

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 MEETING

Tuesday, September 22, 2015 – 7:30 P.M.

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Welcoming and introduction of Dr. Kyle Schumacher, Superintendent of School District 102**
5. **Public Participation (Agenda Related Items Only)**
6. **Consent Agenda (Roll Call Vote)**

No discussion. Trustees wishing to discuss any of the items below MUST request that item be removed from the Consent Agenda prior to motion to approve.

A. Approval of Minutes

- i. Village Board Meeting – August 25, 2015
- ii. Village Board Executive Session – August 25, 2015
- iii. Work Session Meeting – September 8, 2015
- iv. Work Session Executive Session – September 8, 2015

B. Action – 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.*

C. Action – 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.*

D. Action – Schematic Design Study - Center Section Storm Relief Project – *Motion: Authorizing the Village President to execute the Professional Engineering Services Agreement with Hancock Engineering.*

E. Action – 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.*

VILLAGE BOARD MEETING
Tuesday, September 22, 2015 – 7:30 p.m.

AGENDA (continued – Page 2)

- F. Action – Village Fund Balance Reporting Policy – *Motion: To approve a Village Fund Balance Reporting Policy.*
- G. Action – *Motion to Authorize the President and Chairperson of the Finance Committee to sign the register for bills, and authorize the Treasurer and Village Clerk to sign checks in payment of operating bills and salaries as itemized in the Check Registers*
- H. Action – *Motion to Authorize the Village Treasurer and Village Clerk to sign checks in the payment of payroll and other bills that become due between this date and October 22, 2015 with subsequent approval of the Payroll Register and Voucher Register by the Board of Trustees at its regular meeting to be held on October 20, 2015*

7. Village Manager’s Report

8. Administration Committee – Robert Lautner, Chairman

- A. Monthly Report
- B. Discussion & Action – Dinner Club – Liquor License Request – *Motion: To direct Village Staff to draft an Ordinance amending Title XI, Chapter 112, Alcoholic Beverages of the La Grange Park Municipal Code.*

9. Building & Zoning Committee

- A. Monthly Report

10. Engineering & Capital Projects Committee – James Kucera, Chairman

- A. Monthly Report

11. Public Safety Committee Items

- A. Monthly Reports
- B. Discussion & Action – Emergency Generator Replacement Project – *Motion: To approve a contract to the lowest bidder, Lyons & Pinner Electric in the amount of \$216,700.00 for the Emergency Generator Replacement Project.*

12. Public Works Committee – Michael Sheehan, Chairman

- A. Monthly Report – Public Works Department

13. Finance Committee Items

- A. Monthly Report - Patricia Rocco, Chairman
- B. Discussion & Action – Temporary Staffing Services – *Motion: Approve payment of temporary employee services with Stivers Staffing Services in an amount not to exceed \$28,000.*

VILLAGE BOARD MEETING
Tuesday, September 22, 2015 – 7:30 p.m.

AGENDA (continued – Page 3)

11. Other Reports

- A. Village Clerk
- B. Village Treasurer
- C. Village Engineer
- D. Village Attorney
- E. Committee and Collectors Report

Action – *Motion to Approve Committee and Collectors Report as Presented*

12. Village President

- A. Discussion & Action – Appointment to the Zoning Board of Appeals – *Motion: To appoint* Robert Bartholomai to the Zoning Board of Appeals for a term to expire May 1, 2016
- B. Proclamation National Preparedness Month
- C. Proclamation Fire Prevention Week

13. Public Participation (Non-Agenda Related Items Only)

14. New Business

15. Adjourn

Items of Interest

Village Board Work Session Meeting: October 13, 2015

Village Board Meeting: October 27, 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.

Consent Agenda Items

Village Board Agenda Memo

Date: 09/01/2015
To: Village President and Board of Trustees
From: Brendan McLaughlin, Director of Public Works *BS M*
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 Much

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)

ATTACHMENT #1

VILLAGE OF LA GRANGE PARK

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

COMPANY NAME: ~~I Disposal Waste Services, LLC~~

CONTACT: Rich Grad

DATE OF PROPOSAL: 8/08/2015

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 \$ 45.00

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.

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



**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" INDDUCTS 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

THIS DOCUMENT CONTAINS CONFIDENTIAL INFORMATION AND IS THE PROPERTY OF THE OWNER TO RELEASE OR DISTRIBUTION OF THIS DOCUMENT IN ANY FORM TO ANYONE WITHOUT WRITTEN PERMISSION OF THE OWNER IS STRICTLY PROHIBITED.



PROJECT LOCATION:
S30 T39N R12E
COOK COUNTY
WESTCHESTER, ILLINOIS

SCALE:
NOT TO SCALE

CLIENT: **WOW!**
Westbrook Corporate Center
3 Westbrook Corporate Center
Westchester, IL 60154

DESIGN FIRM:
CONSTRUCTION CAD SOLUTIONS, INC.
391 EXECUTIVE DRIVE
WILLOW BROOK, IL 60117
TEL: (708) 216-9972
FAX: (708) 216-9998

CONSTRUCTION CONTRACTOR:

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

NO.	REVISION	DATE

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

INTERNAL PROJECT #:
CH WESTCHESTER
DATE:
5/14/15
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

THIS DOCUMENT CONTAINS CONFIDENTIAL INFORMATION AND IS THE PROPERTY OF THE OWNER TO RELEASE OR DISTRIBUTION OF THIS DOCUMENT IN ANY FORM TO ANYONE WITHOUT WRITTEN PERMISSION OF THE OWNER IS STRICTLY PROHIBITED.



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

SCALE:
 NOT TO SCALE

CLIENT: **WOW!**
 It's that kind of experience.
 1621 FRONTENAC ST
 HAVERTYVILLE, IL 60140

DESIGN FIRM:
CCS
 CONSTRUCTION CAP SOLUTIONS, INC.
 701 ENSCLETTON DRIVE
 WILLOW BROOK, IL 60527
 PH: (708) 244-9922
 FAX: (708) 244-9088

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 # SHEET
 SP11_937 BARNSDALE 1
 DATE: 03/05/2015

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 *JCE*

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 resumptions 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.

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 cease 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)

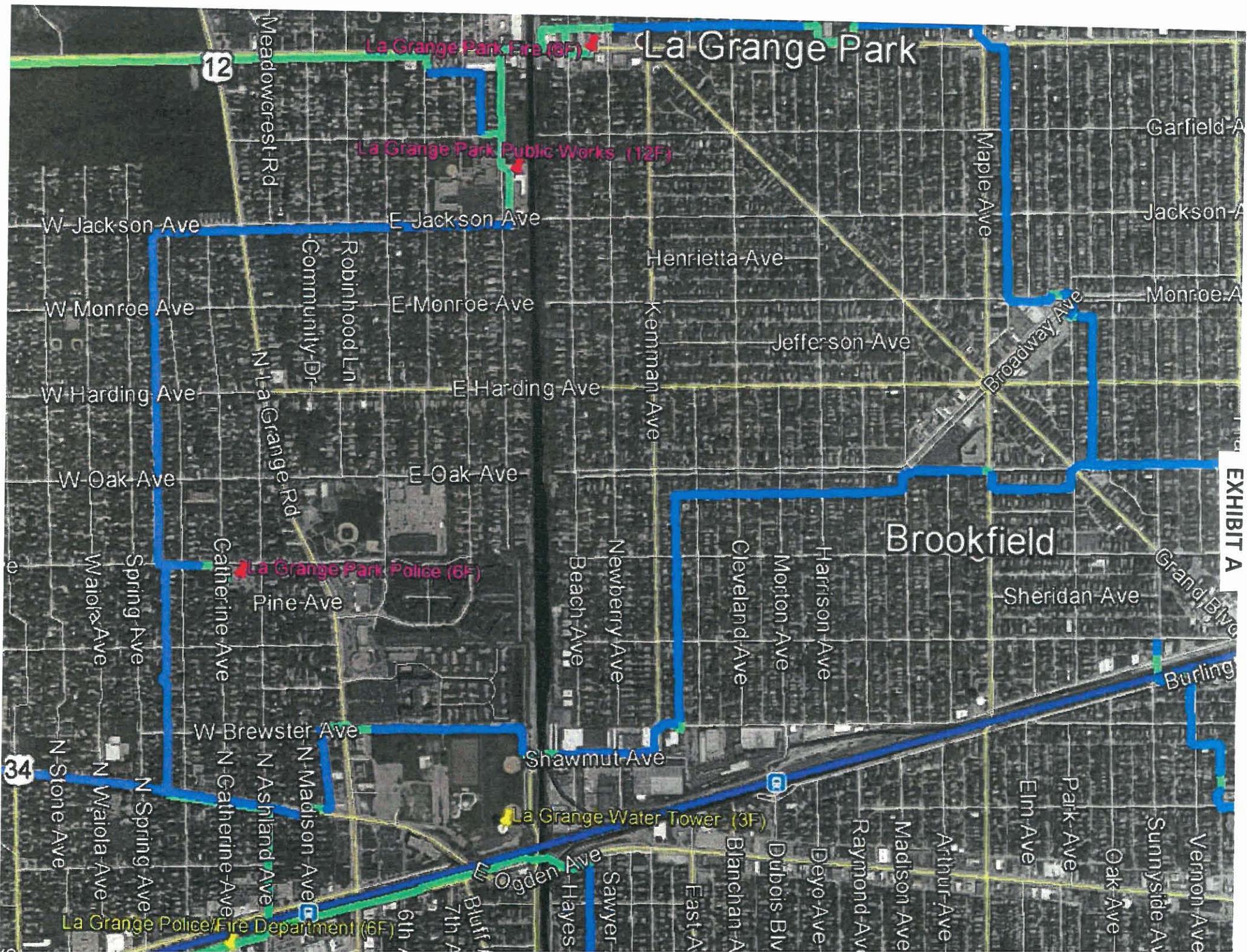


EXHIBIT A

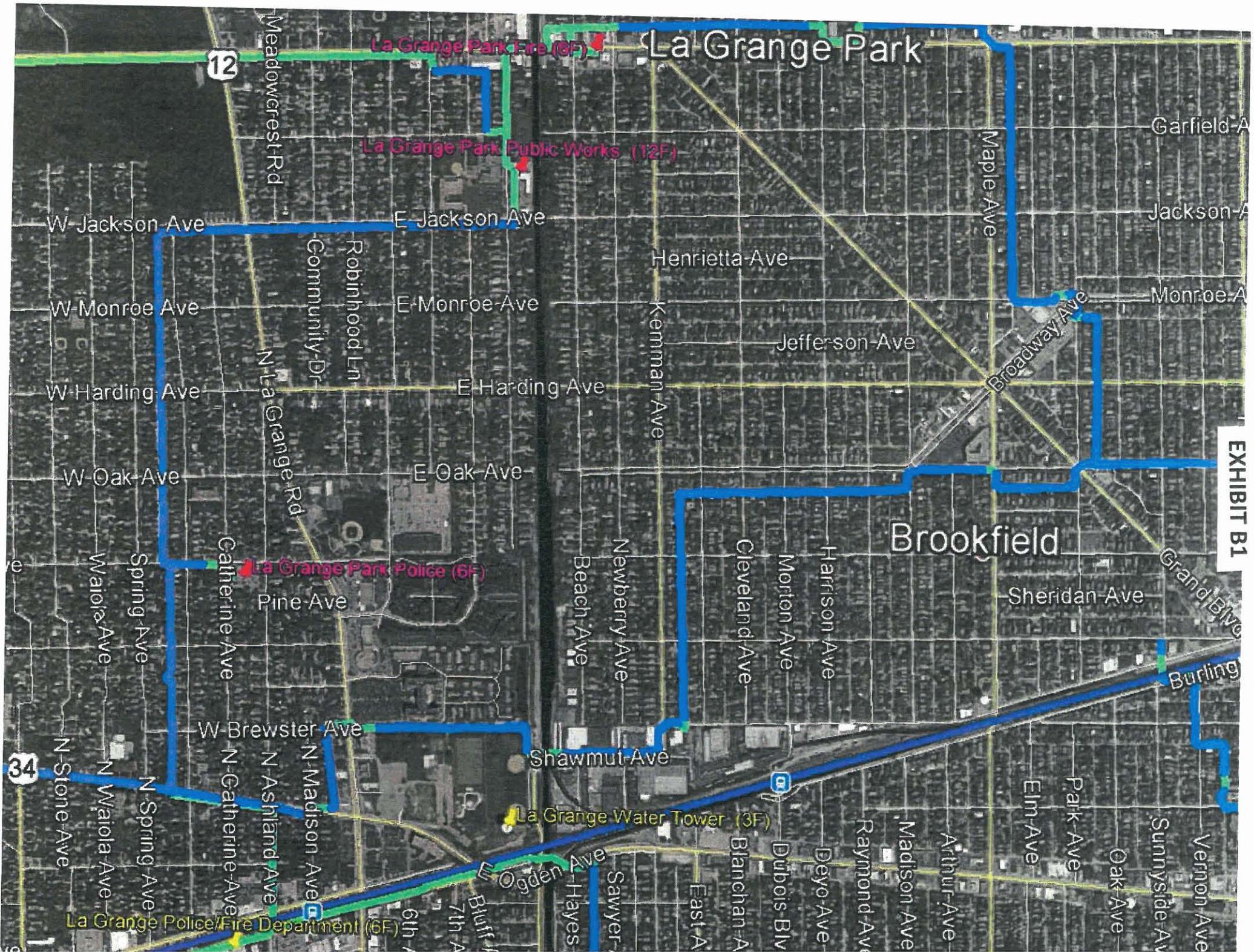
EXHIBIT B

**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



La Grange Park Era (6F)

La Grange Park

La Grange Park Public Works (12F)

12

EXHIBIT B1

Brookfield

La Grange Park Police (6F)

La Grange Water Tower (3F)

34

La Grange Police/Fire Department (6F)



It's that kind of experience.



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

CCS PROJECT CH WESTERN SPRINGS TOLL DESCRIPTION

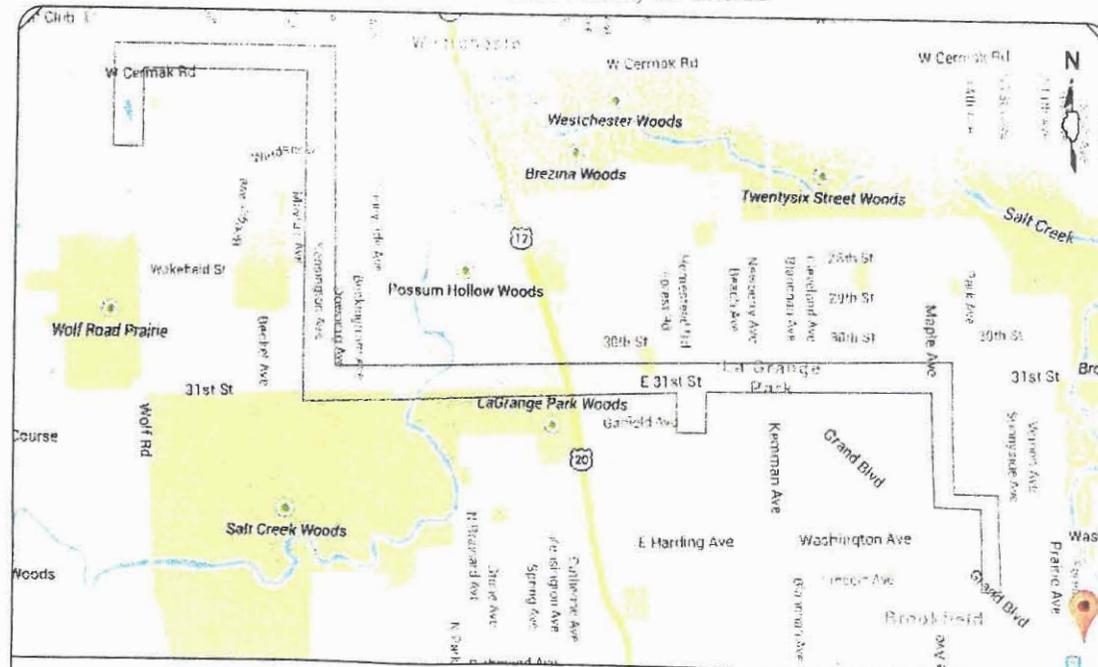
INSTALLATION OF WOW AERIAL FIBER OPTIC CABLE ON EXISTING COMED POLES & UNDERGROUND WITHIN (2) 1.5" INNERDUCTS BY METHOD OF DIRECTIONAL BORING AT MIN. 48" DEPTH.

SHEET INDEX:

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

SHEET	DATE	DESCRIPTION	BY

THIS DOCUMENT CONTAINS CONFIDENTIAL INFORMATION AND IS THE PROPERTY OF THE OWNER TO RELEASE OR DISTRIBUTION OF THIS DOCUMENT IN ANY FORM TO ANYONE WITHOUT WRITTEN PERMISSION OF THE OWNER IS STRICTLY PROHIBITED.



PROJECT LOCATION:

S33 T39N R12E
 COOK COUNTY,
 LA GRANGE PARK, ILLINOIS

SCALE:

CLIENT: **WOW!**
 It's that kind of experience.
 3274 FRONTENAC RD
 NAPERVILLE, IL 60563

DESIGN FIRM:

 CONSULTING FOR CAD SOLUTIONS, INC.
 761 EXCELITE DRIVE
 WILLOW BROOK, IL 60527
 PH: (708) 216-9672
 FAX: (708) 216-9660

CONSTRUCTION CONTRACTOR:
 TBD

PROJECT DESCRIPTION & NOTES:
 INSTALLATION OF WOW AERIAL FIBER OPTIC CABLE ON EXISTING COMED POLES & UNDERGROUND WITHIN (2) 1.5" INNERDUCTS 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 #:
 CH31 ST & LAGRANGE

DATE:
 5/29/15

SHEET:
1

EXHIBIT B2

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.municipal.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 *JC*

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: _____

Dr. James L. Discipio

Its: Village President

By: _____

Cynthia H. Ruska

Its: President

Attest: _____

Amanda G. Seidel

Village Clerk

Attest: _____

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 tree 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-Tree 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:
 - a. Workers' Compensation Insurance as prescribed by Illinois Statute
 - b. General Liability Insurance:
 - \$1,000,000 per occurrence
 - \$2,000,000 aggregate
 - c. Property Damage Liability Insurance:
 - \$1,000,000 per occurrence
 - \$2,000,000 aggregate

- d. 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.
 - 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

CONTRACTOR:

By: [Signature]
 Julia Cedillo
 Its: Village Manager

By: [Signature]
 Cynthia H. Ruska
 Its: President

Attest: [Signature]
 Amanda G. Seidel
 Village Clerk

Attest: [Signature]

Date: 4/23/13

Date: 4/14/13

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

**DETAILED SPECIFICATIONS:
TREE 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 tree removal operations for trees 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.

Trees to be removed will be measured and marked by the Village. If tree is not marked, it shall not be removed.

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 the 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 workzone properly and to provide for the conveniences and safety of the public at all times.

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

5. EQUIPMENT SUBMITTAL

In addition, each bidder must supply a listing of all tree trimming and removal 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 a list giving the address, location and diameter of trees to be removed. Trees shall only be removed upon orders by the Director of Public Works or his authorized representative, and that have been clearly marked for removal.

3. TREE REMOVAL

Timely removal of trees is an essential part of this contract. For diseased trees (such as elm and ash), the Contractor shall cut down the tree and haul it away to a proper disposal location **no later than fourteen (14) days from receiving an order for the tree(s) to be removed.**

For non-diseased trees, the Contractor shall cut down the tree and haul it away to a proper disposal location no later than twenty-one (21) days from receiving an order for the tree(s) to be removed.

The Contractor shall at all times give first priority to the removal of diseased trees over non-diseased trees, unless otherwise directed by the Director of Public Works or his designated representative.

4. 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. 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" 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.**

Contractor shall notify Director once tree has been removed (same day).

5. **METHOD OF MEASURING**

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.

6. **CLEAN-UP**

The Contractor shall pick up by means of sweeping and/or raking or equal means, all branches, brush, wood chips, and debris from the site immediately following the removal of the tree. 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 after 2 working days, 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.

7. **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 tree removals:

COST OF TREE REMOVALS

<u>(DBH)</u>	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
TREE SIZE:	PRICE PER DIAMETER INCH		
<i>Example: 12" tree diameter x \$ per diameter inch = cost of tree removal</i>			
7" - 12" inch diameter	\$ <u>8.00</u>	\$ <u>8.00</u>	\$ <u>9.00</u>
13" - 18" inch diameter	\$ <u>12.75</u>	\$ <u>12.75</u>	\$ <u>13.75</u>
19" - 24" inch diameter	\$ <u>12.75</u>	\$ <u>12.75</u>	\$ <u>13.75</u>
25" - 30" inch diameter	\$ <u>16.00</u>	\$ <u>16.00</u>	\$ <u>17.00</u>
31" - 36" inch diameter	\$ <u>16.25</u>	\$ <u>16.25</u>	\$ <u>17.25</u>
>37" inch diameter	\$ <u>16.25</u>	\$ <u>16.25</u>	\$ <u>17.25</u>

DO NOT GIVE A "PER TREE" COSTCompany Name: A&B Landscaping & Tree Service, Inc.Address: PO Box 344
Riverside, IL 60546Phone Number: 708-447-6902Signature: Cynthia H. RuskaPrint Name & Title: Cynthia H. Ruska/President

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

CONTRACT EXTENSION THROUGH FY16/17

**FORESTRY SERVICES CONTRACT
(STUMP 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 **stump 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: _____

Dr. James L. Discipio

Its: Village President

Attest: _____

Amanda G. Seidel

Village Clerk

Date: _____

By: _____

Cynthia H. Ruska

Its: President

Attest: _____

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.

- \$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.

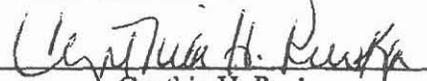
- C. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and delivered by the authorized representatives of the VILLAGE and the CONTRACTOR.
- D. MISCELLANEOUS
1. The CONTRACTOR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

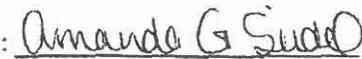
IN WITNESS WHEREOF, the CONTRACTOR has executed this Agreement by its duly appointed agents, and the Village has executed this Agreement with its corporate seal affixed thereto, by its Village President and Village Clerk acting pursuant to authority granted by the Board of Trustees thereof, all on the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

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 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.

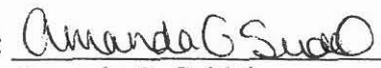
- B. This Agreement sets forth the entire agreement between the parties with respect to the accomplishment of the work and the rates and charges therefore.
- C. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until such change 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.

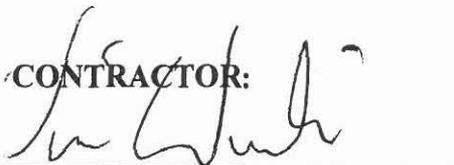
VILLAGE OF LA GRANGE PARK

By: 
 Julia Cedillo

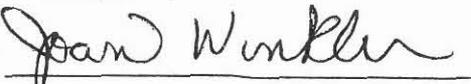
Its: Village Manager

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 (circled)

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: [Handwritten Signature]
Print Name & Title: Dince 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

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 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

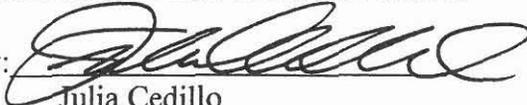
and executed and delivered by the authorized representatives of the VILLAGE and the CONTRACTOR.

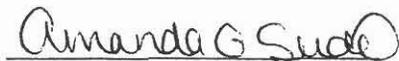
X. MISCELLANEOUS

- 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

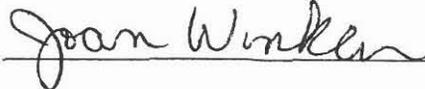
By: 
Julia Cedillo
Its: Village Manager

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)	\$ <u>500.00</u> 265.00 ⊙	*(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 \$ 280.00 *(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)

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 I: 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.

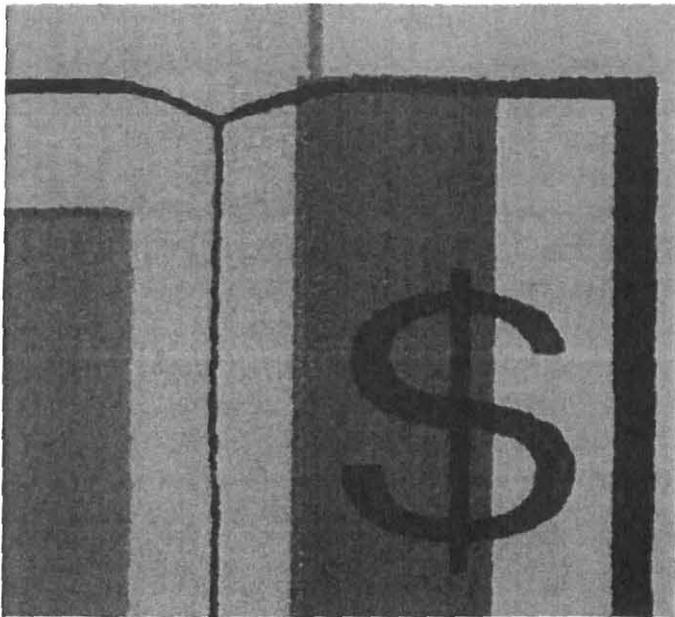
Appropriated fund balance. Not infrequently, governments balance their budget by appropriating a portion of existing fund balance to bridge the gap between appropriations and estimated revenues. The portion of fund balance thus appropriated for the following year would properly be classified as assigned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

Administration Committee

Robert Lautner, Chair

Michael Sheehan

James Kucera

Village Board Agenda Memo

Date: September 22, 2015

To: President & Board of Trustees

From: Emily Rodman, Assistant Village Manager 

Julia Cedillo, Village Manager 

RE: **The Dinner Club – Liquor License Request**

GENERAL BACKGROUND

The Dinner Club, an existing business located in downtown La Grange, has recently signed a lease to relocate their operations to the Village Market. The proprietors of the business have submitted a letter (attached) to the Village Board requesting the ability to sell packaged beer and wine to supplement their existing meal preparation business. Additionally, they would also like to permit patrons to BYOB (bring their own alcoholic beverage).

The Village currently offers seven classes of liquor licenses (Classes A-G) which are briefly described below and described in detail in the Section 112.19 (attached). The number of each type of license issued is also restricted as detailed in Section 112.20 (attached).

- Class A:** Authorizes the sale of wine and beer in the original package not for consumption on the premises. *This is the type of license issued to gas stations and convenience stores.*
- Class B:** Authorizes the sale of wine and beer in the either original package or for consumption on premises. May only be issued to clubs, hotels and restaurants. *This is the type of license issued to restaurants serving alcohol (excluding liquor).*
- Class C:** Authorizes the sale of alcoholic liquor in the original package not for consumption on the premises. *This is the type of license issued to liquor stores and grocery stores.*
- Class D:** Authorizes the sale of alcoholic liquor for consumption on the premise. May only be issued to restaurants meeting certain requirements. *(e.g. Mattone).*
- Class E:** Authorizes the sale or dispensing of alcoholic liquor on a temporary basis during a special event.
- Class F:** Authorizes the sale of alcoholic liquor not for consumption on the premises. May be issued to retail and service establishments whose

primary business is preparation and serving of food, not for consumption on the premises, and who provide catering, banquet and box lunch service to public or members of clubs. *There are currently no Class F licenses issued in the Village.*

Class G: Authorizes the sale of alcoholic liquor for consumption on the premises of retirement communities (*e.g. Plymouth Place*).

STAFF ANALYSIS

The Village does not currently have class of liquor license that accommodates the request being made by *The Dinner Club*, which is considered to be a service business that provides prepared meals or box lunch services to the public for consumption off-site.

The Village's Class F liquor license would allow *The Dinner Club* to sell packaged wine or beer, but would not allow for consumption of the wine or beer on the premises, or for patrons to BYOB.

The Village's Class B liquor license would allow for the sale of wine or beer either in the original package or for consumption on the premises, but under the current regulations, cannot be issued to businesses like *The Dinner Club* that provide packaged meal or box lunch services and it would not permit patrons to BYOB.

STAFF RECOMMENDATION

Staff does not have any concerns with allowing businesses such as *The Dinner Club* to sell wine or beer either in the package or for consumption on the premise. The sale of wine or beer compliments the existing service these types of businesses provide. It would allow for the individual business to expand its sales, while also providing an additional convenience and amenity to residents patronizing the business. More specifically, it would provide for increased control over any alcohol being consumed on-site, as consumption would be limited to what is purchased by the patron from the establishment.

Staff does not recommend amending the Municipal Code to allow for businesses (similar to *The Dinner Club* or otherwise) to permit patrons to BYOB. If patrons are permitted bring their own alcoholic beverages to consume on-site, there will be few restrictions in place to govern to the practice. Patrons could potentially bring any type of alcoholic beverage (including liquor) in any amount, making it more difficult for the business to monitor consumption on-site. Additionally, allowing patrons to bring their own beverages for consumption reduces the potential revenue that the business could generate through the sale of packaged wine or beer.

Based on the above, staff recommends amending, Section 112.19 of the Municipal Code. Section (B), the Class B liquor license regulations, to allow businesses that provide prepared meals or box lunch service to the public to also be permitted to obtain a license. Staff subsequently recommends amending Section 112.20 of the Municipal Code, Section (A), to increase the total number of Class A and B licenses available from five to six.

MOTION/ACTION REQUESTED

This item is for discussion and action.

Motion to Direct Village Staff to Draft an Ordinance Amending Title XI, Chapter 112, Alcoholic Beverages of the La Grange Park Municipal Code.

If the motion is approved, staff is seeking feedback from the Village Board on the desired changes to Chapter 112.

If the Village Board concurs with staff's recommendation, the direction would include the following:

- *Modify Section 112.19 (B) to add retail and service establishments whose primary business is preparation and serving of food not for consumption on the premises and who provide catering, banquet and box lunch service to the public*
- *Modify Section 112.20 (A) to increase the maximum total number of Class A and Class B liquor licenses issued from five to six*

Or, the Village Board may choose to direct staff in a different manner.

DOCUMENTATION

- Letter from *The Dinner Club* dated September 15, 2015
- Sections 112.19 and 112.20 of the Village of La Grange Park Municipal Code

The Dinner Club

26 S. La Grange Road • La Grange, IL 60525
Phone: (708) 579-3433 • E-Mail: customerservice@thedinnerclub.biz
Web: www.thedinnerclub.biz

Date: September 15, 2015

Village of La Grange Park Liquor Commission
Village of La Grange Park Board
La Grange Park, Illinois 60526

Dear Village of La Grange Park Officials:

The Dinner Club, currently located in downtown La Grange, is relocating to La Grange Park's Village Market by the end of this year. We are extremely excited to be relocating to La Grange Park as we believe it will allow us to expand our services and grow our business. The Dinner Club is a meal preparation business that allows customers to make uncooked meals that they can then take home and serve to their family in the weeks ahead. They also have the option of picking up pre-made meals.

Currently we do not sell any alcohol at our location, however, with our expansion, we would like to offer a limited selection of wine specifically paired to compliment the dinners we offer. Our menu features 14 different entrees each month. Our plan is to offer 6-8 different varieties of wine that pair with the meals we offer. Currently we offer a wine-pairing menu and refer customers to a La Grange wine boutique. We would like to increase our service to our clients by allowing them to purchase the wine directly from us.

In addition, we would like to obtain a permit for BYOB. The Village of La Grange offers this type of permit, which fits nicely with our type of business. We would like to continue to offer the option for customers to "Bring Your Own" wine or beer. Our typical clients are busy people that often come in with friends to assemble their meals. It takes them less than 2 hours to make these dinners. Often customers bring a bottle of wine to share with their friends, which compliments the experience of being in our kitchen. Alcohol is limited to beer and wine, and customers coming in are by appointment only. We do not take walk-ins or allow customers to consume alcohol if they are not making dinners with us. Based on the customer's time spent making meals and the limited amount of time they are at our store, alcohol consumption is at a minimum. It is, however, something that is enjoyed occasionally by our clients and adds to the experience of visiting our store. We do not and will never serve our customers alcohol. Also, our employees never drink any alcohol while in our store.

Our intent is to offer a small selection of wine for purchase, and separately we would like a BYOB permit so that our customers can continue to enjoy an evening out making meals for their family in a relaxed yet controlled environment. Managers will have proper training as recommended by the Liquor

La Grange Park, IL Code of Ordinances

§ 112.19 LICENSES CLASSIFIED; FEE ESTABLISHED.

Licenses required by this chapter shall be divided into the following classes:

(A) Class A license, which shall authorize the sale of wine or beer in the original package, not for consumption on the premises. The annual fee for the licenses shall be \$750.

(B) Class B license, which shall authorize the sale of wine and beer either in the original package or for consumption on the premises. These licenses are authorized for issuance only to clubs, hotels and restaurants as defined in § 112.01. The annual fee for the licenses shall be \$800.

(C) Class C license, which shall authorize the retail sale of alcoholic liquor in the original package, not for consumption on the premises. The first year license fee shall be \$6,500. Each successor licensee under this division, whether a person, firm or corporation, shall pay the first year fee. The annual renewal license fee shall be \$1,500. These licenses are authorized for issuance only to:

(1) Grocery stores occupying a minimum of 5,000 square feet of floor space and offering a full line of groceries, fresh meats, dairy products, vegetables, fruits and packaged frozen goods;

(2) Drug stores occupying a minimum of 5,000 square feet of floor space;

(3) Grocery/drug stores meeting the requirements of division (1) above; and

(4) Alcoholic liquor stores occupying a minimum of 3,000 square feet of floor space, of which not less than 2,000 square feet shall be display and customer service area; provided, that no Class C license shall be issued for an alcoholic liquor store to be located nearer than 1,000 yards from another such store within the La Grange Park Village limits.

(D) Class D license, which shall authorize the retail sale of alcoholic liquor for consumption on the premises. These licenses are authorized for issuance only to restaurants whose primary business is the preparation and serving of food (other than alcoholic beverages) and who shall continuously maintain and keep open for normal public use seating for dining of not less than 125 persons. A bar and lounge area for the preparation of alcoholic beverages and seating of patrons will be permitted; however, the area occupied by the combined bar and lounge area will not exceed in square feet 20% of the area devoted to dining room seating. Seating in the lounge area will not be counted in determining minimum dining room seating. The first year fee shall be \$6,500. Each successor licensee under this division, whether a person, firm or corporation, shall pay the first year fee. The annual renewal license fee shall be \$1,500.

(E) Class E license, which shall authorize the retail sale or dispensing of alcoholic liquor on a temporary basis on the premises during a special event. The fee shall be \$25 per day of the event. No special event licensee may conduct more than 12 special events in a year. The provisions of § 112.16 shall be applicable for a Class E license application.

(F) Class F license, which shall authorize retail sale of alcoholic liquor not for consumption on the premises. These licenses are authorized for issuance only to retail and service establishments whose primary business is preparation and serving of food (other than alcoholic beverages), not for consumption on the premises, and who provide catering, banquet and box lunch service to the public

or to members of clubs or to guests of members of clubs. The first year fee shall be \$500. Each successor licensee under this division, whether a person, firm or corporation, shall pay the first year fee. The annual fee for the licenses shall be \$100. When a license is issued combining two or more classes, the fee will be cumulative of the individual fee for each class.

(G) Class G license, which shall authorize retail sale of alcoholic liquor for consumption on the premises of retirement communities for residents, invited guests, at meals, social events, marketing events and civic or community gatherings. These licenses are authorized for issuance only to retirement developments defined as housing developed, planned, designed, licensed and operated to provide a full range of accommodations and services for older adults including independent living, assisted living, sheltered care and nursing home care. Residents may move from one level to another as needs change. This term shall include, but not be limited to, continuing care communities and life care retirement communities. The first year license fee shall be \$6,500. Each successor licensee under this division, whether a person or a corporation, shall pay the first year fee. The annual renewal license fee shall be \$1,500.

(70 Code, § 4-6) (Ord. 264, passed 9-26-78; Ord. 344, passed 4-26-83; Ord. 383, passed 5-14-85; Ord. 429, passed 11-10-87; Ord. 667, passed 10-10-00; Ord. 729, passed 8-12-03; Ord. 734, passed 11-11-03; Am. Ord. 890, passed 1-27-09; Ord. 964, passed 1-22-13)

§ 112.20 NUMBER OF LICENSES.

(A) The total number of Class A and B licenses issued shall not exceed five. The Village President shall have the right to determine the allocation of the total number of licenses authorized between Class A and Class B; provided, that not less than two of the total authorized licenses shall be reserved for Class B licenses.

(B) The total number of Class C licenses shall not exceed two; provided, that not less than two of the total authorized licenses shall be reserved for grocery, grocery/drug and drug stores meeting the minimum requirements of § 112.19.

(C) The total number of Class D licenses issued shall not exceed two.

(D) The total number of Class G licenses shall not exceed one.

(70 Code, § 4-7) (Ord. 264, passed 9-26-78; Ord. 344, passed 4-26-83; Am. Ord. 890, passed 1-27-09; Am. Ord. 894, passed 4-28-09)

Public Safety Committee

Scott Mesick, Chairman
Patricia Rocco
Robert Lautner

VILLAGE BOARD AGENDA MEMO

DATE: September 16, 2015
TO: President and Board of Trustees
FROM: Julia Cedillo, Village Manager 
RE: Emergency Generator Replacement Project

PURPOSE: Staff is seeking the Board's approval to award a contract for the Emergency Generator Replacement Project at Village Hall, 447 North Catherine Avenue.

BACKGROUND:

In 2009, the Village was awarded a federal grant for a replacement generator for the Village Hall in the amount of \$150,000. Shortly after notification, we were notified that the grant would be processed through the Federal Emergency Management Agency (FEMA) and the Illinois Emergency Management Agency (IEMA) as a Local Pre-disaster Mitigation (PDM) Grant, requiring a 25% local match. PDM Grants funds require that the Village has a Hazard Mitigation Plan in place. This prerequisite was fulfilled on November 11, 2014 when the Village Board approved the Cook County Multijurisdictional All Hazards Mitigation Plan.

The Village approved a modified Grant Agreement with IEMA on February 10, 2015 following the completion of engineering and design, which included a modified scope of work to include the removal of the existing generator fuel tank. Subsequently, IEMA and FEMA approved the modified budget in the amount of \$200,000. The grant share is \$150,000 and the local share is 25% or \$50,000, which is budgeted in the Emergency Telephone System Fund.

The replacement generator will be located in the rear yard of Village Hall, proximate to existing HVAC equipment. As such, the Village was required to obtain zoning relief from the ZBA for the location of the equipment and the height of the screening fence. The Village Board approved the ZBA's recommendation for a variation on July 28, 2015. Village staff then directed the project engineer to prepare documents for bidding.

Gary Wall of Baxter & Woodman Engineering has prepared the necessary bid specifications and the bid opening was held on September 9, 2015. The Village received five bids and the lowest bidder was Lyons & Pinner Electric, of La Grange, Illinois, in the amount of \$216,700. The bid results and recommendation are attached.

STAFF RECOMMENDATION

Staff recommends that the Board accept the project engineer's recommendation.

The bid documents included a general scope of work, as follows:

- Removal of an interior 45 KW diesel generator and all associated disposal fees.
- Removal of an interior diesel day tank and all associated disposal fees.
- Removal of an exterior in-ground diesel tank, remote monitor panel, and all associated disposal fees.

- The addition of an exterior 250 KW diesel generator in a weatherproof sound attenuated enclosure (72 dB at 23 feet) and remote annunciator.
- The addition of an interior 800 Amp automatic transfer switch.
- A fence around 3 sides of the 250 KW generator and a fence between the property line of the adjacent house to the south.

The bid documents also included three alternate bids for additional sound mitigation measures.

1. Alternate #1: Add additional sound reduction of 4dB (68dB at 23 feet) for the generator sound attenuated enclosure.
2. Alternate #2: Add additional sound reduction of 5dB utilizing sound absorbing material attached to the inside of the wooden fence.
3. Alternate #3: Add additional sound reduction of 10dB utilizing sound absorbing material attached to the inside of the wooden fence.

The Project engineer does not recommend acceptance of any of the alternates at this time. The costs for the additional sound attenuation are substantial when considering the extent of the anticipated reduction (benefit). Once installed and running, the Village may wish to further evaluate whether additional sound attenuation is necessary for the inside of the fence enclosure.

The lowest bid at \$216,700 is \$16,700 above what the Village has included in this year's Budget. The cost overage is likely due to project cost increases over time in general and related to disposal fees more specifically, and the addition of the boundary fence for the neighbor to the south (minimal increase). Staff recommends that the Village utilize funds available in the Capital Projects Fund to address the budgetary gap. Staff has verified with the Finance Director that funds are available.

IEMA and FEMA have confirmed with the Village that they are unable to increase the amount of the grant to cover the shortfall. Village staff has made a formal request for additional funding to the Cook County Department of Homeland Security. We are awaiting their response. Finally, through our lobbyist, we have submitted inquiries to our state legislators and our congressman.

While the project has exceeded the budgeted amount, there have been two positive outcomes to date as a result of the grant process. First, the Village now has a Hazard Mitigation Plan in place, making us eligible for FEMA assistance now and in the future. Cook County completed this plan with its participating communities as annexes, at no cost to the villages. Secondly, the Village was able to expand the scope of the project to include the removal of an older underground storage tank, mitigating any future environmental impacts to the soil.

MOTION / ACTION REQUESTED

Motion to approve a contract to the lowest bidder, Lyons & Pinner Electric in the amount of \$216,700.00 for the Emergency Generator Replacement Project.

DOCUMENTATION:

- Recommendation Letter and Bid Results from Gary Wall, Project Engineer, Baxter & Woodman Engineering, dated September 14, 2015

September 14, 2015

Julia Cedillo
Village Hall
447 N. Catherine Avenue
La Grange Park, Illinois 60526

RECOMMENDATION TO AWARD

**Subject: Village of La Grange Park, Illinois
Village Hall Emergency Generator Replacement
B&W # 100930.40**

Dear Ms. Cedillo:

The following bids were received for the Emergency Generator Replacement project at the Village of La Grange Park, Illinois Village Hall on September 9, 2015 at 10:00 a.m.:

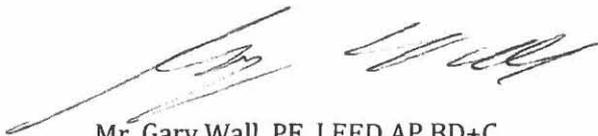
<u>Bidder</u>	<u>Amount of Bid</u>
Lyons & Pinner Electric	\$216,700.00 as read
Richmond Electric Company	\$249,700.00 as read
Master Project, Inc.	\$242,000.00 as read
Courtesy Electric Company	\$255,000.00 as read
Broadway Electric, Inc.	\$278,000.00 as read

We have analyzed each of the bids and find Lyons & Pinner to be the lowest, responsible, and responsive Bidder. We recommend the award of contract to Lyons & Pinner Electric in the amount of \$216,700.00 with no alternates accepted.

The Village of La Grange Park retained all the original Contractor's bid documents. One copy of the Bid Tabulation is enclosed for your records. Please call me if you have any questions.

Very truly yours,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Mr. Gary Wall, PE, LEED AP BD+C

cc: Mr. John Mick, PE, Baxter & Woodman, Inc.

**Village of La Grange Park, Illinois
Village Hall
Emergency Generator Replacement**

PROJECT ENGINEER: Gary Wall, PE, Baxter & Woodman, Inc.

BID DATE/TIME: September 9, 2015 @ 10:00 a.m. TABULATION OF BIDS ENGINEERS' JOB NO: 100930.40

BIDDER	TOTAL AMOUNT OF PROPOSAL	PROPOSAL GUARANTY	ALTERNATE #1	ALTERNATE #2	ALTERNATE #3	REMARKS
LYONS & PINNER ELECTRIC	\$216,700.00	\$21,670.00	\$29,000.00	\$2,900.00	\$4,100.00	ADDENDUMS #1, 2, 3, AND 4 NOTED
RICHMOND ELECTRIC CO. INC.	\$249,700.00	\$24,970.00	\$12,000.00	\$3,600.00	\$7,000.00	ADDENDUMS #1, 2, 3, AND 4 NOTED
MASTER PROJECT, INC.	\$242,000.00	\$24,200.00	\$4,600.00	\$1,600.00	\$3,800.00	ADDENDUMS #1, 2, 3, AND 4 NOTED
COURTESY ELECTRIC CO.	\$255,000.00	\$25,500.00	\$23,000.00	\$15,000.00	\$30,000.00	ADDENDUMS #1, 2, 3, AND 4 NOTED
BROADWAY ELECTRIC, INC.	\$278,000.00	\$27,800.00	\$2,940.00	\$4,000.00	\$7,000.00	ADDENDUMS #1, 2, 3, AND 4 NOTED

Finance Committee

Patricia Rocco, Chairwoman

Scott Mesick

James Kucera

Village Board Agenda Memo

Date: September 15, 2015

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

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

Re: Temporary Staffing Services

PURPOSE

To approve payment to Stivers Staffing Services for temporary employee services.

BACKGROUND

Since June, the Finance Department has utilized Stivers Staffing Services to fill the vacant Administrative Clerk position due to the previous Administrative Clerk transitioning to the Executive Secretary position. Engaging a temporary service allowed the department to quickly bring someone in to handle the additional workload due to vehicle sticker sales. The temporary staff had experience with the Village during a previous vacancy and was able to get up to speed quickly.

Due to the potential cuts to the Village's state shared revenues, the Finance Department has been holding off on permanently filling the position. Unfortunately, there has been no resolution on the state budget and the position is necessary to the Finance Department's current operations. Therefore, we are moving ahead with filling the position and plan to continue utilizing the services of Stivers for a few more months while we complete the hiring process. As such, the payments to Stivers will exceed \$10,000 and requires Village Board approval. The hourly rate of \$21.95 for the temporary services is currently below the entry level salary, taxes and benefits for the Administrative Clerk position. Approval of a not to exceed amount of \$28,000 will provide for services thru the end of 2015.

RECOMMENDATION

Staff recommends approval of payment for services with Stivers Staffing Services.

ACTION REQUESTED

Motion to approve payment of temporary employee services with Stivers Staffing Services in an amount not to exceed \$28,000.

DOCUMENTATION

- Stivers Master Services Agreement

MASTER SERVICES AGREEMENT

POSITION: CUSTOMER SERVICE ASSOCIATE

DURATION OF POSIION: JUNE 1 - SEPTEMBER 30, 2015

BILL RATE - \$21.95/HR

This agreement is made and entered into as of May 13, 2015 between VILLAGE OF LA GRANGE PARK(Client) and STIVERS STAFFING SERVICES(Supplier).

This agreement shall apply to all temporary services provided by Supplier to the Client.

Supplier will:

- a. Recruit, select and hire Supplier Consultant Personnel
- b. Assign Consultant Personnel according to Customer's requirements
- c. Pay Consultant Personnel the wages and provide the benefits that Supplier offers to them as its employees.
- d. Maintain Consultant Personnel's personnel and payroll records related to their employment by Supplier.
- e. Require Consultant Personnel to comply with all rules and policies of customer (e.g. those relating to premises access and security)
- f. Make legally required employment law disclosures to Consultant Personnel
- g. Provide Consultant Personnel of diverse race, gender, ethnicity and background
- h. Invoice Client weekly for hours worked

Stivers meets all the Legal & regulatory rules regarding EEOC, Immigration Reform, E Verify and Amerians with Disabilities Act.

STIVERS STAFFING SERVICES

By Sue Murphy

Name: Sue Murphy

Title: District Manager

Date: 5/15/15

Village President

Village Board Agenda Memo

Date: September 17, 2015

To: Village Board of Trustees

From: President James Discipio

RE: Appointment to the Zoning Board of Appeals (ZBA)

GENERAL BACKGROUND:

There is currently a vacant position on the Zoning Board of Appeals due to the appointment of Jamie Zaura to the Village Board. I am recommending that Mr. Robert Bartholomai be appointed to serve the unexpired term. Mr. Bartholomai currently works downtown Chicago in the healthcare system. Although he has not served on a Village Committee previously, he participated in the Community Advisory Board for the Brainard Project. I offer his name for the Village Board's consideration to be appointed to the Zoning Board of Appeals to fill the current vacancy and term.

MOTION / ACTION REQUESTED:

Motion to appoint Robert Bartholomai to the Zoning Board of Appeals for a term to expire May 1, 2016.

DOCUMENTATION:

- Robert Bartholomai's Commission Application

APR 02 2015



**VILLAGE COMMISSION/BOARD APPLICATION
LA GRANGE PARK, ILLINOIS**

The Municipal Ordinances of the Village of La Grange Park provide for several advisory citizens committees to make recommendations to the Board of Trustees on local issues.

Most commissions, committees, and boards require a minimal time commitment. We seek interested citizens with a desire to learn, who can be objective and act in the best interests of the entire community.

If you are interested in serving as an unpaid volunteer on one of the Village's citizen commissions, committees, or boards, please complete the form below and check your areas of interest. The Village will retain your information for use when vacancies occur.

NAME: ROBERT BARTHOLOMAI
EMAIL ADDRESS: _____
ADDRESS: _____
PHONE: (Daytime) _____ (Evening) _____
DATE OF APPLICATION: 3-30-2015

CURRENT EMPLOYMENT INFORMATION

POSITION: SOURCING Executive
EMPLOYER: UTC/Navation
ADDRESS: _____

BOARD OR COMMISSION(S) YOU WOULD BE WILLING TO SERVE:

Zoning Board of Appeals

DESCRIBE YOUR REASONS FOR INTEREST IN SERVING ON ABOVE-LISTED BOARD OR COMMISSION(S):

I am interested in serving on this board to learn more about how the village compares to its neighbors and to learn what recurring requests for variances are.

DESCRIBE ANY SPECIAL SKILL, EXPERIENCE OR KNOWLEDGE WHICH RELATES TO YOUR INTEREST IN SERVING AS A COMMISSION MEMBER:

I hope to bring the perspective of a homeowner to the board & to balance accommodation of variance requests with maintaining the attractiveness and safety of the village.

(Use additional pages if necessary)

Please mark your areas of interest below.

(You may check more than one.)



Zoning Board of Appeals

Comprised of seven members, the Zoning Board conducts hearings and makes recommendations on village zoning issues.



Plan Commission

Comprised of five members, the Commission makes recommendations on future development in the community through comprehensive planning consideration of subdivision requests.



Traffic, Safety, and Engineering Committee

Comprised of seven members, the Committee makes recommendations on topics such as community traffic regulations, traffic safety, and parking.

_____ Board of Police Commissioners

Comprised of three members, the Commission implements State law in the hiring, promotion, and discipline of sworn police personnel.

_____ Police Pension Fund

Comprised of five members, the group's primary responsibility is to oversee the finances and operation of the Police Pension Fund.

_____ Sustainability Commission

Comprised of seven members, the Commission shall prepare and recommend to the Village Board a Sustainability Plan designed to educate and inform citizens and facilitate sustainable practices that lead to a reduction of the Village's carbon footprint while promoting water conservation and the improvement of air, climate and water quality.

Please return this form to: the President Dr. James L. Discipio, Village of La Grange Park, 447 North Catherine Avenue, La Grange Park, Illinois 60526.

THANK YOU FOR YOUR INTEREST!

**DON'T WAIT. COMMUNICATE.
MAKE YOUR EMERGENCY PLAN TODAY.**



SEPTEMBER IS NATIONAL PREPAREDNESS MONTH!



AMERICA'S
PrepareAthon!



PROCLAMATION

WHEREAS, each year, communities across our country face emergencies, from unforeseen natural disasters to deliberate acts, that test our Nation's grit and challenge us to overcome tragedy; and

WHEREAS, each of us can do our part, and together, we can protect our families and help our Village by planning for emergencies and for the unexpected; and

WHEREAS, every September, we celebrate our Nation's spirit of resilience by re-dedicating ourselves to the important task of being prepared in the face of any crisis; and

WHEREAS, emergencies come in many forms, from house fires to accidents to floods. Although we cannot always control how, when, or where they occur, we can prepare practical responses before disasters strike by discussing how we can protect ourselves with our families, friends, and neighbors; and

WHEREAS, this month, I encourage all residents and business owners to bolster their readiness in the event of a crisis. When emergencies happen, our Village together must ensure that we have the support and resources needed to respond and recover; and

WHEREAS, on September 30th, people from throughout the nation will join together with the Federal Government to take action as part of America's Prepare-A-thon; and

WHEREAS, during this month, residents and businesses should embrace the encouraged actions of "Don't Wait. Communicate. Make Your Emergency Plan Today", to renew our commitment to ready ourselves, our families, and our Village for any challenge.

NOW, THEREFORE BE IT PROCLAIMED THAT:

The Village President and Board of Trustees of the Village of La Grange Park does hereby proclaim September 2015 as National Preparedness Month. We encourage all residents to recognize the importance of preparedness and work together to enhance our resilience and readiness to disasters and other emergencies.

James L. Discipio, Village President

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of La Grange Park to be affixed this 22nd day of September 2015.

ATTEST:

Amanda G. Seidel, Village Clerk



PROCLAMATION

WHEREAS, the Village of La Grange Park is committed to ensuring the safety and security of all those living in our Village; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, three out of five home fire deaths result from fires in properties without working smoke alarms; and

WHEREAS, in one-fifth of all homes with smoke alarms, none were working; and

WHEREAS, working smoke alarms, fire sprinklers, and planning and practicing a home fire escape plan will greatly increase your chances of surviving a home fire; and

WHEREAS, the La Grange Park Fire Department is dedicated to promoting strong fire safety practices, such as providing public fire safety education in the schools throughout the month and at their Annual Open House, taking place this year on October 10th; and

WHEREAS, the 2015 Fire Prevention Week theme, "Hear the Beep Where You Sleep" effectively serves to remind us all to now have working smoke detectors on every floor of your home, including in every room where someone sleeps.

NOW, THEREFORE BE IT PROCLAIMED THAT:

The Village President and Board of Trustees of the Village of La Grange Park does hereby proclaim October 4-10, 2015 as Fire Prevention Week throughout this Village, and urges all the people of La Grange Park to protect their homes and families by heeding the important safety messages of Fire Prevention Week 2015.

James L. Discipio, Village President

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of La Grange Park to be affixed this 22nd day of September 2015.

ATTEST:

Amanda G. Seidel, Village Clerk

Items of Interest

VILLAGE OF LA GRANGE PARK

La Grange Park Village Hall, 447 N. Catherine Ave., La Grange Park, Illinois

2015 MEETINGS REMINDER

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	Village Board Meeting	7:30 p.m.	Village Hall