities of the Parties with regard to the operation of a consortium to develop and share geographic information system information;

WHEREAS, the Parties desire to limit the cost of developing geographic information systems for their communities by participating in group training, joint purchasing and development and innovation sharing;

NOW, THEREFORE, in consideration of the mutual covenants of this Agreement and other good and valuable consideration, the Parties agree as follows:

I. General Purpose

The general purpose of this Agreement is to provide for an organization through which the Parties may jointly and cooperatively procure professional services for the establishment,

operation and maintenance of a geographic information system for the use and benefit of the Parties.

## II. Construction and Definitions

Section 1. The language in the text of this Agreement shall be interpreted in accordance with the following rules of construction:

- (a) The singular number includes the plural number and the plural the singular,
- (b) The word "shall" is mandatory; the word "may" is permissive; and
- (c) The masculine gender includes the feminine and neuter

Section 2. When the following words and phrases are used, they shall, for the purposes of this Agreement, have the meanings respectively ascribed to them in this Section, except when the context otherwise indicates.

- (a) "GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM" or "GISCon" means the organization created pursuant to this Agreement.
- (b) "GIS," means geographic information system.
- (c) "BOARD" means the Board of Directors of GISCon, consisting of one (1) Director (and one (1) alternate Director) from each governmental unit, which is a member of GISCon.
- (d) "CORPORATE AUTHORITIES" means the governing body of the member governmental unit.
- (e) "MEMBER" means a Governmental Unit, which enters into this Agreement and is, at any specific time not in default as set forth in this Agreement.
- (f) "FORMER MEMBER" means any entity, which was once a Member, but has either withdrawn from GISCon or whose membership was terminated pursuant to this Agreement.
- (g) "UNIT OF LOCAL GOVERNMENT" or "GOVERNMENTAL UNIT" means and includes any political subdivision of the State of Illinois or any department or agency of the state government or any city, village or any taxing body.

- (h) "SOFTWARE" means computer programs, form designs, user manuals, data specifications and associated documentation.
- (i) "SERVICE PROVIDER" means any professional services firm(s) that GISCon designates as the firm(s) to establish, operate, maintain or support geographic information systems, for the Members.
- (j) "SECONDARY SERVICE PROVIDER" means a Service Provider not limited to a supplier of software, hardware, mapping or other services.
- (k) "INTELLECTUAL PROPERTY" means any and all software, data or maps generated by or for GISCon. Such intellectual property shall be considered privileged and confidential trade secrets and shall constitute valuable formulae, design and research data or which Members have given substantial consideration.

### III. Membership

Section 1. Any Governmental Unit may be eligible to become a member of GISCon.

Section 2. A Governmental Unit desiring to be a member shall execute a counterpart of this Agreement and shall pay initial membership dues of a minimum of Four Thousand Dollars (\$4,000) and a maximum of Twenty Thousand Dollars (\$20,000) to be pro-rated in accordance with the formula contained in Exhibit A. Payment shall be made to the Treasurer of GISCon to offset the cost of the legal and administrative expenses of the formation, operation and administration of GISCon.

Section 3. Members shall enter into a GIS service contract, with the Service Provider substantially conforming with the agreement attached in Exhibit B or as modified by the GISCon Board, within one (1) year of signing this Agreement. Members are expected to enter into any agreements with Secondary Service Providers deemed necessary for the functioning of GISCon within a reasonable time as determined by the Board of Directors. Members shall be subject to the provisions of this Agreement, including but not limited to Article XIV.

Section 4. Any Governmental Unit desiring to enter into this Agreement may do so by the duly authorized execution of a counterpart of this Agreement by its proper officers. Thereupon, the clerk or other corresponding officer of the Governmental Unit shall file a duly executed copy

of the Agreement, together with a certified copy of the authorizing resolution or other action, with the GISCon President. The resolution authorizing the execution of the Agreement shall also designate the first Director and alternate for the Member.

Section 5. The Charter Members shall be the Members consisting of Glencoe, Highland Park, Lincolnshire and Park Ridge.

Section 6. Any Member joining GISCon agrees, upon joining, that if it is to become a Former Member, it will be bound by all of the obligations of a Former Member as set forth in this Agreement.

Section 7. Former members will require a two-thirds (2/3) majority Member vote in order to rejoin the Consortium.

#### IV. Board of Directors

Section 1. The governing body of GISCon shall be its Board of Directors. Each Member shall be entitled to one (1) Director, who shall have one (1) vote.

Section 2. Each Member shall also be entitled to one alternate Director who shall be entitled to attend meetings of the Board and who may vote in the absence of the Member's Director.

Section 3. The Corporate Authorities of each Member shall appoint Directors and alternate Directors. In order for GISCon to develop data processing and management information systems of maximum value to Member Governmental Units, the Members shall appoint, as their Directors and alternates, a chief administrative officer, a department head and employees with significant management responsibility and experience. Directors and alternates shall serve without compensation from GISCon.

Section 4. A vacancy shall immediately occur in the office of any Director upon his resignation, death or ceasing to be an employee of the Member.

#### V. Powers and Duties of the Board

Section 1. The powers and duties of the Board shall include the powers set forth in this

Article.

Section 2. It shall take such action, as it deems necessary and appropriate to accomplish the general purposes of the organization in negotiating with a Service Provider to determine annual rates and usage levels for the members and other ancillary powers to administer GISCon.

Section 3. It may establish and collect membership dues.

Section 4. It may establish and collect charges for its services to Members and to others.

Section 5. It may exercise any other power necessary and incidental to the implementation of its powers and duties.

## VI. Officers

Section 1. The officers of the Board shall consist of a President, a Vice-President, a Secretary and a Treasurer. Powers and duties are described in the By-Laws.

## VII. Financial Matters

Section 1. The fiscal year of GISCon shall be the calendar year.

Section 2. An annual budget for the next fiscal year shall be adopted by the Board at the annual meeting by December 31st of each year. Copies shall be provided to the chief administrative officer of each Member.

Section 3. The Board shall have authority to adjust cost sharing charges for all Members in an amount sufficient to provide the funds required by the budgets of GISCon.

Section 4. Billings for all charges shall be made by the Board and shall be due when rendered. Any Member whose charges have not been paid within 90 days after billing shall be in default and shall not be entitled to further voting privileges or to have its director hold any office on the Board and shall not use any GISCon facilities or programs until such time as such Member is no longer in default. Members in default shall be subject to the provisions within this Agreement. In the event that such charges have not been paid within 90 days of such billing, such defaulting Member shall be deemed to have given, on such 90<sup>th</sup> day, notice of withdrawal from membership. In the event of a bona fide dispute between the Member and the Board as to

the amount which is due and payable, the member shall nevertheless make such payment in order to preserve its status as a Member, but such payment may be made under protest and without prejudice to its right to dispute the amount of the charge and to pursue any legal remedies available to it. Withdrawal shall not relieve any such Member from its financial obligations as set forth in this Agreement.

Section 5. Nothing contained in this Agreement shall prevent the Board from charging nonmembers for services rendered by GISCon, on such basis, as the Board shall deem appropriate.

Section 6. It is anticipated that certain Members may be in a position to extend special financial assistance to GISCon in the form of grants. The Board may credit any such grants against any charges, which the granting Member would otherwise have to pay. The Board may also enter into an agreement, as a condition to any such grant, that it will credit all or a portion of such grant towards charges, which have been made or in the future may be made against one or more specified Members.

Section 7. The Board, in accordance with procedures established in the By-Laws may expend board funds. The Board must authorize all expenditures by simple majority.

#### VIII. Termination of Membership

Section 1. Failure to enter into an agreement with the Service Provider within one (1) year of GISCon's designation of the Service Provider shall be cause for the termination of membership. A 30-day written notice will be given to a Member that fails to enter into an agreement with the Service Provider as provided in this Section. Upon the failure to enter into an agreement at the end of the thirty-day (30) notice period, its membership shall be terminated.

Section 2. Failure to enter into an agreement within thirty 30 days of expiration of the previous agreement with Service Provider shall result in membership termination.

Section 3. A member may be terminated for cause based on an affirmative vote of two-thirds (2/3) of the Board of Directors.

Section 4. Upon termination of any Member, the Member shall be responsible for:

- (a) All of its pro-rated share of any obligations;

- (b) Its share of all charges to the effective date of termination; and
- (c) Any contractual obligations it has separately incurred with GISCon or the Service Provider.

Section 5. A Member terminated from membership at a time when such termination does not result in dissolution of GISCon, shall forfeit its claim to any assets of GISCon. Any terminated Member shall be subject to the provisions described elsewhere in this agreement.

## IX. Withdrawal

Section 1. Any Member may at any time give written notice of withdrawal from GISCon. The nonpayment of charges as set forth in this Agreement or the refusal or declination of any member to be bound by any obligation to GISCon shall constitute written notice of withdrawal.

- (a) Actual withdrawal shall not take effect for a period of six (6) months from the date of such notification.
- (b) Upon effective withdrawal the withdrawing member shall continue to be responsible for:
  - (i) All of its pro-rated share of any obligations;
  - (ii) Its share of all charges to the effective date of termination;
  - (iii) Any contractual obligations it has separately incurred with GISCon or the Service Provider(s).

Section 2. A Member withdrawing from membership at a time when such withdrawal does not result in dissolution of GISCon shall forfeit its claim to any assets of GISCon. Any Member that withdraws shall be subject to the provisions of this Agreement. In addition, any Member withdrawing shall promptly remove, at its own expense, any and all software, maps or other data that was not developed exclusively for the Member's benefit, except under terms as provided for elsewhere in this Agreement. The withdrawing Member shall, within thirty (30) days of withdrawal, file a certification with the Board, verifying compliance with this Section.

## X. Dissolution

Section 1. GISCon shall be dissolved whenever:

- (a) A sufficient number of Members withdraw from GISCon to reduce the total number of Members to less than two (2) or
- (b) By two-thirds (2/3) vote of all Directors.

Section 2. In the event of dissolution, the Board shall determine the procedures necessary to affect the dissolution and shall provide for the taking of such measures as promptly as circumstances permit subject to the provisions of this Agreement.

Section 3. Upon dissolution, after payment of all obligations the remaining assets of GISCon shall be distributed among the then existing Members in proportion to their contributions to GISCon during the entire period of such Member's membership, as determined by the Board. The computer software that GISCon developed for its membership shall be available to the Members, subject to such reasonable rules and regulations, as the Board shall determine.

Section 4. If, upon dissolution, there is an organizational deficit, such deficit shall be charged to and paid by the Members and Former Member in accordance with obligations as described in Article IX on a pro-rata basis, the pro-rata basis is calculated from the Members' contributions to GISCon during the two (2) years preceding the date of the vote to dissolve.

Section 5. In the event of dissolution the following provisions shall govern the distribution of computer software owned by GISCon:

- (a) All such software shall be an asset of GISCon.
- (b) A Member may use any software developed during its membership in accordance with this agreement, upon:
  - (i) Paying any unpaid sums due GISCon,
  - (ii) Paying the costs of taking such software, and
  - (iii) Complying with reasonable rules and regulations of the Board relating to the taking and use of such software. Such rules and regulations may include a reasonable time within which any Member must take such software.

## XI. General Conditions

Section 1. Notice. All notices hereunder shall be in writing, and shall be deemed given when delivered in person or by United States certified mail, with return receipt requested, and if mailed, with postage prepaid. All notices shall be addressed as follows:

If to GISCon:

President of GISCon

With a copy to the GISCon Secretary

If to Member:

Each party shall have the right to designate other addresses for service of notices, provided notice of change of address is duly given.

Section 2. The Parties certify that they are not barred from entering into this Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and that they each have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

## XII. Duration

This agreement shall continue in effect indefinitely, until terminated in accordance with its terms or until GISCon is dissolved.

## XIII. Member Software Usage

Section 1. No Member or Former Member shall:

- (a) Permit any other parties to use, modify, translate, reverse engineer, decompile,

- disassemble (except to the extent applicable laws specifically prohibit such restriction) or create derivative works based on the software;
- (b) Copy the software, unless part of normal backup procedures;
  - (c) Sell, rent, lease, license, give away or grant a security interest in or otherwise transfer rights to the software; or
  - (d) Remove any proprietary notices or labels on the software without written permission from the Board.

Section 2. In the event of default, withdrawal or termination of membership of a Member, that Member may use, under license granted by the Board, any software developed during its membership upon:

- (a) Paying to the Board any unpaid sums due GISCon and
- (b) Paying any reasonable costs established by the Board for licensing such software.

#### XIV. Service Provider

Section 1. For the purposes of this article, the Service Provider is defined as the Service Provider and Secondary Service Provider.

Section 2. The term of any Service Provider shall be as set forth in the Service Provider Agreement.

Section 3. The Board may at any time by a majority vote name a new Service Provider, whose term shall begin at such time as the Board may authorize.

Section 4. A Service Provider's term shall be renewed upon such terms as the Board may approve.

Section 5. The Board may terminate the services of a Service Provider at any time, subject only to the Service Provider agreement.

Section 6. The Board may enter into agreements with more than one Service Provider if it deems it appropriate to do so.

#### XV. Intellectual Property

Section 1. Members agree that no assignments, licenses, sales, authorization of reuse by others, giveaways, transfer or any other grant of Intellectual Property rights will be made to any third party without written permission from the Board.

Section 2. It is understood that this Agreement does not grant to any Member or any employees, partners or other business associates thereof, any rights in any Intellectual Property or any inherent protectable interests, except those specifically provided by this Agreement.

#### XVI. Execution of Agreement

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as GISCon and the Members or additional Members shall preserve undestroyed, shall together constitute but one and the same instrument.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

INITIAL MEMBERSHIP DUES FORMULA

Membership Fee = Basis x Allocation

Where: Basis = \$20,000

Allocation = Calculated by Consortium for member based on size, density, and other considerations

Fee Illustration

Allocation	Membership Fee
0%	NA
20%	\$4,000
30%	\$6,000
40%	\$8,000
50%	\$10,000
60%	\$12,000
80%	\$16,000
90%	\$18,000
100%	\$20,000

EXHIBIT B

GIS Consortium Service Provider Contract

IN WITNESS WHEREOF, the undersigned have caused this Agreement for the Creation of a Geographic Information System Consortium to be executed in the Members respective name, and have caused this Agreement for the Creation of a Geographic Information System Consortium to be attested, all by their duly authorized officers and representatives, and have caused the Agreement for the Creation of a Geographic Information System Consortium to be dated this \_\_\_\_ day of, \_\_\_\_\_ 20\_\_.

\_\_\_\_\_ of \_\_\_\_\_

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

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Village/City Clerk

Seal

GIS Consortium Service Provider Contract

This CONTRACT made and entered into this 1st day of May, 2014, by and between the Village of La Grange, an Illinois municipal corporation (hereinafter referred to as "**Village**"), and Municipal GIS Partners, Inc. (MGP), 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as "**Consultant**"); and

WHEREAS, the Village desires to engage the Consultant to provide support services in connection with the Village's geographical information system ("**GIS**"); and

WHEREAS, the Consultant represents to be in compliance with Illinois Statutes relating to professional registration of individuals and has the necessary expertise and experience to furnish such services upon the terms and conditions set forth herein below;

NOW, THEREFORE, it is hereby agreed by and between the Village and the Consultant that:

I. SCOPE OF SERVICES

The Scope of Services shall be as set forth in the "Proposal for Geographic Information System Services" (Attachment 1). Should there be a conflict in terms between this Contract and the Proposal, this Contract shall control.

II. PERFORMANCE OF WORK

All work hereunder shall be performed under the direction of the Village Manager of the Village or his designee (hereinafter referred to as the "**Village Manager**").

III. INDEPENDENT CONTRACTOR

The Consultant shall at all times be deemed to be an independent contractor, engaged by the Village to perform the services set forth in Attachment 1. Neither the Consultant nor any of its employees shall be considered to be employees of the Village for any reason, including but not limited to for purposes of workmen's compensation law, Social Security, or any other applicable statute or regulation.

IV. PAYMENT TO THE CONSULTANT

For work associated with the project, the Consultant shall be reimbursed in an amount NOT TO EXCEED \$37,964.

- A. The Consultant shall submit invoices in a format approved by the Village.
- B. The Consultant shall maintain records showing actual time devoted and cost incurred. The Consultant shall permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during the Contract period, and for a year after termination of this Contract.
- C. The Village shall make monthly payments to the Consultant based upon actual progress, within 30 days after receipt of invoice.

V. TERMINATION OF AGREEMENT

Notwithstanding any other provision hereof, the Village may terminate this Contract at any time upon fifteen (15) days prior written notice to the Consultant. In the event that this Contract is so terminated, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of work completed determined on the basis of the percentage completed as agreed upon between the Village and the Consultant.

VI. TERM

This Contract shall become effective as of the date the Consultant is given a written Notice to Proceed and, unless terminated for cause or pursuant to Article V foregoing, shall expire on April 30, 2015, or on the date the Village Manager determines that all of the Consultant's work under this Contract is completed. A determination of completion shall not constitute a waiver of any rights or claims which the Village may have or thereafter acquire with respect to any breach hereof by the Consultant.

VII. RENEWAL OF CONTRACT

The Village shall decide at least sixty (60) days before the end of the Term, as defined in Article VI of this Contract, whether the Village desires to engage the Consultant in another Contract to provide support services in connection with the Village's geographical information system. The Village shall provide the Consultant written notice within thirty (30) days of said decision.

VIII. NOTICE OF CLAIM

If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Village, the Consultant shall give written notice of his claim within fifteen (15) days after occurrence of such action. No claim for additional compensation shall be valid unless so made. Any changes in the Consultant's fee shall be valid only to the extent that such changes are included in writing signed by the Village and the Consultant. Regardless of the decision of the Village Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Village Manager shall proceed without interruption.

IX. BREACH OF CONTRACT

If any party violates or breaches any term of this Contract, such violation or breach shall be deemed to constitute a default, and the other party has the right to seek such administrative, contractual or legal remedies as may be suitable to the violation or breach; and, in addition, if any party, by reason of any default, fails within thirty (30) days after notice thereof by the other party to comply with the conditions of the Contract, the other party may terminate this Contract.

X. INDEMNIFICATION

The Consultant shall indemnify and save harmless the Village and its officers and employees from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of negligent actions or omissions of the Consultant in connection herewith, including negligent actions or omissions of

employees or agents of the Consultant arising out of the performance of this Contract.

XI. NO PERSONAL LIABILITY

No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval, or attempted execution of this Contract.

XII. NON-DISCRIMINATION

In all hiring or employment made possible or resulting from this Contract, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, sexual orientation, marital status, of the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Contract on the grounds of sex, race, color, creed, national origin, marital status, the presence of any sensory, mental or physical handicap or age except minimum age and retirement provisions. Any violation of this provision shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension, in whole or in part, of the Contract by the Village.

XIII. ASSIGNMENT AND SUCCESSORS

This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that no assignment shall be made without the prior written consent of the Village.

XIV. DELEGATING AND SUBCONTRACTING

Any assignment, delegation or subcontracting shall be subject to all the terms, conditions and other provisions of this Contract and the Consultant shall remain liable to the Village with respect to each and every item, condition and other provision hereof to the same extent that the Consultant would have been obligated if it had done the work itself and no assignment, delegation or subcontract had been made.

XV. NO CO-PARTNERSHIP OR AGENCY

It is understood and agreed that nothing herein contained is intended or shall be construed to, in any respect, create or establish the relationship of co-partners between the Village and the Consultant, or as constituting the Consultant as the general representative or general agent of the Village for any purpose whatsoever.

XVI. SEVERABILITY

The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

XVII. HEADINGS

The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

XVIII. MODIFICATION OR AMENDMENT

This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof, or Change Order as herein provided.

XIX. APPLICABLE LAW

This Contract shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Illinois.

XX. NEWS RELEASES

The Consultant may not issue any news releases without prior approval from the Village Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Village Manager prior to said documentation becoming matters of public record.

XXI. COOPERATION WITH OTHER CONSULTANTS

The Consultant shall cooperate with any other persons in the Village's employ on any work associated with the project.

XXII. NOTICES

All notices, reports and documents required under this Contract shall be in writing and shall be mailed by first class mail, postage prepaid, addressed as follows:

If to Village:

Village of La Grange  
Ryan Gillingham  
320 East Avenue  
La Grange, IL 60525

If to Consultant:

MGP, Inc.  
Thomas A. Thomey  
701 Lee Street, Suite 1020  
Des Plaines, IL 60016

XXIII. INTERFERENCE WITH PUBLIC CONTRACTING: P.A. 85-1295

The Consultant certifies hereby that it is not barred from entering into this Contract as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code.

XXIV. SEXUAL HARASSMENT POLICY: 775 ILCS 5/2-105(A)(4)

The Consultant certifies hereby that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4).

XXV. WRITTEN COMMUNICATIONS

All recommendations and other communications by the Consultant to the Village Manager and to other participants, which may affect cost or time of completion, shall be made or confirmed in writing. The Village Manager may also require other recommendations and communications by the Consultant be made or confirmed in writing.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto on the date first above written.

ATTEST:

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

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

ATTEST:

CONSULTANT

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Proposal for Geographic Information System Services  
Attachment 1

1) GENERAL PURPOSE

The purpose of this agreement is for the Village to enter an agreement with the Consultant for all or part of its geographic information system (GIS) management, development, operation, and maintenance. In addition to supporting the existing GIS program, the Consultant will identify opportunities for continued development and enhancement.

The Village will be sharing management, development, and maintenance expertise and staffing with other municipalities as a member of the Geographic Information System Consortium (GISC). The benefits to the Village include, but are not limited to, collective bargaining for rates and services, shared development costs, and joint purchasing and training.

The Consultant is the sole Service Provider for GISC and is responsible for providing the necessary GIS professional resources to support this entity. The Consultant will facilitate and manage resource, cost, and technical innovation sharing among GISC members.

2) CONFIDENTIALITY

This attachment includes proprietary and confidential information. It shall not be copied, circulated, or otherwise provided to any person or organization that is not part of the process established for its consideration without the advance written permission of MGP, Inc.,

3) SERVICE TYPES

For the purpose of cost accounting, the Consultant will provide two (2) service types to the Village. The intent of this distinction is to track specific types of investment without overburdening general operation of the GIS program. Many of these services will go unnoticed to the Village but are required to sustain the GIS program. The Consultant will employ reasonable professional discretion when specific direction is not provided by the Village or the GIS Consortium.

- A. Services relate to the direct management, development, operation, and maintenance of the Village GIS required to reasonably support the system.
- B. Services relating to the investigation, research, and development of new functionality and capability for the GIS Consortium and its members.

4) SERVICES

The Consultant will help provide the necessary resources to support the Village GIS program. The allocation of these resources will be reasonably commensurate with the level of expertise required to fulfill the specific task thus enabling efficient use of Village investment. The Consultant includes, but is not limited to, the following personnel:

- A. A GIS Manager that is responsible for the overall implementation of the GIS program based on the directions and instructions of the Village. The GIS Manager will provide senior-consultant services and will provide coordination and facilitation of GISC developments and initiatives. Budget forecasting and work reporting will be provided by the GIS Manager as directed by the Village.
- B. A GIS Coordinator is responsible for the operation of the GIS program including the coordination of resources. The GIS Coordinator will provide services to the Village in determining the short- and long-term needs of the GIS program. The GIS Coordinator will be responsible for managing the program resources including Consultant resources, external agencies, and Village committees and user groups.
- C. A GIS Platform Administrator is responsible for managing the data model and administering the database and related information. The GIS Platform Administrator plans, implements, and configures the data to enhance performance and maintain integrity of the data system.
- D. A GIS Application Developer that is responsible for the conceptualization, design, development, testing, installation, documentation, training, and maintenance of GIS and related software. Software includes, but is not limited to; computer programs, form designs, user manuals, data specifications, and associated documentation.
- E. A GIS Analyst is responsible for analyzing and planning special projects that require skills beyond the typical operation of the system. Special projects may include the development of ad hoc maps, layers, databases, and user solutions.
- F. A GIS Specialist that provides the daily operation, maintenance, and support of the GIS. This individual is typically fully allocated to the Village and is responsible for database development and maintenance, map production, user training and help-desk, user group support, and system support and documentation.
- G. A GIS/RAS (Remote Access Service) Specialist provides the same services as the GIS Specialist above using equipment hosted by the service provider.

5) PROJECTED UTILIZATION

Projected utilization is an estimate of service hours required of the Consultant by the Village. This projection is established by and between the Village, GISC, and the Consultant. Although variations are anticipated, the Village and the Consultant have a fiduciary responsibility to GISC and its members to meet their projected utilization. Significant variations in actual utilization may negatively influence service rates for GISC members. The anticipated projected utilization for each Consultant service is:

- A. \_\_\_\_\_ hours of GIS Specialist
- B. 329 hours of GIS/RAS Specialist
- C. 33 hours of GIS Coordinator

- D. 33 hours of GIS Analyst
- E. 24 hours of GIS Platform Administrator
- F. 24 hours of GIS Application Developer
- G. 24 hours of GIS Manager

6) SERVICE RATES

Rates are based on projected utilization of GISC members in collective bargaining with the Consultant. The Consultant guarantees these rates for the term of this agreement as long as actual utilization is reasonably consistent with projected utilization. The Consultant has the right to assign a cost-of-living adjustment one (1) time per year with prior notice to the Village. The GISC collective bargaining rates are as follows:

- A. \$ 70.50 per hour for GIS Specialist
- B. \$ 74.00 per hour for GIS/RAS Specialist
- C. \$ 88.50 per hour for GIS Coordinator
- D. \$ 88.50 per hour for GIS Analyst
- E. \$ 110.10 per hour for GIS Platform Administrator
- F. \$ 110.10 per hour for GIS Application Developer
- G. \$ 110.10 per hour for GIS Manager

7) FACILITIES AND EQUIPMENT

The Village is required to provide the Consultant adequate space, furnishings, hardware, and software to fulfill the objectives of the GIS program. The facilities requirement is no different than would be otherwise required by the Village to support a GIS program. The rate structure extended to GISC members is contingent on these provisions for the Consultant. Facilities and equipment include, but are not limited to, the following

- A. Full-time office space for the GIS Specialist and periodic office space for guests. This space should effectively and securely house all required GIS systems, peripherals, and support tools. This space must be available during normal business hours.
- B. Furnishings including adequate desk(s), shelving, and seating accommodations for the GIS Specialist and periodic guests. A telephone line and phone to originate and receive outside calls. A network connection with access to the Internet.
- C. Hardware including a workstation, server, plotter, printer, digitizer, scanner and network infrastructure.
- D. Software including GIS software(s), productivity tools, application development tools, commercial databases, and network access software.
- E. The Village is responsible for installing, operating, and maintaining the backup and recovery systems for all Village owned GIS assets that permits the Consultant to continue services within a reasonable period of time following a disaster.

8) BILLING & PAYMENT

The Consultant will invoice the Village on a monthly basis for work completed and work in-progress. The Consultant requires 100% payment within 30 days of invoicing.

9) INTELLECTUAL PROPERTY

If any intellectual property should be developed during the course of this agreement, the Village and the Consultant shall be joint owners of said intellectual property.

- A. It is understood that this agreement does not grant to the Village or any employees, partners, business associates or other associated parties thereof, any rights in any intellectual property developed by the Consultant outside the terms of this agreement, or any protectable interests stemming there from.
- B. The Village and the Consultant agree, that no assignments, authorization of reuse by others, giveaways, license grants, sales, transfer, security interests, or any other grant of rights for any intellectual property that may be developed during this agreement, will be made to any third party without a written agreement between the Village and the Consultant.
- C. If this agreement between the Village and the Consultant should be terminated, the Village shall, in good faith, allow the Consultant, any reasonable use of any Intellectual Property developed during this Contract.

VILLAGE OF LA GRANGE  
Administration Department

**BOARD REPORT**

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

FROM: Robert J. Pilipiszyn, Village Manager

DATE: May 12, 2014

RE: **RESOLUTION – AUTHORIZING THE VILLAGE OF LA GRANGE, IN  
CONCERT WITH THE VILLAGE OF LA GRANGE PARK AND THE  
VILLAGE OF WESTERN SPRINGS, TO PROCEED WITH THE DESIGN  
PHASE OF A CONSOLIDATED PUBLIC SAFETY DISPATCH CENTER**

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**SUMMARY OF VILLAGE BOARD DISCUSSION**

At the regular Village Board meeting on January 27, 2014, AECOM of Lynchburg, Virginia, presented its findings, recommendations, and final report which studied the feasibility of establishing a consolidated public safety dispatch operation between the Villages of La Grange, La Grange Park, and Western Springs.

AECOM recommended that the study participants proceed with the consolidation of public safety dispatch services and that La Grange would be the best location to host such an operation. The justification for implementing the recommendation included: reduced operational costs over time, particularly by reducing the duplication of systems; improvements to the efficiency, effectiveness and safety in operations (by optimizing existing resources for each Village) and enhanced service delivery, including the transition to an Emergency Medical Dispatch (EMD) model; reduced capital costs over the long term; and positions the study group for other potential shared public safety services (Police and Fire) in the future.

At the conclusion of the presentation and subsequent discussion, while there were a couple of Trustees who indicated that the Village should look at other alternatives, there was no specific consensus direction provided.

**COMMITMENT BY STUDY PARTNERS**

Since January 27, the Village Presidents and Village Managers from all three communities have met to share reactions by their respective governing boards to AECOM's report, and to identify relevant decision-making points in determining whether to proceed with a consolidated dispatch operation.

Western Springs continued to repeat their favor towards moving in this direction. They cited

shared history, trust and compatibility between the three communities. They desire to advance the project with an openness to adding liked-minded communities to achieve greater economies of scale.

La Grange Park expressed similar appreciation for history, trust and compatibility between the three communities, but also found it necessary to evaluate customer service, operational and budgetary impacts. A sub-set item under budgetary impacts was to explore other regional dispatch alternatives. A public and private alternative was examined. The cost of joining a regional private center was determined to be more expensive than the proposed local center. La Grange Park's Village management came to the conclusion that after a tally of available comparative costs, the regional public center was about the same, perhaps even greater than the proposed local center.

It appears that La Grange Park is ready to further advance the local option. This decision is driven by life-end status of equipment and a desire to upgrade and modernize in more general terms. La Grange Park believes that it will realize a greater value and better satisfaction of needs through the establishment of a local center. Stated another way, if they are going to make an all-in investment in terms of equipment and operations, the better return is anticipated via a more localized center.

Western Springs and La Grange Park would like to know if we are ready to make a commitment to further advance the local option.

#### REGIONAL VERSUS LOCAL CENTER

While Village staff has not been specifically directed to evaluate other alternatives, President Livingston has asked us to comment (but not exhaustively) on what we know about one of the suggested regional public safety dispatch centers serving the southwest suburbs, to affirm confidence among the Village Board that pursuing a consolidated dispatch operation between the Village of La Grange, La Grange Park and Western Springs is a sound decision.

#### True Cost

A straight-line analysis of enrollment fees to join an existing center, as compared to our full and actual cost of dispatch operations is not the complete picture. For example, what has not been accounted for, are transition costs to upgrade or replace our equipment to become compatible with a regional center (a key cost factor for La Grange Park; significant expense for Hinsdale and Countryside). In addition, once that transition has occurred, those and other telecommunications assets become the property of the regional center, thus making membership withdrawal difficult if not almost cost prohibitive (another cost factor identified by La Grange Park). Finally, another cost factor similar to equipment ownership is custody and control of ETSB revenues by the regional center. Not only is this another tool to make withdrawal difficult, it also removes the very source of revenue we rely on to replace and upgrade telecommunication equipment and which are unrelated to the operations of a regional dispatch center, yet are eligible expenditures

under ETSB statutes. The net effect is that already stressed General Fund revenues would need to be allocated for these type of expenses, thus competing with other General Fund expenditures in general.

### Value

Joining a regional dispatch center as suggested “carves-out” the public safety dispatching function at the local level. While such an alternative can be financially attractive and operationally convenient, what is overlooked in a straight-line analysis are the investments and subsequent intrinsic value created and built into that function over time by each Village. Stated another way, each Village views its individual dispatch center as an asset, not a liability. For example, La Grange is very proud of its dispatch personnel. La Grange Park is very proud of its customer service. Western Springs is very proud of its technology.

The operative verb is that the three Villages are looking to synergize, not sever the dispatching function. A consolidated dispatch operation between the Villages of La Grange, La Grange Park and Western Springs will seek to build upon the existing investments made by each community in their equipment, procedures, personnel and customer service expectations. Perhaps what has confused our recent discussions are these two fundamentally different and mutually exclusive schools of policy thought on this particular matter – synergy versus severability.

Two other thoughts related to value are accountability and buy-in. A more local, like-minded consolidated dispatch operation will ensure the same accountability which each community demands of its current operation. Further, a tiered governance and operational structure will facilitate stakeholder buy-in (i.e. – the ability to affect change and the ability to affect change in a collaborative fashion) and the continued pursuit of excellence / best practices.

### Shared Services

The over-arching objective of pursuing a combined dispatch arrangement between the Village’s of La Grange, La Grange Park and Western Spring is that it would facilitate a natural progression to share police services (short term) and fire services (long term). A combined dispatch arrangement will require agreement by La Grange, La Grange Park, and Western Springs on common operating platforms such as report writing and records management systems. Thereafter, La Grange, La Grange Park and Western Springs would collaborate on adopting a single set of departmental policies and procedures. The shared police service operating model would always be superior to the functions of the dispatch center. This is an important point because if a change to dispatch operations was necessary to support the shared policing model, there would be no encumbrance from doing so.

The only way to ensure the possibility of shared policing services between La Grange, La Grange Park, and Western Springs other than the proposed combined dispatch arrangement is that all three communities would have to join the same regional dispatch center. That is highly unlikely given what we know of our partners. For purpose of discussion, if we assumed that La

Grange, La Grange Park and Western Springs joined the same regional dispatch center, it is not clear at this time if such a migration would directly impede operations of shared public safety services. What we do know for certain however, is that a regional dispatch center would inhibit the effectiveness of a shared public safety service model if the functionality of dispatch operations would need to be adjusted to accommodate shared public safety services. Perhaps stated another way and more succinctly, a regional center is a limiting factor, not an enabling factor in shared public safety services.

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In summary, what the Villages of La Grange, La Grange Park and Western Springs are looking to do is create their own consolidated dispatch facility which will be cost-effective, result in operational efficiencies and improvements, provide residents with better service, and retain a sense of local presence and control, such that it will be just as strong if not better than joining an existing regional dispatch center.

#### RESOLUTION

With President Livingston's support, we have prepared the attached resolution (universal among all three Villages) for your consideration which directs Village management to develop a phased approach to first design and then recommend a general plan to implement that design in concert with the Villages of La Grange Park and Western Springs.

The design phase will generally consist of the following activities in two Phases. The first, Phase A, to be completed by the Village Managers of the three Villages, will consist of the following:

- a. Outline the final governance structure for a consolidated joint public safety dispatch center for the Villages;
- b. Identify the shared funding formula to be utilized for transitional costs, operating costs, and capital costs;
- c. Assess the current three member composition and determine if any other municipal agencies are interested in participating and could be accommodated efficiently and effectively;
- d. Identify the employment model to be utilized.

Following completion of Phase A, the Village Managers will report their recommendations to the respective Village Boards. Following the corporate authorities concurrence, it is intended that the project will proceed to design Phase B which will consist of the following:

Resolution – Authorizing the Village of La Grange, in Concert with the Village of La Grange Park and the Village of Western Springs to Proceed With the Design Phase of a Consolidated Public Safety Dispatch Center  
Board Report – May 12, 2014 – Page 5

- a. Selection and hiring of a Project Manager / Director for the Consolidated Public Safety Dispatch Center;
- b. Formation of work unit transition teams as may be required;
- c. Finalization of an Intergovernmental Agreement among the Villages;
- d. Initiation of such facilities and equipment modifications and procurements as are required;
- e. Do all else necessary to complete the requirements for opening a consolidated public safety dispatch center.

The Village of Western Springs is expected to consider its resolution later in May. The Village of La Grange Park is expected to consider its resolution in June.

It is our recommendation that the resolution be approved.

H:\eelder\ellie\BrdRpt\Dispatch Consolidation Resolution.doc

VILLAGE OF LA GRANGE

RESOLUTION #R-14-\_\_

A RESOLUTION AUTHORIZING THE VILLAGE OF LA GRANGE, IN CONCERT WITH THE VILLAGE OF LA GRANGE PARK AND THE VILLAGE OF WESTERN SPRINGS, TO PROCEED WITH THE DESIGN PHASE OF A CONSOLIDATED PUBLIC SAFETY DISPATCH CENTER

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act, (5 ILCS 22/1 et seq.), authorize the joint exercise by two or more local governments of any power common to them; and

WHEREAS, the Villages of La Grange, La Grange Park and Western Springs (Villages) have previously resolved to study the consolidation of their public safety dispatch centers; and

WHEREAS, to that end the Villages retained the services of the Metropolitan Mayors Caucus in 2010 to undertake a "Case Study Evaluation of Police Department and Fire Department Service Delivery, And Cooperative Opportunities Between the Villages of La Grange, La Grange Park and Western Springs."

WHEREAS, the Metropolitan Mayors Caucus Report recommended public safety joint dispatch be further studied; and

WHEREAS, in September 2012 the Village retained the services of AECOM Technical Services, Inc. to conduct a feasibility of the Villages consolidating public safety dispatch; and

WHEREAS, the final AECOM report was submitted to the Villages for review in November 2013 indicating the general feasibility, cost savings, and improved services to be derived from such a public safety joint dispatch center.

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

Section 1. That the corporate authorities of the Village of La Grange hereby authorize and direct the Village of La Grange, in concert with the Villages of La Grange Park and Village of Western Springs, to proceed with the Design Phase of the development of a consolidated Public Safety Dispatch Center.

Section 2. The design phase shall generally consist of the following activities in two Phases. The first, Phase A, to be completed by the Village Managers of the three Villages, shall consist of the following:

- a. Outline the final governance structure for a consolidated joint public safety dispatch center for the Villages;
- b. Identify the shared funding formula to be utilized for transitional costs, operating costs, and capital costs;

- c. Assess the current three member composition and determine if any other municipal agencies are interested in participating and could be accommodated efficiently and effectively;
- d. Identify the employment model to be utilized.

Section 3. Following completion of Phase A, the Village Managers will report to the corporate authorities their recommendations. Following the corporate authorities concurrence, it is intended to proceed to design Phase B which shall consist of the following:

- a. Selection and hiring of a Project Manager / Director for the Consolidated Public Safety Dispatch Center
- b. Formation of such work unit transition teams as may be required;
- c. Finalization of an Intergovernmental Agreement among the Villages;
- d. Initiation of such facilities and equipment modifications and procurements as are required;
- e. Do all else necessary to complete the requirements for opening a consolidated public safety dispatch center.

PASSED by the Village President and Board of Trustees of the Village of La Grange, Cook County, Illinois on a roll call vote at a Regular Meeting thereof held on this \_\_\_\_ day of May, 2014 and approved by me as Village President, and attested by the Village Clerk on the same day.

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

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

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

APPROVED this \_\_\_\_ day of May 2014.

\_\_\_\_\_  
Thomas Livingston, Village President

ATTEST:

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

**MANAGER'S REPORT**

VILLAGE OF LA GRANGE  
Administrative Offices

**EXECUTIVE COMMITTEE REPORT**

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

FROM: Robert Pilipiszyn, Village Manager

DATE: May 12, 2014

RE: **POLICE DEPARTMENT – PROPOSED CHANGE IN DEPARTMENTAL  
STRUCTURE**

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From time to time over the past several years, Village staff has mentioned to the Village Board its interest in restructuring our public safety departments to achieve a more efficient, modern, and operationally effective organization. Given the type and number of retirements and resignations within the Police Department over the past one and one-half years, it makes sense to first give attention to restructuring the Police Department.

We have scheduled an informational workshop to provide the Village Board with an opportunity to better understand, inquire about and comment on the proposed restructuring. Your concurrence is being sought because enabling legislation will be required to affect the proposed change in structure and secondarily, a budget amendment may be required to recognize increased pay for increased responsibilities for certain positions related to this re-structuring. (We note that cost savings from vacant positions, which would normally be used to offset these type of salary increases, have already been accounted for in the Village budget.)

Attached for your review and consideration is a report from Chief Holub which describes in detail his plan, his thought process behind that plan, and his vision for the department. I fully support the Chief's proposal. This is a flattening of the organization in order to increase the number of positions on the street and the number of man-hours spent on patrol/service delivery to residents. Furthermore, the proposed restructuring is not about reducing the department's overall headcount. For purposes of informing the public / tax payers as to why this is not the case, we have three compelling reasons.

First, the Village has migrated to functioning as an emergency response agency 80-85% of the time. We are not able to perform any sustained special or discretionary details at the present time with much effectiveness. Our operational challenges have been well documented by Chief Holub (e.g. – staff turnover, cost containment vacancy, calls/ requests for service).

Second, in the study for public safety compatibility between the Villages of La Grange, La Grange Park and Western Springs, Mr. William Balling found that each Police Department on its

own was properly staffed as compared to other departments and operationally efficient. Stated more succinctly, he validated our current staffing levels.

Finally, Mr. Balling concluded in his compatibility study that should policing services be regionalized between the Villages of La Grange, La Grange Park, and Western Springs, there would be an opportunity for efficiencies in the supervisory ranks. Not only are we proposing to implement what Mr. Balling has suggested, but also in advance of and to facilitate a regionalization of policing services in the future.

Chief Holub proposes to implement the change in Police Department structure by attrition. As we are currently operating with two vacancies in the rank of Police Lieutenant, it would make sense to create the position of Deputy Chief and functionally eliminate the rank of Police Lieutenant at this time. Timely action in creating this new position would assist Chief Holub in confirming the implementation of his plan among the departmental staff and managing employee expectations. Upon your concurrence, Chief Holub would also be able to initiate employee meetings to explain the plan. Chief Holub would also advise the Board of Fire and Police Commissioners of his plans as part of the overall process.

In addition to modern and efficient, the proposed restructuring is cost effective, even with appropriate salary adjustments to recognize increased responsibilities for the department's new management team.

We conceptually propose that the individual promoted to Deputy Chief and the three Sergeants to be designated as Watch Commanders receive a 5.0% promotional increase in base salary. We have not fully evaluated how these salary adjustments fit into our pay and classification system. For example, a cursory examination has identified that the Deputy Chief adjustment could affect internal comparability with several members of the management team. As an alternative, we may need to identify a fixed salary for the Deputy Chief and perhaps the Police Sergeant / Watch Commander positions. However, for purposes of this report (including the financial analysis) we have conservatively assumed the full 5.0% increase in base salary upon promotion. The two remaining Sergeants will remain within their current salary range; as they retire, we will replace their position with a Patrol Officer who will be assigned to act as Squad Leader and compensated at an additional \$1,200 per year stipend as is our current practice. A third Squad Leader assignment will need to be made to balance out all three shifts.

Attached you will find a spreadsheet prepared by Director of Finance Lou Cipparrone comparing the cost of maintaining our current structure and the cost of implementing the new structure as proposed above. It is anticipated that the Village will save approximately \$375,000 in personnel expenses over the next five years by adopting this new management structure within the Police Department. I also note that this financial analysis is somewhat downwardly skewed because we have enjoyed the benefit of carrying a vacancy in the rank of Police Lieutenant for two years, rather than a vacancy at the line level. This cost containment savings has already been factored into the budget and therefore could not be used as part of a full and direct comparison between the two scenarios. In summary, we have sufficient financial information to conclude that this restructuring proposal will be favorable to the Village budget. Please note, however, that we

cannot amend the new budget which became effective May 1, 2014 to account for the projected cost savings because the plan is to phase-in the change in structure over time by attrition.

Please note that departmental restructuring is generally a topic for open session. However, if a discussion of specific individuals or classes of individuals is desired, then a closed session would be appropriate.

In summary, the proposed restructuring .....

- ✓ follows good organizational theory;
- ✓ will result in a more operationally efficient, modern and effective police business model for the Village;
- ✓ is cost-effective as compared to maintaining the department's current rank structure; and
- ✓ effectively positions the Village for shared public safety services in the future.

Should the Village Board support the Chief's proposal, the next step would be to place the enabling ordinance to create the position of Deputy Chief on you next regular meeting agenda which is June 23, 2014.

H:\cbenjamin\EXECMEMO\ECR PoliceDeptProposedChangeDeptStructure.doc

VILLAGE OF LA GRANGE  
Police Department

**EXECUTIVE COMMITTEE REPORT**

To: Robert J. Pilipiszyn, Village Manager  
From: Michael A. Holub, Chief of Police  
Date: May 5, 2014  
Re: **PROPOSED CHANGE IN POLICE DEPARTMENT STRUCTURE**

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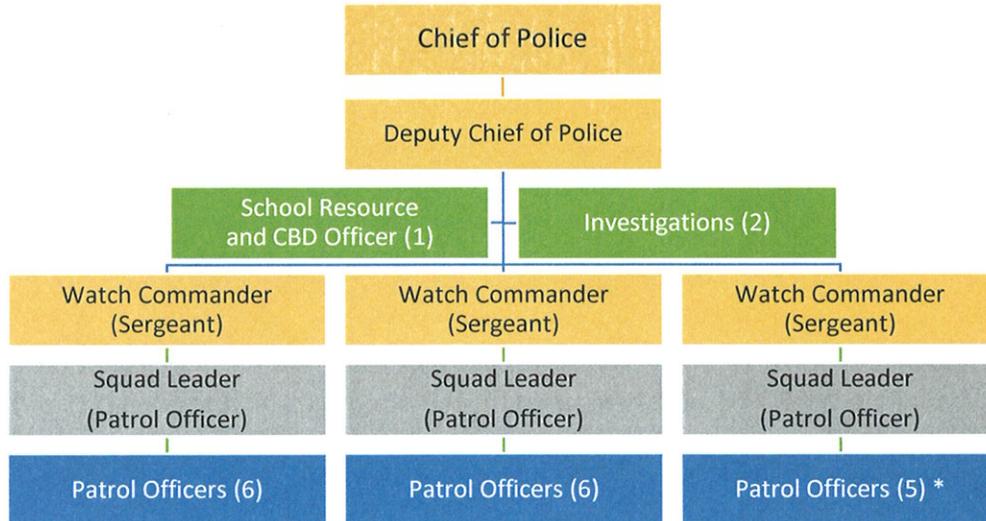
During my tenure as Police Chief in LaGrange, I have thought about what should be the optimal operational model for the LaGrange Police Department. Some of those options have been based on trends in law enforcement, organizational theory, the skills of past incumbent supervisors, and of course maintaining the status quo. Most recently, however, between the cost containment plan and positioning ourselves for shared policing services, we are by design currently in the process of transitioning into what I believe is our optimal operating model, which takes something from each of the schools of thought mentioned above.

Since 2011, we have already reduced the number of supervisory ranks from 9 to 7 through the retirement of two lieutenants who were not replaced. However, the absence of two shift lieutenants remains a leadership problem in the department. There are line-of-authority and chain-of-command issues that arise by not having a definitive organizational structure. Certain tasks and responsibilities in the police department are assigned by rank and with the next two most senior posts below me vacant, the lack of clarity of *who now handles what issues* is both confusing and frustrating. Between this leadership void and lack of consistent and uniform shift supervision, morale has suffered.

As discussed previously, I am proposing a new police department model that will give another name to an existing rank and at the same time provide consistency on each of the three shifts. The model I propose consists of a Chief, Deputy Chief and three Sergeant/Watch Commanders. Previously we operated with a lieutenant on each shift doing double duty; patrol shift supervision and sharing of administrative tasks with me. This new model would move administrative tasks to me and one deputy chief only, and then place more exclusive patrol supervision tasks onto the Sergeant/Watch Commanders.

We currently have 5 Sergeants in patrol. It is my recommendation that we reduce the number of Sergeants to three and to do so through attrition. Until that time I propose that the three Sergeant/Watch Commanders receive a stipend to elevate them above the remaining subordinate Sergeants.

On the page that follows is an organizational chart representing the proposed restructure.



\* Represents current financial constraint vacancy

As mentioned previously, I am proposing that we create the position of Deputy Chief of Police. An ordinance adding the position of Deputy Chief of Police would be needed to address the position change. Between her work ethic and in the absence of 2 Lieutenants, you have seen that the one remaining Lieutenant has truly stepped up to take on the tasks of all three Lieutenant positions; she has in effect been serving in the role of a Deputy Chief of Police. The Fire and Police Commission rank of Lieutenant would still stay “on the books”. The reasoning is alluded to in the statute authorizing the position of deputy chief, 65 ILCS 5/10-2.1-4 (from Ch. 24, par. 10-2.1-4).

“Notwithstanding any other provision of this Section, a non-home rule municipality of 130,000 or fewer inhabitants, through its council or board of trustees, may, by ordinance, provide for a position of deputy chief to be appointed by the chief of the police department. The ordinance shall provide for no more than one deputy chief position if the police department has fewer than 25 full-time police officers and for no more than 2 deputy chief positions if the police department has 25 or more full-time police officers. The deputy chief position shall be an exempt rank immediately below that of Chief. The deputy chief may be appointed from any rank of sworn, full-time officers of the municipality's police department, but must have at least 5 years of full-time service as a police officer in that department. A deputy chief shall serve at the discretion of the Chief and, if removed from the position, shall revert to the rank currently held, without regard as to whether a vacancy exists in that rank. A deputy chief of police, having been appointed from any rank of sworn full-time officers of that municipality's police department, shall be permitted, regardless of rank, to take promotional exams and be promoted to a higher classified rank than he currently holds, without having to resign as deputy chief of police”.

The thought process for retaining the rank of Police Lieutenant at least for the time being is two-fold. First, I do not believe that it is fair to subject a supervisor to resign due to a change in

The thought process for retaining the rank of Police Lieutenant at least for the time being is two-fold. First, I do not believe that it is fair to subject a supervisor to resign due to a change in departmental management or for taking a risk to aspire to a command position. Second, it affords the Chief of Police the same flexibility and efficiency to make and withdraw the assignment based on the employee's development and department's needs. The same principle of mobility between the rank of Deputy Chief and Police Sergeant would also apply.

While it is not our practice to publicly discuss individual employee performance, capabilities and potential, I feel the need to do so at this time to fully express my vision for departmental leadership. As to the selection of my Deputy, I would look to select a confidential second-in-command and my choice is the current Lieutenant, Renee Strasser. She is well known in the community and has experience with all aspects of police work including our budget preparation and supervision functions. She has filled in quite expertly as one of the management representatives for our 2 most recent labor contracts and is now working with me on a third contact negotiation. Renee has worked alongside me in sensitive disciplinary matters, and she has demonstrated to me her willingness and ability to perform all of the components of "POSDCORB".<sup>1</sup> In 2011 Renee completed the prestigious FBI National Academy Program, a 10-week management course for senior law enforcement personnel, and in 2012 she earned a Master of Science degree in Management and Organizational Behavior from Benedictine University.

#### Sergeant/Watch Commander Position

With a clear cut chain-of-command, the new structure will add integrity and authority to the position of Watch Commander. They would not simply be serving as the next step up on the promotional ladder, but they will be empowered to make shift level decisions, assign tasks, approve reports, monitor shift staffing, manage time-off, provide minor corrections and otherwise recapture control and direction of the shift personnel. This will require minor tweaks to our existing policies and procedures but will ultimately result in more clarity for the officers.

#### Next Steps

With your concurrence, and that of the Village Board, the next step in the process would be to adopt an ordinance creating the position of Deputy Chief. It would be my intent to have this item ready for consideration by the Village Board on its next regular agenda, which at this time is anticipated to be June 23, 2014. In the interim I will conduct employee meetings to formally announce this structural change.

#### The Future

I have an operational and strategic vision of the La Grange Police Department. Operationally, I am proud of the staff development I have supported and encouraged during my tenure. For purposes of succession planning, I am very comfortable with the current level of leadership

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1 - POSDCORB stands for Planning, Organizing, Staffing, Directing, Coordinating, Reporting & Budgeting

Proposed Change in Police Department Structure

May 5, 2014

Page 4

talent which exists today within the department. I do not believe that you will need to conduct an external recruitment for Police Chief for quite some time, if ever. For me to be the last external appointment would be to realize one of my highest departmental goals and priorities.

Strategically, I believe that in the next 5-10 years law enforcement in general will be looking to blend services where possible. In our area specifically I envision a unified command structure overseeing separate patrol units. I am confident we could also realize a blended investigations unit, and perhaps other areas not yet apparent. My proposed model would set the table for this visionary "blended model".

**VILLAGE OF LA GRANGE  
POLICE DEPARTMENT STRUCTURE - SALARY ANALYSIS**

<b>FULL TIME SALARIES - SUMMARY</b>	<b>2013-14 EST. ACT</b>	<b>2014-15 BUDGET</b>	<b>2015-16 BUDGET</b>	<b>2016-17 BUDGET</b>	<b>2017-18 BUDGET</b>	<b>2018-19 BUDGET</b>	<b>Total Savings/ (Exposé)</b>
<b>Current/Cost Containment Budget - 12/31/13</b>	\$2,814,820	\$2,842,226	\$2,947,826	\$3,065,421	\$3,189,122	\$3,319,348	\$15,363,943
<b>Restructuring Proposal - 5/1/2014 (Deputy Chief, 3 Watch Cmdr +5% - 5/1/14)</b>	\$2,800,138	\$2,741,277	\$2,861,203	\$2,992,138	\$3,131,080	\$3,278,650	\$17,804,486
<b>Savings / (Expense) Budget vs Restructured</b>	\$14,682	\$100,949	\$86,623	\$73,283	\$58,042	\$40,698	\$374,277

(decreasing savings due to new officer wage steps per union contract)

**BY POSITION**

**Current/Cost Containment Budget - 12/31/13**

Lieutenant	\$109,505	\$111,638	\$113,312	\$116,144	\$119,048	\$122,024	\$691,671
Lieutenant	\$110,840	\$111,638	\$113,312	\$116,144	\$119,048	\$122,024	\$693,006
Sergeant	\$96,680	\$97,404	\$98,866	\$101,338	\$103,871	\$106,468	\$604,627
Sergeant	\$95,755	\$97,404	\$98,866	\$101,338	\$103,871	\$106,468	\$603,702
Sergeant	\$96,448	\$97,404	\$98,866	\$101,338	\$103,871	\$106,468	\$604,396
Sergeant	\$95,523	\$97,404	\$98,866	\$101,338	\$103,871	\$106,468	\$603,471
Sergeant	\$95,755	\$97,404	\$98,866	\$101,338	\$103,871	\$106,468	\$603,702
<b>Total Cost Containment Budget</b>	<b>\$700,505</b>	<b>\$710,298</b>	<b>\$720,954</b>	<b>\$738,976</b>	<b>\$757,452</b>	<b>\$776,387</b>	<b>\$4,404,573</b>

**Restructuring Proposal - 5/1/2014**

Lieutenant*	\$90,257	\$0	\$0	\$0	\$0	\$0	\$90,257
Sergeants - (2)*	\$191,278	\$0	\$0	\$0	\$0	\$0	\$191,278
Deputy Chief	\$110,840	\$117,220	\$118,882	\$121,855	\$124,901	\$128,023	\$721,721
Sergeant/Watch Commander	\$96,680	\$102,275	\$103,809	\$106,405	\$109,065	\$111,791	\$630,024
Sergeant/Watch Commander	\$95,755	\$102,275	\$103,809	\$106,405	\$109,065	\$111,791	\$629,099
Sergeant/Watch Commander	\$96,448	\$102,275	\$103,809	\$106,405	\$109,065	\$111,791	\$629,793
Patrol Officers - (3)*	\$4,566	\$185,306	\$204,022	\$224,626	\$247,316	\$272,294	\$1,138,130
<b>Total Restructured Budget</b>	<b>\$685,824</b>	<b>\$609,349</b>	<b>\$634,331</b>	<b>\$665,694</b>	<b>\$699,410</b>	<b>\$735,690</b>	<b>\$4,030,296</b>

<b>Savings / (Expense) Budget vs Restructured</b>	<b>\$14,682</b>	<b>\$100,949</b>	<b>\$86,623</b>	<b>\$73,283</b>	<b>\$58,042</b>	<b>\$40,698</b>	<b>\$374,277</b>
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\* Three new hires to replace elimination of last Lieutenant position and two of five Sergeant positions.

