

PRESIDENT
Dr. James L. Discipio
VILLAGE MANAGER
Julia A. Cedillo
VILLAGE CLERK
Amanda G. Seidel



TRUSTEES
Scott F. Mesick
Patricia B. Rocco
Michael L. Sheehan
James P. Kucera
Jamie M. Zaura
Robert T. Lautner

VILLAGE BOARD WORK SESSION MEETING

Tuesday, September 8, 2015 – 7:30 P.M.

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Presentation of Police Pension Fund Actuarial Valuation Report**
5. **Public Participation (agenda and non-agenda related)**
6. **Administrative Committee Items**
 - A. Discussion & Action – Approval of Payment to AIS for Network Switches –
Motion: To approve payment to AIS for the Installation of Network Switches in the amount of \$11,636.61.
7. **Public Safety Committee Items**
 - A. Discussion & Action – Exchange of Surplus Police Rifles – *Motion: Approving Ordinance 1012 authorizing the Sale of Surplus Property owned by the Village of La Grange Park.*
8. **Public Works Committee Items**
 - A. Discussion – 2015 Leaf Loading, Transportation and Disposal –
Motion: Accepting the proposal of Rainbow Farm Enterprises, INC. for the disposal of leaves in the amount of \$28.00 Per Bucket (Option #1), not to exceed \$30,000, and authorize the Village President to execute the necessary contract documents.
 - B. Discussion – Right-Of-Way Use License and Fiber Optic Cable Agreement Sigecom, LLC d/b/a WOW! Internet, Cable and Phone – *Motion: Authorizing the Village President to execute a Right-of-Way Use License and Fiber Optic Cable Agreement between the Village of La Grange Park and Sigecom, LLC doing business as Wow! Internet, Cable and Phone.*
 - C. Discussion – Schematic Design Study - Center Section Storm Relief Project –
Motion: Authorizing the Village President to execute the Professional Engineering Services Agreement with Hancock Engineering.

VILLAGE WORK SESSION MEETING
Tuesday, September 8, 2015 – 7:30 p.m.

AGENDA (continued – Page 2)

- D. Discussion – Tree Maintenance Program Contracts – One Year Extension (Tree Removal, Stump Removal, General Tree Maintenance and Emergency Tree Work) – *Motion: Approving a one year contract extension with A & B Landscaping and Tree Service, Inc. for tree and stump removals, and with Winkler's Tree & Landscaping for general tree maintenance and for emergency tree work, and authorizing the Village President to execute the necessary contract documents.*
- 9. Finance Committee Items**
- A. Discussion & Action – Bond Referenda Ordinance – *Motion: To approve an ordinance providing for and requiring the submission of the propositions of issuing General Obligation Bonds to the voters of the Village of La Grange Park, Cook County, Illinois, at the General Primary Election to be held on the 15th day of March, 2016.*
 - B. Discussion – Village Fund Balance Reporting Policy – *Motion: To approve a Village Fund Balance Reporting Policy.*
- 10. Other Reports**
- A. Village Manager
 - B. Village President
 - i. Proclamation – National Assisted Living Week 2015 “Nourishing Life: Mind, Body, and Spirit” September 13 – 19, 2015
 - C. Village Clerk
 - D. Commercial Revitalization Committee
 - i. Discussion & Action - TIF Feasibility Study RFP – *Motion: To approve the Geographic Areas to be included in the Request for Proposals for a Tax Increment Financing Feasibility Study.*
- 11. New Business**
- 12. Executive Session** – *The selection of a person to fill a public office (commission/committee) according to 5 ILCS 120/2 (c)(5).*
- 13. Adjourn**

Items of Interest

Village Board Meeting: September 22, 2015

Village Board Work Session Meeting: October 13, 2015



RULES FOR PUBLIC COMMENT

Village Board Work Session Meetings Village Board Meetings

1. Please step up to the microphone before speaking, and announce your name and address before beginning your comments.
2. After announcing your name and address for the record, you will be allowed to speak for three (3) minutes.
3. You may not use profane or obscene language and you may not threaten any person with bodily harm, or engage in conduct which amounts to a threat of physical harm.
4. (a) Agenda-related comments: The Village President reserves the right to disallow comments that are repetitive of comments previously made during the meeting, or comments that do not relate to agenda items.

(b) Non-agenda-related comments: The Village President reserves the right to disallow comments that are repetitive of comments previously made during the meeting, or comments that do not relate to Village business, Village services or Village governance.
5. The Village of La Grange Park complies with the Americans with Disabilities Act of 1990. If you require accommodations in order to observe or participate in the meeting, please contact Ms. Deanne Curelo at (708) 354-0225 between 9:00 and 5:00 before the meeting so that the Village can make reasonable accommodations for you.

Presentation Material
Police Pension Fund Actuarial Valuation
Report

(Finance Director/Treasurer Larry Noller to introduce)

Memo

Date: September 2, 2015

To: Village President and Board of Trustees
Police Pension Fund Board of Trustees

From: Larry Noller, Finance Director 
Julia Cedillo, Village Manager

Re: Police Pension Fund Actuarial Valuation Report

As part of the Village's implementation of new pension reporting requirements mandated by the Governmental Accounting Standards Board (GASB), the Village Board chose to thoroughly review how pensions are funded. In October 2014, the Village Board formed a working group that included two members from both the Village Board and the Police Pension Board. The Working Group was tasked with selecting and working with an actuary to review the actuarial assumptions used to calculate the Village's annual police pension contribution and to incorporate those assumptions into a recommended pension funding policy for the Village. The Working Group's recommended funding policy was approved by both the Village Board and the Police Pension Board in April 2015. A copy of the funding policy is attached.

Transmitted with this memo is the annual actuarial valuation report for the Police Pension Fund prepared by the Working Group's selected actuarial firm Foster and Foster. Jason Franken, from Foster and Foster, will attend the September 8 Village Board workshop to present the actuarial report to both the Village Board and the Police Pension Fund Board. In the meantime, listed below are some short-cuts to guide you to points of interest within the report.

<u>Page(s)</u>	<u>Description</u>
5	This is the summary page of the report and lists the Village's actuarially determined contribution for fiscal year 2016 as \$812,453. This is a 5.6% increase over the prior year's amount of \$769,518, primarily due to changes in the assumptions set by the Village's funding policy. The Village's funding policy is to base the annual police pension property tax levy on this amount.
7	This is a summary of the actuarial method and assumption changes compared to the prior year as a result of the new Village funding policy.
8-10	This section is a comparison of calculations before and after the assumption changes made due to the Village's funding policy.
15	This is a summary of the actuarial methods and assumptions used in the valuation.
23-24	These pages contain a description of the plan benefits, which are set by state law.
25-43	The final section of the report includes the new GASB 67 and GASB 68 disclosure information required for the Village's financial reporting.
29	The Village's net pension liability of \$10,367,205 is the difference between the total pension liability of \$23,826,282 and the plan's net position of \$13,459,077. This results in a funding percentage of 56.49%.

VILLAGE OF LA GRANGE PARK
POLICE PENSION FUND

ACTUARIAL VALUATION
AS OF MAY 1, 2015

CONTRIBUTIONS APPLICABLE TO THE
PLAN/FISCAL YEAR ENDED APRIL 30, 2016



July 31, 2015

Mr. Larry Noller
Director of Finance
Village of LaGrange Park
447 N. Catherine
LaGrange Park, IL 60526

Re: Village of LaGrange Park Police Pension Fund

Dear Mr. Noller:

We are pleased to present to the Village and the Board this report of the annual actuarial valuation of the Village of LaGrange Park Police Pension Fund. The valuation was performed to determine whether the assets and contributions are sufficient to provide the prescribed benefits and to develop the appropriate funding requirements for the applicable plan year.

The valuation has been conducted in accordance with generally accepted actuarial principles and practices, including the applicable Actuarial Standards of Practice as issued by the Actuarial Standards Board, and reflects laws and regulations issued to date pursuant to the provisions of Article 3, Illinois Pension Code, as well as applicable federal laws and regulations. In our opinion, the assumptions used in this valuation, as adopted by the Board of Trustees, represent reasonable expectations of anticipated plan experience.

In conducting the valuation, we have relied on personnel, plan design, and asset information supplied by the Board of Trustees, financial reports prepared by the custodian bank and the actuarial assumptions and methods described in the Actuarial Assumptions section of this report. While we cannot verify the accuracy of all this information, the supplied information was reviewed for consistency and reasonableness. As a result of this review, we have no reason to doubt the substantial accuracy of the information and believe that it has produced appropriate results. This information, along with any adjustments or modifications, is summarized in various sections of this report.

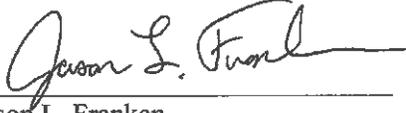
The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein. All of the sections of this report are considered an integral part of the actuarial opinions.

To our knowledge, no associate of Foster & Foster, Inc. working on valuations of the program has any direct financial interest or indirect material interest in the Village of LaGrange Park, nor does anyone at Foster & Foster, Inc. act as a member of the Board of Trustees of the Village of LaGrange Park Police Pension Fund. Thus, there is no relationship existing that might affect our capacity to prepare and certify this actuarial report.

If there are any questions, concerns, or comments about any of the items contained in this report, please contact me at 630-620-0200.

Respectfully submitted,

Foster & Foster, Inc.

By: 
Jason L. Franken
Enrolled Actuary #14-6888

JLF/lke
Enclosures

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SUMMARY OF REPORT

The regular annual actuarial valuation of the Village of LaGrange Park Police Pension Fund, performed as of May 1, 2015, has been completed and the results are presented in this Report. The contribution amounts set forth herein are applicable to the plan/fiscal year ended April 30, 2016.

The contribution requirements, compared with those set forth in the May 1, 2014 actuarial report are as follows:

Valuation Date	<u>5/1/2015</u>	<u>5/1/2014 *</u>
Total Required Contribution	\$988,859	\$946,625
% of Total Annual Payroll	55.6%	53.0%
Member Contributions (Est.)	176,406	177,107
% of Total Annual Payroll	9.91%	9.91%
Village Required Contribution	812,453	769,518
% of Total Annual Payroll	45.7%	43.1%

* Note, 2014 results were developed by TCG Public Consulting, Ltd. and are based on the GASB 25 contribution amount.

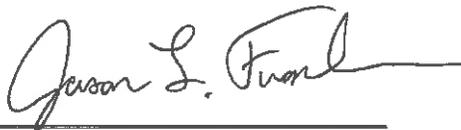
As you can see, the Total Required Contribution, when expressed as a percentage of annual payroll, shows an increase when compared to the results determined in the May 1, 2014 actuarial valuation report. This increase was primarily driven by the changes in actuarial assumptions and methods. Had the assumptions not been changed, the Village Required Contribution as a percent of total annual payroll would have been 43.5%.

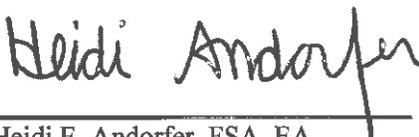
Overall, there were no significant gains or losses to the plan during the past fiscal year. Liabilities experienced slight losses for the two retirements during the year, no termination activity and pay increases that were slightly higher than expected. These were offset by a 7.08% investment return (Actuarial Asset basis) which exceeded the 7.00% assumption and a gain for an inactive death with no beneficiary.

The balance of this Report presents additional details of the actuarial valuation and the general operation of the Fund. The undersigned would be pleased to meet with the Board of Trustees and/or the Pension Working Group in order to discuss the Report and answer any pending questions concerning its contents.

Respectfully submitted,

FOSTER & FOSTER, INC.

By: 
Jason L. Franken, FSA, EA, MAAA

By: 
Heidi E. Andorfer, FSA, EA

Plan Changes Since Prior Valuation

No plan changes have occurred since the prior valuation.

Actuarial Assumption/Method Changes Since Prior Valuation

The following method changes were made since the prior valuation:

1. The amortization period over which to amortize the unfunded actuarial accrued liability was changed from 23 years as of May 1, 2014 (which would have been 22 years as of May 1, 2015) to 25 years beginning May 1, 2015. This is consistent with the Department of Insurance required amortization period. Once the amortization schedule reaches 15 years remaining, it will become a 15 year open period amortization.
2. The contribution was determined as of the end of the fiscal year instead of the beginning of the fiscal year. As such, a year of interest was included in the determination of the recommended actuarial contribution.
3. The actuarial value of assets was not adjusted for the taxes receivable as was required under the GASB 25 calculation used to fund the plan in prior years.

The following assumption changes were made since the prior valuation:

1. Retirement Rates, Termination Rates and Disability Rates were updated to align with the formal study commissioned by the Illinois Department of Insurance. This study used actual experience from all Police Plans in Illinois to derive experience based assumptions.
2. The Healthy Lives Mortality assumption was updated from the RP-2000 Combined Healthy Mortality Table (male) with blue collar adjustment and with a 200% load for participants under age 50 and 125% for participants age 50 and over to the RP-2000 Combined Healthy Mortality Table with a Blue Collar adjustment.
3. The Disabled Lives Mortality assumption was updated from the RP-2000 Combined Healthy Mortality Table (male) with blue collar adjustment and with a 200% load for participants under age 50 and 125% for participants age 50 and over to the RP-2000 Disabled Mortality Table.
4. The disability incidence in the line of duty assumption was increased from 15% to 70%.
5. The payroll growth assumption was maintained at 4.00%. However, it was decided to implement future updates to this assumption by decreasing it 0.25% per year, until it reaches 3.00% as of May 1, 2019.

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	<u>After Changes</u> <u>5/1/2015</u>	<u>Before Changes</u> <u>5/1/2015</u>	<u>5/1/2014</u>
A. Participant Data			
Number Included			
Actives	21	21	21
Service Retirees	16	16	15
Beneficiaries	4	4	4
Terminated Vested	1	1	1
Disability Retirees	2	2	2
Total	<u>44</u>	<u>44</u>	<u>43</u>
Total Annual Payroll	\$1,780,085	\$1,780,085	\$1,787,151
Payroll Under Assumed Ret. Age	1,780,085	1,780,085	1,787,151
Annual Rate of Payments to:			
Service Retirees	960,752	960,752	877,620
Beneficiaries	113,884	113,884	113,884
Terminated Vested	0	0	0
Disability Retirees	82,530	82,530	82,530
B. Assets			
Actuarial Value	13,539,604	13,539,604	12,856,213
Market Value	13,459,077	13,459,077	12,900,702
C. Liabilities			
Present Value of Benefits ¹			
Active Members			
Retirement Benefits	9,271,396	9,331,946	10,592,454
Disability Benefits	866,184	1,263,836	1,125,449
Death Benefits	225,528	365,486	320,558
Vested Benefits	814,572	299,244	274,335
Service Retirees	13,406,156	12,721,776	10,563,821
Beneficiaries	860,553	793,265	746,159
Terminated Vested	34,094	34,094	34,093
Disability Retirees	<u>1,388,485</u>	<u>1,453,246</u>	<u>1,444,331</u>
Total	26,866,968	26,262,893	25,101,200

¹ Values reported for 5/1/2014 are consistent with the report issued by TCG Public Consulting, Ltd.

	After Changes <u>5/1/2015</u>	Before Changes <u>5/1/2015</u>	<u>5/1/2014</u>
C. Liabilities - (Continued)			
Present Value of Future Salaries	15,743,664	16,547,939	N/A
Present Value of Future Member Cont.	1,560,197	1,639,901	N/A
Normal Cost			
Retirement Benefits	234,914	251,822	289,785
Disability Benefits	57,870	89,432	78,968
Death Benefits	9,109	16,291	17,697
Vested Benefits	45,868	19,695	28,917
Total Normal Cost	<u>347,761</u>	<u>377,240</u>	<u>415,367</u>
Present Value of Future Normal Costs	2,866,735	3,207,988	3,406,184
Actuarial Accrued Liability			
Retirement Benefits	7,368,132	7,178,435	N/A
Disability Benefits	369,787	495,992	N/A
Death Benefits	155,211	234,103	N/A
Vested Benefits	417,815	143,994	N/A
Inactives	15,689,288	15,002,381	N/A
Total Actuarial Accrued Liability	<u>24,000,233</u>	<u>23,054,905</u>	<u>21,695,016</u>
Unfunded Actuarial Accrued Liab (UAAL)	10,460,629	9,515,301	8,838,803
Funded Ratio	56.41%	58.73%	59.26%
D. Actuarial Present Value of Accrued Benefits			
Vested Accrued Benefits			
Inactives	15,689,288	15,002,381	N/A
Actives	3,473,957	3,364,400	N/A
Member Contributions	1,728,218	1,728,218	N/A
Total	<u>20,891,463</u>	<u>20,094,999</u>	<u>N/A</u>
Non-vested Accrued Benefits	<u>431,012</u>	<u>456,417</u>	<u>N/A</u>
Total Present Value Accrued Benefits	21,322,475	20,551,416	N/A
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:			
Plan Amendments	0	N/A	
Assumption Changes	771,059	N/A	
New Accrued Benefits	0	N/A	
Benefits Paid	0	N/A	
Interest	0	N/A	
Other	0	N/A	
Total:	<u>771,059</u>	<u>N/A</u>	

Valuation Date Applicable to Fiscal Year Ending	After Changes 5/1/2015 <u>4/30/2016</u>	Before Changes 5/1/2015 <u>4/30/2016</u>	5/1/2014 <u>4/30/2015</u>
E. Pension Cost			
Normal Cost (with interest)	\$372,104	\$377,240 ²	\$415,367 ²
% of Total Annual Payroll ¹	20.9	21.2	23.2
Administrative Expense (with interest)	0	0	0
% of Total Annual Payroll ¹	0.0	0.0	0.0
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 25 years (as of 5/1/2015)	616,755	573,633 ²	531,258 ²
% of Total Annual Payroll ¹	34.6	32.2	29.7
Total Required Contribution	988,859	950,873	946,625
% of Total Annual Payroll ¹	55.6	53.4	53.0
Expected Member Contributions	176,406	176,406	177,107
% of Total Annual Payroll ¹	9.91	9.91	9.91
Expected Contribution	812,453	774,467	769,518
% of Total Annual Payroll ¹	45.7	43.5	43.1

F. Past Contributions

Plan Year Ending: 4/30/2015

Total Required Contribution	943,656
Village Requirement	769,518

Actual Contributions Made:

Members	174,138
Village	764,804
Total	<u>938,942</u>

G. Net Actuarial Gain (Loss) (1,539,744)

¹ Contributions developed as of 5/1/2015 are expressed as a percentage of projected annual payroll at 5/1/2015 of \$1,780,085.

² The 2014 contribution was developed based on the GASB 25 methodology and did not include interest to year-end.

H. Schedule Illustrating the Amortization of the Total Unfunded Actuarial Accrued Liability as of:

<u>Year</u>	<u>Projected Unfunded Accrued Liability</u>
2015	\$10,460,629
2016	\$10,576,118
2017	\$10,675,021
2022	\$10,838,604
2027	\$10,172,457
2037	\$3,984,270
2040	\$0

I. (i) 3 Year Comparison of Actual and Assumed Increases in Pensionable Compensation

		<u>Actual</u>	<u>Assumed</u>
Year Ended	4/30/2015	4.49%	3.72%
Year Ended	4/30/2014	N/A	N/A
Year Ended	4/30/2013	N/A	N/A

(ii) 3 Year Comparison of Investment Return on Actuarial Value

		<u>Actual</u>	<u>Assumed</u>
Year Ended	4/30/2015	7.08%	7.00%
Year Ended	4/30/2014	N/A	N/A
Year Ended	4/30/2013	N/A	N/A

STATEMENT BY ENROLLED ACTUARY

This actuarial valuation was prepared and completed by me or under my direct supervision, and I acknowledge responsibility for the results. To the best of my knowledge, the results are complete and accurate, and in my opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of the Illinois Pension Code and adhere to the Actuarial Standards of Practice. There is no benefit or expense to be provided by the plan and/or paid from the plan's assets for which liabilities or current costs have not been established or otherwise taken into account in the valuation. All known events or trends which may require a material increase in plan costs or required contribution rates have been taken into account in the valuation.



Jason L. Franken, FSA, EA, MAAA
Enrolled Actuary #14-6888

DEVELOPMENT OF MAY 1, 2015 AMORTIZATION PAYMENT

(1) Unfunded Actuarial Accrued Liability as of May 1, 2014	\$8,838,803
(2) Village's Normal Cost Applicable for the year	238,260
(3) Interest on (1) and (2)	635,394
(4) Sponsor Contributions to the System during the year ending April 30, 2015	764,804
(5) Interest on (4)	<u>26,768</u>
(6) Expected UAAL as of May 1, 2015 (1)+(2)+(3)-(4)-(5)	\$8,920,885
(7) Change in UAAL Due to Actuarial (Gain)/Loss and Assumption Changes	<u>1,539,744</u>
(8) Unfunded Actuarial Accrued Liability as of May 1, 2015	\$10,460,629

	Date Established	Years Remaining	5/1/2015 Amount	Amortization Amount
	5/1/2015	25	<u>10,460,629</u>	<u>576,407</u>
Total			10,460,629	576,407

PROJECTION OF BENEFIT PAYMENTS

Year	Payments for Current Actives	Payments for Current Inactives	Total Payments
2015	90,360	1,193,950	1,284,310
2016	159,122	1,190,015	1,349,137
2017	231,130	1,215,576	1,446,706
2018	288,159	1,236,728	1,524,887
2019	344,221	1,259,665	1,603,886
2020	401,409	1,288,615	1,690,024
2021	458,612	1,299,510	1,758,122
2022	508,856	1,319,928	1,828,784
2023	550,273	1,322,851	1,873,124
2024	599,416	1,321,450	1,920,866
2025	650,214	1,315,711	1,965,925
2026	703,021	1,305,676	2,008,697
2027	753,085	1,291,401	2,044,486
2028	828,272	1,272,996	2,101,268
2029	899,800	1,250,654	2,150,454
2030	963,449	1,224,551	2,188,000
2031	1,031,515	1,194,863	2,226,378
2032	1,089,996	1,161,781	2,251,777
2033	1,171,871	1,125,452	2,297,323
2034	1,240,754	1,085,982	2,326,736
2035	1,308,757	1,043,478	2,352,235
2036	1,373,990	998,085	2,372,075
2037	1,435,796	950,065	2,385,861
2038	1,501,917	899,690	2,401,607
2039	1,544,385	847,314	2,391,699
2040	1,574,178	793,408	2,367,586
2041	1,627,692	738,448	2,366,140
2042	1,653,189	682,994	2,336,183
2043	1,704,492	627,638	2,332,130
2044	1,736,727	572,889	2,309,616
2045	1,785,517	519,276	2,304,793
2046	1,798,816	467,304	2,266,120
2047	1,801,520	417,337	2,218,857
2048	1,795,437	369,712	2,165,149
2049	1,782,265	324,796	2,107,061
2050	1,763,249	282,841	2,046,090
2051	1,738,842	244,030	1,982,872
2052	1,708,680	208,515	1,917,195
2053	1,674,538	176,320	1,850,858
2054	1,635,691	147,481	1,783,172

ACTUARIAL ASSUMPTIONS AND METHODS

Mortality Rate	RP-2000 Combined Healthy Mortality with a blue collar adjustment.
Disabled Mortality Rate	RP-2000 Disabled Retiree Mortality.
Interest Rate	7.00% per year compounded annually, net of investment related expenses.
Retirement Age	See table below.
Disability Rate	See table below. 70% of the disabilities are assumed to be in the line of duty.
Termination Rate	See table below.
Salary Increases	Rates vary by age from 24 to 55, with level increases after age 55.

Age	Rate
25	6.86%
30	4.98%
35	4.03%
40	3.52%
45	3.31%
50	3.18%
55	3.12%

Payroll Growth	4.00%. This assumption will be adjusted downward by 0.25% per year until it reaches 3.00% on May 1, 2019.
Inflation	2.00% per year.
Cost-of-Living Adjustment	<p><u>Tier 1:</u> 3.00% per year after age 55. Those that retire prior to age 55 receive an increase of 1/12 of 3.00% for each full month since benefit commencement upon reaching age 55.</p> <p><u>Tier 2:</u> 1.00% per year after the later of attainment of age 60 or first anniversary of retirement.</p>
Administrative Expenses	None assumed.
Marital Status	85% of Members are assumed to be married.
Spouse's Age	Males are assumed to be three years older than females.

ACTUARIAL ASSUMPTIONS AND METHODS

% Terminating During the Year		% Becoming Disabled During the Year		% Retiring During the Year	
Age	Rate	Age	Rate	Age	Rate
15 - 24	10.00%	20	0.05%	<=49	0%
25	7.50%	25	0.05%	50 - 54	20%
26 - 27	6.25%	30	0.22%	55 - 59	25%
28 - 31	5.00%	35	0.26%	60 - 62	33%
32 - 34	4.00%	40	0.40%	63 - 69	50%
35 - 37	3.00%	45	0.65%	>=70	100%
38 - 49	2.00%	50	0.95%		
>=50	3.50%	55	1.30%		
		60	1.65%		
		65	2.00%		

Funding Method

Entry Age Normal Cost Method.

Actuarial Asset Method

Investment gains and losses are smoothed over a 5-year period.

Amortization Method

100% of the UAAL is amortized according to a Level Percent of Pay method over a period of 30 years beginning May 1, 2010. Once it reaches 15 years remaining, it will switch to a 15 year open period amortization.

VALUATION NOTES

Total Annual Payroll is the projected annual rate of pay for the fiscal year following the valuation date of all covered members.

Present Value of Benefits is the single sum value on the valuation date of all future benefits to be paid to current Members, Retirees, Beneficiaries, Disability Retirees and Vested Terminations.

Normal (Current Year's) Cost is the current year's cost for benefits yet to be funded.

Unfunded Accrued Liability is a liability which arises when a pension plan is initially established or improved and such establishment or improvement is applicable to all years of past service.

Total Required Contribution is equal to the Normal Cost plus an amount sufficient to amortize the Unfunded Accrued Liability over 30 years from May 1, 2010. The required amount is adjusted for interest to the end of the year.

Entry Age Normal Cost Method - Under this method, the normal cost is the sum of the individual normal costs for all active participants. For an active participant, the normal cost is the participant's normal cost accrual rate, multiplied by the participant's current compensation.

- (a) The normal cost accrual rate equals:
 - (i) the present value of future benefits for the participant, determined as of the participant's entry age, divided by
 - (ii) the present value of the compensation expected to be paid to the participant for each year of the participant's anticipated future service, determined as of the participant's entry age.
- (b) In calculating the present value of future compensation, the salary scale is applied both retrospectively and prospectively to estimate compensation in years prior to and subsequent to the valuation year based on the compensation used for the valuation.
- (c) The accrued liability is the sum of the individual accrued liabilities for all participants and beneficiaries. A participant's accrued liability equals the present value, at the participant's attained age, of future benefits less the present value at the participant's attained age of the individual normal costs payable in the future. A beneficiary's accrued liability equals the present value, at the beneficiary's attained age, of future benefits. The unfunded accrued liability equals the total accrued liability less the actuarial value of assets.
- (d) Under this method, the entry age used for each active participant is the participant's age at the time he or she would have commenced participation if the plan had always been in existence under current terms, or the age as of which he or she first earns service credits for purposes of benefit accrual under the current terms of the plan.

ACTUARIAL ASSET VALUATION

April 30, 2015

Actuarial Assets for funding purposes are developed by recognizing the total actuarial investment gain or loss for each Plan Year over a five year period. In the first year, 20% of the gain or loss is recognized. In the second year 40%, in the third year 60%, in the fourth year 80%, and in the fifth year 100% of the gain or loss is recognized. The actuarial investment gain or loss is defined as the actual return on investments minus the actuarial assumed investment return. Actuarial Assets shall not be less than 80% nor greater than 120% of the Market Value of Assets.

Plan Year Ending	Gain/(Loss)	Gains/(Losses) Not Yet Recognized				
		Amounts Not Yet Recognized by Valuation Year				
		2015	2016	2017	2018	2019
4/30/2012	(686,570)	(137,314)	0	0	0	0
4/30/2013	(2,833)	(1,133)	(567)	0	0	0
4/30/2014	252,963	151,778	101,185	50,593	0	0
4/30/2015	(117,322)	(93,858)	(70,393)	(46,929)	(23,464)	0
Total		(80,527)	30,225	3,664	(23,464)	0

Development of Investment Gain/Loss

Market Value of Assets, excluding Taxes Receivable, 4/30/2014	12,900,702
Contributions Less Benefit Payments & Administrative Expenses	(219,664)
Expected Investment Earnings *	895,361
Actual Net Investment Earnings	<u>778,039</u>
2015 Actuarial Investment Gain/(Loss)	(117,322)

*Expected Investment Earnings = 7.00% x (12,900,702 + 0.5 x -219,664)

Development of Actuarial Value of Assets

Market Value of Assets, 4/30/2015	13,459,077
(Gains)/Losses Not Yet Recognized	<u>80,527</u>
Actuarial Value of Assets, 4/30/2015	13,539,604

(A) 4/30/2014 Actuarial Assets, adjusted for Taxes Receivable: ** align="right">12,856,213

(I) Net Investment Income:

1. Interest and Dividends	262,510
2. Realized Gains (Losses)	0
3. Change in Actuarial Value	700,891
4. Investment Expenses	<u>(60,346)</u>
Total	903,055

(B) 4/30/2015 Actuarial Assets: align="right">13,539,604

Actuarial Asset Rate of Return = (2 x I) / (A + B - I): align="right">7.08%

Market Value of Assets Rate of Return: align="right">6.08%

5/1/2015 Limited Actuarial Assets: align="right">13,539,604

** The 4/30/2014 actuarial value of assets used to determine the recommended actuarial contribution was \$13,240,625.

However, the assets used to determine the GASB 25 contribution, which was the metric used to determine plan funding, excluded the taxes receivable.

CHANGES IN NET ASSETS AVAILABLE FOR BENEFITS
April 30, 2015
Actuarial Asset Basis

INCOME		
Contributions:		
Member	174,138	
Village	764,804	
Total Contributions		938,942
Earnings from Investments		
Interest & Dividends	262,510	
Change in Actuarial Value	700,891	
Total Earnings and Investment Gains		963,401
EXPENSES		
Administrative Expenses:		
Investment Related*	60,346	
Other	38,066	
Total Administrative Expenses		98,412
Distributions to Members:		
Benefit Payments	1,120,540	
Refund of Contributions/Transfers	0	
Total Distributions		1,120,540
Change in Net Assets for the Year		683,391
Net Assets Beginning of the Year		13,240,625
Taxes Receivable		(384,412)
Net Assets Beginning of the Year, excluding Taxes Receivable		12,856,213
Net Assets End of the Year**		13,539,604

*Investment Related expenses include investment advisory, custodial and performance monitoring fees.

**Net Assets may be limited for actuarial consideration.

STATISTICAL DATA ¹

	<u>5/1/2012</u>	<u>5/1/2013</u>	<u>5/1/2014</u>	<u>5/1/2015</u>
<u>Active Members</u>				
<i>Tier 1</i>				
Number	N/A	N/A	N/A	16
Average Current Age	N/A	N/A	N/A	44.4
Average Age at Employment	N/A	N/A	N/A	27.4
Average Past Service	N/A	N/A	N/A	17.0
Average Annual Salary	N/A	N/A	N/A	\$90,653
<i>Tier 2</i>				
Number	N/A	N/A	N/A	5
Average Current Age	N/A	N/A	N/A	27.8
Average Age at Employment	N/A	N/A	N/A	26.4
Average Past Service	N/A	N/A	N/A	1.4
Average Annual Salary	N/A	N/A	N/A	\$65,926
<u>Retirees & Beneficiaries</u>				
Number	N/A	N/A	N/A	20
Average Current Age	N/A	N/A	N/A	69.5
Average Annual Benefit	N/A	N/A	N/A	\$53,732
<u>Disability Retirees</u>				
Number	N/A	N/A	N/A	2
Average Current Age	N/A	N/A	N/A	54.1
Average Annual Benefit	N/A	N/A	N/A	\$41,265
<u>Terminated Vested Members</u>				
Number	N/A	N/A	N/A	1
Average Current Age	N/A	N/A	N/A	30.0
Average Annual Benefit	N/A	N/A	N/A	\$0 ²

¹ Historical values are not available.

² The terminated vested participants who are included in the valuation are awaiting a refund of employee contributions. Therefore, they will not be entitled to a future annual benefit from the plan.

AGE AND SERVICE DISTRIBUTION

PAST SERVICE

AGE	0	1	2	3	4	5-9	10-14	15-19	20-24	25-29	30+	Total
15 - 19	0	0	0	0	0	0	0	0	0	0	0	0
20 - 24	0	0	0	0	0	0	0	0	0	0	0	0
25 - 29	2	0	1	0	1	0	0	0	0	0	0	4
30 - 34	0	1	0	0	0	3	0	0	0	0	0	4
35 - 39	0	0	0	0	0	1	2	0	0	0	0	3
40 - 44	0	0	0	0	0	1	0	2	0	0	0	3
45 - 49	0	0	0	0	0	0	0	1	0	0	0	1
50 - 54	0	0	0	0	0	0	0	1	0	3	0	4
55 - 59	0	0	0	0	0	0	0	0	0	0	1	1
60 - 64	0	0	0	0	0	0	0	0	0	0	1	1
65+	0	0	0	0	0	0	0	0	0	0	0	0
Total	2	1	1	0	1	5	2	4	0	3	2	21

PARTICIPANT RECONCILIATION

1. Active lives

a. Number in prior valuation 5/1/2014	21
b. Terminations	
i. Vested (partial or full) with deferred benefits	0
ii. Non-vested or full lump sum distribution received	0
c. Deaths	
i. Beneficiary receiving benefits	0
ii. No future benefits payable	0
d. Disabled	0
e. Retired	2
f. Voluntary withdrawal	0
g. Continuing participants	19
h. New entrants	2
i. Data corrections	0
j. Total active life participants in 5/1/2015 valuation	21

2. Non-Active lives (including beneficiaries receiving benefits)

	Service Retirees, Vested Receiving <u>Benefits</u>	Vested <u>Deferred</u>	Receiving Disability <u>Benefits</u>	Receiving Death <u>Benefits</u>	<u>Total</u>
Participants, 5/1/2014	15	1	2	4	22
Retired	2	0	0	0	2
Vested Deferred	0	0	0	0	0
Death, With Survivor	0	0	0	0	0
Death, No Survivor	(1)	0	0	0	(1)
Disabled	0	0	0	0	0
Refund of Contributions	0	0	0	0	0
Rehires	0	0	0	0	0
Data Corrections	0	0	0	0	0
Participants, 5/1/2015	16	1	2	4	23

SUMMARY OF CURRENT PLAN

<u>Article 3 Pension Fund</u>	The Plan is established and administered as prescribed by “Article 3. Police Pension Fund – Municipalities 500,000 and Under” of the Illinois Pension Code.
<u>Credited Service</u>	Years and fractional parts of years of service as a sworn police officer employed by the Village.
<u>Normal Retirement</u>	
Date	Tier 1: Age 50 and 20 years of Credited Service. Tier 2: Age 55 with 10 years of service.
Benefit	Tier 1: 50% of annual salary attached to rank on last day of service plus 2.50% of annual salary for each year of service over 20 years, up to a maximum of 75% of salary. The minimum monthly benefit is \$1,000 per month. Tier 2: 2.50% per year of service times the average salary for the eight consecutive years prior to retirement times the number of years of service. The maximum benefit is 75% of average salary.
Form of Benefit	Tier 1: For married retirees, an annuity payable for the life of the Member; upon the death of the member, 100% of the Member’s benefit payable to the spouse until death. For unmarried retirees, the normal form is a Single Life Annuity. Tier 2: Same as above, but with 66 2/3% of benefit continued to spouse.
<u>Cost-of-Living Adjustment</u>	Tier 1: An annual increase equal to 3.00% per year after age 55. Those that retire prior to age 55 receive an increase of 1/12 of 3.00% for each full month since benefit commencement upon reaching age 55. Tier 2: An annual increase each January 1 equal to 3.00% per year or one-half of the annual unadjusted percentage increase in the consumer price index-u for the 12 months ending with the September preceding each November 1, whichever is less, of the original pension after the attainment of age 60 or first anniversary of pension start date whichever is later.
<u>Disability Benefit</u>	
Eligibility	Total and permanent as determined by the Board of Trustees.

Benefit Amount

A maximum of:

- a.) 65% of salary attached to the rank held by Member on last day of service, and;
- b.) The monthly retirement pension that the Member is entitled to receive if he or she retired immediately.

For non-service connected disabilities, a benefit of 50% of salary attached to rank held by Member on last day of service.

Pre-Retirement Death Benefit

Service Incurred

100% of salary attached to rank held by Member on last day of service.

Non-Service Incurred

A maximum of:

- a.) 50% of salary attached to the rank held by Member on last day of service, and;
- b.) The monthly retirement pension earned by the deceased Member at the time of death, regardless of whether death occurs before or after age 50.

For non-service deaths with less than 10 years of service, a refund of member contributions is provided.

Contributions

Employee

9.91% of Salary.

Village

Remaining amount necessary for payment of Normal (current year's) Cost and amortization of the accrued past service liability over a period ending in 2040.

Vesting (Termination)

Less than 10 years

Refund of Member Contributions.

10 or more years

Either the termination benefit, payable upon reaching age 60, provided contributions are not withdrawn, or a refund of member contributions. The termination benefit is 2.50% of annual salary held in the year prior to termination times credited service.

Board of Trustees

The Board consists of two members appointed by the Village, two active Members of the Police Department elected by the Membership and one retired Member of the Police Department elected by the Membership.

STATEMENT OF FIDUCIARY NET POSITION
April 30, 2015

<u>ASSETS</u>	MARKET VALUE
Cash and Cash Equivalents:	
Checking Account	4,840
Money Market	910,364
Total Cash and Equivalents	915,204
Receivables:	
Accrued Past Due Interest	26,169
Total Receivable	26,169
Investments:	
Stocks	2,737,971
Corporate Bonds	4,854,642
Mutual Funds	4,916,483
Total Investments	12,509,096
Other Assets	10,513
Total Assets	13,460,982
<u>LIABILITIES</u>	
Liabilities:	
Payable:	
Expenses	1,905
Total Liabilities	1,905
Net Assets:	
Active and Retired Members' Equity	13,459,077
NET POSITION RESTRICTED FOR PENSIONS	13,459,077
TOTAL LIABILITIES AND NET ASSETS	13,460,982

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FOR THE YEAR ENDED April 30, 2015
Market Value Basis

ADDITIONS

Contributions:

Member	174,138
Village	764,804

Total Contributions	938,942
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Investment Income:

Net Increase in Fair Value of Investments	575,875
Interest & Dividends	262,510
Less Investment Expense ¹	(60,346)

Net Investment Income	778,039
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Total Additions	1,716,981
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DEDUCTIONS

Distributions to Members:

Benefit Payments	1,120,540
Refund of Contributions/Transfers	0

Total Distributions	1,120,540
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Administrative Expenses	38,066
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Total Deductions	1,158,606
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Net Increase in Net Position	558,375
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NET POSITION RESTRICTED FOR PENSIONS

Beginning of the Year	13,285,114
Taxes Receivable	(384,412)

Beginning of the Year, excluding Taxes Receivable	12,900,702
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End of the Year	13,459,077
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¹Investment Related expenses include investment advisory, custodial and performance monitoring fees.

NOTES TO THE FINANCIAL STATEMENTS
(For the Year Ended April 30, 2015)

Plan Description

Plan Administration

The Plan is administered by a Board of Trustees comprised of:

- a.) Two members appointed by the Village,
- b.) Two active Members of the Police Department elected by the Membership, and
- c.) One retired Member of the Police Department elected by the Membership.

Plan Membership as of May 1, 2015:

Inactive Plan Members or Beneficiaries Currently Receiving Benefits	22
Inactive Plan Members Entitled to but Not Yet Receiving Benefits	1
Active Plan Members	21
	44
	44

Benefits Provided

The Plan provides retirement, termination, disability and death benefits.

Normal Retirement:

Age: Tier 1: Age 50 and 20 years of service.

Tier 2: Age 55 with 20 years of service.

Benefit: 2.5% of Average Final Compensation times Credited Service.

Early Retirement:

Age: Tier 1: Age 60 and 8 years of service.

Tier 2: Age 55 with 10 years of service.

Benefit: Determined as for Normal Retirement; Benefit for members hired after January 1, 2011 is reduced 6.0% for each year that Early Retirement precedes Normal Retirement.

Vesting (Termination):

Tier 1: Less than 8 years: Refund of accumulated contributions without interest.

8 or more: Refund of Contributions or accrued benefit payable at retirement age.

Tier 2: Less than 10 years: Refund of accumulated contributions without interest.

10 or more: Refund of Contributions or accrued benefit payable at retirement age.

Disability:

Eligibility: Total and permanent as determined by the Board of Trustees.

Benefit: Benefit accrued to date of disability. Minimum benefit for Service Incurred is 65% of AFC. For Non-Service Incurred benefit is 50% of Salary.

Pre-Retirement Death Benefits:

Service Incurred: 100% of Salary.

Non-Service Incurred: Greater of 50% of salary or accrued benefit.

Non-Vested: Refund of Required Contribution Account.

Cost-of-Living Adjustments:

Tier 1: Retirees - 3% per year upon attaining age 55. For retirements prior to age 55, 1/12 of 3% per month benefit commences prior to reaching age 55. Disabled Retirees - annual increase of 3% of the original benefit amount upon attaining age 60. For disablements prior to age 60, 3% of original benefit per year benefit commenced prior to age 60.

Tier 2: An annual increase equal to the lesser of 3% per year or 1/2 the annual unadjusted percentage increase in the consumer price index-u for the 12 months ending with the September preceding each November 1, of the original pension after attaining age 60.

Contributions

Remaining amount necessary for payment of Normal (current year's) Cost and amortization of the accrued past service liability over a closed 30 year period starting May 1, 2011 until the remaining period reaches 15 years, at which time it becomes an open 15 year amortization period.

Investments

Investment Policy:

The following was the Board's adopted asset allocation policy as of April 30, 2015:

<u>Asset Class</u>	<u>Target Allocation</u>
Equity	55.0%
Fixed Income	40.0%
Cash	5.0%
Total	100.0%

Concentrations:

The Plan did not hold investments in any one organization that represent 5 percent or more of the Pension Plan's fiduciary net position.

Rate of Return:

For the year ended April 30, 2015 the annual money-weighted rate of return on Pension Plan investments, net of pension plan investment expense, was 6.08 percent.

The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

NET PENSION LIABILITY OF THE SPONSOR

The components of the net pension liability of the sponsor on April 30, 2015 were as follows:

Total Pension Liability	\$ 23,826,282
Plan Fiduciary Net Position	\$ (13,459,077)
Sponsor's Net Pension Liability	<u>\$ 10,367,205</u>
Plan Fiduciary Net Position as a percentage of Total Pension Liability	56.49%

Actuarial Assumptions:

The total pension liability was determined by an actuarial valuation as of May 1, 2015 using the following actuarial assumptions applied to all measurement periods.

Inflation	2.00%
Salary Increases	Graded by age from 7.19% to 3.12% at age 55 and later
Investment Rate of Return	7.00%

RP-2000 Combined Healthy Mortality Table with a Blue Collar Adjustment. For Disabled lives, RP-2000 Disabled Mortality Table.

The demographic assumptions used in the May 1, 2015 valuation were based on the results of an actuarial experience study performed by the State of Illinois Department of Insurance.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocation as of April 30, 2015 are summarized in the following table:

Asset Class	Long Term Expected Real Rate of Return
Equity	7.0%
Fixed Income	1.5%
Cash	0.0%

Discount Rate:

The discount rate used to measure the total pension liability was 7.00 percent.

The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that sponsor contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

	1% Decrease 6.00%	Current Discount Rate 7.00%	1% Increase 8.00%
Sponsor's Net Pension Liability	\$ 13,331,013	\$ 10,367,205	\$ 7,897,515

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
Last 10 Fiscal Years

	<u>04/30/2015</u>
Total Pension Liability	
Service Cost	383,311
Interest	1,592,380
Changes of Benefit Terms	-
Differences Between Expected and Actual Experience	45,889
Changes of Assumptions	-
Contributions - Buy Back	-
Benefit Payments, Including Refunds of Employee Contributions	<u>(1,120,540)</u>
Net Change in Total Pension Liability	901,040
Total Pension Liability - Beginning	22,925,242
Total Pension Liability - Ending (a)	<u><u>\$ 23,826,282</u></u>
Plan Fiduciary Net Position	
Contributions - Employer	764,804
Contributions - Employee	174,138
Contributions - Buy Back	-
Net Investment Income	778,039
Benefit Payments, Including Refunds of Employee Contributions	(1,120,540)
Administrative Expense	(38,066)
Other	-
Net Change in Plan Fiduciary Net Position	<u>558,375</u>
Plan Fiduciary Net Position - Beginning	12,900,702
Plan Fiduciary Net Position - Ending (b)	<u><u>\$ 13,459,077</u></u>
Net Pension Liability - Ending (a) - (b)	<u><u>\$ 10,367,205</u></u>
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	56.49%
Covered Employee Payroll	\$ 1,780,085
Net Pension Liability as a Percentage of Covered Employee Payroll	582.40%

SCHEDULE OF CONTRIBUTIONS
Last 10 Fiscal Years

	<u>04/30/2015</u>
Actuarially Determined Contribution	769,518
Contributions in Relation to the	
Actuarially Determined Contributions	764,804
Contribution Deficiency (Excess)	\$ 4,714
Covered Employee Payroll	1,780,085
Contributions as a Percentage of	
Covered Employee Payroll	42.96%

Notes to Schedule

Valuation Date: 5/1/2014

Actuarially determined contribution is calculated as of January 1 of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Funding Method:	Entry Age Normal.
Amortization Method:	Level percent of payroll.
Remaining Amortization Period:	23 Years (as of 1/1/2014).
Actuarial Asset Method:	Assets are valued with an adjustment made to market assets to uniformly spread actuarial investment gains and losses (as measured by actual market value investment return against expected market value investment return) over a five-year period.
Inflation:	2.00% per year.
Salary Increases:	Graded by age from 7.19% to 3.12% at age 55 and later.
Payroll Growth:	4.00%% per year.
Interest Rate:	7.00% per year compounded annually, net of investment related expenses.
Retirement Rates	See Table Below.
Termination Rates:	See Table Below.
Disability Rates:	See Table Below. It is assumed that 15% of Disability Retirements and 5% of Pre-Retirement Deaths are service-related.
Mortality:	RP-2000 Combined Healthy Mortality Table (male) with blue collar adjustment and with a 200% load for participants under age 50 and 125% for participants age 50 and over.

Other Information:

Termination and Disability Rate Table.

<u>Age</u>	<u>% Terminating During the Year</u>	<u>% Becoming Disabled During the Year</u>
25	7.34%	0.13%
30	4.16%	0.26%
35	2.23%	0.44%
40	1.19%	0.71%
45	1.02%	1.08%
50	0.00%	1.59%

Retirement Rate Table

<u>Age</u>	<u>% Retiring During the Year</u>	<u>Age</u>	<u>% Retiring During the Year</u>
50	36.0%	60	22.0%
51	22.0%	61	30.0%
52	18.0%	62	39.0%
53	19.0%	63	48.0%
54	19.0%	64	57.0%
55	20.0%	65	65.0%
56	20.0%	66	74.0%
57	20.0%	67	83.0%
58	21.0%	68	91.0%
59	21.0%	69	0.0%

SCHEDULE OF INVESTMENT RETURNS
Last 10 Fiscal Years

	<u>04/30/2015</u>
Annual Money-Weighted Rate of Return	
Net of Investment Expense	6.08%

NOTES TO THE FINANCIAL STATEMENTS
(For the Year Ended April 30, 2015)

General Information about the Pension Plan

Plan Administration

The Plan is administered by a Board of Trustees comprised of:

- a.) Two members appointed by the Village,
- b.) Two active Members of the Police Department elected by the Membership, and
- c.) One retired Member of the Police Department elected by the Membership.

Plan Membership as of May 1, 2015:

Inactive Plan Members or Beneficiaries Currently Receiving Benefits	22
Inactive Plan Members Entitled to but Not Yet Receiving Benefits	1
Active Plan Members	21
	44
	44

Benefits Provided

The Plan provides retirement, termination, disability and death benefits.

Normal Retirement:

Age: Tier 1: Age 50 and 20 years of service.

Tier 2: Age 55 with 20 years of service.

Benefit: 2.5% of Average Final Compensation times Credited Service.

Early Retirement:

Age: Tier 1: Age 60 and 8 years of service.

Tier 2: Age 55 with 10 years of service.

Benefit: Determined as for Normal Retirement; Benefit for members hired after January 1, 2011 is reduced 6.0% for each year that Early Retirement precedes Normal Retirement.

Vesting (Termination):

Tier 1: Less than 8 years: Refund of accumulated contributions without interest.

8 or more: Refund of Contributions or accrued benefit payable at retirement age.

Tier 2: Less than 10 years: Refund of accumulated contributions without interest.

10 or more: Refund of Contributions or accrued benefit payable at retirement age.

Disability:

Eligibility: Total and permanent as determined by the Board of Trustees.

Benefit: Benefit accrued to date of disability. Minimum benefit for Service Incurred is 65% of AFC. For Non-Service Incurred benefit is 50% of Salary.

Pre-Retirement Death Benefits:

Service Incurred: 100% of Salary.

Non-Service Incurred: Greater of 50% of salary or accrued benefit.

Non-Vested: Refund of Required Contribution Account.

Cost-of-Living Adjustments:

Tier 1: Retirees - 3% per year upon attaining age 55. For retirements prior to age 55, 1/12 of 3% per month benefit commences prior to reaching age 55. Disabled Retirees - annual increase of 3% of the original benefit amount upon attaining age 60. For disablements prior to age 60, 3% of original benefit per year benefit commenced prior to age 60.

Tier 2: An annual increase equal to the lesser of 3% per year or 1/2 the annual unadjusted percentage increase in the consumer price index-u for the 12 months ending with the September preceding each November 1, of the original pension after attaining age 60.

Contributions

Remaining amount necessary for payment of Normal (current year's) Cost and amortization of the accrued past service liability over a closed 30 year period starting May 1, 2011 until the remaining period reaches 15 years, at which time it becomes an open 15 year amortization period.

Net Pension Liability

The Sponsor's net pension liability was measured as of April 30, 2015.

The total pension liability used to calculate the net pension liability was determined as of that date.

Actuarial Assumptions:

The total pension liability was determined by an actuarial valuation as of May 1, 2015 using the following actuarial assumptions applied to all measurement periods.

Inflation	2.00%
Salary Increases	Graded by age from 7.19% to 3.12% at age 55 and later
Investment Rate of Return	7.00%

RP-2000 Combined Healthy Mortality Table with a Blue Collar Adjustment. For Disabled lives, RP-2000 Disabled Mortality Table.

The demographic assumptions used in the May 1, 2015 valuation were based on the results of an actuarial experience study performed by the State of Illinois Department of Insurance.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocation as of April, 30 2015 are summarized in the following table:

Asset Class	Target Allocation	Long Term Expected Real Rate of Return
Equity	55.0%	7.0%
Fixed Income	40.0%	1.5%
Cash	5.0%	0.0%
Total	100%	

Discount Rate:

The discount rate used to measure the total pension liability was 7.00 percent.

The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that sponsor contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate.

Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

CHANGES IN NET PENSION LIABILITY

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
	(a)	(b)	(a)-(b)
Balances at April 30, 2014	\$ 22,925,242	\$ 12,900,702	\$ 10,024,540
Changes for a Year:			
Service Cost	383,311		383,311
Interest	1,592,380		1,592,380
Differences Between Expected and Actual Experience	45,889		45,889
Changes of Assumptions	-		-
Changes of Benefit Terms	-		-
Contributions - Employer		764,804	(764,804)
Contributions - Employee		174,138	(174,138)
Contributions - Buy Back	-	-	-
Net Investment Income		778,039	(778,039)
Benefit Payments, Including Refunds of Employee Contributions	(1,120,540)	(1,120,540)	-
Administrative Expense		(38,066)	38,066
Other Changes	-	-	-
New Changes	901,040	558,375	342,665
Balances at April 30, 2015	\$ 23,826,282	\$ 13,459,077	\$ 10,367,205

Sensitivity of the net pension liability to changes in the discount rate.

	Current Discount		
	1% Decrease	Rate	1% Increase
	6.00%	7.00%	8.00%
Sponsor's Net Pension Liability	\$ 13,331,013	\$ 10,367,205	\$ 7,897,515

Pension plan fiduciary net position.

Detailed information about the pension plan's fiduciary net position is available in a separately issued Plan financial report.

**PENSION EXPENSE AND DEFERRED OUTFLOWS OF RESOURCES AND DEFERRED INFLOWS
OF RESOURCES RELATED TO PENSIONS**

For the year ended April 29, 2016 the Sponsor will recognize a pension expense of \$975,370.
On April 29, 2016 the Sponsor reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	38,241	-
Changes of Assumptions	-	-
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	93,858	-
Total	\$ 132,099	\$ -

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended April 30:		
2016	\$	31,112
2017	\$	31,112
2018	\$	31,113
2019	\$	31,113
2020	\$	7,649
Thereafter	\$	-

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
Last 10 Fiscal Years

	<u>04/30/2015</u>
Total Pension Liability	
Service Cost	383,311
Interest	1,592,380
Changes of Benefit Terms	-
Differences Between Expected and Actual Experience	45,889
Changes of Assumptions	-
Contributions - Buy Back	-
Benefit Payments, Including Refunds of Employee Contributions	<u>(1,120,540)</u>
Net Change in Total Pension Liability	901,040
Total Pension Liability - Beginning	22,925,242
Total Pension Liability - Ending (a)	<u><u>\$ 23,826,282</u></u>
Plan Fiduciary Net Position	
Contributions - Employer	764,804
Contributions - Employee	174,138
Contributions - Buy Back	-
Net Investment Income	778,039
Benefit Payments, Including Refunds of Employee Contributions	(1,120,540)
Administrative Expense	(38,066)
Other	-
Net Change in Plan Fiduciary Net Position	<u>558,375</u>
Plan Fiduciary Net Position - Beginning	12,900,702
Plan Fiduciary Net Position - Ending (b)	<u><u>\$ 13,459,077</u></u>
Net Pension Liability - Ending (a) - (b)	<u><u>\$ 10,367,205</u></u>
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	56.49%
Covered Employee Payroll	\$ 1,780,085
Net Pension Liability as a Percentage of Covered Employee Payroll	582.40%

SCHEDULE OF CONTRIBUTIONS
Last 10 Fiscal Years

	04/30/2015
Actuarially Determined Contribution	769,518
Contributions in Relation to the Actuarially Determined Contributions	764,804
Contribution Deficiency (Excess)	\$ 4,714
Covered Employee Payroll	\$ 1,780,085
Contributions as a Percentage of Covered Employee Payroll	42.96%

Notes to Schedule

Valuation Date: 5/1/2014

Actuarially determined contribution is calculated as of January 1 of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Funding Method:	Entry Age Normal.
Amortization Method:	Level percent of payroll.
Remaining Amortization Period:	23 Years (as of 1/1/2014).
Actuarial Asset Method:	Assets are valued with an adjustment made to market assets to uniformly spread actuarial investment gains and losses (as measured by actual market value investment return against expected market value investment return) over a five-year period.
Inflation:	2.00% per year.
Salary Increases:	Graded by age from 7.19% to 3.12% at age 55 and later.
Payroll Growth:	4.00%% per year.
Interest Rate:	7.00% per year compounded annually, net of investment related expenses.
Retirement Rates	See Table Below.
Termination Rates:	See Table Below.
Disability Rates:	See Table Below. It is assumed that 15% of Disability Retirements and 5% of Pre-Retirement Deaths are service-related.
Mortality:	RP-2000 Combined Healthy Mortality Table (male) with blue collar adjustment and with a 200% load for participants under age 50 and 125% for participants age 50 and over.

Other Information:

Termination and Disability Rate Table.

<u>Age</u>	<u>% Terminating During the Year</u>	<u>% Becoming Disabled During the Year</u>
25	7.34%	0.13%
30	4.16%	0.26%
35	2.23%	0.44%
40	1.19%	0.71%
45	1.02%	1.08%
50	0.00%	1.59%

Retirement Rate Table

<u>Age</u>	<u>% Retiring During the Year</u>	<u>Age</u>	<u>% Retiring During the Year</u>
50	36.0%	60	22.0%
51	22.0%	61	30.0%
52	18.0%	62	39.0%
53	19.0%	63	48.0%
54	19.0%	64	57.0%
55	20.0%	65	65.0%
56	20.0%	66	74.0%
57	20.0%	67	83.0%
58	21.0%	68	91.0%
59	21.0%	69	0.0%

COMPONENTS OF PENSION EXPENSE
FISCAL YEAR APRIL 29, 2016

	Net Pension Liability	Deferred Inflows	Deferred Outflows	Pension Expense
Beginning Balance	\$ 10,024,540	\$ -	\$ 764,804	
Total Pension Liability Factors:				
Service Cost	383,311			383,311
Interest	1,592,380			1,592,380
Changes in Benefit Terms	-			-
Contributions - Buy Back	-			-
Differences Between Expected and Actual Experience With Regard to Economic or Demographic Assumptions	45,889	-	45,889	
Current Year Amortization		-	(7,648)	7,648
Changes in Assumptions About Future Economic or Demographic Factors or Other Inputs	-	-	-	
Current Year Amortization		-	-	-
Benefit Payments	(1,120,540)			(1,120,540)
Net Change	<u>901,040</u>	<u>-</u>	<u>38,241</u>	<u>862,799</u>
Plan Fiduciary Net Position:				
Contributions - Employer	764,804		(764,804)	
Contributions - Employee	174,138			(174,138)
Contributions - Buy Back	-			-
Net Investment Income	895,361			(895,361)
Difference Between Projected and Actual Earnings on Pension Plan				
Investments	(117,322)	-	117,322	
Current Year Amortization		-	(23,464)	23,464
Benefit Payments	(1,120,540)			1,120,540
Administrative Expenses	(38,066)			38,066
Other	-			-
Net Change	<u>558,375</u>	<u>-</u>	<u>(670,946)</u>	<u>112,571</u>
Ending Balance	<u>\$ 10,367,205</u>	<u>\$ -</u>	<u>\$ 132,099</u>	<u>\$ 975,370</u>

Administration Committee

**Robert Lautner, Chair
Michael Sheehan
James Kucera**

Village Board Agenda Memo

Date: September 8, 2015

To: President & Board of Trustees

From: Emily Rodman, Assistant Village Manager 

Julia Cedillo, Village Manager 

RE: Approval of Payment to AIS for Network Switches

GENERAL BACKGROUND

Village staff continually works with the Village's IT consultant, All Information Services, Inc. (AIS) to plan for the ongoing maintenance and necessary upgrades to the Village's IT network. As part of the FY 2015-2016 budget, the Village budgeted \$12,000 in the Capital Projects Fund for the replacement of four network switches. The switches were installed by AIS in August. The cost of the hardware was \$10,361.61 and the cost of the labor to install the switches was \$1,275.00, for a total cost of \$11,636.61. The related invoices are attached.

Please note that Invoice 52353 also includes hardware related to the installation of wi-fi at Village Hall to support the paperless agenda process (the payment for which does not require approval by the Village Board).

MOTION/ACTION REQUESTED

This item is for discussion and action.

Motion to Approve Payment to AIS for the Installation of Network Switches in the Amount of \$11,636.61.

RECCOMENDATION

Staff recommends approving the payment to AIS.

DOCUMENTATION

- AIS Invoice 52353 – Network Switches Hardware
- AIS Invoice 52850 – Network Switches Labor

All Information Services, Inc.

6428 Joliet Road, Suite 100
Countryside, IL 60525 US
(708) 352-7050
billing@aislabs.com
http://aislabs.com

BILL TO

Deanne Curelo
Village of LaGrange Park
447 N. Catherine Ave
Lagrange Park, IL 60526
United States

SHIP TO

Deanne Curelo
Village of LaGrange Park
447 N. Catherine Ave
Lagrange Park, IL 60526
United States

INVOICE 52353

DATE 06/19/2015 TERMS Net 60

DUE DATE 08/18/2015

DESCRIPTION	DATE	QTY	RATE	AMOUNT
Hardware Project Cost AIS CAT6 Patch Cable - 3 Ft Blue (06/19/15)	06/19/2015	6	4.00	24.00
Hardware Project Cost Juniper EX2200-24P-4G Ethernet Switch (06/19/15)	06/19/2015	1	1,365.00	1,365.00
Hardware Project Cost Juniper EX2200-48P-4G Ethernet Switch (06/19/15)	06/19/2015	2	2,202.77	4,405.54
Hardware Project Cost Juniper EX4300-24P Layer 3 Switch (06/19/15)	06/19/2015	1	2,506.11	2,506.11
Hardware Project Cost Juniper Gigabit SFP Module (06/19/15)	06/19/2015	6	216.66	1,299.96
License/Subscription/Renewal/Support Project Cost Juniper J-Care - 1 Year Extended Service for EX2200-24P (06/19/15)	06/19/2015	1	119.00	119.00
License/Subscription/Renewal/Support Project Cost Juniper J-Care - 1 Year Extended Service for EX2200-48P (06/19/15)	06/19/2015	2	200.00	400.00

We appreciate your business. Never hesitate to give us a call if you have any questions or concerns. We will be happy to assist.

GO GREEN! Email billing@aislabs.com with the appropriate email address to go paperless!

DESCRIPTION	DATE	QTY	RATE	AMOUNT
License/Subscription/Renewal/Support Project Cost Juniper J-Care - 1 Year Extended Service for EX4300-24P (06/19/15)	06/19/2015	1	242.00	242.00
License/Subscription/Renewal/Support Project Cost Meraki 1 Year License MR Enterprise (06/19/15)	06/19/2015	1	120.00	120.00
Hardware Project Cost Meraki MR32 Wireless Access Point (06/19/15)	06/19/2015	1	570.00	570.00
Hardware Project Cost Misc Project Hardware Expense (06/19/15)	06/19/2015	1	20.00	20.00

From: 06/01/15 to 06/30/15

* Items related to installation of wi-fi for paperless agenda process.

TOTAL DUE \$11,071.61

We appreciate your business. Never hesitate to give us a call if you have any questions or concerns. We will be happy to assist.

GO GREEN! Email billing@aislabs.com with the appropriate email address to go paperless!

All Information Services, Inc.

1815 S. Meyers Road
Suite 820
Oakbrook Terrace, IL 60181 US
(708) 352-7050
billing@aislabs.com
http://aislabs.com

INVOICE 52850

DATE 08/28/2015 TERMS Net 60

DUE DATE 10/27/2015

BILL TO

Deanne Curelo
Village of LaGrange Park
447 N. Catherine Ave
Lagrange Park, IL 60526
United States

DESCRIPTION	DATE	QTY	RATE	AMOUNT
Final Labor Payment Milestone: Switch Replacement Labor Contract Name: Village of LaGrange Park - Switch Replacement Project 061915 (08/27/15)	08/27/2015	1	1,275.00	1,275.00

From: 08/01/15 to 08/31/15

TOTAL DUE

\$1,275.00

We appreciate your business. Never hesitate to give us a call if you have any questions or concerns. We will be happy to assist.

GO GREEN! Email billing@aislabs.com with the appropriate email address to go paperless!

Public Safety Committee

Scott Mesick, Chairman
Patricia Rocco
Robert Lautner

Village Board Agenda Memo

Date: 9/3/2015

To: President and Board of Trustees

From: Ed Rompa, Chief of Police 
Julia Cedillo, Village Manager 

RE: EXCHANGE OF SURPLUS POLICE RIFLES

PURPOSE: Authorization for trade-in of four (4) surplus rifles and purchase of two (2) new rifles through Ray O'Herron, Inc.

GENERAL BACKGROUND:

The La Grange Park Police Department utilized funds from the 2009 Stimulus Grant, in association with Cook County Department of Emergency Management, to purchase four (4) Rock River Firearms (LAR15 5.56 Carbine/ 223 Caliber). Based on the present thought by the Federal government to de-militarize local police departments, Staff feels the best practice is to trade in these surplus rifles and purchase 9mm rifles that are similar to the ammunition utilized by some La Grange Park Police Officers in their duty weapon. These 9mm rifles are new to the market and will assist with specific equipment needs, for proper response to high risk calls.

In conducting extensive research as to the projected resale value of the subject surplus weapons, the Police Department found that the most competitive vendor is Ray O'Herron, Inc. in Downers Grove, Illinois. This company is a "police officer only" vendor, and has quoted \$600 each for the purchase of the four (4) surplus rifles, for a grand total of \$2,400.00.

Ray O'Herron is also the vendor which would be used to purchase the two (2) new 9mm rifles. The cost to purchase these rifles and supplies breaks down as follows:

2 – Rock River Arms (9mm CAR 4A Sub Car Quad) - \$1,040/each	\$ 2,080.00
4 – 30 Round Magazines (\$15/each)	\$ 60.00
Shipping Cost	\$ 60.00
Total Purchase:	\$ 2,200.00

After the sale of the four (4) surplus weapons for \$2,400.00 and the purchase of the two (2) new rifles, this would leave a \$200.00 credit to the Village that will be used in the future.

STAFF RECOMMENDATION:

Staff recommends the trade-in of the four (4) surplus rifles and purchase of two (2) new 9mm rifles through Ray O'Herron, Inc. There would be no cost to the Village for this transaction. Staff is requesting approval of this ordinance at the Work Session as the next scheduled firearm training for the Police Department is in mid-October (the purchase requires some lead time for order and delivery).

MOTION/ACTION REQUESTED:

Motion approving Ordinance 1012 Authorizing the Sale of Surplus Property Owned by the Village of La Grange Park.

DOCUMENTATION

- Quote from Ray O'Herron, Inc.
- Ordinance No. 1012 Authorizing the Sale of Surplus Property Owned by the Village of La Grange Park



Quotation/Order Form

1600 75th St. Downers Grove, IL 60516

Sales Rep. Dan Yara E-Mail dpyara@comcast.net

Cell 708-710-3396 FX 708-532-5714

Date: 8/16/2015

Quotation # 0815

Expiration Date: 10/1/2015

Attn: Sgt. Tim Contois

La Grange Park Police

Phone

447 N. Catherine Ave.

Employee Name: _____

E-mail tcontois@lagrangepa

La Grange Park, IL 60526

P.O. Number _____

VENDER NUMBER	ORDER QUANTITY	ITEM DESCRIPTION	ITEM SIZE	MFG.	UNIT PRICE	TOTAL COST
Rifle Quote						
		Rock River Arms				
9MM1850	2	9mm CAR A4 Carbine, Sub Car Quad, Sub Operator CAR Stock		Rock River	\$ 1,040.00	\$ 2,080.00
		or				
9MM1855	2	9mm Mid A4 Carbine, Sub Mid Quad, Sub Operator CAR Stock		Rock River	\$ 1,045.00	\$ 2,090.00
		Shipping Per Carbine			\$ 30.00	\$ 60.00
		Trade-In Value				
	4	Rock River Arms AR-15 5.56mm Rifles			\$ (600.00)	\$ 2,400.00
		All must be in working conditions with magazines				
Prepared By: Dan Yara Sales Representative Cell #708-710-3396 Office #708-532-5712 Fax #708-532-5714						

ORDINANCE NO. 1012
AUTHORIZING THE SALE OF SURPLUS PROPERTY
OWNED BY THE VILLAGE OF LA GRANGE PARK

WHEREAS, it has been determined that it is no longer in the best interest of the Village of La Grange Park to retain the following property (All items are now owned by the Village of La Grange Park):

Four (4) - Rock River Firearms LAR15 5.56 Carbine / 223 Caliber with the following serial numbers:

- 1) KT1120752 2) KT1043573 3) KT1120749 4)KT1043585

WHEREAS, the Village of La Grange Park has declared this property as surplus, and the best interest of the Village of La Grange Park will be served by its trade-in, with the proceeds going toward the purchase of two (2) new firearms; and

WHEREAS, Ray O'Herron, Inc. of Downers Grove, Illinois, has agreed to purchase these four (4) surplus weapons, and put the proceeds toward the purchase of two (2) new firearms.

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

Section 1: Pursuant to 65 ILCS, 5/11-76-4, the President and Board of Trustees find the following property is hereby declared to be surplus:

Four (4) - Rock River Firearms LAR15 5.56 Carbine / 223 Caliber with the following serial numbers:

- 1) KT1120752 2) KT1043573 3) KT1120749 4)KT1043585

Section 2: The Village Manager/Authorized Agent is hereby authorized to work with Ray O'Herron, Inc. on the trade-in of these firearms, and the purchase of two (2) new firearms.

Section 3: This Ordinance shall be in full force and effect from its passage.

ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois this ____ day of September 2015.

YES:

NOS:

ABSENT:

Approved this ____ day of September 2015.

Dr. James L. Discipio, Village President

ATTEST:

Amanda G. Seidel
Village Clerk

APPROVED AS TO FORM-

C. Keating, Village Attorney

Public Works Committee

Michael Sheehan, Chairman
Jamie Zaura
Scott Mesick

Village Board Agenda Memo

Date: 09/01/2015
To: Village President and Board of Trustees
From: Brendan McLaughlin, Director of Public Works *BSM*
Julia Cedillo, Village Manager *[Signature]*
Re: 2015 Leaf Loading, Transportation and Disposal

PURPOSE: Acceptance of lowest bid for the 2015 Leaf Loading, Transportation and Disposal program.

GENERAL BACKGROUND:

The Village hires a contractor each year to dispose of the leaves that are removed from the streets and stockpiled by Public Works crews. Last year an estimated 3,000 cubic yards of leaves were removed and disposed of.

A Request for Proposal and Bid specifications were prepared, and a Legal Notice was published in the Suburban Life newspaper on July 29, 2015, soliciting bids. Bid packets were also mailed out to 10 contractors.

The following proposals were received:

<u>COMPANY</u>	<u>#1 - Cost Per Bucket</u>	<u>#2 - Cost per Cubic Yard</u>
Rainbow Farm Enterprises, Inc.	\$ 28.00	no bid
DisposAll Waste Services LLC	\$ 45.00	no bid

A cost analysis was performed, and it was determined that the most cost effective method for the removal of leaves would be to use Option #1, Cost per Bucket. *This was the same option used last year, at a cost of \$25.00 per bucket.*

\$30,000 has been budgeted in the Public Works Fund – Refuse Collection & Disposal (#01-44-3-324). It should be noted that in order to keep costs down, the Village will be loading leaves.

STAFF RECOMMENDATION:

Staff recommends hiring Rainbow Farm Enterprises, Inc. to dispose of the leaves this year, and also authorize the Village President to execute the necessary contract documents. Rainbow Farm Enterprises has done leaf hauling work for the Village in the past.

MOTION ACTION REQUESTED:

Motion accepting the proposal of RAINBOW FARM ENTERPRISES, INC. for the disposal of leaves in the amount of \$28.00 Per Bucket (Option #1), not to exceed \$30,000, and authorize the Village President to execute the necessary contract documents.

Documentation:

- Bid Tabs

ATTACHMENT #1

VILLAGE OF LA GRANGE PARK

BID SPECIFICATIONS PROPOSAL FOR LEAF LOADING, TRANSPORTATION and DISPOSAL
2015 PROGRAM

COMPANY NAME: Rainbow Farm Enterprises INC

CONTACT: Jim Muech

DATE OF PROPOSAL: 8/28/15

Please base proposal on the Village loading leaves into the Contractor's trucks.

PROPOSAL

Please provide a proposal for any option listed below that your Company can perform:

Preferred Method

1) COST PER BUCKET \$ 28⁰⁰

A "Loader Bucket" of leaves will be measured with the bucket of the public works John Deere Front End Loader Model #544H (Bucket is 8'x4'x3', and is considered a 2.5cu.yd. bucket by industry standard. However, last year we found a full bucket of leaves averaged 3.5 cu. yd.'s equaling an average of 18 buckets to fill a truck). Each bucket will be considered 3.5 cubic yards. We will supply the loader (with operator) and load the trucks at the end of each working day starting November 3rd. Trucks will be loaded beginning at 2:00 p.m. A minimum of 3000 cubic yards will be hauled.

Alternative Method

2) COST PER CUBIC YARD \$ _____

Please explain (with attachment) how each cubic yard will be measured and counted when loading on truck accurately.

List of at least three (3) references and type of work performed (relating to leaf removal or grinding). List and describe all trucks (hauling size of trailer) and equipment to be utilized.

(previous hauler for Village of LaGrange Park)

Village Board Agenda Memo

Date: 09/02/2015

To: President and Board of Trustees

From: Brendan McLaughlin, Public Works Director *BSM*
Julia Cedillo, Village Manager *JCS*

RE: **RIGHT-OF-WAY USE LICENSE AND FIBER OPTIC CABLE AGREEMENT**
Sigecom, LLC d/b/a WOW! Internet, Cable and Phone

PURPOSE: To gain Village Board approval of a Right-of-Way License and Fiber Optic Cable Agreement between the Village of La Grange Park and Sigecom, LLC doing business as WOW! Internet, Cable and Phone.

GENERAL BACKGROUND:

Sigecom, LLC doing business as WOW! Internet, Cable and Phone desires to install, operate and maintain fiber optic telecommunications cables within the Village's right-of-way for the benefit of Verizon Wireless, Sprint and other potential business customers. The purpose of their initial build out of their fiber optic cable system is to interconnect various cell tower locations for cellular providers. The interconnected "rings" of fiber optic throughout the Chicagoland area consist of a mixture of underground directionally bored conduit and overhead fiber running on existing ComEd poles.

The primary purpose of this agreement is to secure fiber optic cable service between the La Grange Park Police Department and the La Grange Police Department, in support of the Lyons Township Area Communications Center (LTACC) initiative. A secondary benefit is securing fiber optic connectivity between Village buildings.

The Village of La Grange entered into a similar agreement in July of this year. Western Springs already owns a fiber network in their Village. A future intergovernmental agreement between the LTACC communities may be required to define maintenance responsibilities and costs for the fiber optic network. The portion being installed under this agreement will be owned and maintained by WOW, and the Village will have dedicated access to a portion of the fiber.

STAFF RECOMMENDATION:

Staff recommends approval of this Agreement.

MOTION/ACTION REQUESTED:

Motion authorizing the Village President to execute a Right-of-Way Use License and Fiber Optic Cable Agreement between the Village of La Grange Park and Sigecom, LLC doing business as WOW! Internet, Cable and Phone.

DOCUMENTATION:

- Right-of-Way Use License and Fiber Optic Cable Agreement between the Village of La Grange Park and Sigecom, LLC d/b/a WOW! Internet, Cable and Phone

**Right-of-Way Use License and Fiber Optic Cable Agreement
Between the Village of La Grange Park and Sigecom, LLC d/b/a WOW! Internet,
Cable and Phone**

This Agreement is entered into on September ____, 2015 (the “*Effective Date*”) by the Village of La Grange Park, an Illinois municipal corporation (the “*Village*”) and Sigecom, LLC d/b/a WOW! Internet, Cable and Phone, an Indiana limited liability company, and its affiliates (collectively the “*Licensee*”).

R E C I T A L S:

WHEREAS, the Village owns the public rights-of-way described in Exhibit A to this Agreement; and

WHEREAS, the Village maintains standards for construction within its public rights of way in Chapter 94, titled “Streets and Sidewalks,” of the Village of La Grange Park Code of Ordinances (the “*ROW Construction Ordinance*”); and

WHEREAS, the Licensee holds a certificate of authority with the Illinois Commerce Commission; and

WHEREAS, the Licensee desires a license to construct, install, operate, maintain, and replace fiber optic telecommunications cables (a “*Cable System*”) both underground and on existing utility poles within portions of the Village’s public rights-of-way; and

WHEREAS, the Licensee is not delivering, and does not intend to deliver, cable service to residents of the Village, and instead is providing fiber optic telecommunications services for the benefit of Verizon Wireless, Sprint, and other potential business customers; and

WHEREAS, in consideration of, and subject to, the terms of this Agreement, the Village is willing to allow the Licensee to construct, install, operate, maintain, and replace its Cable System within the Village’s public rights-of-way identified in Exhibit A (the “*Approved ROW Locations*”); and

WHEREAS, the Village desires to interconnect certain Village facilities and its consolidated dispatch center located at the Village of La Grange Police Department with fiber optic cable for all forms of telecommunications between and among those facilities; and

WHEREAS, the Licensee is willing to install an intra-facility fiber optic cable telecommunications system for the Village, using dark fiber dedicated by the Licensee for exclusive and permanent use by the Village, all as set forth and further defined in this Agreement (the “*Village Network*”); and

WHEREAS, the Village has determined that it is useful to the Village and its residents to grant a license to the Licensee as provided in this Agreement and to acquire and maintain the Village Cable Network; and

WHEREAS, the Licensee is authorized to enter into this Agreement and to perform the covenants and promises herein made and undertaken;

NOW, THEREFORE, in consideration of the mutual consideration exchanged between the parties as set forth herein, the sufficiency and receipt of which are mutually acknowledged, the parties agree as follow:

1. Recitals. The Recitals are incorporated into this Agreement as substantive terms of this Agreement.

2. Grant of Right-of-Way Use License. For and in consideration of the terms of this Agreement and compliance with all federal, State of Illinois, and Village local laws and regulations, the Village hereby grants to the Licensee a non-exclusive revocable license (“*License*”) to construct, install, operate, maintain, and replace (collectively “*Maintenance*”) of the Licensee’s Cable System in the Approved ROW Locations. The License does not convey any right, title, or interest of any kind (including any ownership or leasehold interest) in any Village public rights-of-way, but is a license only for the use and occupancy of the specified public rights-of-way for the limited purposes stated in this Agreement.

Notwithstanding the limited scope of the License, in the event of an emergency or other unexpected major repair, the Licensee may access Village public rights-of-way to undertake emergency maintenance or repair work as required under the circumstances. All emergency maintenance or repair work must comply with the requirements for emergency maintenance in the ROW Construction Ordinance.

3. Term of Agreement. The License term commences on the Effective Date and expires on December 31, 2025 (the “*Term*”). The Term will renew automatically for 10-year periods (each extension an “*Extended Term*”), unless the Licensee or the Village notifies the other party in writing, not less than 120 days prior to the end of the current term, that the License will expire at the end of that current term.

4. Location and Description of Cable System. The Cable System for which this License herein is granted, is composed of dedicated fiber optic cable and related components. The components of, and the general plans for, the Cable System are described in Exhibit B to this Agreement.

5. Construction Within and Use of Public Rights-of-Way. All construction within the Village’ rights-of-way must comply with Chapter 94 of the Village of La Grange Park Code of Ordinances and other applicable laws, ordinances, and regulations including without limitation NEC and NESC specifications. The Licensee must not interfere with property of Village and other authorized users of the Approved ROW Locations or any other public rights-of-way.

This Agreement does not authorize the Licensee to use any privately owned property except if within a Village easement or compatible municipal utility easement on the list of Approved ROW Locations and Licensee is authorized by the private property owner to use said privately owned property. If the Licensee disturbs any privately owned property at any time during the Term or any Extended Term, then the Licensee must restore that property to a condition at least equal

to its condition before the disturbance and in compliance with the ROW Construction Ordinance.

If the Licensee fails to properly repair or restore any disturbance or damage, then the Village may take action under Section 8 of this Agreement.

6. Permits. The Licensee must secure all permit required for construction of the Cable System, including Village permits, and must pay the standard fees, prior to commencing any work on the Cable System within the Village. The Licensee also must post performance security with the Village in standard form and amount.

7. Maintenance of Cable System. The Licensee must maintain the Cable System in good and safe condition at all times and in compliance at all times with applicable federal, State of Illinois, and local laws, ordinances, and regulations, including without limitation NEC and NESC specifications. In the event of a loss of service in the Cable System whether through damage to fiber optic cable or other cause, the Licensee must undertake to repair any damage and restore service in accordance with industry standards.

8. Property Restoration and Repairs. Within 10 business days after any disturbance or damage to any public rights-of-way or privately owned property caused by, or related to, any work on the Cable System, the Licensee must restore or repair all property disturbed or damaged by the work to a condition substantially similar to that which existed prior to the work. All disturbed or damaged grass areas must be replaced with good quality sod.

If the Licensee fails to restore or repair any disturbance or damage within the required time period, then the Village may undertake the restoration or repairs, at the Licensee's expense, using the Village's own forces or third-party forces. The Licensee must reimburse the Village for all costs and expenses incurred by the Village related to the restoration or repairs, including reasonable administrative costs, within 21 days after receipt of an invoice of those costs and expenses from the Village. That invoice must include reasonable detail of the costs and expenses and must include receipts or other document when available. If the Licensee fails to pay the Village within the 21-day period, then the Village may issue a notice to the Licensee that the Village will terminate this Agreement if payment is not received within 14 days after the date of that notice. If the Licensee fails to pay the Village within that 14-day period, then the Village may immediately terminate this Agreement.

9. No Liability for Damage to Cable System. Unless directly and proximately caused by a willful, intentional, or malicious act of the Village, the Village will not be liable for, and the Licensee expressly waives all claims it may have against the Village for, any damage to or loss of the Cable System.

10. Village Network. During the initial construction of the Cable System, the Licensee will install the Village Network at its expense. The Village Network will consist of dark fiber as described in Exhibit C to this Agreement. The Village Network will be used by the Village in a lawful manner and for the Village's internal uses. The Village Network may not be used to provide or sell services to others, except that the Village Network may be linked to other local governmental bodies for the provision of public services. The Licensee will connect the Cable System to demarcation points at each of the Village's facilities stated below

and as shown in Exhibit C (the “*Village Network Facilities*”). All Village Network Facilities will be connected by dedicated dark fiber with the ability to run fiber into vaults in the future. All of the fibers will be terminated at, and will reside at, the Village Hall. The Village Network will be constructed underground and on existing utility poles within the Approved ROW Locations. The Village must provide any utility permits or easements necessary for the construction of the Village Network.

If the Village desires internet or other services from the Licensee, then the terms and rates for those services will be negotiated as part of a separate agreement.

The Village Network will include the following locations:

- La Grange Park Village Hall / Police Department / Fire Station, 447 North Catherine Avenue (6 fibers / 32 fibers terminated)
- La Grange Park Fire Station #2, 1010 East 31st (3 fibers)
- La Grange Park Public Works, 937 North Barnsdale Road (3 fibers)
- La Grange Park Park District, 1501 Barnsdale Road (3 fibers)
- La Grange Park Public Library, 555 North La Grange Road (3 fibers)

On completion of installation of the Village Network, all components of the Village Network, including without limitation the dark fibers, will become the property of the Village and all rights, title, and interest in the Village Network will be and remain with the Village.

11. Licensee Business Disclosure Affidavit. The Licensee must complete from time to time and provide to the Village a current Business Disclosure Affidavit in the form attached to this Agreement as Exhibit D.

12. Transfer or Assignment of Agreement. This Agreement is binding on, and inures to the benefit of the Village and the Licensee their successors and assigns. Except as stated in this Section 12, the Licensee has no right or authority to transfer or assign this Agreement or any interest in any part of this Agreement without the prior, express, written consent of the Village, which consent may not be unreasonably withheld or delayed so long as the assignment has no adverse impact on the Village Network. The Licensee may assign this Agreement without consent to an affiliate or to a successor in connection with a merger, reorganization, or sale of all or substantially all of the Licensee’s assets or ownership, but only so long as the assignment has no material adverse impact on the Village Network.

13. Indemnification. To the fullest extent permitted by law, the Licensee indemnify and defend the Village and all of its officials, officers, employees, and agents from and against all injuries, deaths, losses, damages, claims, demands, suits, liabilities, judgments, costs, and expenses, including reasonable attorneys’ fees (collectively “*Claims*” and each a “*Claim*”), to the extent they arise out of, or result from, whether directly or indirectly, any negligence, wrongful act or omission, or reckless or willful misconduct of the Licensee or any of its affiliates, officials, officers, employees, agents, contractors, or subcontractors in the construction, installation, operation, relocation, repair, maintenance, or removal of the Cable

System or the Licensee's use of the Village's public rights-of-way or in providing or offering service over the Cable System.

The Licensee, at its own expense, shall appear, defend, and pay all charges of attorneys and all costs and other expenses arising or resulting from any Claim or incurred in connection therewith and shall, at its own expense, satisfy and discharge any judgment against the Village on any Claim with 60 days or such other time agreed on in writing by the Village. The indemnification required hereunder shall not be limited by the amount of the insurance to be maintained hereunder.

14. Insurance. The Licensee shall maintain, at its own expense, at least the minimum levels of insurance stated in the Schedule of Insurance attached to this Agreement as Exhibit E at all times than any part of the Cable System is located within any Village public right-of-way.

Prior to commencing work on the Cable System, the Licensee must furnish the Village with the appropriate certificates of insurance and applicable policy endorsements. The Licensee must have the commercial general liability, automobile liability, and umbrella / excess liability policies properly endorsed to add the "Village of La Grange Park, its officers, officials, agents, and employees" as "additional insureds." The insurance required under this Agreement must be endorsed to provide that the insurance under each policy is Primary and Non-Contributory.

All insurance provided under this Section must be effected under valid and enforceable policies issued by insurers legally able to conduct business with Licensee in the State of Illinois. All insurance carriers must be rated "A-" or better and of a class size "X" or higher by A.M. Best Company.)

All insurance policies must contain a provision that coverage and limits may not be cancelled, materially changed, non-renewed or restrictive modifications added, without 30 days prior written notice to the Village. Renewal certificates must be provided to the Village not less than 21 days prior to the expiration date of any of the required policies. All certificates of insurance must be in a form acceptable to the Village and must provide satisfactory evidence of compliance with all insurance requirements. The Licensee must provide to the Village a complete copy of a policy of any required insurance under this Agreement within five business days after a request of the Village for that policy.

15. Security. The Licensee must provide a Five Thousand Dollar (\$5,000.00) deposit to ensure restoration of street and parkway openings.

16. Termination of Agreement.

A. Termination by Licensee. Subject to the conditions stated in this Subsection A, the Licensee may terminate this Agreement at any time and for any reason upon 30 days advance written notice to the Village of its intention to terminate. The following conditions apply to any termination of this Agreement by the Licensee:

- (i) All terms of this Agreement related to the Village Network will survive termination, the intention of the parties being that no circumstance related to the Cable System will affect the Village Network and the Licensee may take no action related to the Cable System or the Village Network that would have an adverse impact of any kind on the maintenance or operation of the Village Network.
- (ii) All unfulfilled or unfinished obligations of the Licensee under this Agreement, whether payment obligations, restoration or repair obligations, or any other obligation, will survive termination and the Licensee will continue to be responsible and liable for completion of all unfulfilled or unfinished obligations.

B. Termination by Village. Subject to the conditions stated in this Subsection B, the Village may terminate this Agreement for any of the following causes:

- (i) A material violation of any term of this Agreement and the Licensee's failure to completely cure that violation within 15 days after receipt of written notice by Village that identifies the violation.
- (ii) The material failure of Licensee to comply with all applicable federal, State of Illinois, or local laws, ordinances, rules, and regulations.
- (iii) The Licensee made a fraudulent, false, misrepresenting, or materially incomplete statement in seeking this Agreement or in a permit application.
- (iv) Construction of the Cable System contrary to the plans and specifications approved by the Village.
- (v) The Licensee has been adjudged to be bankrupt, has a receiver appointed for it, makes an assignment for the benefit of creditors, or has a significant amount of its property sold under the execution or other legal process or is seized by creditors.
- (vi) The Licensee transfers this License without the Village approval required under this Agreement.
- (vii) The Licensee ceases its business operations or ceases operation of the Cable System, unless the cessation of operation was due to circumstances beyond the reasonable control of the Licensee and the Licensee resumes operations within 30 days after they were ceased.
- (viii) Any portion of the Cable System presents a direct or imminent threat to the public health, safety, or welfare—whether due to its location, condition, or other circumstance—and the Licensee fails to mitigate that threat promptly.
- (ix) Failure to provide the required traffic control; and to respond to requests from the Village to correct such deficiencies within a reasonable time.

As part of the termination of this License by the Village, the Village will direct the Licensee as to what portion of the Cable System, if any, the Licensee must remove from the Village's public rights-of-way. Any portion of the Cable System designated for removal must be removed by the Licensee at its expense within 30 days after the date of termination, and the Licensee must

restore all disturbed public rights-of-way to the standards in the ROW Construction Ordinance. The Licensee must transfer to the Village all rights, title, and interest to all portions of the Cable System that remains.

Under no circumstances may the Licensee take any action before or after termination of this Agreement related to the Cable System or the Village Network that would have an adverse impact of any kind on the maintenance or operation of the Village Network.

17. Reimbursement of Village Expenses. The Licensee will reimburse the Village for its costs for reviewing and negotiating this Agreement in an amount not to exceed \$3,000. The Village will provide the Licensee an invoice stating those costs within 30 days after the Effective Date. The Licensee will pay the Village within 10 working days after receipt of the invoice.

18. Complete Agreement; Amendments. This Agreement represents the entire agreement between the Village and the Licensee. This Agreement may be amended only in writing with the signatures of properly authorized representatives.

19. Incorporation of Exhibits. Exhibit A through E are hereby incorporated as substantive provisions of this Agreement.

20. Governing Law; Venue. This Agreement will be governed, interpreted, and construed in accordance with the laws, but not the conflicts of law rules, of the State of Illinois. The venue for any dispute between the parties shall be in the Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois.

21. Taxes. Nothing contained in this Agreement shall be construed to exempt the Licensee from any fee, tax, property tax levy, or assessment that is or may be hereafter lawfully imposed, and the Licensee will be responsible for the payment of any taxes assessed relative to its use of the Village's public rights-of-way or its operation of the Cable System.

22. No Waiver. The waiver by a party of a particular breach of this Agreement or the failure of a party to enforce a particular term of this Agreement at any particular time, or for any period of time, will not be construed or deemed to be a waiver any other breach or a bar from enforcing any other term.

23. Notice. A notice under this Agreement must be in writing and will be deemed to be served effectively when deposited in the mail with sufficient first class postage affixed and addressed to the party at the party's place of business. Notices must be addressed as follows:

If to Village: Village of La Grange Park
Attn: Village Manager
447 North Catherine Avenue
La Grange Park, IL 60526

If to Licensee: WideOpenWest Illinois, LLC
Attn: Business Manager

1674 Frontenac Road
Naperville, IL 60563

24. Good Faith Cooperation. The Licensee and the Village agree that (i) in the event a decision by a regulatory authority at the federal, state, or local level requires modifications of this Agreement or (ii) the Licensee determines in good faith that the Village's use of the Village Network materially interferes with the Licensee's Cable System, then the Licensee and the Village will negotiate in good faith to modify this Agreement to permit each of them, to the extent practicable, to enjoy the intended benefits of this Agreement. The Licensee and the Village otherwise mutually agree to cooperate with each other in good faith to perform their duties and obligations under this Agreement.

25. Force Majeure. The Village and the Licensee will not be responsible for any failure to perform or delay in performance due to unforeseen circumstances or due to a cause beyond the party's control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, acts of suppliers or vendors, strikes or shortages or failures of telecommunications or computer resources, fuel, energy, labor, or materials.

IN WITNESS THEREOF, the Village and the Licensee have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

VILLAGE:

Village of La Grange Park

By: _____
Village President

Attest: _____
Village Clerk

LICENSEE:

Sigecom, LLC d/b/a WOW! Internet, Cable and Phone

By: _____

Its: _____

Attest: _____

EXHIBIT A

**DEPICTION OF VILLAGE RIGHTS-OF-WAY
FOR LICENSEE'S CABLE SYSTEM**

(Approved ROW Locations)

EXHIBIT A

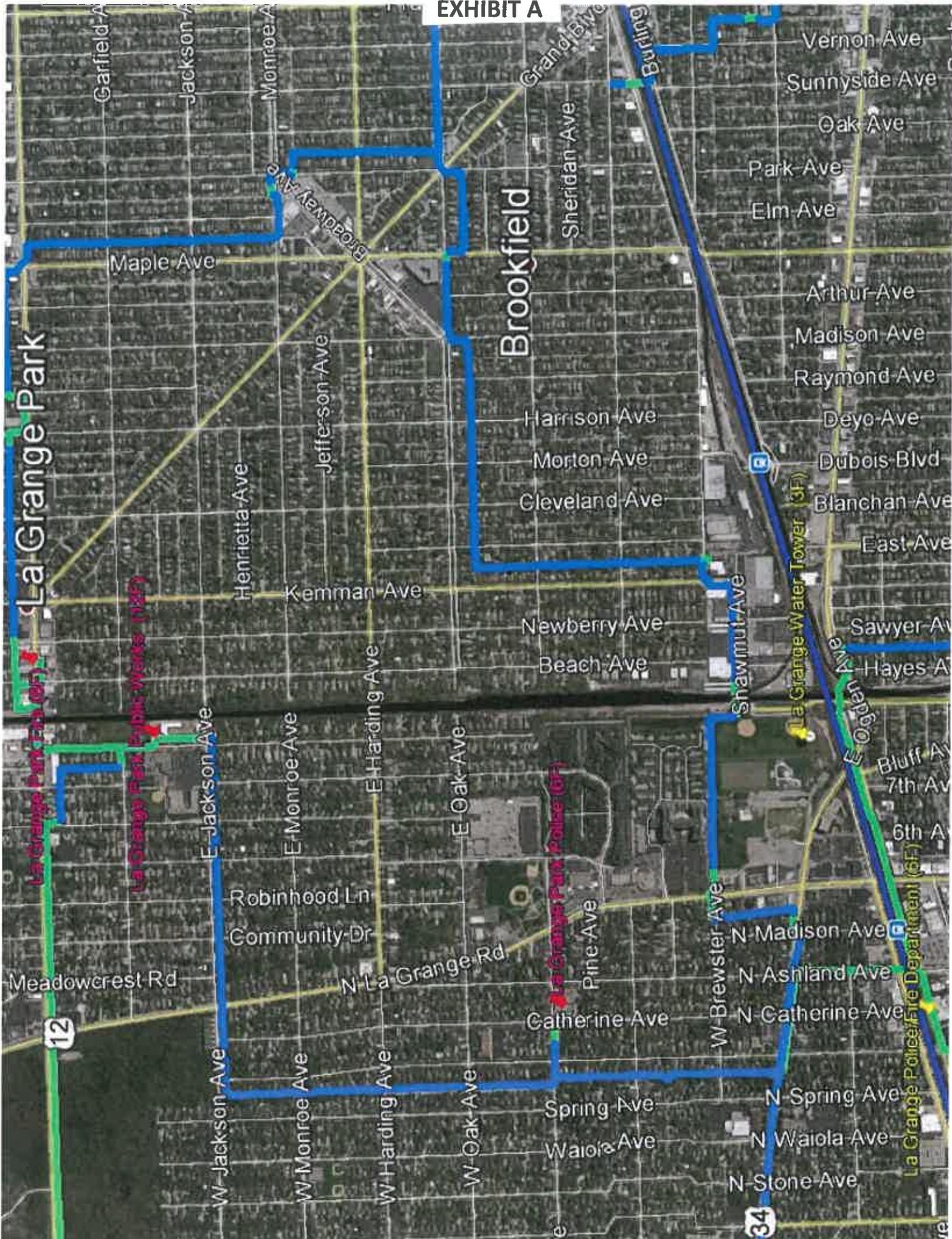


EXHIBIT B

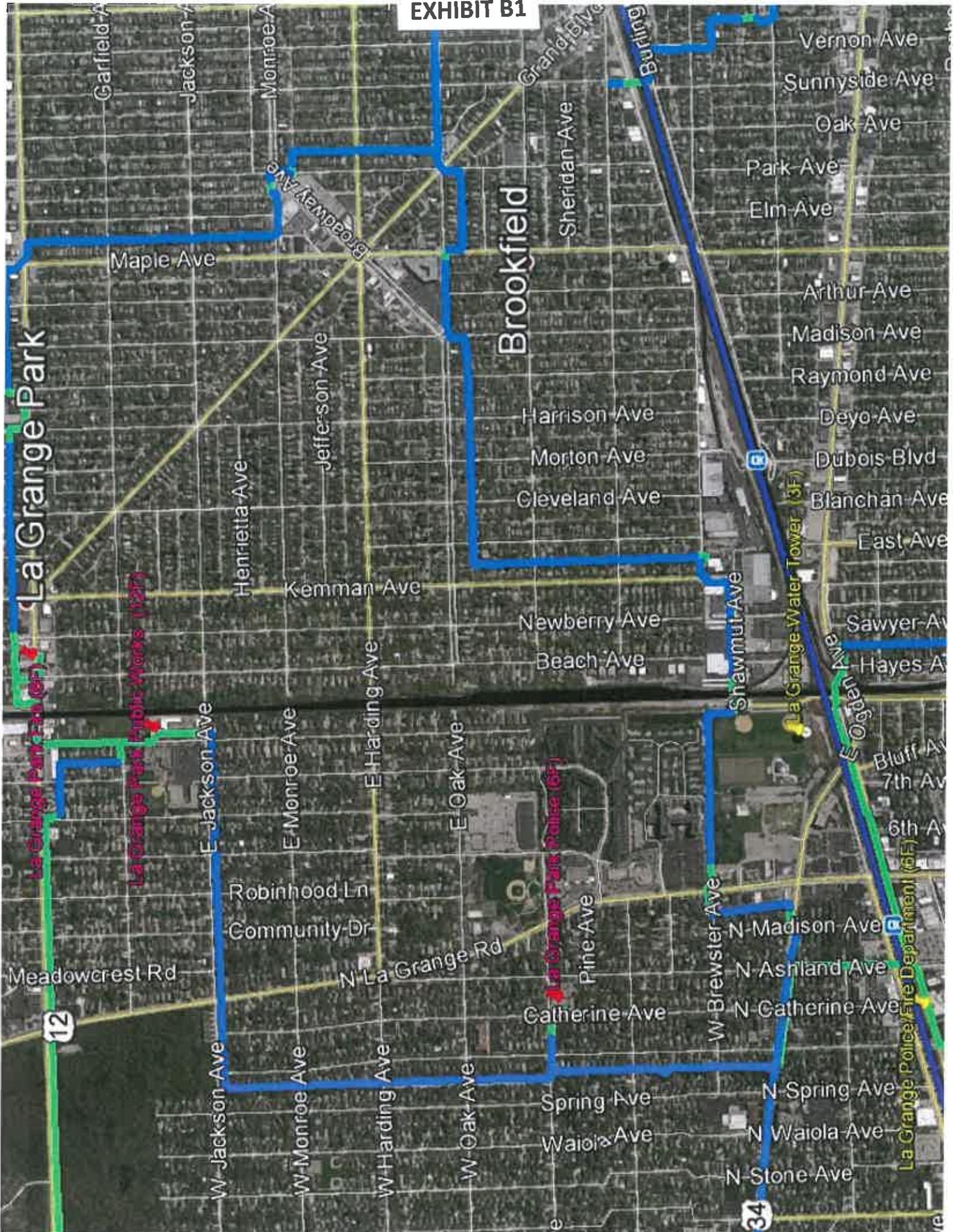
**LOCATIONS, DESCRIPTION, COMPONENTS,
AND PLANS AND SPECIFICATIONS
FOR LICENSEE'S CABLE SYSTEM**

B1) Aerial Photograph

As depicted in Engineering Plans prepared by Construction CAD Solutions, Inc.:

	<u>Name</u>	<u>Date</u>
B2)	WWVZEL 10-10 CH31st & LA GRANGE	5/29/15
B3)	WWVZEL 10-11 CH WESTCHESTER	5/14/15
B4)	SPRINT TOWER 11	3/05/15

EXHIBIT B1





WWVZEL10-10
 CH 31 ST & LAGRANGE
 937 BARNSDALE RD
 LA GRANGE PARK, IL 60526



CCS PROJECT CH WESTERN SPRINGS TOLL DESCRIPTION

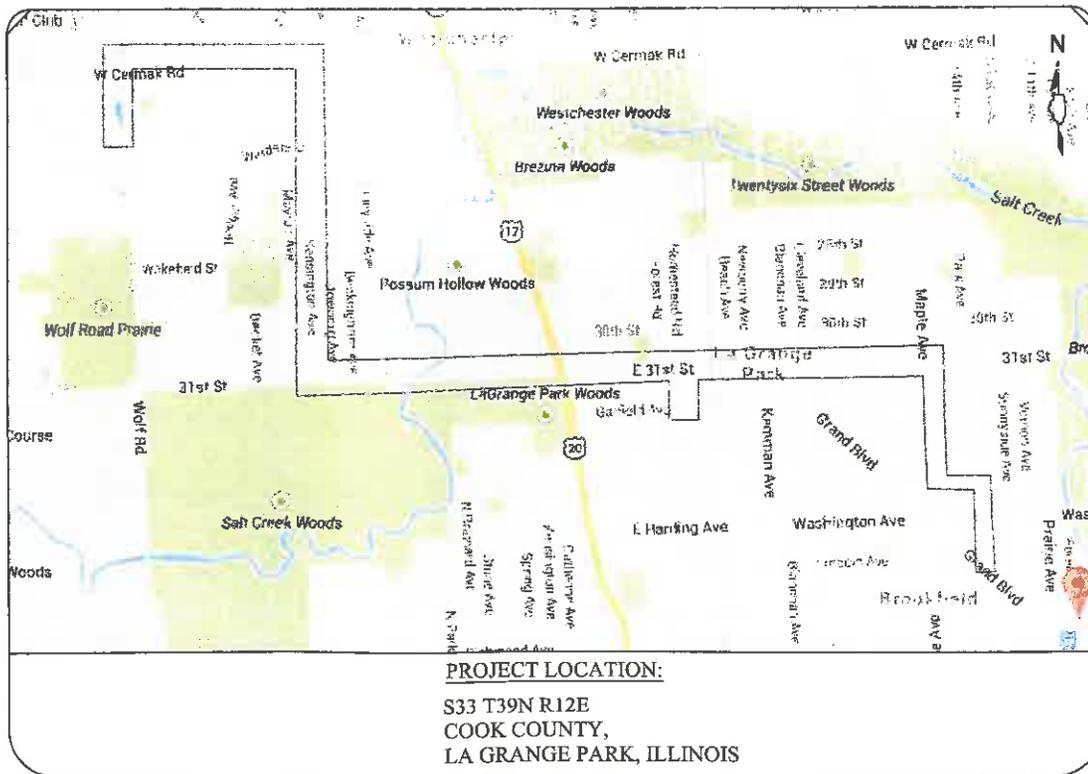
INSTALLATION OF WOW AERIAL FIBER OPTIC CABLE ON EXISTING COMED POLES & UNDERGROUND WITHIN (2) 1.5" INNDERDUCTS BY METHOD OF DIRECTIONAL BORING AT MIN. 48" DEPTH.

SHEET INDEX:

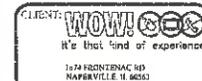
SHEET #	DESCRIPTION
1	COVER
2	LEGEND & NOTES
3-25	PLAN VIEW

SHEET	DATE	DESCRIPTION	BY

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SCALE:



CONSTRUCTION CONTRACTOR:

TBD

PROJECT DESCRIPTION & NOTES:

INSTALLATION OF WOW AERIAL FIBER OPTIC CABLE ON EXISTING COMED POLES & UNDERGROUND WITHIN (2) 1.5" INNDERDUCTS BY METHOD OF DIRECTIONAL BORING AT MIN. 48" DEPTH.

NO.	REVISION	DATE

PROJECT:
 WWVZEL10-10
 CH 31 ST & LAGRANGE
 937 BARNSDALE RD
 LA GRANGE PARK, IL 60526

INTERNAL PROJECT #	SHEET
CH 31 ST & LAGRANGE	1
DATE: 5/29/15	

EXHIBIT B2



**WWVZEL10-11
CH WESTCHESTER
3 WESTBROOK CORPORATE CENTER
WESTCHESTER, IL 60154**

CCS PROJECT CH WESTCHESTER
DESCRIPTION

INSTALLATION OF WOW AERIAL FIBER OPTIC CABLE ON EXISTING COMED POLES & UNDERGROUND WITHIN (2) 1.5" INNDERDUCTS BY METHOD OF DIRECTIONAL BORING AT MIN. 48" DEPTH.

SHEET INDEX:

SHEET #	DESCRIPTION
1	COVER
2	LEGEND & NOTES
3-23	PLAN VIEW
24-29	BORE PROFILES

SHEET	DATE	DESCRIPTION	BY

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PROJECT LOCATION:
S30 T39N R12E
COOK COUNTY
WESTCHESTER, ILLINOIS

SCALE:
NOT TO SCALE

CLIENT: **WOW! SOS**
WOW! SOLUTIONS INC.
101 ELECTRA DRIVE
WILLOWBROOK, IL 60527
TEL: (708) 314-9900
FAX: (708) 314-9901

DESIGN FIRM:
CCS
CONSTRUCTION SOLUTIONS INC.
301 ELECTRA DRIVE
WILLOWBROOK, IL 60527
TEL: (708) 314-9900
FAX: (708) 314-9901

CONSTRUCTION CONTRACTOR:

PROJECT DESCRIPTION & NOTES:
INSTALLATION OF WOW AERIAL FIBER OPTIC CABLE ON EXISTING COMED POLES & UNDERGROUND WITHIN (2) 1.5" INNDERDUCTS BY METHOD OF DIRECTIONAL BORING AT MIN. 48" DEPTH.

JORGE RAMOS		
NO.	REVISION	DATE

PROJECT:
WWVZEL10-11
CH WESTCHESTER
3 WESTBROOK CORPORATE CENTER
WESTCHESTER, IL 60154

INTERNAL PROJECT #:
CH WESTCHESTER
DATE:
5/4/15

SHEET:
1

EXHIBIT B3



SPRINT TOWER 11
937 BARNSDALES RD,
LAGRANGE PARK, IL
60526



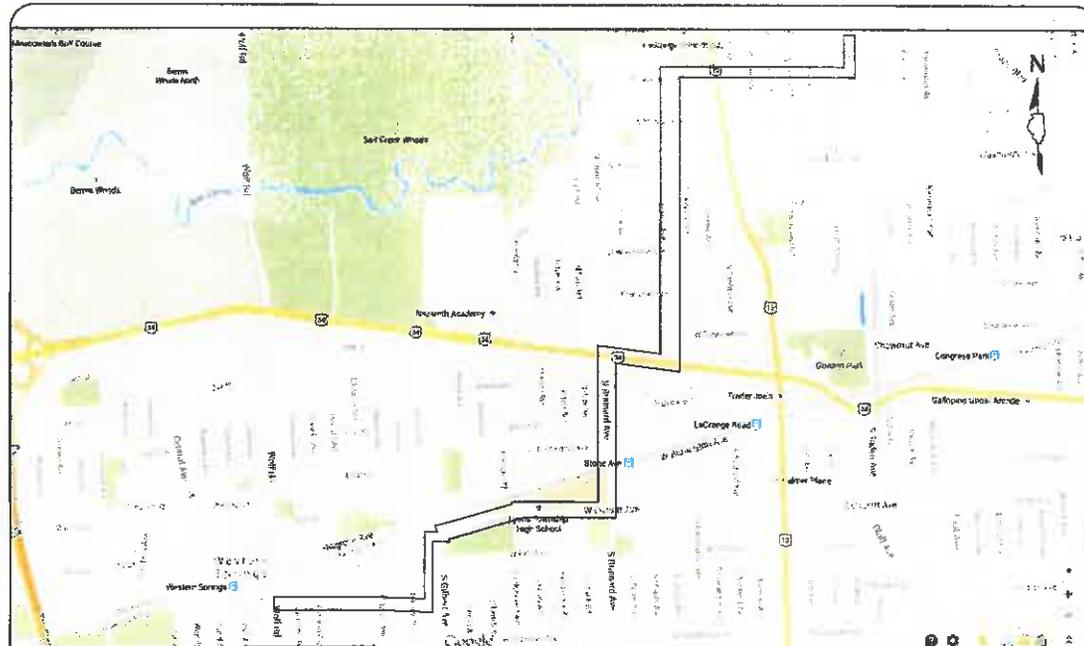
CCS PROJECT SP11_937 BARNSDALE DESCRIPTION
 INSTALLATION OF WOW FIBER OPTIC CABLE AERIAL ON EXISTING COMED POLES & UNDERGROUND WITHIN (2) 1.5" INNERDUCTS BY METHOD OF DIRECTIONAL BORING AT MIN 48" DEPTH

SHEET INDEX:

SHEET #	DESCRIPTION
1	COVER
2	LEGEND & NOTES
3 - 15	PLAN VIEW

SHEET	DATE	DESCRIPTION	BY

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PROJECT LOCATION:
 SEC 33 T39N R12E
 LA GRANGE PARK,
 COOK COUNTY,
 ILLINOIS

SCALE:
 NOT TO SCALE

CLIENT: **WOW!**
 1024 FRONTENAC RD
 HANBETVILLE, IL 60540

DESIGN FIRM:
CONSTRUCTION 400 SOLUTIONS INC.
 701 EXECUTIVE DRIVE
 WILLOWBROOK, IL 60527
 PH: (630) 216-9973
 FAX: (630) 216-9940

CONSTRUCTION CONTRACTOR:
 TBD

PROJECT DESCRIPTION & NOTES:
 INSTALLATION OF WOW FIBER OPTIC CABLE AERIAL ON EXISTING COMED POLES & UNDERGROUND WITHIN (2) 1.5" INNERDUCTS BY METHOD OF DIRECTIONAL BORING AT MIN 48" DEPTH

NO.	REVISION	DATE
1	BILL MITCHELL	03/05/15

PROJECT:
 SPRINT TOWER 11
 937 BARNSDALES RD,
 LAGRANGE PARK, IL 60526

INTERNAL PROJECT #:
 SP11_937 BARNSDALE
 DATE:
 03/05/2015

SHEET:
1

EXHIBIT B4

EXHIBIT C

SERVICE LEVEL STANDARDS FOR DARK FIBER DEDICATED TO THE VILLAGE NETWORK THAT IS PART OF LICENSEE'S CABLE SYSTEM

1. **Planned Maintenance.**

WOW shall perform the work and provide the services set forth in the following paragraphs A through E below as Planned Maintenance:

- a. NCC Functions. WOW shall operate a manned Network Control Center ("NCC") twenty-four (24) hours a day, seven (7) days a week that monitors the System by means of remote surveillance equipment and dispatches maintenance and repair personnel to handle and repair problems detected by the NCC or reported by Village or other parties. WOW shall provide Village a toll-free telephone number to report problems to the NCC.
- b. Cable Maintenance. WOW shall perform appropriate routine maintenance on the Cable in accordance with WOW's then-current preventative maintenance procedures. WOW's preventative maintenance procedures shall not substantially deviate from industry practice.
- c. Transmission Site Maintenance. WOW shall perform appropriate routine maintenance on regenerator, optical amplifier, and junction buildings, including the DC powerplant, HVAC equipment, and basic building safety equipment including alarms and emergency generators in accordance with WOW's then-current preventative maintenance procedures. WOW's maintenance procedures shall not substantially deviate from industry practice.
- d. Route Patrol. WOW shall patrol the System route on a reasonable, routine basis and shall perform all required Cable locates. WOW shall belong to a state or regional one-call (call-before-you-dig) center when available.
- e. Spare Cable. WOW shall maintain an inventory of spare cable at strategic locations to facilitate timely restoration.

2. **Planned Network Maintenance Activity**

- a. Timing. WOW shall avoid performing maintenance between 0600-2200 local time, Monday through Friday, inclusive, that will have a disruptive impact on the continuity or performance level of the Village Network Fibers. However, the preceding sentence does not apply to restoration of continuity to a severed or partially severed fiber optic cable, restoration of dysfunctional power and ancillary support equipment, or correction of any potential jeopardy conditions.

- b. Notice. WOW shall provide Village with telephone, facsimile, or written notice of all non-emergency planned network maintenance (a) no later than three (3) business days prior to performing maintenance that, in its reasonable opinion, has a substantial likelihood of affecting Village's traffic for up to fifty (50) milliseconds, and (b) no later than ten (10) business days prior to performing maintenance that, in its reasonable opinion, has a substantial likelihood of affecting Village's traffic for more than fifty (50) milliseconds. If WOW's planned activity is canceled or delayed, WOW shall promptly notify Village and shall comply with the provisions of the previous sentence to reschedule any delayed activity.

3. **Unplanned Maintenance**

- a. Emergency Repair. WOW shall correct or repair Cable discontinuity or damage. WOW shall use commercially reasonable efforts to repair Cable traffic discontinuity within the following times:
- Dispatch of personnel to problem area – immediately upon learning of discontinuity
 - Arrival of first maintenance employee on site – within two (2) hours of learning of discontinuity
 - Restoration of Cable continuity – continuity of at least one (1) Fiber shall be established within four (4) hours of learning of discontinuity; restoration shall continue until all in-service Fibers are restored
 - For all WOW maintained Routes, WOW shall establish a customer bridge line to provide updates on the emergency repair work being performed
 - For Routes not maintained by WOW, WOW shall dispatch route technicians and offer assistance to the maintenance provider responsible for the emergency repair work. Additionally, upon Village's request, WOW shall establish a bridge line or provide regular status updates on the emergency repair work being performed
- b. Permanent Repair. Within twenty-four (24) hours after completion of an emergency repair, WOW shall commence its planning for permanent repair, shall notify Village of such plans, and shall implement such permanent repair within an appropriate time thereafter.
- c. Splicing Specifications. WOW shall comply with industry standards for Cable splicing and testing.

4. **Miscellaneous**

- a. Full-Time Dispatch Capability. WOW's maintenance employees shall be available for dispatch twenty-four (24) hours a day, seven (7) days a week. WOW shall use commercially reasonable efforts to have its first maintenance employee at the site requiring an emergency maintenance activity within two (2) hours from the time of alarm identification by WOW's NCC or notification by Village, whichever occurs first. Emergency maintenance is defined as any service-affecting situations requiring an immediate response.

- b. Standard of Care; Cooperation. In performing its services hereunder, WOW shall take workmanlike care to prevent impairment to the signal continuity and performance of the System. In addition, WOW shall reasonably cooperate with Village in sharing information and analyzing the disturbances regarding the Cable and/or Fiber facilities.

- c. Village Equipment. Nothing contained herein shall make WOW responsible for Village Equipment.

- d. Escalation List. WOW shall, at Village's request, provide Village an operations escalation list for use in reporting and seeking redress of exceptions noted in WOW's performance of Planned and Unplanned Maintenance.

EXHIBIT D

LOCATIONS, COMPONENTS, AND PLANS AND SPECIFICATIONS FOR VILLAGE NETWORK

The Village Network will include the installation and dedication of single mode fiber optic cables at the following locations:

- La Grange Park Village Hall / Police Department / Fire Station, 447 North Catherine Avenue (6 fibers / 32 fibers terminated)
- La Grange Park Fire Station #2, 1010 East 31st (3 fibers)
- La Grange Park Public Works, 937 North Barnsdale Road (3 fibers)
- La Grange Park Park District, 1501 Barnsdale Road (3 fibers)
- La Grange Park Public Library, 555 North La Grange Road (3 fibers)

Licensee will install fiber optic cables to fiber termination shelves sized to handle the identified number of fibers at each facility.

The Village Network constructed by the Licensee is composed of the dark optical fibers themselves, and does not include equipment the Village may need or desire to use the Village Network such as electrical power; electronic, optronic, and telecommunications equipment such as transmission, testing, switching, alarm-monitoring, and repair equipment; or any other personal property used for the transmission or receipt of services over the Village Network.

The Village is responsible for maintaining the Village Network, except for the fiber optic cable included in the Licensee's Cable System, for which the Licensee is responsible to maintain and repair, including the dark optical fibers dedicated to the Village Network.

EXHIBIT E

SCHEDULE OF REQUIRED INSURANCE COVERAGE

Insurance Coverage:

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Such insurance must evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees must be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

(1) General Aggregate: \$2,000,000

(2) Bodily Injury:

\$1,000,000 per person

\$1,000,000 per occurrence

(3) Property Damage:

\$1,000,000 per occurrence, and

\$2,000,000 aggregate.

(4) Other Coverage: _____

Coverage must include:

- Premises/Operations

- Products/Completed Operations (to be maintained for two years following Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

“X”, “C”, and “U” exclusions must be deleted.

Railroad exclusions must be deleted if Work Site is within 50 feet of any railroad track.

All employees must be included as insured.

D. Umbrella Policy. The required coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

E. Owner as Additional Insured. Owner must be named as an Additional Insured on the following policies:

Worker’s Compensation; Motor Vehicle Liability, CGL

The Additional Insured endorsement must identify Owner as follows:

The Village of La Grange Park and its boards, commissions, committees, authorities, employees, agencies, officers, voluntary associations, and other units operating under the jurisdiction and within the appointment of its budget.

EXHIBIT F

LICENSEE'S BUSINESS DISCLOSURE AFFIDAVIT

(NOTE: This Affidavit must be completely filled out and signed by the Licensee or a determination that the contract is exempt from any section must be obtained.)

I, the undersigned, being duly sworn, do state as follows:

- A. WideOpenWest Illinois, LLC (hereafter "Licensee") is a:
(Place mark in front of appropriate type of business)
 Corporation (if a C-Corporation, complete B)
 Partnership (if a Partnership, complete C)
 Individual Proprietorship (if an individual, complete D)
 Limited Liability Corporation (if an LLC, Complete C)

B. CORPORATION

The State of incorporation is: _____

The Registered agent of the corporation in Illinois is:

Name

Address

City, State, Zip

Telephone

The Corporate Officers are as follows:

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

C. PARTNERSHIP OR LLC

The partners or members are as follows: (Attach additional sheets if needed)

WideOpenWest Illinois LLC is operated locally at:

1674 Frontenac Rd

Naperville, IL 60563

WideOpenWest Illinois, LLC is wholly owned by
WideOpenWest Finance, LLC
7887 E. Belleview Ave Suite 1000
Englewood, CO 80111

The entity with ultimate controlling interest is:
Avista Capital Partners
65 E 55th St 18th Floor
New York, NY 10022

D. INDIVIDUAL PROPRIETORSHIP

The business address is:

Telephone: _____

My home address is:

Telephone: _____

E. Under penalty of perjury, WideOpenWest Illinois, LLC certifies that **04-3561698** is its correct Federal Taxpayer Identification Number or in the case of an individual or sole proprietorship, Social Security Number.

LICENSEE

By: _____

Its: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

Village Board Agenda Memo

Date: 09/02/2015

To: President and Board of Trustees

From: Brendan McLaughlin, Public Works Director *BJM*
Julia Cedillo, Village Manager *JC*

RE: **Schematic Design Study – Center Section Storm Relief Project**
Hancock Engineering Professional Services Engineering Agreement

PURPOSE: In accordance with the Fiscal Year 2015/16 budget, an Engineering Agreement for Schematic Design of a Storm Relief Sewer to serve the Center Section of the Village (south of 31st Street) is being presented for Village Board approval.

GENERAL BACKGROUND:

This year's budget includes \$15,000 in the Sewer Fund identified specifically for this project. Once complete, the schematic design report can be used to seek funding from the Metropolitan Water Reclamation District of Greater Chicago (MWRD). The MWRD has a strong interest in removing storm water from the combined sewer system.

A background memo was written when the budget was being prepared and is attached as additional information about the proposed project.

STAFF RECOMMENDATION:

Staff recommends approval of this Agreement.

MOTION/ACTION REQUESTED:

Motion authorizing the Village President to execute the Professional Engineering Services Agreement with Hancock Engineering.

DOCUMENTATION:

- Agreement between the Village of La Grange Park and Hancock Engineering for the Furnishing of Professional Services for Schematic Design of Center Section Storm Relief Sewer Project
- Village Board Memo dated 04/03/14 (Long Term Planning – Stormwater Management Center Section of Village)

AGREEMENT
between
THE VILLAGE OF LA GRANGE PARK
and
EDWIN HANCOCK ENGINEERING CO.
for the
FURNISHING OF PROFESSIONAL SERVICES
for

SCHEMATIC DESIGN OF
CENTER SECTION STORM RELIEF SEWER PROJECT

THIS AGREEMENT, made and entered into by and between THE VILLAGE OF LA GRANGE PARK, hereinafter referred to as the "VILLAGE", and EDWIN HANCOCK ENGINEERING CO., hereinafter referred to as the "ENGINEER", has been prepared and executed to document the Professional Engineering Services provided by the ENGINEER, set forth below. The said project shall be designated as the "Schematic Design of Center Section Storm Relief Sewer Project" hereinafter referred to as the "PROJECT". The project consists of completing a preliminary design to assist the village in reviewing funding alternatives for the Center Section Relief Sewer servicing the area located East of LaGrange Road and south of 31st Street.

WITNESSETH THAT, in consideration of these premises and of the mutual covenants herein set forth,

A. THE ENGINEER AGREES:

- i. In consideration of these premises and of the mutual covenants herein set forth to perform, or be responsible for the performance of, the following Preliminary Engineering Services for the proposed PROJECT.
 - a. Collection of limited topography and utility information with regard to Village owned and private utilities (water, sewer, electric, natural gas, telecom, cable, MWRD facilities) to identify issues that would affect the final routing and design.
 - b. Review of alternate sewer outfalls routing (Homestead or Barnsdale) to refine cost of construction estimates based on collected topographical and utility data.

- c. Preparation of schematic design of pipe routing, lift station, control panel, back-up power supply.
 - d. Identification of construction cost estimates based on schematic design and preparation of a breakdown cost based of phased construction previously identified.
 - e. Identification of required permitting and easement acquisition that may be required for sewer routing based on collected topographical and utility data.

- II. That the ENGINEER will save harmless the VILLAGE and any representative of the VILLAGE from all claims and liabilities due to activities of the ENGINEER, its agents, or its employees and that the ENGINEER will carry adequate insurance at its own expense to provide such protection. Such insurance shall remain in force until this PROJECT is complete; reports have been made and accepted by the VILLAGE.

- III. That the ENGINEER will comply with all applicable Federal Statutes, State of Illinois Statutes, and local laws or ordinances of the municipality in which the work is to be done and shall operate within and uphold the rules and regulations of the VILLAGE.

- IV. That payment by the VILLAGE shall be as hereinafter provided. The ENGINEER shall submit invoices to the VILLAGE, not more frequently than once per month, for partial payment on account for its work completed to date.

- V. That this AGREEMENT may be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, with the understanding that should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed up to the date of termination.

- VI. That the ENGINEER is qualified technically and is entirely conversant with the policies applicable to this PROJECT and that it has, and will furnish at the request of the VILLAGE, sufficient, properly trained, and experienced personnel to perform the services enumerated herein.

- VII. That the ENGINEER will maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred and to make such materials available at its office at all reasonable times during the agreement period and for three (3) years from the date of final payment under this AGREEMENT.

- IX. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this

AGREEMENT and that he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion to deduct from this AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

B. THE VILLAGE AGREES:

- i. That for the performance by the ENGINEER of the engineering services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:**
 - a. To pay the Engineer as compensation for all Preliminary Engineering services performed as stipulated in above Section A.1 a sum of money equal to Fifteen Thousand and no/100 Dollars (\$15,000.00), unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT.**
 - b. Total Fee Payments. The VILLAGE, for and in consideration of the rendering of the engineering services enumerated herein agrees to pay to the ENGINEER for rendering such services the total fee hereinbefore established in the following manner:
 - (1) Partial Payments – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE monthly payments for the work performed shall be due and payable to the ENGINEER, such payment to be equal to One Hundred Percent (100%) of the value of the partially completed work minus all previous payments made to the ENGINEER.**
 - (2) Final Payment – Upon approval by the VILLAGE but not later than sixty (60) days after the work is completed and all final measurements and reports have been made and accepted by the VILLAGE, a sum of money equal to the total fee as determined in this AGREEMENT less the total amounts of partial payments previously paid to the ENGINEER under Section B.i.c. (1) of this AGREEMENT shall be due and payable to the ENGINEER.****

- c. For any related work requested of the ENGINEER that is outside the scope of this Agreement, and for the purpose of determining progress payments prior to final payment of the total fee, the costs for the engineering services rendered shall be determined by the following Schedule of Hourly Rates:

SCHEDULE OF HOURLY RATES

<u>PERSONNEL CLASSIFICATION</u>	<u>HOURLY RATE</u>
ENGINEER - VI	\$125.00
ENGINEER - V	\$120.00
ENGINEER - IV	\$110.00
ENGINEER - III	\$105.00
ENGINEER - II	\$85.00
ENGINEER - I	\$75.00
ENGINEERING TECHNICIAN - V	\$105.00
ENGINEERING TECHNICIAN - IV	\$95.00
ENGINEERING TECHNICIAN - III	\$80.00
ENGINEERING TECHNICIAN - II	\$65.00
ENGINEERING TECHNICIAN - I	\$40.00
CAD MANAGER	\$105.00
CAD - II	\$95.00
CAD - I	\$90.00
ADMINISTRATIVE	\$65.00

C. IT IS MUTUALLY AGREED:

1. ENGINEER shall neither have control over or charge of, nor be responsible for, the construction, means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction Work, since these are solely the contractor's rights and responsibilities under the contract documents.

2. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

3. VILLAGE and ENGINEER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this Agreement.

4. This Agreement represents the entire and integrated agreement between VILLAGE and ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instruments signed by both parties hereto.

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

Executed by the VILLAGE, this

_____ day of _____, 2015.

VILLAGE OF LA GRANGE PARK
447 Catherine Avenue
La Grange Park, Illinois 60526

(Seal)

By: _____
Dr. James L Discipio, Village President

ATTEST:

By: _____
Amanda G. Seidel, Village Clerk

Executed by the ENGINEER, this

_____ day of _____, 2015.

EDWIN HANCOCK ENGINEERING CO.
9933 ROOSEVELT ROAD
WESTCHESTER, ILLINOIS 60154

By: _____
Derek Treichel, P.E., President

ATTEST:

By: _____
Paul E Flood, Senior Vice President

(Seal)

GENERAL CONDITIONS ATTACHMENT TO ENGINEERING AGREEMENT

A. THE ENGINEER AGREES:

1. That the ENGINEER shall procure and maintain for the duration of its AGREEMENT and for three years thereafter insurance against errors and omissions and claims for injuries to its employees which may rise from or are in conjunction with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees, or subcontractors.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- (2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

b. Minimum Limits of Insurance

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$100,000 per accident.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either: the Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

- (1) General Liability and Automobile Liability Coverages
 - (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the ENGINEER; or automobiles owned, lease, hired or borrowed

by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.

- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be excess of ENGINEER's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not effect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.
- (d) The ENGINEER's insurance shall contain a severability of interests clause or language stating that ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

e. Acceptability of Insurers

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of B according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. Verification of Coverage

The ENGINEER shall furnish the VILLAGE with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

- 2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may accrue against the VILLAGE, its officials, employees and volunteers, arising in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the ENGINEER to indemnify the VILLAGE, its officials, agents and employees for their own negligent acts or omissions..
- 3. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.
- 4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.
- 5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and ENGINEER and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.

6. The VILLAGE may, at any time, by written order to ENGINEER (Suspension of Services Order) require ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order.
7. This AGREEMENT may be terminated by the VILLAGE by removal of the ENGINEER from the office of Village Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor Village Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of Village Engineer.
8. This AGREEMENT may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
 - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
 - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
 - c. If ENGINEER makes a general assignment for the benefit of creditors;
 - d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors;
 - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due;
9. Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE to have the services performed which were to have been performed by the ENGINEER.
10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the PROJECT and sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.
11. The ENGINEER shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and the Freedom of Information Act (5 ILCS 140/1 et seq.) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the ENGINEER shall be available for review and audit by the Village. The ENGINEER shall cooperate with the Village (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 et seq.), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 et seq.).

12. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
13. The ENGINEER, during the period commencing upon the execution of this AGREEMENT and concluding one year following the completion of the PROJECT, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
14. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
15. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
16. The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE's name. ENGINEER shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.
17. The drawings, specifications, reports, and any other PROJECT documents prepared by ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this PROJECT. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and ENGINEER is not responsible for accuracy, completeness, nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for PROJECT construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.
18. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. ENGINEER shall treat such information at all times as confidential. ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the

disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:

- a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.
- b. All information relating to the Engineering Services being performed by ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.
- c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
- d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

19. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. ENGINEER shall immediately return said items to the VILLAGE upon termination of ENGINEER's engagement or earlier at the VILLAGE's request at any time.
20. The ENGINEER's opinions of probable PROJECT construction cost provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
21. The VILLAGE, for and in consideration of the rendering of the engineering services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:
 - a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within 30 days after approval by the VILLAGE.
 - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).
22. This AGREEMENT may be terminated by the ENGINEER by resignation from the office of Village Engineer, upon thirty (30) days' written notice to the VILLAGE should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.
23. The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a

contractual relationship with a cause of action in favor of a third party against either the VILLAGE or ENGINEER.

24. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
 - a. If to the VILLAGE:
VILLAGE OF LAGRANGE PARK
447 North Catherine Avenue
LaGrange Park, Illinois 60526
Attn: Julia Cedillo, Village Manager
 - b. If to the ENGINEER:
EDWIN HANCOCK ENGINEERING COMPANY.
9930 Roosevelt Road
Westchester, Illinois 60154-2780
Attn: Derek Treichel, P.E., President
 - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
25. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
26. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.
27. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.
28. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby, and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.
29. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of Cook County, State of Illinois.

B. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
 - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
 - c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
 - d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*)

- e. in compliance with equal employment opportunities and during the performance of the AGREEMENT, the ENGINEER shall:
- (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights' Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.
- f. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

- h. in compliance with 30 ILCS 580/1 et seq. (Drug Free Workplace Act) by providing a drug-free workplace by:
- (1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) 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.
 - (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the ENGINEER's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
 - (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
 - (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph B.1.h.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.
 - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
 - (6) 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.
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i. in compliance with the Code of Ordinances of the Village of Brookfield, in that no Village of Brookfield official, spouse or dependent child of a Village of Brookfield official, agent on behalf of any Village of Brookfield official or trust in which a Village of Brookfield official, the spouse or dependent child of a Village of Brookfield official or a beneficiary is a holder of more than five percent (5%) of the ENGINEER.
- j. in compliance with the Code of Ordinances of the Village of Brookfield, in that no officer or employee of the Village of Brookfield has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to cash, food and drink, and honoraria for speaking engagements related

to or attributable to the government employment or the official position of the employee or officer from the ENGINEER.

- k. The ENGINEER has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 2-889 of Chapter 2, Article VII, Division 1 of the Code of Ordinances of the Village of Brookfield.
- l. No Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the ENGINEER; or, if the ENGINEER's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the ENGINEER, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such ENGINEER, the ENGINEER has disclosed to the Village in writing the name(s) of the holder of such interest.
- m. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- n. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Village. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the Village on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the contractor by the Village, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this section.
- o. Neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

Village Board Agenda Memo

COPY

Date: 04/03/14

To: Julia Cedillo, Village Manager

From: Brendan McLaughlin, Public Works Director

RE: Long Term Planning – Stormwater Management Center Section of Village

PURPOSE: To present a proposal to address the most significant stormwater problems in the center section of the Village in a phased approach leveraging MWRD grant funds and funding the local share through debt issuance. The information in this memo will be the basis for a Capital Improvement Project for the Village Board's consideration for the FY 2015/16 Budget.

GENERAL BACKGROUND:

The past Summer the Village experienced a series of major storm events that were of high intensity and pushed the sewer system to its limits or beyond. They occurred on:

- Tuesday, June 24th at 5:00 PM – 1.25 inches
- Monday, June 30th at 9:00 PM – 2.70 inches
- Saturday, July 12th at 5:30 AM & 8:00 AM – 3.23 inches
- Monday, August 4th at 12:00 AM – 2.5 inches
- Friday, August 22nd at 3:00 AM – 4.0 inches

While many homes in the Village are impacted by these high intensity storms, the areas surrounding the intersection of Homestead and Monroe receive the most overland flooding due to the elevation of the sewer lines, its size and the topography of the land. Other areas of the Village had lesser impacts as they benefited from prior sewer separation projects.

This area was previously reviewed by the Village's Ad-Hoc Stormwater Committee in 2011 and 2012. At that time, a 6 Phase Proposal was put forward to separate more than half the intersection sewers from the combined sewer system in the center section of the Village. The proposed project had a rough cost estimate in excess of 20 million dollars. Based on the high price tag the committee determined that this proposal was not worth studying as the Village had no method to pay for it.

Since that time, staff reviewed the scope of flooding and is looking to see if there are partial solutions that should be considered. There are three factors that merit re-visiting this issue. One factor is that both the frequency and the total volume of these high intensity rains are increasing. A second factor is that Barnsdale Road needs to be resurfaced in the next few years. That would offer a key opportunity to install new storm sewer. A third factor is that the Metropolitan Water Reclamation District now has funds available for projects that would help eliminate sewer back-ups and remove stormwater from the sewer system.

The recent sewer bond refinancing should yield \$25,000 in average annual cash flow savings. If the Village can secure an additional \$50,000 in annual cash available, it could bond for \$1,000,000 in principal at 3% interest over 20 years. If that money could be matched by the MWRD, the Village could undertake a \$2,000,000 sewer project. In FY 2013/14, the Village collected \$1,118,233 in sewer charges. In order to collect an additional \$50,000, rates would have to be increased by 4.5%. (This could occur over a couple of years.) Of course, we can also look at where expenses could be cut or other projects re-prioritized.

With \$2,000,000 it is estimated that a new sewer line could be run the entire length of Barnsdale and connect to the outfall at Salt Creek, plus sewers at the intersections along Monroe and all of Barnsdale could be disconnected from the combined sewer system. The pipes would be sized to accommodate future street drainage from the intersections along Oak and Jackson using Village funds. It may also be possible to remove stormwater flows from Harding using federal STP funds as part of a future project.

STAFF RECOMMENDATION:

Staff recommends that the Board consider this proposal to address stormwater issues in the center section of the Village. Feedback is requested relative to the project merits relative to other sewer projects and the acceptability of incurring costs and bonding the Village's share of the total project costs.

DOCUMENTATION:

Rate calculator: <http://www.municapital.com/payment-calculator.html>

VILLAGE BOARD AGENDA MEMO

Date: 09/03/2015

To: Village President and Board of Trustees

From: Brendan McLaughlin, Director of Public Works *BTM*
Julia Cedillo, Village Manager *JCE*

Re: **Tree Maintenance Program Contracts – One Year Extension**
(Tree Removal, Stump Removal, General Tree Maintenance and
Emergency Tree Work)

PURPOSE

One year extension of the current tree maintenance program contracts (tree removal, stump removal, general tree maintenance, and emergency tree work) through FY16/17.

GENERAL BACKGROUND

The Village needs contractor assistance to remove dead parkway trees, removal of tree stumps, to perform general tree maintenance and emergency tree work. This assistance is based on the limited equipment and resources of the Public Works Department.

The Village's current contractors (Winkler's Tree & Landscaping and A&B Landscaping and Tree Service) have agreed to hold their FY15/16 rates through the end of FY17. *The current tree services contracts will expire on April 30, 2016.*

STAFF RECOMMENDATION

Due to the EAB infestation there is a high demand for tree contractor services. Staff believes that it is in the best interest to retain the services of the current contractors, at their FY15/16 rates.

MOTION / ACTION REQUESTED

Motion approving a one year contract extension with A & B Landscaping and Tree Service, Inc. for tree and stump removals, and with Winkler's Tree & Landscaping for general tree maintenance and for emergency tree work, and authorizing the Village President to execute the necessary contract documents.

DOCUMENTATION

- Contract Extension Through FY16/17, Forest Services Contract (Tree Removal Services);
- Contract Extension Through FY16/17, Forest Services Contract (Stump Removal Services);
- Contract Extension Through FY16/17, Forest Services Contract (Emergency Tree Services); and
- Contract Extension Through FY16/17, Forest Services Contract (General Tree Maintenance Services).

CONTRACT EXTENSION THROUGH FY16/17

FORESTRY SERVICES CONTRACT

(TREE REMOVAL SERVICES)

It is hereby agreed that the Agreement entered into on May 1, 2013, between the Village of La Grange Park and A & B LANDSCAPING AND TREE SERVICE, INC., for **tree removal services** shall remain in full force and effect, and that the Contract terms and conditions are hereby extended from May 1, 2016 to April 30, 2017. *Contractor will be compensated based on the FY2015-16 rate as outlined in Attachment #3 of the Contract dated May 1, 2013.*

Dated: September 22, 2015

VILLAGE OF LA GRANGE PARK

A & B LANDSCAPING AND TREE SERVICE, INC.

By: _____

By: _____

Dr. James L. Discipio

Cynthia H. Ruska

Its: Village President

Its: President

Attest: _____

Attest: _____

Amanda G. Seidel

Village Clerk

Date: _____

Date: _____

Approved as to form –

C. Keating, Village Attorney

COPY

VILLAGE OF LA GRANGE PARK CONTRACT

THIS AGREEMENT ("Agreement"), made and entered into as of this 1st day of May 2013, by and between the: **VILLAGE OF LA GRANGE PARK**, a municipal corporation, organized and existing under the laws of the State of Illinois (hereinafter referred to as "VILLAGE") and **A&B LANDSCAPING & TREE SERVICE, INC.**, a corporation authorized to do business in the State of Illinois (hereinafter referred to as "CONTRACTOR"):

RECITALS

WHEREAS, the Village of La Grange Park seeks to retain CONTRACTOR to provide **stump removal services** to the Village; and

WHEREAS, CONTRACTOR has been chosen to provide these services to the VILLAGE; and

WHEREAS, the CONTRACTOR acknowledges that this Agreement is specifically for those services as defined herein, and that the VILLAGE reserves the right to solicit other contractors for related services that may fall outside the scope of the Agreement; and

WHEREAS, this Agreement shall be in full force and effect until April 30, 2014, subject to either party's right to terminate the Agreement upon 30 days' prior written notice for any reason.

NOW, THEREFORE, IN CONSIDERATION of the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. DESCRIPTION OF WORK

See "Detailed Specifications-Stump Removal", attached hereto as Attachment #2.

II. SERVICE AND RATES

CONTRACTOR shall be compensated as follows - See "Proposal Form" attached hereto as Attachment #3.

III. STANDARDS

CONTRACTOR will provide all labor, tools, and equipment needed to perform professional quality work in a timely manner as directed and evaluated by the Director of Public Works. Services will be performed in a good and workmanlike manner. The Director of Public Works shall have the right to terminate this Agreement by written notice to CONTRACTOR if the Director of Public Works believes CONTRACTOR's work is unsatisfactory.

IV. DAMAGE TO PROPERTY

All services performed hereunder are to be performed within the public rights of ways and dedicated streets. At no time shall CONTRACTOR enter upon private property (i.e., land not belonging to the Village). CONTRACTOR shall be responsible for any property damage caused during its performance of services described in this Agreement. CONTRACTOR will correct any such damage at CONTRACTOR's expense, to the reasonable satisfaction of the Director of Public Works. CONTRACTOR must inform the Director in writing of any damages caused and the manner in which they will be repaired. All damages shall be corrected within one week of the occurrence. Any outstanding invoices will not be paid until damage is corrected.

V. CONTRACT DURATION

- A. This Agreement shall be in full force and effect until April 30, 2014, subject to either party's right to cancel upon 30 days' notice for any reason.
- B. This contract may be extended for not more than two (2) additional one-year periods, by mutual agreement of contracting parties. If either party decides it does not want to extend the agreement as provided herein, it must give written notice to the other party no later than ninety (90) days before the end of the current contract term. In the absence of such notice by either party, the contract will automatically extend for another year under the same terms and conditions that presently exist.
- C. The VILLAGE may terminate this Agreement "for cause" including, but not limited to:
 - 1. Filing of bankruptcy by CONTRACTOR.
 - 2. Failure of CONTRACTOR to provide the services described in this Agreement in accordance with the specifications and standards contained herein, in which case no notice is required.

VI. INSURANCE

- A. During the duration of this Agreement, the CONTRACTOR shall maintain the following insurance coverage limits:
 - 1. Workers' Compensation Insurance as prescribed by Illinois Statute
 - 2. General Liability Insurance:
 - \$1,000,000 per occurrence
 - \$2,000,000 aggregate
 - 3. Property Damage Liability Insurance:
 - \$1,000,000 per occurrence
 - \$2,000,000 aggregate
 - 4. Vehicle Liability:

- \$500,000 per occurrence

- B. The CONTRACTOR shall include subcontractors as insureds under its policies, or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all the requirements stated herein.
- C. The CONTRACTOR shall furnish a certificate of insurance verifying the existence of the aforementioned coverage's. Further, the VILLAGE shall be named as additional insured on each policy for any liability arising out of the CONTRACTOR'S work. For purposes of this Agreement, "arising out of the CONTRACTOR'S work" shall mean:
 - 1. Liability the VILLAGE may incur for which the VILLAGE is indemnified under Article VI. Section D. below; and/or
 - 2. Liability the VILLAGE may incur due to joint negligence of the CONTRACTOR and the VILLAGE.
- D. The CONTRACTOR shall indemnify and forever hold harmless, including the payment of reasonable attorneys fees and court costs, the VILLAGE, its agents, officials and employees against any and all claims for injuries, death, loss damages, claims of every type, nature and description (including without limitation environmental and patent claims), suits, liabilities judgments, costs and expenses arising from or related in any way to the alleged negligence or act or omission of the CONTRACTOR or its employees, agents, servants, subcontractors or suppliers in connection with performance of this Agreement.
- E. The CONTRACTOR shall, at the CONTRACTOR'S own expense, appear, defend any and pay all charges of attorneys and all costs and other expenses arising from the foregoing, or incurred in connection therewith in the defense of the VILLAGE, its agents, officials and employees.

VII. FEDERAL, STATE and VILLAGE LAWS

- A. The CONTRACTOR shall adhere to all Federal, State and VILLAGE Laws.
- B. Contractor must follow all applicable State and Federal regulations governing the Emerald Ash Borer (EAB) and "regulated articles", as outlined in the Illinois Department of Agriculture's Emerald Ash Borer Compliance Agreement.
- C. The CONTRACTOR shall adhere to all Federal and State guidelines governing equal employment opportunities.
- D. The VILLAGE has adopted an ordinance governing the prevailing rate of wages paid for work performed by contractors in the Village. If applicable, all labor performed under the provisions of this Agreement shall comply with the Illinois Prevailing Wage Act. The general prevailing rate of hourly wages in Cook County will apply for the work being performed in the Village of La Grange Park

in Cook County, Illinois. The CONTRACTOR will guarantee the faithful performance of such Prevailing Wage Act to include but not limited to: that not less than the prevailing rate of wages as found by the VILLAGE or Department of Labor or determined by the court on review shall be paid to all laborers, workers and mechanics performing work under this contract. If the prevailing rates are revised during the contract the revised rate shall apply to this contract

- E. If applicable, the CONTRACTOR is required to submit a Certified Transcript of Payroll and must include every worker employed to accomplish the work as specified in this Contract. Furthermore included will be the workers name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, and number of hours worked each day. This information shall be submitted to the VILLAGE no later than on a monthly basis for the duration of the contract.
- F. If applicable, the CONTRACTOR shall provide the Certified Transcript of Payroll that includes a statement signed by the contractor or subcontractor which avers that: such records are true and accurate, and the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act.

VII. NOTICES

- A. Except as otherwise explicitly provided in this Agreement, all notices permitted or required to be given by the parties to this Agreement shall be in writing and shall be delivered to the addressee at the address set forth below.

Village of La Grange Park
447 N. Catherine Ave.
La Grange Park, Illinois 60526
Attention: Director of Public Works

- B. Notices to the CONTRACTOR shall be addressed to, and delivered at, the following address:

A&B LANDSCAPING & TREE SERVICE, INC.
PO Box 344
Riverside, Illinois 60546
Attention: Cynthia H. Ruska, President

VIII. TERMS

- A. In the event that any provision of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Agreement, shall be in any way affected thereby.
- B. This Agreement sets forth the entire agreement between the parties with respect to the accomplishment of the work and the rates and charges therefore.

C. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and delivered by the authorized representatives of the VILLAGE and the CONTRACTOR.

D. MISCELLANEOUS

1. The CONTRACTOR covenants and agrees to comply at all times with all applicable laws, ordinances and regulations in the performance with and in any manner related to the CONTRACTOR's rights, duties, obligations and operations under this Agreement. The CONTRACTOR shall obtain and maintain in effect all licenses and permits necessary to perform its obligations under this Agreement.

2. The CONTRACTOR shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

3. The CONTRACTOR warrants that it is experienced in each of the areas under which it will have duties and obligations under this Agreement and that it has adequate personnel and experience to properly and satisfactorily discharge its duties and obligations under this Agreement.

E. Applicable law: This Agreement shall be interpreted according to the laws of, but not the conflicts of laws rules of, the State of Illinois.

IN WITNESS WHEREOF, the CONTRACTOR has executed this Agreement by its duly appointed agents, and the Village has executed this Agreement with its corporate seal affixed thereto, by its Village President and Village Clerk acting pursuant to authority granted by the Board of Trustees thereof, all on the day and year first written above.

VILLAGE OF LA GRANGE PARK

CONTRACTOR:

By: 
Julia Cedillo
Its: Village Manager

By: 
Cynthia H. Ruska
Its: President

Attest: 
Amanda G. Seidel
Village Clerk

Attest: 

Date: 4/23/13

Date: 4/14/13

Approved as to form -
Village Attorney- C. Keating via email 2/12/07

**DETAILED SPECIFICATIONS:
STUMP REMOVAL**

A. GENERAL PROVISIONS

1. SCOPE OF WORK

The Contractor shall furnish all labor, supervision, materials, tools, equipment, machinery and whatever else is necessary and proper for performing and completing the work in accordance with these specifications. The Contractor shall be responsible for the daily cleaning up of the job site and he shall repair or restore all structures on property that may be damaged during performance of the work.

2. LOCATION

The proposed work involves stump removal at various locations on public property wholly within the corporate limits of the Village of La Grange Park, Illinois. This includes, but is not limited to, the following areas.

- a) Rights-of-way along streets to include both parkways between sidewalk and street and rights-of-way between sidewalk and private property line. Prospective bidders shall be responsible for familiarizing themselves with street right-of-way throughout the Village.
- b) Other public lands and property.

3. PERIODIC INSPECTION

The Contractor shall notify the office of the Director of Public Works on the morning of any workday giving the location of that day's work. The Contractor shall, at all times, have a competent person in charge of the job to whom the Village's representative may issue directives. A representative from the Village will periodically inspect the work and will be available should any problems arise.

No streets shall be blocked off unless permission is first received from the Director of Public Works, and the Police Dispatch notified.

4. EQUIPMENT SUBMITTAL

In addition, each bidder must supply a listing of all tree trimming, removal and stumping equipment owned or supervised by the bidder (excluding saws and small tools) and the years of experience using each major piece of equipment.

B. TECHNICAL PROVISIONS

Contractor must follow all applicable State and Federal regulations governing the Emerald Ash Borer (EAB) and "regulated articles", as outlined in the Illinois Department of Agriculture's Emerald Ash Borer Compliance Agreement.

1. STUMP REMOVAL

Stumps and buttress roots shall be ground to a depth of not less than eight (8) inches below the elevation of the sub-grade. Notwithstanding the above, all stump holes shall be cut to a sufficient depth and width so that after the hole is filled, it shall conform to the grade and slope of the surface area around it. **Stumps shall be removed within five (5) business days of the request by the Director of Public Works. Contract may be terminated if not completed in ten (10) business days.**

The Contractor shall be responsible for grinding the stump, hauling away the stump and chips only.

2. METHOD OF MEASURING

Stumps to be removed shall be measured (per diameter inch) by the Village, and also marked by the Village. The stumps will be 4" to 8" above the ground in most cases, prior to removal. Stump measurement will be the actual stump, not including the roots. However, large roots at grade or above will be removed with stump.

3. CLEAN-UP

The Contractor shall pick up and remove all debris from the site immediately (same day) following the grinding of the stump. In no case shall debris be permitted to lie on the parkway over the weekend and if such conditions occur, Village crews will be assigned to remove the debris and all costs including equipment, labor at overtime rate and overhead will be deducted from any monies due the Contractor.

All debris generated from tree work shall be removed from the Village by the Contractor. All disposal costs are included in the contract price.

4. DAMAGE TO PRIVATE OR PUBLIC PROPERTY

Any damage of private or public property as a result of the Contractor's operation shall be repaired immediately by the Contractor. Should the repair work not be instituted soon enough or satisfactorily in the opinion of the Village Manager or his designated representative, the Village reserves the right to make the necessary repairs and deduct these costs from any monies due the Contractor.

VILLAGE OF LA GRANGE PARK

PROPOSAL FORM

TO: Brendan McLaughlin, Director of Public Works
 Village of La Grange Park
 447 N. Catherine Avenue
 La Grange Park, IL 60526

DATE: 4/2/2013

I/We, the undersigned, having carefully examined the "Request for Proposal", "Contract", and "Detailed Specifications" dated March 20, 2013, and agree to submit the following proposal for contractual stump removals:

COST OF STUMP REMOVALS

	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
STUMP SIZE:	PRICE PER DIAMETER INCH*		
<i>Example: 12" x per diameter inch = cost to remove stump</i>			
7" - 12" inch diameter	\$ <u>2.00</u>	\$ <u>2.25</u>	\$ <u>2.75</u>
13" - 18" inch diameter	\$ <u>2.00</u>	\$ <u>2.25</u>	\$ <u>2.75</u>
19" - 24" inch diameter	\$ <u>2.00</u>	\$ <u>2.25</u>	\$ <u>2.75</u>
25" - 30" inch diameter	\$ <u>2.00</u>	\$ <u>2.25</u>	\$ <u>2.75</u>
31" - 36" inch diameter	\$ <u>2.00</u>	\$ <u>2.25</u>	\$ <u>2.75</u>
>37" inch diameter	\$ <u>2.00</u>	\$ <u>2.25</u>	\$ <u>2.75</u>

*MEASUREMENT IS OF ACTUAL STUMP, AND WILL NOT INCLUDE ANY ROOTS IN MEASUREMENT. HOWEVER, LARGE ROOTS AT GRADE OR ABOVE WILL BE REMOVED WITH STUMP.

DO NOT GIVE A "PER STUMP" COST

Company Name: A&B Landscaping & Tree Service, Inc.

Address: PO Box 344
Riverside, IL 60546

Phone Number: 708/447-6902

Signature: *Cynthia H. Ruska*

Print Name & Title: Cynthia H. Ruska/President

IMPORTANT: Contractor must be able to complete all Stump removals, within the time outlined in the Detailed Specifications - See Attachment #2.

CONTRACT EXTENSION THROUGH FY16/17

FORESTRY SERVICES CONTRACT

(GENERAL TREE MAINTENANCE SERVICES)

It is hereby agreed that the Agreement entered into on May 1, 2013, between the Village of La Grange Park and WINKLER'S TREE & LANDSCAPING, INC., for **general tree maintenance services** shall remain in full force and effect, and that the Contract terms and conditions are hereby extended from May 1, 2016 to April 30, 2017. *Contractor will be compensated based on the FY2015-16 rate as outlined in Attachment #3 of the Contract dated May 1, 2013.*

Dated: September 22, 2015

VILLAGE OF LA GRANGE PARK

WINKLER'S TREE & LANDSCAPING, INC.

By: _____

By: _____

Dr. James L. Discipio

Vince Winkler

Its: Village President

Its: President

Attest: _____

Attest: _____

Amanda G. Seidel
Village Clerk

Date: _____

Date: _____

Approved as to form –

C. Keating, Village Attorney

COPY

VILLAGE OF LA GRANGE PARK CONTRACT

THIS AGREEMENT ("Agreement"), made and entered into as of this 1st day of May 2013, by and between the: **VILLAGE OF LA GRANGE PARK**, a municipal corporation, organized and existing under the laws of the State of Illinois (hereinafter referred to as "VILLAGE") and **WINKLER'S TREE & LANDSCAPING, INC.**, a corporation authorized to do business in the State of Illinois (hereinafter referred to as "CONTRACTOR"):

RECITALS

WHEREAS, the Village of La Grange Park seeks to retain CONTRACTOR to provide **general tree maintenance services** to the Village; and

WHEREAS, CONTRACTOR has been chosen to provide these services to the VILLAGE; and

WHEREAS, the CONTRACTOR acknowledges that this Agreement is specifically for those services as defined herein, and that the VILLAGE reserves the right to solicit other contractors for related services that may fall outside the scope of the Agreement; and

WHEREAS, this Agreement shall be in full force and effect until April 30, 2014, subject to either party's right to terminate the Agreement upon 30 days' prior written notice for any reason.

NOW, THEREFORE, IN CONSIDERATION of the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. DESCRIPTION OF WORK

See "Detailed Specifications-General Tree Maintenance", attached hereto as Attachment #2.

II. SERVICE AND RATES

CONTRACTOR shall be compensated as follows - See "Proposal Form" attached hereto as Attachment #3.

III. STANDARDS

CONTRACTOR will provide all labor, tools, and equipment needed to perform professional quality work in a timely manner as directed and evaluated by the Director of Public Works. Services will be performed in a good and workmanlike manner. The Director of Public Works shall have the right to terminate this Agreement by written notice to CONTRACTOR if the Director of Public Works believes CONTRACTOR's work is unsatisfactory.

IV. DAMAGE TO PROPERTY

All services performed hereunder are to be performed within the public rights of ways and dedicated streets. At no time shall CONTRACTOR enter upon private property (i.e., land not belonging to the Village). CONTRACTOR shall be responsible for any property damage caused during its performance of services described in this Agreement. CONTRACTOR will correct any such damage at CONTRACTOR's expense, to the reasonable satisfaction of the Director of Public Works. CONTRACTOR must inform the Director in writing of any damages caused and the manner in which they will be repaired. All damages shall be corrected within one week of the occurrence. Any outstanding invoices will not be paid until damage is corrected.

V. CONTRACT DURATION

- A. This Agreement shall be in full force and effect until April 30, 2014, subject to either party's right to cancel upon 30 days' notice for any reason.
- B. This contract may be extended for not more than two (2) additional one-year periods, by mutual agreement of contracting parties. If either party decides it does not want to extend the agreement as provided herein, it must give written notice to the other party no later than ninety (90) days before the end of the current contract term. In the absence of such notice by either party, the contract will automatically extend for another year under the same terms and conditions that presently exist.
- C. The VILLAGE may terminate this Agreement "for cause" including, but not limited to:
 - 1. Filing of bankruptcy by CONTRACTOR.
 - 2. Failure of CONTRACTOR to provide the services described in this Agreement in accordance with the specifications and standards contained herein, in which case no notice is required.

VI. INSURANCE

- A. During the duration of this Agreement, the CONTRACTOR shall maintain the following insurance coverage limits:
 - 1. Workers' Compensation Insurance as prescribed by Illinois Statute
 - 2. General Liability Insurance:
 - \$1,000,000 per occurrence
 - \$2,000,000 aggregate
 - 3. Property Damage Liability Insurance:
 - \$1,000,000 per occurrence
 - \$2,000,000 aggregate

4. Vehicle Liability:
 - \$500,000 per occurrence
- B. The CONTRACTOR shall include subcontractors as insureds under its policies, or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all the requirements stated herein.
- C. The CONTRACTOR shall furnish a certificate of insurance verifying the existence of the aforementioned coverage's. Further, the VILLAGE shall be named as additional insured on each policy for any liability arising out of the CONTRACTOR'S work. For purposes of this Agreement, "arising out of the CONTRACTOR'S work" shall mean:
 1. Liability the VILLAGE may incur for which the VILLAGE is indemnified under Article VI. Section D. below; and/or
 2. Liability the VILLAGE may incur due to joint negligence of the CONTRACTOR and the VILLAGE.
- D. The CONTRACTOR shall indemnify and forever hold harmless, including the payment of reasonable attorneys fees and court costs, the VILLAGE, its agents, officials and employees against any and all claims for injuries, death, loss damages, claims of every type, nature and description (including without limitation environmental and patent claims), suits, liabilities judgments, costs and expenses arising from or related in any way to the alleged negligence or act or omission of the CONTRACTOR or its employees, agents, servants, subcontractors or suppliers in connection with performance of this Agreement.
- E. The CONTRACTOR shall, at the CONTRACTOR'S own expense, appear, defend any and pay all charges of attorneys and all costs and other expenses arising from the foregoing, or incurred in connection therewith in the defense of the VILLAGE, its agents, officials and employees.

VII. FEDERAL, STATE and VILLAGE LAWS

- A. The CONTRACTOR shall adhere to all Federal, State and VILLAGE Laws.
- B. Contractor must follow all applicable State and Federal regulations governing the Emerald Ash Borer (EAB) and "regulated articles", as outlined in the Illinois Department of Agriculture's Emerald Ash Borer Compliance Agreement.
- C. The CONTRACTOR shall adhere to all Federal and State guidelines governing equal employment opportunities.
- D. The VILLAGE has adopted an ordinance governing the prevailing rate of wages paid for work performed by contractors in the Village. If applicable, all labor performed under the provisions of this Agreement shall comply with the Illinois

Prevailing Wage Act. The general prevailing rate of hourly wages in Cook County will apply for the work being performed in the Village of La Grange Park in Cook County, Illinois. The CONTRACTOR will guarantee the faithful performance of such Prevailing Wage Act to include but not limited to: that not less than the prevailing rate of wages as found by the VILLAGE or Department of Labor or determined by the court on review shall be paid to all laborers, workers and mechanics performing work under this contract. If the prevailing rates are revised during the contract the revised rate shall apply to this contract

- E. If applicable, the CONTRACTOR is required to submit a Certified Transcript of Payroll and must include every worker employed to accomplish the work as specified in this Contract. Furthermore included will be the workers name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, and number of hours worked each day. This information shall be submitted to the VILLAGE no later than on a monthly basis for the duration of the contract.
- F. If applicable, the CONTRACTOR shall provide the Certified Transcript of Payroll that includes a statement signed by the contractor or subcontractor which avers that: such records are true and accurate, and the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act.

VII. NOTICES

- A. Except as otherwise explicitly provided in this Agreement, all notices permitted or required to be given by the parties to this Agreement shall be in writing and shall be delivered to the addressee at the address set forth below.

Village of La Grange Park
447 N. Catherine Ave.
La Grange Park, Illinois 60526
Attention: Director of Public Works

- B. Notices to the CONTRACTOR shall be addressed to, and delivered at, the following address:

Vince Winkler, President
Winkler's Tree & Landscaping, Inc.
P.O. Box 1154
La Grange Park, Illinois 60526

VIII. TERMS

- A. In the event that any provision of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Agreement, shall be in any way affected thereby.

- B. This Agreement sets forth the entire agreement between the parties with respect to the accomplishment of the work and the rates and charges therefore.
- C. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and delivered by the authorized representatives of the VILLAGE and the CONTRACTOR.
- D. MISCELLANEOUS
 - 1. The CONTRACTOR covenants and agrees to comply at all times with all applicable laws, ordinances and regulations in the performance with and in any manner related to the CONTRACTOR's rights, duties, obligations and operations under this Agreement. The CONTRACTOR shall obtain and maintain in effect all licenses and permits necessary to perform its obligations under this Agreement.
 - 4. The CONTRACTOR shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.
 - 5. The CONTRACTOR warrants that it is experienced in each of the areas under which it will have duties and obligations under this Agreement and that it has adequate personnel and experience to properly and satisfactorily discharge its duties and obligations under this Agreement.
- E. Applicable law: This Agreement shall be interpreted according to the laws of, but not the conflicts of laws rules of, the State of Illinois.

IN WITNESS WHEREOF, the CONTRACTOR has executed this Agreement by its duly appointed agents, and the Village has executed this Agreement with its corporate seal affixed thereto, by its Village President and Village Clerk acting pursuant to authority granted by the Board of Trustees thereof, all on the day and year first written above.

VILLAGE OF LA GRANGE PARK

By: 

Julia Cedillo

Its: Village Manager

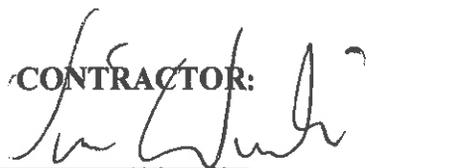
Attest: 

Amanda G. Seidel

Village Clerk

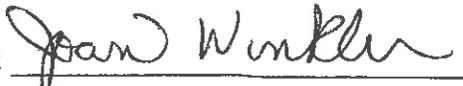
Date: 4/23/13

CONTRACTOR:

By: 

Vince Winkler

Its: President

Attest: 

Date: 4-15-13

Previously approved as to form –
Village Attorney C. Keating 2/12/07

**DETAILED SPECIFICATIONS:
GENERAL TREE MAINTENANCE**

A. GENERAL PROVISIONS

1. SCOPE OF WORK

The Contractor shall furnish all labor, supervision, materials, tools, equipment, machinery and whatever else is necessary and proper for performing and completing the work in accordance with these specifications. The Contractor shall be responsible for the daily cleaning up of the job site and he shall repair or restore all structures on property that may be damaged during performance of the work.

2. LOCATION

The proposed work involves “general maintenance” of trees (i.e., removing broken branches from an aerial bucket) located at various locations on public property wholly within the corporate limits of the Village of La Grange Park, Illinois. This includes, but is not limited to, the following areas.

- a) Rights-of-way along streets to include both parkway between sidewalk and street and rights-of-way between sidewalk and private property line. Prospective bidders shall be responsible for familiarizing themselves with street right-of-way throughout the Village.
- b) Other public lands and property.

A list of locations will be given to the contractor by the Director of Public Works.

3. PERIODIC INSPECTION

The Contractor shall notify the office of the Director of Public Works on the morning of any workday giving the location of that day’s work. The Contractor shall, at all times, have a competent person in charge of the job to whom the Village’s representative may issue directives. A representative from the Village will periodically inspect the work and will be available should any problems arise.

4. BARRICADES AND WARNING DEVICES

The Contractor shall erect barricades to protect his workzone at all points deemed necessary. The Contractor shall place at such points the necessary warning signs, barricades, and other suitable devices to protect the work properly and to provide for the conveniences and safety of the public at all times.

No streets shall be entirely blocked off unless permission is first received from the Director of Public Works, and the Police Dispatch has been notified.

5. EQUIPMENT SUBMITTAL

In addition, each bidder must supply a listing of all tree trimming, removal and stumping equipment owned or supervised by the bidder (excluding saws and small tools) and the years of experience using each major piece of equipment.

B. TECHNICAL PROVISIONS

Contractor must follow all applicable State and Federal regulations governing the Emerald Ash Borer (EAB) and "regulated articles", as outlined in the Illinois Department of Agriculture's Emerald Ash Borer Compliance Agreement.

1. TYPES OF PRUNING

Pruning shall follow standards recognized by the National Arborist Association

- A. Class I Fine Pruning: Class I Fine Pruning shall be done to all trees less than 13" DBH.
- B. Class II Standard Pruning: Class II Standard Pruning shall be done to all trees greater than 12" DBH

2. GENERAL MAINTENANCE

This work involves, but is not limited to, removing broken branches, "hangers", stubs from broken branches, dead branches, and other work not considered an emergency, from an aerial bucket truck.

These general tree maintenance situations will be communicated to the contractor, with detailed instructions and will generally be at various locations in the Village. This work shall be performed in 2 working days of being notified of the locations, and during normal working hours.

3. CLEAN-UP

The Contractor shall pick up by means of sweeping, raking or other equal means, all branches, brush, wood chips, and debris from the site immediately following work performed. In no case shall debris be permitted to lie on the parkway over the weekend and if such conditions occur, Village crews will be assigned to remove the debris and all costs including equipment, labor at overtime rate and overhead will be deducted from any monies due the Contractor.

All debris generated from tree work shall be removed from the Village by the Contractor. All disposal costs are included in the contract price.

4. DAMAGE TO PRIVATE OR PUBLIC PROPERTY

Any damage of private or public property as a result of the Contractor's operation shall be repaired immediately by the Contractor. Should the repair work not be instituted soon enough or satisfactorily in the opinion of the Director of Public Works or his designated representative, the Village reserves the right to make the necessary repairs and deduct these costs from any monies due the Contractor.

VILLAGE OF LA GRANGE PARK

PROPOSAL FORM

TO: Brendan McLaughlin, Director of Public Works
Village of La Grange Park
447 N. Catherine Avenue
La Grange Park, IL 60526

DATE: 3-26-13

I/We, the undersigned, having carefully examined the "Request for Proposal", "Contract", and "Detailed Specifications" dated March 20, 2013, and agree to submit the following proposal for general tree maintenance:

2 MEN (2)

MISCELLANEOUS REQUESTS* (hourly rate of crew with aerial bucket truck, and chipper truck - during normal working hours)

2013-14	2014-15	2015-16
\$ <u>140.00</u>	\$ <u>145.00</u>	\$ <u>150.00</u>

(*examples include, but are not limited to: removal of dead branches, "hangers", broken branch stubs, non-emergency removal of branches, at various locations)

IS THERE A MINIMUM NUMBER OF HOURS CHARGED? 2
If so, how many hours? 1

Company Name: Winkler's Tree & Landscaping, Inc.
P.O. Box 1154
Address: La Grange Pk, IL 60526
(708)544-1219

Phone Number: _____

Signature: _____

Print Name & Title: _____

Dave Winkler
Dave Winkler PRES

CONTRACT EXTENSION THROUGH FY16/17

FORESTRY SERVICES CONTRACT

(EMERGENCY TREE SERVICES)

It is hereby agreed that the Agreement entered into on May 1, 2013, between the Village of La Grange Park and WINKLER'S TREE & LANDSCAPING, INC. for **emergency tree services** shall remain in full force and effect, and that the Contract terms and conditions are hereby extended from May 1, 2016 to April 30, 2017. *Contractor will be compensated based on the FY2015-16 rate as outlined in Attachment #3 of the Contract dated May 1, 2013.*

Dated: September 22, 2015

VILLAGE OF LA GRANGE PARK

By: _____

Dr. James L. Discipio

Its: Village President

Attest: _____

Amanda G. Seidel

Village Clerk

Date: _____

WINKLER'S TREE & LANDSCAPING, INC.

By: _____

Vince Winkler

Its: President

Attest: _____

Date: _____

Approved as to form –

C. Keating, Village Attorney

COPY

VILLAGE of LAGRANGE PARK CONTRACT

THIS AGREEMENT ("Agreement"), made and entered into as of this 1st day of May 2013, by and between the: **VILLAGE OF LA GRANGE PARK**, a municipal corporation, organized and existing under the laws of the State of Illinois (hereinafter referred to as "VILLAGE") and **WINKLER'S TREE & LANDSCAPING, INC.**, a contractor authorized to do business in the State of Illinois (hereinafter referred to as "CONTRACTOR"):

RECITALS

WHEREAS, the Village of La Grange Park seeks to retain CONTRACTOR to provide **emergency tree storm damage response services** to the Village; and

WHEREAS, CONTRACTOR has been chosen to provide these services for the VILLAGE; and

WHEREAS, the CONTRACTOR acknowledges that this Agreement is specifically for those services as defined herein, and that the VILLAGE reserves the right to solicit other contractors for related services that may fall outside the scope of the Agreement; and

WHEREAS, this Agreement shall be in full force and effect until April 30, 2014, subject to either party's right to terminate the Agreement upon 30 days' prior written notice for any reason.

NOW, THEREFORE, IN CONSIDERATION of the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. DESCRIPTION OF WORK

See "Detailed Specifications: Emergency Storm Damage Response", attached hereto as Attachment #2.

II. SERVICE AND RATES

CONTRACTOR shall be compensated as follows – See "Proposal Form" attached hereto as Attachment #3.

III. STANDARDS

CONTRACTOR will provide all labor, tools, and equipment needed to perform professional quality work in a timely manner as directed and evaluated by the Director of Public Works. Services will be performed in a good and workmanlike manner. The Director of Public Works shall have the right to terminate this by written notice to CONTRACTOR if the Director of Public Works can show reasonable evidence of CONTRACTOR's work as being unsatisfactory.

IV. DAMAGE TO PROPERTY

All services performed hereunder are to be performed within the public rights of ways and dedicated streets. At no time shall CONTRACTOR enter upon private property (i.e., land not belonging to the Village). CONTRACTOR shall be responsible for any property damage caused during its performance of services described in this Agreement. CONTRACTOR will correct any such damage at CONTRACTOR's expense, to the reasonable satisfaction of the Director of Public Works. CONTRACTOR must inform the Director in writing of any damages caused and the manner in which they will be repaired. All damages shall be corrected within one week of the occurrence. Any outstanding invoices will not be paid until damage is corrected.

V. CONTRACT DURATION

- A. This Agreement shall be in full force and effect until April 30, 2014, subject to either party's right to cancel upon 30 days' notice for any reason.
- B. This contract may be extended for not more than two (2) additional one-year periods, by mutual agreement of contracting parties. If either party decides it does not want to extend the agreement as provided herein, it must give written notice to the other party no later than ninety (90) days before the end of the current contract term. In the absence of such notice by either party, the contract will automatically extend for another year under the same terms and conditions that presently exist.
- C. The VILLAGE may terminate this Agreement "for cause" including, but not limited to:
 1. Filing of bankruptcy by CONTRACTOR.
 2. Failure of CONTRACTOR to provide the services described in this Agreement in accordance with the specifications and standards contained herein, in which case no notice is required.

VI. INSURANCE AND INDEMNIFICATION

- A. During the duration of this Agreement, the CONTRACTOR shall maintain the following insurance coverage limits:
 1. Workers' Compensation Insurance as prescribed by Illinois Statute
 2. General Liability Insurance:
 - \$1,000,000 per occurrence
 - \$2,000,000 aggregate
 3. Property Damage Liability Insurance:
 - \$1,000,000 per occurrence
 - \$2,000,000 aggregate
 4. Vehicle Liability:
 - \$500,000 per occurrence

- B. The CONTRACTOR shall include subcontractors as insureds under its policies, or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all the requirements stated herein.
- C. The CONTRACTOR shall furnish a certificate of insurance verifying the existence of the aforementioned coverage's. Further, the VILLAGE shall be named as additional insured on each policy for any liability arising out of the CONTRACTOR'S work. For purposes of this Agreement, "arising out of the CONTRACTOR'S work" shall mean:
 - 1. Liability the VILLAGE may incur for which the VILLAGE is indemnified under Article VI. Section D. below; and/or
 - 2. Liability the VILLAGE may incur due to joint negligence of the CONTRACTOR and the VILLAGE.
- D. The CONTRACTOR shall indemnify and forever hold harmless, including the payment of reasonable attorneys fees and court costs, the VILLAGE, its agents, officials and employees against any and all claims for injuries, death, loss damages, claims of every type, nature and description (including without limitation environmental and patent claims), suits, liabilities judgments, costs and expenses arising from or related in any way to the alleged negligence or act or omission of the CONTRACTOR or its employees, agents, servants, subcontractors or suppliers in connection with performance of this Agreement.
- E. The CONTRACTOR shall, at the CONTRACTOR'S own expense, appear, defend any and pay all charges of attorneys and all costs and other expenses arising from the foregoing, or incurred in connection therewith in the defense of the VILLAGE, its agents, officials and employees.

VII. FEDERAL, STATE and VILLAGE LAWS

- A. The CONTRACTOR shall adhere to all Federal, State and VILLAGE Laws.
- B. Contractor must follow all applicable State and Federal regulations governing the Emerald Ash Borer (EAB) and "regulated articles", as outlined in the Illinois Department of Agriculture's Emerald Ash Borer Compliance Agreement.
- C. The CONTRACTOR shall adhere to all Federal and State guidelines governing equal employment opportunities.
- D. The VILLAGE has adopted an ordinance governing the prevailing rate of wages paid for work performed by contractors in the Village. If applicable, all labor performed under the provisions of this Agreement shall comply with the Illinois Prevailing Wage Act. The general prevailing rate of hourly wages in Cook County will apply for the work being performed in the Village of La Grange Park in Cook County, Illinois. The CONTRACTOR will guarantee the faithful

performance of such Prevailing Wage Act to include but not limited to: that not less than the prevailing rate of wages as found by the VILLAGE or Department of Labor or determined by the court on review shall be paid to all laborers, workers and mechanics performing work under this contract. If the prevailing rates are revised during the contract the revised rate shall apply to this contract

- E. If applicable, the CONTRACTOR is required to submit a Certified Transcript of Payroll and must include every worker employed to accomplish the work as specified in this Contract. Furthermore included will be the workers name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, and number of hours worked each day. This information shall be submitted to the VILLAGE no later than on a monthly basis for the duration of the contract.
- F. If applicable, the CONTRACTOR shall provide the Certified Transcript of Payroll that includes a statement signed by the contractor or subcontractor which avers that: such records are true and accurate, and the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act.

VIII. NOTICES

- A. Except as otherwise explicitly provided in this Agreement, all notices permitted or required to be given by the parties to this Agreement shall be in writing and shall be delivered to the addressee at the address set forth below.

Village of La Grange Park
447 N. Catherine Ave.
La Grange Park, Illinois 60526
Attention: Director of Public Works

- B. Notices to the CONTRACTOR shall be addressed to, and delivered at, the following address:

Vince Winkler, President
Winkler's Tree & Landscaping, Inc.
P.O. Box 1154
La Grange Park, Illinois 60526

IX. TERMS

- A. In the event that any provision of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Agreement, shall be in any way affected thereby.
- B. This Agreement sets forth the entire agreement between the parties with respect to the accomplishment of the work and the rates and charges therefore.
- C. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until such change is reduced to writing

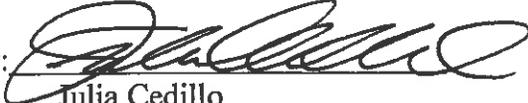
and executed and delivered by the authorized representatives of the VILLAGE and the CONTRACTOR.

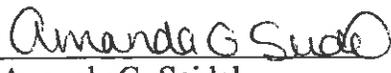
X. MISCELLANEOUS

- A. The CONTRACTOR covenants and agrees to comply at all times with all applicable laws, ordinances and regulations in the performance with and in any manner related to the CONTRACTOR's rights, duties, obligations and operations under this Agreement. The CONTRACTOR shall obtain and maintain in effect all licenses and permits necessary to perform its obligations under this Agreement.
- B. The CONTRACTOR shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.
- C. The CONTRACTOR warrants that it is experienced in each of the areas under which it will have duties and obligations under this Agreement and that it has adequate personnel and experience to properly and satisfactorily discharge its duties and obligations under this Agreement.
- D. Applicable law: This Agreement shall be interpreted according to the laws of the State of Illinois.

IN WITNESS WHEREOF, the CONTRACTOR has executed this Agreement by its duly appointed agents, and the VILLAGE has executed this Agreement with its corporate seal affixed thereto, by its Village President and Village Clerk acting pursuant to authority granted by the Board of Trustees thereof, all on the day and year first written above.

VILLAGE OF LA GRANGE PARK

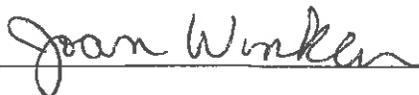
By: 
Julia Cedillo
Its: Village Manager

Attest: 
Amanda G. Seidel
Village Clerk

Date: 4/23/13

CONTRACTOR:

By: 
Vince Winkler
Its: President

Attest: 

Date: 4-15-13

Previously approved as to form –
Village Attorney C. Keating 2/12/07

**DETAILED SPECIFICATIONS:
EMERGENCY STORM DAMAGE RESPONSE**

A. GENERAL PROVISIONS

1. SCOPE OF WORK

The Contractor shall furnish all labor, supervision, materials, tools, equipment, machinery and whatever else is necessary and proper for performing and completing the work in accordance with these specifications. The Contractor shall be responsible for the daily cleaning up of the job site and he shall repair or restore all structures on property that may be damaged during performance of the work.

2. LOCATION

The proposed work involves emergency response to perform emergency storm clean-up work to treat trees damaged by storms, high winds, lightning, etc., at various locations on public property wholly within the corporate limits of the Village of La Grange Park, Illinois. This includes, but is not limited to, the following areas.

- a) Rights-of-way along streets to include both parkways between sidewalk and street rights-of-ways and between sidewalk and private property line. Prospective bidders shall be responsible for familiarizing themselves with street right-of-way throughout the Village.
- b) Other public lands and property.

Trees to be removed will be measured and marked by the Village.

3. EMERGENCY STORM DAMAGE RESPONSE

Emergency storm clean-up work for trees damaged by storms, high winds, lightning, etc. Work under this section includes “cleaning out” trees by pruning out broken or cracked branches, clearing streets and sidewalks and public right-of-ways blocked by fallen trees, cutting up and hauling away tree debris and other work of a similar nature.

Mandatory response time: After contractor receives notification from Director of Public Works of work needed, Contractor shall begin work within 2 hours. The Contractor must provide dependable emergency contact phone numbers, and is to confirm availability to perform the emergency work within 15 minutes of initial call from the Director. Failure to respond to an emergency situation as specified may result in termination of contract.

Given the nature of this work, Contractor must be able to respond on a 24-hour, seven days a week basis. Bid shall be based on a flat hourly rate per crew and equipment.

4. PERIODIC INSPECTION

The Contractor shall notify the office of the Director of Public Works when work begins and is completed and give the location of that work. The Contractor shall, at all times, have a competent person in charge of the job to whom the Village’s representative may issue directives.

A representative from the Village will periodically inspect the work and will be available should any problems arise.

5. BARRICADES AND WARNING DEVICES

The Contractor shall erect barricades to protect the work zone at all points deemed necessary. The Contractor shall place at such points the necessary warning signs, barricades, and other suitable devices to protect the work area properly and to provide for the conveniences and safety of the public at all times.

After tree removal, should Contractor not be able to immediately remove a stump, barricades shall be placed around the tree stump if not removed immediately. Barricades shall be in place no longer than 5 working days, and stump shall be removed in that time.

No streets shall be blocked off unless permission is first received from the Director of Public Works, and Police Dispatch has been notified.

6. EQUIPMENT SUBMITTAL

In addition, each bidder must supply a listing of all tree trimming, removal and stumping equipment owned or supervised by the bidder (excluding saws and small tools) and the years of experience using each major piece of equipment.

B. TECHNICAL PROVISIONS

Contractor must follow all applicable State and Federal regulations governing the Emerald Ash Borer (EAB) and "regulated articles", as outlined in the Illinois Department of Agriculture's Emerald Ash Borer Compliance Agreement.

1. TYPES OF PRUNING

Pruning shall follow standards recognized by the National Arborist Association

- A. Class I Fine Pruning: Class I Fine Pruning shall be done to all trees less than 13" DBH.
- B. Class II Standard Pruning: Class II Standard Pruning shall be done to all trees greater than 12" DBH

2. TREES TO BE REMOVED

The Contractor shall receive from the Director of Public Works or a designee a list giving the address and location of trees to be removed. Trees shall only be removed upon orders by the Director of Public Works or his authorized representative.

3. METHOD OF REMOVAL

The practice of "felling" the tree is expressly prohibited. All trees shall be "limbed out" with limbs lowered to the ground with the aid of ropes prior to the final cutting of the trunk. Public and private property, such as: other trees, cars, driveways, sidewalks, curbs, streets, manhole covers and meter pits shall always be protected from the impact of falling wood by the use of tree or limb ground supports. Trees will be cut to within 4" – 8" inches of the ground line.

Failure to follow limb out procedures can result in termination of contract. The contractor is responsible for all damages caused by falling limbs.

4. METHOD OF MEASURING

When necessary, trees to be removed shall be measured by the Village, and also marked by the Village. The tree shall be measured at a diameter breast height (DBH) four (4) feet above the ground.

5. CLEAN-UP

The Contractor shall pick up by means of sweeping (or equal means) all branches, brush, wood chips, and debris from the site immediately following the removal of the tree. If this cannot be done in an emergency situation, the Contractor will need to return to the location within 2 working days. If locations are not cleaned properly the result may be the termination of the contract.

All debris generated from tree work shall be removed from the Village by the Contractor. All disposal costs are included in the contract price.

6. DAMAGE TO PRIVATE OR PUBLIC PROPERTY

Any damage of private or public property as a result of the Contractor's operation shall be repaired immediately by the Contractor. Should the repair work not be instituted soon enough or satisfactorily in the opinion of the Village Manager or his designated representative, the Village reserves the right to make the necessary repairs and deduct these costs from any monies due the Contractor. This damage, if deemed as a result of neglect or poor methods, can result in the termination of the contract.

VILLAGE OF LA GRANGE PARK

PROPOSAL FORM

TO: Brendan McLaughlin, Director of Public Works
 Village of La Grange Park
 447 N. Catherine Avenue
 La Grange Park, IL 60526

DATE: 3-26-13

I/We, the undersigned, having carefully examined the "Request for Proposal", "Contract", and "Detailed Specifications" March 20, 2013, and agree to submit the following proposal for contractual emergency storm damage work:

EMERGENCY STORM DAMAGE WORK

PROPOSAL FOR 2013-2014

EMERGENCY TREE REMOVAL:

Price per hour should include all fees (i.e., travel, mobilization, travel/equipment, based on a 24" size tree)

2 MEN CREW

Monday thru Friday 7:00am - 3:30pm	\$ <u>160.00</u>	*(Hourly rate of a normal workday - per crew)
Monday thru Friday 3:30pm - 7:00am	\$ <u>250.00</u>	*(Hourly rate - per crew)
Friday 3:30pm - midnight	\$ <u>300.00</u>	*(Hourly rate - per crew)
Saturday (midnight to midnight 24 hrs. period)	\$ <u>250.00</u>	*(Hourly rate - per crew)
Sunday (midnight to midnight 24 hrs. period)	\$ <u>300.00</u>	*(Hourly rate - per crew)
Monday (12:00am to 7:00am Monday 24 hrs. period)	\$ <u>300.00</u>	*(Hourly rate - per crew)
Legal Holidays (midnight to midnight 24 hrs. period)	\$ <u>500.00</u>	*(Hourly rate - per crew)

EMERGENCY - MISCELLANEOUS BRANCH REMOVAL/CLEAN-UP FOR 2013-2014:

Price per hour should include all fees (i.e., travel, mobilization, travel/equipment)

Monday thru Friday 7:00am - 3:30pm	\$ <u>265.00</u>	*(Hourly rate of a normal workday - per crew) ✓
Monday thru Friday 3:30pm - 7:00am	\$ <u>265.00</u>	*(Hourly rate - per crew) ✓
Friday 3:30pm - midnight	\$ <u>265.00</u>	*(Hourly rate - per crew) ✓
Saturday (midnight to midnight 24 hrs. period)	\$ 265.00 ^{500.00}	*(Hourly rate - per crew) ✓
Sunday (midnight to midnight 24 hrs. period)	\$ <u>500.00</u>	*(Hourly rate - per crew) ✓

Monday (12:00am to 7:00am Monday
24 hrs. period) \$ 500.00 *(Hourly rate - per crew)

Legal Holidays (midnight to midnight
24 hrs. period) \$ 600.00 *(Hourly rate - per crew)

PROPOSAL FOR 2014-2015

EMERGENCY TREE REMOVAL:

Price per hour should include all fees (i.e., travel, mobilization, travel/equipment, based on a 24" size tree)

Monday thru Friday 7:00am - 3:30pm \$ 165.00 *(Hourly rate of a normal
workday - per crew)

Monday thru Friday 3:30pm - 7:00am \$ 260.00 *(Hourly rate - per crew) ✓

Friday 3:30pm - midnight \$ 320.00 *(Hourly rate - per crew) ✓

Saturday (midnight to midnight
24 hrs. period) \$ 295.00 *(Hourly rate - per crew) ✓

Sunday (midnight to midnight
24 hrs. period) \$ 320.00 *(Hourly rate - per crew) ✓

Monday (12:00am to 7:00am Monday
24 hrs. period) \$ 320.00 *(Hourly rate - per crew) ✓

Legal Holidays (midnight to midnight
24 hrs. period) \$ 320.00 *(Hourly rate - per crew) ✓

EMERGENCY - MISCELLANEOUS BRANCH REMOVAL/CLEAN-UP FOR 2014-2015:

Price per hour should include all fees (i.e., travel, mobilization, travel/equipment)

Monday thru Friday 7:00am - 3:30pm \$ 280.00 *(Hourly rate of a normal
workday - per crew)

Monday thru Friday 3:30pm - 7:00am \$ 280.00 *(Hourly rate - per crew)

Friday 3:30pm - midnight \$ 290.00 *(Hourly rate - per crew)

Saturday (midnight to midnight
24 hrs. period) \$ 580.00 *(Hourly rate - per crew)

Sunday (midnight to midnight
24 hrs. period) \$ 580.00 *(Hourly rate - per crew)

Monday (12:00am to 7:00am Monday
24 hrs. period) \$ 580.00 *(Hourly rate - per crew)

Legal Holidays (midnight to midnight
24 hrs. period) \$ 680.00 *(Hourly rate - per crew)

PROPOSAL FOR 2015-2016

EMERGENCY TREE REMOVAL:

Price per hour should include all fees (i.e., travel, mobilization, travel/equipment, based on a 24" size tree)

Monday thru Friday 7:00am - 3:30pm	\$ <u>200.00</u>	*(Hourly rate of a normal workday- per crew) ✓
Monday thru Friday 3:30pm - 7:00am	\$ <u>290.00</u>	*(Hourly rate - per crew) ✓
Friday 3:30pm - midnight	\$ <u>350.00</u>	*(Hourly rate - per crew) ✓
Saturday (midnight to midnight 24 hrs. period)	\$ <u>375.00</u>	*(Hourly rate - per crew) ✓
Sunday (midnight to midnight 24 hrs. period)	\$ <u>390.00</u>	*(Hourly rate - per crew) ✓
Monday (12:00am to 7:00am Monday 24 hrs. period)	\$ <u>420.00</u>	*(Hourly rate - per crew) ✓
Legal Holidays (midnight to midnight 24 hrs. period)	\$ <u>750.00</u>	*(Hourly rate - per crew) ✓

EMERGENCY - MISCELLANEOUS BRANCH REMOVAL/CLEAN-UP FOR 2015-2016:

Price per hour should include all fees (i.e., travel, mobilization, travel/equipment)

Monday thru Friday 7:00am - 3:30pm	\$ <u>320.00</u>	*(Hourly rate of a normal workday- per crew)
Monday thru Friday 3:30pm - 7:00am	\$ <u>350.00</u>	*(Hourly rate - per crew)
Friday 3:30pm - midnight	\$ <u>390.00</u>	*(Hourly rate - per crew)
Saturday (midnight to midnight 24 hrs. period)	\$ <u>640.00</u>	*(Hourly rate - per crew)
Sunday (midnight to midnight 24 hrs. period)	\$ <u>750.00</u>	*(Hourly rate - per crew)
Monday (12:00am to 7:00am Monday 24 hrs. period)	\$ <u>750.00</u>	*(Hourly rate - per crew)
Legal Holidays (midnight to midnight 24 hrs. period)	\$ <u>800.00</u>	*(Hourly rate - per crew)

Company Name: Winkler's Tree & Landscaping, Inc.

Address: P.O. Box 1154
La Grange Pk, IL 60526

Phone Number: (708)544-1219

Signature: *Dennis Winkler*

Print Name & Title: Dennis Winkler

Finance Committee

Patricia Rocco, Chairwoman

Scott Mesick

James Kucera

Village Board Agenda Memo

Date: September 1, 2015

To: Finance Committee Chair Patricia Rocco
Village President and Board of Trustees

From: Larry Noller, Finance Director 
Julia Cedillo, Village Manager 

Re: **Bond Referenda Ordinance**

PURPOSE

Consideration of an ordinance to submit two propositions to issue general obligation bonds at the March 15, 2016 general primary election.

BACKGROUND

At the June 29, 2015 strategic planning workshop, the Village Board discussed the need for additional funding for the Village's long-term capital program. Existing revenues are not sufficient to maintain the Village's 35 miles of roads at a sustainable pace and replace essential fire department equipment. As a result of the strategic planning workshop, the Village Board requested that staff begin preparing for a general obligation bond issuance. The proposed \$11.2 million bond issuance includes \$10 million for road projects and \$1.2 million for fire department vehicles and equipment. The bonds would be financed over 10 years and be paid with additional property taxes. The estimated impact to a homeowner's tax bill is \$109 per year per \$100,000 of property value.

The Village is required by state law to go to referendum in order to issue general obligation bonds supported by property taxes. Because the bonds will be for two distinct uses, state law requires two separate propositions; one for road projects and one for fire vehicles and equipment. In order to place the propositions on the March 15, 2016 ballot, the Village Board must adopt an ordinance which includes the questions and a certification of the ordinance must be filed with the County Clerk. Attached are copies of the proposed ordinance and required filing certificates. The ordinance and documents were prepared by Village bond counsel, Chapman Cutler, and reviewed by the Village Attorney. The proposed ordinance includes a rate of 6% in order to establish a not to exceed rate as required by statute. While it is expected that the actual net interest rate for the bonds will be well below 6%, the higher rate provides flexibility in structuring the bonds and responding to any movement in the market that occurs prior to issuance.

RECOMMENDATION

Staff recommends approval of the attached ordinance at the September 8, 2015 Village Board meeting.

ACTION REQUESTED

Motion to approve an ordinance providing for and requiring the submission of the propositions of issuing General Obligation Bonds to the voters of the Village of La Grange Park, Cook County, Illinois, at the General Primary Election to be held on the 15th day of March, 2016.

DOCUMENTATION

- Correspondence from Village bond counsel
- Proposed referendum ordinance and filing certificates
- Tax impact analysis from Village financial advisor

August 4, 2015

Mr. Larry Noller
Director of Finance
Village of La Grange Park
447 North Catherine
La Grange Park, Illinois 60526

Re: Village of La Grange Park, Cook County, Illinois
Proposed General Obligation Bonds,
Series 2016 (Referendum)

Dear Larry:

In preparation for the above-referenced referendum, we call your attention to the following:

1. We understand that the Election Ordinance (the "*Ordinance*") is to be adopted at a meeting of the President and Board of Trustees (the "*Board*") of the Village on September 8, 2015. In due course, please forward to us certified minutes showing the adoption of the Ordinance and the agenda for said Board meeting.

2. We call special attention to Section 11 of the Ordinance which directs the Village Clerk to certify a copy thereof to the County Clerk not later than January 7, 2016. Please ensure that the Ordinance is filed by this time, and provide us with a Filing Certificate completed by the County Clerk to evidence the filing in his office.

3. Notice of the propositions (the "*Notice*") to be submitted at the General Primary Election to be held on March 15, 2016 (the "*Election*") is to be published by the County Clerk. The Notice must be published by the County Clerk not earlier than February 14, 2016, nor later than March 5, 2016, in a newspaper having general circulation in the Village. It is advisable that you check the proof carefully prior to the publication of the Notice and that you make certain that the publication of the Notice is made in an accurate and a timely manner. In due course, please forward to us a publisher's affidavit, with an original newspaper clipping attached thereto, evidencing publication of the Notice.

4. Notice of the propositions to be submitted at the Election is also to be posted by the County Clerk. The Notice must be posted by the County Clerk not later than March 5, 2016, at the principal office of the County Clerk.

5. Notice of the propositions to be submitted at the Election must also be posted by the Village Clerk not later than March 5, 2016, at the principal office of the Village.

Mr. Larry Noller
August 4, 2015
Page 2

6. *Please note that the Notice referred to in paragraphs 3, 4 and 5 above must be in the form set forth in Section 8 of the Ordinance.*

7. The wording of the ballot (the "Ballot") is set forth in Section 9 of the Ordinance and the Ballot is to be prepared by the County Clerk in accordance with Section 16-7 of the Election Code. As the County uses an electronic voting system, the Ballot should be prepared by the County Clerk as provided in Articles 24A, 24B or 24C of the Election Code. We suggest that you check with the County Clerk to make certain that the Ballot is prepared with the correct wording. Please note that the Ballot is to be of a distinctly different color from any Ballot for candidates used at such election and should not be printed on blue or green paper. In due course, we should be provided with an original Ballot certified by the County Clerk.

8. The results of the election must be canvassed by the County Clerk within 21 days after the election. The County Clerk will then transmit a signed copy or original duplicate of his completed abstract of votes to the Board and by facsimile, email or other electronic means to the State Board of Elections.

9. Please note that federal election law requires the Village's forms of Ballot and Notice of the Election in Cook County to include a translation of the proposition into a language other than English. We strongly recommend that you engage the services of a professional translation service to ensure a true, accurate and complete translation of all Election-related materials prior to their printing and publication. *The Village and the Cook County Clerk are responsible for ensuring the accuracy of any translation of any Election-related materials, and any error in any translation could void the Election results.*

We look forward to continuing to work with you on this matter. Please do not hesitate to contact me at (312) 845-3426 or Seema Masterson at (312) 845-3836 with any questions that you might have.

Very truly yours,

CHAPMAN AND CUTLER LLP

By 
Lawrence E. White

LEW/SGM:kd

ORDINANCE NO. _____

AN ORDINANCE providing for and requiring the submission of the propositions of issuing General Obligation Bonds to the voters of the Village of La Grange Park, Cook County, Illinois, at the General Primary Election to be held on the 15th day of March, 2016.

* * *

WHEREAS, the Village of La Grange Park, Cook County, Illinois (the "*Village*"), is a duly incorporated and existing municipality created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

WHEREAS, the needs of the Village require the expenditure of not to exceed \$11,200,000 for the purpose of paying the cost of undertaking the following capital improvements in and for said Village: road improvements, including street resurfacing and sidewalk repair; and further, purchase fire safety vehicles and equipment (collectively, the "*Projects*"), all in accordance with the estimate of cost heretofore approved by the President and Board of Trustees of the Village (the "*Village Board*"); and

WHEREAS, before the Village Board can undertake the Projects and borrow money and issue bonds for such purpose, separate propositions therefor must be submitted to the voters of the Village and be approved by a majority of the voters of the Village voting on such propositions at an election to be held in and for the Village and it is deemed advisable, necessary and in the best interests of the Village that separate propositions therefor be submitted to the voters of the Village at an election to be held and conducted in accordance with the general election law:

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of La Grange Park, Cook County, Illinois, as follows:

Section 1. Incorporation of Preambles. That the Village Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. Need for Projects. That it is necessary and in the best interests of the Village that the Village Board be authorized to undertake the Projects, and that it is necessary and in the best interests of the Village that money be borrowed and in evidence thereof bonds of the Village be issued therefor to the aggregate amount of not to exceed \$11,200,000.

Section 3. Submission to Voters. That the propositions hereinabove referred to be submitted to the voters of the Village in accordance with the general election law at the General Primary Election to be held on Tuesday, the 15th day of March, 2016, between the hours of 6:00 o'clock A.M. and 7:00 o'clock P.M. on said day (the "*Election*").

Section 4. Voting Precincts and Polling Places. That the Election shall be held in the voting precincts and at the polling places established by the County Board (the "*County Board*") of The County of Cook, Illinois (the "*County*"), for voters of the Village at the Election.

Section 5. Election Notice. That the County Clerk of the County (the "*County Clerk*") shall give notice of the Election, including the Spanish, Chinese and Asian Indian translations thereof, as deemed required by law by the County Clerk (the "*Notice*") in accordance with the general election law by (i) publishing the Notice once not more than 30 nor less than 10 days prior to the date of the Election in a local, community newspaper having general circulation in the Village, and (ii) posting a copy of the Notice at least 10 days before the date of the Election at the principal office of the County Clerk.

Section 6. Local Notice. That the Village Clerk shall post a copy of the Notice at the principal office of the Village.

Section 7. Newspaper of General Circulation. That it is hereby found and determined that the *Suburban Life* is a local, community newspaper having general circulation in the Village as required by Section 12-5 of the Election Code of the State of Illinois, as amended (the "*Election Code*").

Section 8. Form of Notice. That the Notice shall appear over the name or title of the County Clerk and shall be substantially in the following form:

NOTICE IS HEREBY GIVEN that at the General Primary Election be held on Tuesday, the 15th day of March, 2016, the following separate propositions will be submitted to the voters of the Village of La Grange Park, Cook County, Illinois:

I. Shall the Village of La Grange Park, Cook County, Illinois, undertake road improvements in and for the Village, including street resurfacing and sidewalk repair, all on property owned by the Village or over which the Village has sufficient easements, and issue its general obligation bonds to the amount of \$10,000,000 for the purpose of paying the costs thereof, said bonds bearing interest at not to exceed the rate of 6.00% per annum?

II. Shall the Village of La Grange Park, Cook County, Illinois, purchase fire safety vehicles and equipment for the public welfare and safety of the Village, and issue its general obligation bonds to the amount of \$1,200,000 for the purpose of paying the costs thereof, said bonds bearing interest at not to exceed the rate of 6.00% per annum?

The polls at the election will be open at 6:00 o'clock A.M. and will continue to be open until 7:00 o'clock P.M. of that day.

Dated this ____ day of _____, 2016.

County Clerk, The County of Cook,
Illinois

Section 9. Form of Ballot. That the ballot to be used at the Election, including the Spanish, Chinese and Asian Indian translations thereof, as deemed required by law by the County Clerk, shall be in substantially the following form, with such necessary alterations, changes, deletions and insertions as may be required by Articles 24A, 24B or 24C of the Election Code if an electronic, mechanical or electric voting system is used at the Election:

(Face of Ballot)

OFFICIAL BALLOT

PROPOSITION ONE

QUESTION TO ISSUE \$10,000,000 GENERAL OBLIGATION INFRASTRUCTURE BONDS

(INSTRUCTIONS TO VOTERS: Mark a cross
(X) in the space opposite the word
indicating the way you desire to vote.)

Shall the Village of La Grange Park, Cook County, Illinois, undertake road improvements in and for the Village, including street resurfacing and sidewalk repair, all on property owned by the Village or over which the Village has sufficient easements, and issue its general obligation bonds to the amount of \$10,000,000 for the purpose of paying the costs thereof, said bonds bearing interest at not to exceed the rate of 6.00% per annum?	YES	
	NO	

PROPOSITION TWO

QUESTION TO ISSUE \$1,200,000 GENERAL OBLIGATION PUBLIC SAFETY BONDS

(INSTRUCTIONS TO VOTERS: Mark a cross
(X) in the space opposite the word
indicating the way you desire to vote.)

Shall the Village of La Grange Park, Cook County, Illinois, purchase fire safety vehicles and equipment for the public welfare and safety of the Village, and issue its general obligation bonds to the amount of \$1,200,000 for the purpose of paying the costs thereof, said bonds bearing interest at not to exceed the rate of 6.00% per annum?	YES	
	NO	

(Back of Paper Ballot)

OFFICIAL BALLOT

Official ballot for voting on the questions to issue \$10,000,000 General Obligation Infrastructure Bonds and \$1,200,000 General Obligation Public Safety Bonds of the Village of La Grange Park, Cook County, Illinois, at the general primary election held on March 15, 2016.

Precinct Number: _____

Polling Place: _____

(Facsimile Signature)

County Clerk of The County of Cook,
Illinois

Section 10. Election Judges. That the Election shall be conducted by the election judges appointed by the County Board to act in the precincts at which said propositions will be submitted to the voters of the Village.

Section 11. Filing of Ordinance. That after the adoption hereof and not less than 68 days prior to the date of the Election, the Village Clerk shall certify a copy hereof to the County Clerk in order that the propositions set forth herein may be submitted to the voters of the Village at the Election.

Section 12. Canvass of Election. That the Election shall be held and conducted and the returns thereof duly canvassed, all in the manner and time as provided by the general election law.

Section 13. Severability. That if any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 14. Repealer and Effective Date. That all ordinances and resolutions and parts thereof in conflict herewith be and the same are hereby repealed, and that this Ordinance be in full force and effect forthwith upon its adoption.

PASSED by the President and Board of Trustees on September 8, 2015.

APPROVED: September 8, 2015.

President

AYE:

NAY:

ABSENT:

RECORDED in the Village Records on September 8, 2015.

ATTEST:

Village Clerk

[SEAL]

Trustee _____ moved and Trustee _____ seconded the motion that said ordinance as presented and read by title be adopted.

After a full and complete discussion thereof, including a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, the President directed that the roll be called for a vote upon the motion to adopt the ordinance as read by title.

Upon the roll being called, the following Trustees voted

AYE: _____

NAY: _____

ABSENT: _____

Whereupon the President declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting and did direct the Village Clerk to record the same in full in the records of the Village Board.

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made and seconded, the meeting was adjourned.

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of La Grange Park, Cook County, Illinois (the “*Village*”), and as such officer I am the keeper of the books, records, files, and journal of proceedings of the Village and of the President and Board of Trustees thereof (the “*Village Board*”).

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Village Board held on the 8th day of September, 2015, insofar as the same relates to the adoption of Ordinance No. ___ entitled:

AN ORDINANCE providing for and requiring the submission of the propositions of issuing General Obligation Bonds to the voters of the Village of La Grange Park, Cook County, Illinois, at the General Primary Election to be held on the 15th day of March, 2016.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Village Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Village Board at least 96 hours in advance of the holding of said meeting, that said agenda remained continuously posted during the entirety of said 96-hour period, that said agenda contained a separate specific item concerning the proposed adoption of the ordinance, a true, correct and complete copy of said agenda as so posted being attached to this certificate as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, the Illinois Municipal Code, as amended, and the Election Code of the State of Illinois, as amended, and that the Village Board has complied with all of the provisions of said Act and said Codes and with all of the procedural rules of the Village Board.

There is hereby certified to the County Clerk of The County of Cook, Illinois for submitting to the voters of the Village at the General Primary Election to be held on the 15th day of March, 2016, the propositions set forth in said ordinance, which said ordinance was duly adopted by the Village Board on the 8th day of September, 2015.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village,
this 8th day of September, 2015.

Village Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois (the "*County*"), and as such official I do further certify as follows:

1. That on the ___ day of _____, 201___, there was filed in my office a duly certified copy of an ordinance entitled:

AN ORDINANCE providing for and requiring the submission of the propositions of issuing General Obligation Bonds to the voters of the Village of La Grange Park, Cook County, Illinois, at the General Primary Election to be held on the 15th day of March, 2016.

duly adopted by the President and Board of Trustees of the Village of La Grange Park, Cook County, Illinois, on the 8th day of September, 2015, and that the same has been deposited in the official files and records of my office.

2. That included in said certification were the form of public questions (the "*Questions*"), which ballot shall be prepared in English and to the extent required by law in Spanish, Chinese and Asian Indian, to be placed on the ballot at the General Primary Election to be held on the 15th day of March, 2016 (the "*Election*"), and the date on which the Questions was initiated by the adoption of said ordinance.

3. That the Questions will be submitted to the voters of the Village at the Election.

4. That notice that the Questions will be submitted to the voters of the Village at the Election (the "*Notice*") will be given as required by Section 12-5 of the Election Code of the State of Illinois, as amended, by (a) publishing the Notice once not more than

30 nor less than 10 days prior to the date of the Election in the *Suburban Life*, being a local, community newspaper having general circulation in the Village, and (b) posting a copy of the Notice at my principal office at least 10 days before the date of the Election, as set forth in Section 5 of said ordinance, and that the Notice will be substantially in the form set forth in Section 8 of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the County,
this ____ day of _____, 201__.

County Clerk, The County of Cook,
Illinois

(SEAL)

NOTICE OF ELECTION

NOTICE IS HEREBY GIVEN that at the General Primary Election to be held on Tuesday, the 15th day of March, 2016, the following separate propositions will be submitted to the voters of the Village of La Grange Park, Cook County, Illinois:

I. Shall the Village of La Grange Park, Cook County, Illinois, undertake road improvements in and for the Village, including street resurfacing and sidewalk repair, all on property owned by the Village or over which the Village has sufficient easements, and issue its general obligation bonds to the amount of \$10,000,000 for the purpose of paying the costs thereof, said bonds bearing interest at not to exceed the rate of 6.00% per annum?

II. Shall the Village of La Grange Park, Cook County, Illinois, purchase fire safety vehicles and equipment for the public welfare and safety of the Village, and issue its general obligation bonds to the amount of \$1,200,000 for the purpose of paying the costs thereof, said bonds bearing interest at not to exceed the rate of 6.00% per annum?

The polls at the election will be open at 6:00 o'clock A.M. and will continue to be open until 7:00 o'clock P.M. of that day.

Dated this ____ day of _____, 201__.

County Clerk, The County of Cook,
Illinois

EXTRACT OF MINUTES of a regular public meeting of the President and Board of Trustees of the Village of La Grange Park, Cook County, Illinois, held at the Village Hall, located at 447 North Catherine, in said Village, at 7:00 p.m., on the 8th day of September, 2015.

The President called the meeting to order and directed the Village Clerk to call the roll.

Upon roll call, the following answered present at said location: Dr. James Discipio, the President, and Trustees _____

The following Trustees were allowed by a majority of the members of the President and Board of Trustees in accordance with and to the extent allowed by rules adopted by the President and Board of Trustees to attend the meeting by video or audio conference: _____

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The President announced that the President and Board of Trustees would next consider the adoption of an ordinance providing for and requiring the submission of the propositions of issuing General Obligation Bonds to the voters of the Village at the General Primary Election to be held on the 15th day of March, 2016.

The President presented, and the Village Clerk read by title an ordinance as follows, a copy of which was provided to each Trustee prior to said meeting and to everyone in attendance at said meeting who requested a copy:

Village Board Agenda Memo

Date: September 1, 2015

To: Finance Committee Chair Patricia Rocco
Village President and Board of Trustees

From: Larry Noller, Finance Director 
Julia Cedillo, Village Manager 

Re: Village Fund Balance Reporting Policy

PURPOSE

To approve a Village fund balance reporting policy.

BACKGROUND

The Governmental Accounting Standards Board (GASB) Statement 54, "Fund Balance Reporting and Governmental Fund Type Definitions" is intended to improve the usefulness of the amounts reported in the fund balances of Governmental Funds by providing a more structured and understandable classification system. Statement 54 applies to fund balance reported in the Village's General Fund, Special Revenue Funds, Debt Service Fund, and Capital Projects Fund. Statement 54 does not apply to Enterprise Funds (water and sewer) or Pension Funds.

The Village's auditors have recommended that the Village adopt a fund balance policy in order to provide for reviewing and identifying potential fund balance classifications for reporting purposes. In addition, the policy should identify which management personnel have the authority to designate assigned fund balance. The attached policy provides that authority to the Finance Director. Please note that designating fund balance as "Assigned" reflects the Village's intent to use a portion of fund balance for specific purposes, however there is no enforceable limitation placed on the fund balance by doing so, it is solely for improving financial reporting.

RECOMMENDATION

Staff recommends approval of the attached Village fund balance policy at the September 22, 2015 Village Board meeting.

ACTION REQUESTED

Motion to approve a Village Fund Balance Reporting Policy.

DOCUMENTATION

- Draft Village Fund Balance Reporting Policy
- Excerpt from the FY2014 Village auditor's management letter
- GFOA GASB 54 article



Fund Balance Reporting Policy

Fund Balance: The difference between assets and liabilities in a Governmental Fund.

- *Nonspendable fund balance* includes amounts that are not in a spendable form or are legally required to be maintained intact.
- *Restricted fund balance* includes amounts that can be utilized only for specific purposes imposed by external parties (i.e. creditors, grantors, contributors) or laws or regulations of other governments or by law through constitutional provisions or enabling legislation.
- *Committed fund balance* includes amounts that can only be utilized for the specific purposes determined by formal action of the Village Board. Commitments may be changed or removed only by the Village Board taking the same formal action that imposed the constraint originally.
- *Assigned fund balance* includes amounts intended to be utilized by the Village for specific purposes. In Governmental Funds other than the General Fund, assigned fund balance represents the amount that is not otherwise designated. The Finance Director is authorized to designate assigned fund balance.
- *Unassigned fund balance* includes any remaining fund balance not contained in any other classification and is only applicable to the General Fund.

Flow Assumption

For expenditures which are funded with multiple resources, the Village will first utilize restricted fund balance if allowable, followed by committed fund balance, then assigned fund balance and lastly, unassigned fund balance (if applicable).

Fund Balance Reporting

The Governmental Accounting Standards Board issued Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, intended to enhance the usefulness of fund balance information, which became effective the year ended April 30, 2012. The standard requires management to segregate its spendable governmental fund's fund balance as restricted, committed, assigned or unassigned. These categories are explained below:

- Restricted fund balance represents amounts restricted for a specific purpose through constraints externally imposed by creditors or grantors, or by law, such as through a specific levy requirement.
- Committed fund balance represents amounts that can only be used for specific purposes as imposed by formal action of the Board of Trustees.
- Assigned fund balance represents amounts constrained by the government's intent, but not by formal Board action, and would include all fund balances that are neither considered restricted or committed. *
- Unassigned fund balance represents amounts included in the General Fund that have not been restricted, committed or assigned and negative residual amounts in other funds.

We recommend management review the standard and consider adopting a fund balance policy which would provide a formal mechanism to review and identify potential future restrictions, commitments or assignments of fund balance. This policy should also identify the management level personnel with the authority to place an assignment on fund balance and should include a spending policy that details the order in which spendable fund balances are utilized. *

Future Accounting and Auditing Pronouncements

The Governmental Accounting Standards Board (GASB) has issued a number of pronouncements that become effective in future years that may impact the Village.

GASB Statement No. 67, *Financial Reporting for Pension Plans, an Amendment of GASB Statement No. 25*, replaces the requirements of GASB Statement No. 25 and Statement No. 50 as they relate to pension plans administered through trusts. The statement requires pension plans within its scope to provide enhanced note disclosures and required supplementary information. Statement No. 67 is applicable for the year ending April 30, 2015.

GASB Statement 68, *Accounting and Financial Reporting for Pensions – an Amendment of GASB Statement No. 27*, replaces the requirements of GASB Statement No. 27 and Statement No. 50 as they relate to pensions that are provided through pension plans administered through trusts. The statement establishes standards for measuring and recognizing liabilities, deferred outflows of resources, deferred inflows of resources and expense/expenditures. This statement will require recognition in the statement of net position of the net pension liability, which will approximate the unfunded actuarial accrued liability currently being reported as required supplementary information only (\$9,446,077 combined for Police Pension and IMRF based on 2013 actuarial valuations). Statement No. 68 is applicable for the year ending April 30, 2016.

There is probably no single item in a typical state or local government's financial statements that attracts more attention than fund balance. In February 2009, the Governmental Accounting Standards Board (GASB) issued GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. This latest GASB standard will not affect the calculation of fund balance, but will fundamentally alter the various components used to report it.

BACKGROUND

Accountants use the term *fund balance* to describe the arithmetic difference between the assets and liabilities reported in a governmental fund (e.g., general fund). The categories that have been used until now to present fund balance have focused on whether resources were *available for appropriation* (i.e., budgeting). Thus, the traditional presentation of fund balance distinguished *unreserved fund balance* (i.e., available for appropriation) from *reserved fund balance* (i.e., not available for appropriation).

Fund balance might not be available for appropriation (i.e., reserved) for a variety of reasons. Some resources of a governmental fund, by their very nature, cannot be spent (e.g., prepaid rent and inventories of supplies). Other resources may convert to spendable form only at a much later date (e.g., the long-term portion of notes receivable). Still other resources may be available for spending, but their use is externally restricted to a purpose narrower than the purpose of the fund in which they are reported.

In addition, governing bodies themselves frequently place their own limitations on how they will use resources otherwise available for appropriation (e.g., "earmarking"). Likewise, a government's management may have tentative plans for all or a portion of those resources. In either case, a government traditionally has had the *option* of indicating these tentative managerial plans and self-imposed limitations by presenting a portion of unreserved fund balance as *designated*.

This traditional approach to classifying fund balance is summarized in Exhibit 1.

Three considerations led the GASB to undertake its recent reexamination of the components used to report fund balance. First, the traditional terminology was not self-explanatory

and has frequently led to misunderstandings. Second, governments often have applied the different categories inconsistently in practice. Finally, some have questioned whether the historic focus on availability for appropriation best serves the needs of financial statement users.

NEW GUIDANCE

Focus. GASB Statement No. 54 will shift the focus of fund balance reporting from the availability of fund resources for budgeting to "the extent to which the government is bound to honor constraints on the specific purposes for which amounts in the fund can be spent."¹

Components of fund balance. GASB Statement No. 54 establishes five components of fund balance. Because circumstances differ among governments, not every government or every governmental fund will report all of those components.

Constraints on how amounts can be spent are not really an issue for resources that are *inherently nonspendable*. Examples include inventories and prepaids; the long-term portion of loans receivable²; and non-financial assets held for resale.³ Still other resources cannot be spent because *legal or contractual provisions require that they be maintained intact* (e.g., the principal of an endowment). GASB Statement No. 54

directs that the portion of fund balance reflecting both be labeled ***nonspendable fund balance***.

Not all limitations on how resources may be used have the same force. Some limitations are externally enforceable and lie beyond the power of the government to change unilaterally (e.g., restrictions imposed by a grant contract or a bond covenant). Other limitations are self-imposed, but would require formal action at the highest level of the government to remove (e.g., resources legally "earmarked" for a given project by the governing body). Still other limitations are less binding and function more as a declaration of intent. GASB Statement No. 54 has created a separate category to accommodate each of these situations.

■ **Restricted fund balance.** The term *restricted fund balance* will encompass net fund resources subject to externally enforceable legal restrictions. It is no accident that the term *restricted fund balance* so closely resembles the term

There is probably no single item in a typical state or local government's financial statements that attracts more attention than fund balance.

Exhibit 1: Traditional Components of Fund Balance

(Focus on Availability for Appropriation)

■ Reserved fund balance (not available for appropriation)

- Portion of net resources that *cannot ever be spent* because of their form
- Portion of net resources that *cannot yet be spent*
- Portion of net resources that *cannot be spent for any and all fund-related purposes* because of external limitations

■ Unreserved fund balance (available for appropriation)

- **Designated unreserved fund balance** (available for appropriation, with a limitation on use imposed by the government itself)
 - Portion of net resources subject to limitations imposed by the governing body
 - Portion of net resources set aside by management in connection with its tentative plans
- **Undesignated unreserved fund balance** (available for appropriation, with no external or internal limitation)

restricted net assets used in the context of government-wide financial reporting. In both cases, the *restrictions* concerned would be either 1) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments, or 2) imposed by law through constitutional provisions or enabling legislation.⁴ Note that there is no need for the limitation to be narrower than the purpose of the fund.⁵

■ **Committed fund balance.** The term *committed fund balance* will be used to describe the portion of fund balance that represents resources whose use is constrained by limitations that the government imposes upon itself at its highest level of decision making (normally the governing body) and that remain binding unless removed in the same manner. The underlying action that imposed the limitation would need to occur no later than the close of the reporting period. Note, once again, that there is no requirement that the limitation be narrower than the purpose of the fund.⁶

■ **Assigned fund balance.** The *assigned fund balance* category will cover the portion of fund balance that reflects a government's *intended* use of resources. Such intent would have to be established at either the highest level of decision making, or by a body (e.g., finance committee) or an official designated for that purpose.⁷ Logically speaking, a government cannot *assign* resources that it does not have; therefore, the amount reported as *assigned fund balance* could never exceed total fund balance less its nonspendable, restricted, and committed components. Once again, note that there is no requirement that the limitation be narrower than the purpose of the fund.

Of course, the general fund, as the principal operating fund of a government, may have net resources in excess of what is properly categorized in one of the four categories just already described. If so, the surplus will be presented as **unassigned fund balance**. A positive amount of unassigned fund balance, however, will never be reported in a governmental fund other than the general fund, because GASB Statement No. 54 prohibits reporting resources in another fund unless they are at least *assigned* to the purpose of that fund. All the same, funds other than the general fund could report a negative amount of unassigned fund balance should the total of nonspendable fund balance, restricted fund balance, and committed fund balance exceed the total net resources of the fund.

The new components of fund balance are summarized in Exhibit 2.

Stabilization arrangements. Governments often establish "rainy day funds" or "contingency funds" to provide a financial cushion against unanticipated adverse financial or economic circumstances. The appropriate classification of such resources within fund balance depends on the specific nature of the arrangement.

On the one hand, if the use of the resources is limited in a way that is legally enforceable by an outside party, classification as restricted fund balance would be appropriate. On the other hand, if the limitation was imposed by the highest level of decision making and can only be removed by formal action equivalent to the action taken to impose it, the use of the committed fund balance classification would be appropriate. It would never be appropriate, however, to classify such resources as assigned fund balance.

Exhibit 2: New Components of Fund Balance — GASB Statement No. 54

(Focus on Extent to which Government Is Bound to Honor Constraints on the Specific Purposes for Which Amounts Can Be Spent)

- **Nonspendable fund balance** (inherently nonspendable)
 - Portion of net resources that cannot be spent because of their form
 - Portion of net resources that cannot be spent because they must be maintained intact
- **Restricted fund balance**
(externally enforceable limitations on use)
 - Limitations imposed by creditors, grantors, contributors, or laws and regulations of other governments
 - Limitations imposed by law through constitutional provisions or enabling legislation
- **Committed fund balance** (self-imposed limitations set in place prior to the end of the period)
 - Limitation imposed at highest level of decision making that requires formal action at the same level to remove
- **Assigned fund balance** (limitation resulting from intended use)
 - Intended use established by highest level of decision making
 - Intended use established by body designated for that purpose
 - Intended use established by official designated for that purpose
- **Unassigned fund balance** (residual net resources)
 - Total fund balance in the general fund in excess of *nonspendable*, *restricted*, *committed*, and *assigned* fund balance (i.e., surplus)
 - Excess of *nonspendable*, *restricted*, and *committed* fund balance over total fund balance (i.e., deficit)

GASB Statement No. 54, paragraph 20, places serious limits on what qualifies as a *stabilization arrangement* for this purpose:

The formal action that imposes the parameters for spending should identify and describe the specific circumstances under which a need for stabilization arises. Those circumstances should be such that they would not be expected to occur routinely. For example, a stabilization amount that can be accessed “in an emergency” would not qualify to be classified within the committed category because the circumstances or conditions that constitute an emergency are not sufficiently detailed, and it is not unlikely that an “emergency” of some nature would routinely occur. Similarly, a stabilization amount that can be accessed to offset an “anticipated revenue shortfall” would not qualify unless the shortfall was quantified and was of a magnitude that would distinguish it from other revenue shortfalls that occur during the normal course of governmental operations.

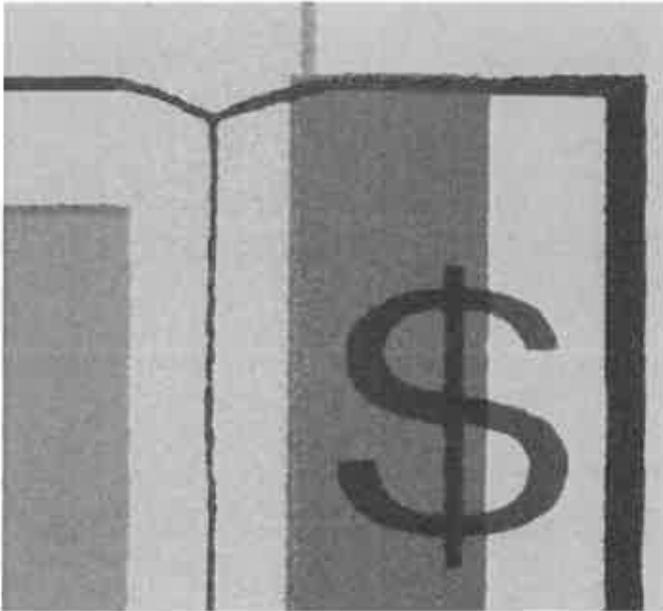
Appropriated fund balance. Not infrequently, governments balance their budget by appropriating a portion of existing fund balance to bridge the gap between appropriations and estimated revenues. The portion of fund balance thus appropriated for the following year would properly be classified as assigned fund balance.

Flow assumptions. Frequently resources for a single project will come from multiple sources. For example, a city may elect to finance a new bridge partially from restricted grant proceeds (*restricted fund balance*), partially from earmarked revenues (*committed fund balance*), and partially from other available resources expressly set aside for the purpose (*assigned fund balance*). In that case, flow assumptions would be needed:

- When both restricted resources and other resources are to be used, how are outlays allocated to each (e.g., restricted resources presumed to be spent first? Spending presumed to occur on a pro rata basis?)?
- When committed, assigned, and unassigned resources are to be used, how are outlays allocated among the various categories?

COMPARISON OF OLD AND NEW

Perhaps the best way to gain an understanding of the new fund balance categories is to contrast how certain specific items are reported today with how those same items will be reported in the future under GASB Statement No. 54.



Reserved fund balance. Currently, reserved fund balance comprises three elements:

- Resources that by their very nature cannot be spent (e.g., prepaid rent)
- Resources that are not yet available for spending (e.g., long-term portion of loans receivable)
- Resources externally restricted to a purpose narrower than the fund

The first of these elements will *always* be reported as nonspendable fund balance. The second element *normally* would be reported as nonspendable fund balance (i.e., unless there was a limitation on how the amounts eventually received could be used, in which case the classification would be restricted, committed, or assigned fund balance, as appropriate). The third element will be reported as restricted fund balance.

Designated unreserved fund balance. Currently this category comprises two elements:

- Limitations that the government places upon itself
- Tentative management plans

Net resources currently reflected in the first category will be reported in the future as either committed fund balance or as assigned fund balance, depending upon the source of the limitation. The latter will be reported as either assigned fund balance (if management is designated to make such assignments) or unassigned fund balance.

Undesignated unreserved fund balance. Today this residual category includes resources whose use is limited, but not for a purpose narrower than the purpose of the fund. Under GASB Statement No. 54, there is no requirement that a limitation be narrower than the purpose of the fund. Accordingly, items that are restricted, committed, or assigned simply for the purpose of the fund will be reported as restricted, committed, or assigned fund balance.

Also, reporting designated unreserved fund balance today is optional. Under GASB Statement No. 54, the use of the equivalent category (i.e., assigned fund balance) will be required. Therefore, many governments that today do not report designated unreserved fund balance will report as assigned fund balance a portion of what today is labeled simply unreserved fund balance.

EFFECTIVE DATE

Governments will need to implement GASB Statement No. 54 starting with the fiscal period that ends June 30, 2011. In the statistical section of the comprehensive annual financial report, retroactive implementation is encouraged, but not required. If a government declines to restate amounts from previous years in the statistical section, it will need to provide an explanation. ¶

Notes

1. GASB Statement No. 54, paragraph 5.
2. Assuming that there are not constraints on the use of the amounts eventually collected.
3. Assuming that there are not constraints on the use of the proceeds of the eventual sale.
4. The criteria for restricted net assets set forth in GASB Statement No. 34, *Basic Financial Statements — and Management's Discussion and Analysis — for State and Local Governments*, paragraph 34, are identical to the criteria for restricted fund balance in GASB Statement No. 54, paragraph 8.
5. If the use of the amounts to be collected on long-term loans receivable and the amounts resulting from the sale of nonfinancial assets is subject to restrictions, then those items should be reflected in restricted fund balance, rather than in nonspendable fund balance.
6. If the use of the amounts to be collected on long-term loans receivable and the amounts resulting from the sale of nonfinancial assets is committed, then those items should be reflected in committed fund balance, rather than in nonspendable fund balance.
7. If the use of the amounts to be collected on long-term loans receivable and the amounts resulting from the sale of nonfinancial assets is assigned, then those items should be reflected in assigned fund balance, rather than in nonspendable fund balance.

STEPHEN J. GAUTHIER is director of the GFOA's Technical Services Center in Chicago, Illinois.

Village President

PROCLAMATION

**“NATIONAL ASSISTED LIVING WEEK” 2015
“Nourishing Life: Mind, Body and Spirit”
September 13 - 19, 2015**

- WHEREAS, residents of assisted living communities are active members of the larger community, offering their wisdom, life experiences and skills; their past contributions continue to be a vital part of our La Grange Park rich history; and their future contributions and participation deepens the community life and activity;
- WHEREAS, assisted living is a critical long term care service for the elderly and individuals with disabilities that fosters choice, dignity, and independence; assisted living communities are committed to excellence, innovation and the advancement of person-centered care;
- WHEREAS, the National Center for Assisted Living created National Assisted Living Week® to demonstrate our nation’s appreciation of the unique individuals that reside in assisted living communities and the staff members that deliver care every day;
- WHEREAS, the theme of National Assisted Living Week® 2015 is “Nourishing Life: Mind, Body and Spirit,” which celebrates the countless ways assisted living caregivers nurture the whole resident; conversely, residents nourish the lives of team members and volunteers by, with the support of loved ones, sharing their inspiring lives;

NOW, THEREFORE BE IT PROCLAIMED THAT:

I, President James L. Discipio, do hereby proclaim the week of September 13-19, 2015 as National Assisted Living Week® in the Village of La Grange Park, State of Illinois. I urge all citizens to volunteer in an assisted living community, to visit friends and loved ones who reside at these communities, and to learn more about how assisted living services benefit our communities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of La Grange Park to be affixed this 8th day of September, 2015.

Dr. James L. Discipio, Village President

ATTEST:

Amanda G. Seidel, Village Clerk

Commercial Revitalization Committee

**James Kucera, Chairman
Jamie Zaura
Patricia Rocco**

Village Board Agenda Memo

Date: September 9, 2015

To: President & Board of Trustees

From: Emily Rodman, Assistant Village Manager 

Julia Cedillo, Village Manager 

RE: TIF Feasibility Study RFP

GENERAL BACKGROUND

At the February 2015 Village Board Strategic Planning Workshop, the Village Board expressed support for moving forward with a TIF Feasibility Study for the commercial and industrial areas within the Village. The FY 2015-2016 budget includes \$18,000 to fund the feasibility study.

The draft RFP for the TIF Feasibility Study was distributed to the Village Board in late July and was discussed by the Commercial Revitalization Committee (CRC) at their regular quarterly meeting on August 5, 2015. A copy of the draft is attached to this memorandum. At the CRC meeting, the Committee suggested including additional properties in the study area. Below is a summary of the proposed geographic areas as outlined in the RFP and the suggested changes by the CRC.

Village Market

Proposed Boundary: All Village Market parcels, Homestead Apartments, Memorial Park (for purposes of contiguity)

CRC Suggestion: Expand the above boundary to include the first row of properties along the west side of the La Grange Road from approximately Brewster to Oak (excluding properties across from the Library and dental office),

31st Street Corridor

Proposed Boundary: Divide the corridor into three primary areas: East (Maple Avenue north of 31st Street); Central (north and south of 31st Street between Homestead and Blanchan); and West (NEC and SEC of the La Grange Road and 31st Street intersection and one block east)

CRC Suggestion: Expand the above boundary to include the single-family and multi-family properties immediately north and south of 31st Street to create a single, continuous corridor of study.

Barnsdale Corridor

Proposed Boundary: The area located between Barnsdale Road and the IHB Railroad, from 31st Street north to the municipal boundary and including the former Praxair property to the east of the IHB Railroad.

CRC Suggestion: No changes.

The following statement was also included in the draft RFP regarding Memorial Park:

“The Village’s Comprehensive Plan designates Memorial Park as permanent open space for both passive and recreational uses and as such, the Village has no desire for commercial or residential redevelopment of the property.”

The CRC suggested that this statement be removed from the document. Given the nature of the changes suggested by the CRC, staff is requesting the Village Board provide direction to staff on the boundaries of the geographic areas to be included in the RFP.

MOTION/ACTION REQUESTED

This item is for discussion and action. Staff is requesting the Village Board provide direction on the geographic boundaries of the areas to be included in the TIF RFP.

Motion to Approve the Geographic Areas to be Included in the Request for Proposals for a Tax Increment Financing Feasibility Study. [Staff would be happy to summarize the areas upon the Village Board’s request.]

DOCUMENTATION

- Request for Proposals for Tax Increment Financing Feasibility Study- DRAFT



Village of La Grange Park

REQUEST FOR PROPOSALS

Tax Increment Financing Consultant Services

OVERVIEW

Request for Proposals

The Village of La Grange Park (hereinafter “Village”), located in Cook County Illinois, is seeking proposals from qualified firms for work related to the potential creation of a Tax Increment Financing (hereinafter “TIF”) District, in accordance with Illinois State Statute 65 ILCS 74.4 to promote the development and revitalization of three areas. Specifically, the Village is considering the financial and land use development feasibility of establishing TIF Districts in three geographic areas within the Village as illustrated in the maps included in Appendix 1.

Geographic Areas to be Evaluated:

1. Village Market – Includes the Village Market shopping center located east of La Grange Road between Oak Avenue and Brewster Lane, including the Homestead Apartment complex located east of the shopping center; and
2. 31st Street Corridor – Includes various commercial located north and south of 31st Street between La Grange Road to the west and Maple Avenue to the East, divided into three commercial sections (East, West and Central); and
3. Barnsdale Corridor – Includes various industrial properties located north of 31st Street along the east side of Barnsdale Road and generally bordered by the IHB Railroad to the east.

SCOPE OF SERVICES

- Review of potential TIF qualifying factors and documentation of TIF qualification factor file.
- Recommend and refine boundaries for TIF District(s) in accordance with TIF statutory requirements.
- Provide a costs/benefit analysis illustrating how the Village can maximize incremental financial benefit relative to the cost for each recommended TIF district.
- A housing study relocation plan may or may not be required. The Village is asking for a detailed time line and cost associated with this additional work, and explanation as to whether it will be required for any of the areas of study.



- Investigate the desirability and feasibility as well as timing implications of utilizing TIF or other appropriate economic development incentives, such as business districts, and funding for projects. Confirm rational regarding basis for using a TIF.
- Identify and recommend the most economical TIF or public financing strategies and or complementary alternatives to TIF. Prepare estimates of potential tax increment financing revenues and supportable public debt. Review costs associated with development/redevelopment. Prepare assessments of impact on affected taxing districts. Prepare TIF Eligibility Reports, TIF Redevelopment Plans and Projects, and applicable housing studies in accordance with all statutory definitions, conditions and requirements. Provide file documentation to assure proper support of eligibility findings.
- Attend 1-2 public meetings as necessary to present and discuss findings.

Proposal Package

The following material shall be included in the proposal:

- a. Cover Letter, stating interest and signed by a person authorizing to bind the Consultant.
- b. Statement of project understanding and time sensitivity.
- c. Outline and timeline for completing the scope of work
- d. The Consultant must provide a “not to exceed” professional service fee for completing the scope of work for the proposed TIF Districts. The fee should represent the amount of work to be undertaken for this project and should be broken down by each task. The Consultant must provide a list of its firms hourly rates for all employees who will be assigned to the project. All professional service fees and reimbursable expenses must be included as a not to exceed amount for completing the work assigned.
- e. Background information on staff to be assigned to this project to include a projected number of hours with an hourly rate.
- f. Background on Consultant.
- g. Financial stability and insurance: Consultant must be able to demonstrate proof of insurance and financial stability to ensure performance over the duration of the contract.
- h. Vendor Qualification Statement (Appendix 2)
- i. References: A list of communities (include contact person, email and telephone number) who used your services to prepare a TIF Eligibility Study.

Proposal Delivery Procedures

Sealed proposals shall be delivered no later than 10:00 a.m. on September __, 2015 to:

Emily Rodman, Assistant Village Manager
Village of La Grange Park
447 N. Catherine Avenue,
La Grange Park, Illinois 60526



Sealed envelopes should be clearly labeled “Proposal to provide Tax Increment Financing Consultant Services,” with the Consultant’s name and address. Five copies of the proposal shall be furnished, including one digital copy. If sent by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed to the Village of La Grange and the address stated in this paragraph. Proposals arriving after the above specified time, whether sent by mail, courier, or in person, shall not be accepted. Mailed proposals which are delivered after the specified deadline will not be accepted regardless of the postmarked date or time on the envelope.

Withdrawals; Declinations

A written request for the withdrawal of a proposal may be granted if the request is received by the Assistant Village Manager prior to the specified submittal deadline. After the deadline, the Consultant cannot withdraw or cancel its proposal for a period of sixty (60) calendar days, and such proposal will be binding during that time.

Non-Acceptance of Proposals

No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default to the Village, upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village, or has failed to faithfully perform any previous Agreement with the Village.

BACKGROUND INFORMATION

The Village of La Grange Park (13,579) is an affluent bedroom community, known for its historic homes and tree lined streets. With easy access to I-290, I-294, I-55 and the nearby Metra commuter rail station, residents have the entire Chicago metro area at their fingertips. The community offers a diverse range of housing options from \$100,000 condominiums to \$1 million dollar homes, including three senior living facilities. Recognized as one of the most stable housing markets in the country, in recent years the Village has seen a record amount of reinvestment in the community through home additions, renovations and new home construction. The Village has also seen an influx of new residents. Young families are drawn to the award winning public and private schools that serve the community, as well as the ample recreational opportunities available through the Community Park District and Cook County Forest Preserve.

The Village does not have a “traditional” downtown and instead is served by an approximate 180,000 SF shopping center known as “The Village Market” located east of La Grange Road. The Village Market consists of multiple parcels that are separated by Village right-of-way (streets) and property owned by the Community Park District of La Grange Park (Memorial Park). The Village’s Comprehensive Plan designates Memorial Park as permanent open space for both passive and recreational uses and as such, the Village has no desire for commercial or residential redevelopment of the property.



The Village Market property has a variety of tenants, which include grocers, banks, medical facilities, fitness services, restaurants, and specialty stores. Currently, the Village Market has both vacant tenant space and vacant land. The Village Market is managed by a local real estate management company but is owned by an out-of-state institutional investment firm. Adjacent to the Village Market property is a large, multi-building apartment complex commonly referred to as the Homestead Apartments.

The 31st Street corridor is made up of a variety of small commercial and residential uses, including gas stations, antique stores, services facilities (beauty salons, dog grooming, etc.), convenience stores, banks, child care facilities and other retail services, along with both single-family and multi-family residential. The majority of the commercial uses are “mom and pop” businesses whose proprietors are local residents. The Village generally divides the corridor into three primary commercial areas: 31st Street East (along Maple Avenue), 31st Street West (along La Grange Road and one block east), and 31st Street Central (north and south of 31st Street between La Grange Road and Forest Road).

The Barnsdale corridor is made up primarily of light manufacturing and warehouse and distribution uses. The majority of the businesses located here are national or international in scope. The Community Park District Recreational Center and recreational fields are also located along this corridor. Immediately to the east of the IHB railroad tracks is a vacant parcel commonly referred to as the former Praxair property.

The Village of La Grange Park is a non-home rule community that has never utilized Tax Increment Financing. The Village would like to utilize TIF to provide funds for public infrastructure and government financial incentives to private developers to stimulate investment in areas which have difficulty attracting development. It is expected that one, if not all, of the subject areas will meet the criteria for a “conservation” or “blighted” area.

Relevant Documents

Additional information on the Village and resources that are available on the Village website (www.lagrangepark.org) include:

- Comprehensive Plan & Land Use Map
- 31st Street Corridor Redevelopment Study
- Zoning Code & Zoning Map
- Commercial Revitalization Plan
- Village Street Map

SELECTION PROCESS

Each application will be carefully reviewed and candidates may be asked to interview with the Village. The Village of La Grange Park will make the final consultant selection and reserves the right to reject any and all proposals and to negotiate with more than one firm at the same time.



APPENDIX 1

MAPS OF GEOGRAPHIC AREAS TO BE INCLUDED IN STUDY

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Potential TIF District Boundary: Village Market



Potential TIF District Boundaries: 31st Street (West/East End)

La Grange Road (West)



Maple Avenue (East)



Potential TIF District Boundary: 31st Street (Central)



**Potential TIF
District
Boundary:
Barnsdale
Corridor**





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DRAFT



APPENDIX 2

VENDOR QUALIFICATION STATEMENT

NAME OF BUSINESS: _____

BUSINESS ADDRESS: _____

MAILING ADDRESS (IF DIFFERENT): _____

PHONE NUMBER: _____ FAX NUMBER: _____

WEBSITE: _____

OWNERSHIP: _____

INDIVIDUAL

PARTNERSHIP

CORPORATION

FRANCHISE OR PARENT COMPANY (IF APPLICABLE): _____

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LIST ALL PARTNERS, MANAGERS & CORPORATE OFFICERS	TITLE



NUMBER OF EMPLOYEES: _____

HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS? _____

HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER ITS PRESENT BUSINESS NAME? _____

UNDER WHAT OTHER OR FORMER NAMES HAS YOUR ORGANIZATION OPERATED?

IF A CORPORATION OR A LIMITED LIABILITY COMPANY, ANSWER THE FOLLOWING: (IF A DIVISION/SUBSIDIARY IS SUBMITTING A PROPOSAL, ITEMS A-F APPLY TO THE PARENT CORPORATION)

- DATE OF INCORPORATION: _____
- STATE OF INCORPORATION: _____

LIST STATES AND CATEGORIES IN WHICH YOUR ORGANIZATION IS LEGALLY QUALIFIED TO DO BUSINESS:

LIST STATES IN WHICH PARTNERSHIP OR TRADE NAME IS FILED:

LIST AT LEAST TWO BANK REFERENCES:

LIST NAME(S) OF INSURANCE COMPANY AND NAME AND ADDRESS OF AGENT(S):



The undersigned certifies under oath to the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED BY: _____

NAME OF FIRM: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

Submitted this _____ day of _____, 2015.

Signature

DRAFT

Items of Interest

VILLAGE OF LA GRANGE PARK
La Grange Park Village Hall, 447 N. Catherine Ave., La Grange Park, Illinois

IML Conference September 17th – 19th

2015 MEETINGS REMINDER

September 22, 2015	Village Board Meeting	7:30 p.m.	Village Hall
October 8, 2015	State of the Village	7:00 p.m.	Village Hall
October 13, 2015	Work Session Meeting	7:30 p.m.	Village Hall
October 27, 2015	Village Board Meeting	7:30 p.m.	Village Hall
November 10, 2015	Work Session Meeting	7:30 p.m.	Village Hall
November 24, 2015	Village Board Meeting	7:30 p.m.	Village Hall
December 8, 2015	Work Session Meeting	7:30 p.m.	Village Hall