

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



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

## VILLAGE BOARD MEETING

Tuesday, December 8, 2015 – 7:30 P.M.

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### AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Welcome State Representative LaShawn Ford**
5. **Brookfield-La Grange Park Lions Club Donation Presentation**
6. **Public Participation (agenda and non-agenda related)**
7. **Building & Zoning Committee** – Jamie Zaura, Chairwoman
  - A. Discussion & Action - Zoning Application No. 2015-06: 1430 Deerpath Lane – *Motion:*
    - i. *To deny Zoning Application No. 2015-06 requesting a variation from Table 7-2 of the Zoning Code to increase the maximum permissible building coverage to 32.8% for 1430 Deerpath Lane.*
    - ii. *To deny Zoning Application No. 2015-06 requesting a variation from Table 7-2 of the Zoning Code to increase the maximum permissible impervious surface coverage to 59.3% for 1430 Deerpath Lane.*
8. **Public Safety Committee Items**– Scott Mesick, Chairman
  - A. Discussion & Action – Consolidated Dispatch - Purchase of Equipment for LTACC – *Motion - To authorize expenditures for Motorola Radio Equipment for the Lyons Township Area Communications Center at a cost not to exceed \$76,300 and authorize the Village Manager to execute any necessary and related agreements.*
  - B. Discussion & Action – Purchase – Cardiac Monitors/Defibrillators - *Motion to approve the purchase of two (2) Zoll Medical, X Series cardiac monitors/defibrillators in the amount of \$63,312.39 from Zoll Medical Corporation.*

**VILLAGE BOARD MEETING**  
**Tuesday, December 8, 2015 – 7:30 p.m.**

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**AGENDA (continued – Page 2)**

- 9. Public Works Committee** – Michael Sheehan, Chairman
  - A. Discussion & Action – Landscape Maintenance Contracts – Two Year Extension  
- *Motion approving a two year contract extension with Landscape Concepts Management for lawn maintenance, flower bed maintenance and lawn maintenance at the Water Plant in an amount not to exceed \$20,000 annually for FY 16&17 and FY 17&18, and authorizing the Village President to execute the necessary contract documents.*
  
- 9. Other Reports**
  - A. Village Manager
    - i. Discussion Only – Budget Planning and Schedule for Fiscal Year 2016-17
  - B. Village President
  - C. Village Clerk
  - D. Committee
  
- 10. New Business**
  
- 11. Adjourn**

*Items of Interest*

*Note: There will not be a second meeting in December*

*Village Work Session Meeting: January 12, 2016*



*Brookfield - LaGrange Park Lions Club*

P.O. Box 156  
BROOKFIELD, ILLINOIS 60513

**December, 2015**

In 2015, the Brookfield-La Grange Park Lions Club found a way to help our community *and* carry out the Lions Clubs International centennial mandate – we were determined to help replace our village tree stock that was ravaged by the Emerald Ash Borer Beetle. Between Brookfield and La Grange Park, more than 2000 trees have been and/or will be removed due to EAB.

We would like to take this opportunity to thank the elected officials and village staff for their support and contribution to the Brookfield-La Grange Park Lions Club Tree Restoration Project.

Like you, we are not only proud of our community, but proud to advocate *for* our community. Our members are stakeholders – two, three, and even four times over as membership includes current and former residents, business owners, village staff, and elected officials.

As a result of the generous support of current and former village residents and the membership of the Brookfield-La Grange Park Lions Club, we were able to raise **\$4,500** for the village. This means that, depending on tree species and stumping requirements, the donation can account for *at least 10, and even up to 15, new trees.*

In addition to helping many individual village residents and students with hearing and vision equipment and examinations over the years, the Brookfield-La Grange Park Lions Club has supported and participated in multiple community events with many organizations, including, but not limited to: the Brookfield and La Grange Park libraries, the Brookfield and La Grange Park Police and Fire Departments, the Community Park District of La Grange Park, and the La Grange Park Business Association. Each year, we try to find ways to contribute to our community and look forward to new efforts, relationships, and community awareness in 2016.

Sincerely,

Lion Jason Vitell  
President, Brookfield-La Grange Park Lions Club



## **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.

# **Building & Zoning Committee**

**Jamie Zaura, Chairwoman**

**Scott Mesick**

**James Kucera**

# Village Board Agenda Memo

Date: December 8, 2015

To: President & Board of Trustees

From: Emily Rodman, Assistant Village Manager 

Julia Cedillo, Village Manager 

RE: Zoning Application No. 2015-06: 1430 Deerpath Lane

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## GENERAL BACKGROUND

On August 18, 2015 and November 17, 2015, the Zoning Board of Appeals (ZBA) conducted a public hearing to consider Zoning Application No. 2015-06, filed by James and Leana McDowell for 1430 Deerpath Lane. The Application requests variations from Table 7-2 of the Zoning Code which establishes a maximum permissible building coverage of 30% and a maximum permissible impervious surface coverage of 50% on the subject property. The variations were requested in order to allow for the installation of an approximate 60 SF shed and to permit an existing 1,388 square foot brick paver patio (installed without permit) to remain.

The ZBA accepted testimony and evidence into the record. Upon conclusion of the testimony and discussion, the ZBA determined that the application did not meet the standards for a variation as outlined in Section 4.3.F of the Zoning Code. The ZBA recommended the Village Board deny the requested variations.

Should the variations be denied, the applicants will still be required to obtain a building permit for the brick paver patio that was previously installed. In order to obtain the permit, they will need to bring the property into compliance with the maximum permissible impervious surface coverage requirement of 50%. This would necessitate removing approximately 1,000 SF of the existing patio and providing on-site storm water management for the remaining portion of the patio (since it will be over the 250 SF threshold). The applicants will not be required to bring the property into compliance with the maximum permissible building coverage of 30%, as the footprint of the existing home already causes them to exceed this amount and therefore, the property would be considered "grandfathered" under the existing Zoning Code.

## MOTION/ACTION REQUESTED

This item is for both discussion and action.

***Motion to deny Zoning Application No. 2015-06 requesting a variation from Table 7-2 of the Zoning Code to increase the maximum permissible building coverage to 32.8% for 1430 Deerpath Lane.***

***Motion to deny Zoning Application No. 2015-06 requesting a variation from Table 7-2 of the Zoning Code to increase the maximum permissible impervious surface coverage to 59.3% for 1430 Deerpath Lane.***

## **RECOMMENDATION**

With regard to the variation request to increase the maximum permissible building coverage on the property from 30% to 32.8%, the ZBA voted 4 "AYES" to 1 "NAY" to recommend the zoning variation be denied.

With regard to the variation request to increase the maximum permissible impervious surface coverage on the property from 50% to 59.3%, the ZBA voted 3 "AYES" to 2 "NAYS" to recommend the zoning variation be denied.

## **DOCUMENTATION**

- Zoning Board of Appeals Agenda Memo – August 18, 2015 (w/out attachments – previously provided)
- Zoning Board of Appeals Agenda Memo – November 17, 2015 (w/out attachments – previously provided)
- Findings of Fact for Public Hearing 2015-06
- Minutes from August 18, 2015 ZBA Meeting
- Minutes from November 17, 2015 ZBA Meeting
- Transcript of the public hearing for Zoning Application No. 2015-05 – August 18, 2015
- Transcript of the public hearing for Zoning Application No. 2015-05 – November 17, 2015

# Zoning Board Agenda Memo

**Date:** August 18, 2015

**To:** Eric Boyd, Zoning Board Chair  
Members of the Zoning Board of Appeals

**From:** Emily Rodman, Assistant Village Manager *ER.*

**RE:** 1430 Deerpath Lane - ZONING VARIATION REQUEST [#2015 – 06]

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## GENERAL BACKGROUND

The subject property is located at 1430 Deerpath Lane. The property is zoned R-1A Single Family and is legal non-conforming with regard to the maximum permissible building coverage and impervious surface coverage. The property includes a two-story single-family home with attached two-car garage.

The petitioners are requesting variations from Table 7-2 to exceed the maximum permissible building coverage and impervious surface coverage in order to install a 60 square foot storage shed.

	Code Requirement	Proposed
<b>Lot Area</b>	6,700 SF	7,000 SF (existing)
<b>Lot Width</b>	55'	70' (existing)
<b>Lot Depth</b>	90'	100' (existing)
<b>Building Coverage</b>	30%	31.9% (existing) 32.8% (proposed)
<b>Impervious Surface Coverage</b>	50%	63.3% (existing) 59.3% (proposed)

According to the petitioners, they installed a brick paver patio to the west and north of the existing home in 2008. The patio was installed without obtaining a Village building permit. At the time the patio was installed (under the old Zoning Code) the Village did not have impervious surface coverage requirements. However, the installation of the patio would have been subject to the Village's Storm Water Management Ordinance and would have been required to undergo engineering review. Whether the patio would have been allowed to be installed in its current size and configuration (1,204.5 square feet), would have been dependent on the results of the engineering review. Prior to the installation of the patio, the total impervious surface coverage on the property was 46%. Installation of the paver patio resulted in increasing the impervious surface coverage by 17.3% for a total impervious surface coverage of 63.3%.

The property is legal non-conforming with regard to the maximum permissible building coverage (30%). The existing home on the property is 2,232.34 square feet, resulting in a building coverage of 31.9%. The

proposed 60 square foot shed would result in an increase to the building coverage of 0.87% for a total building coverage of 32.8%.

In 2014, the petitioners applied for a permit to install a storage shed. The petitioners are requesting to install the shed in order to store construction tools and equipment and to avoid the inconvenience and cost of storing the materials off-site. The permit was denied because the petitioners had failed to obtain a permit for the work previously completed and because the property already exceeded the maximum permissible impervious surface coverage and building coverage. The petitioners subsequently applied for a variation from these standards. The petitioners are proposing to remove a portion of the existing brick paver patio (334 square feet) to reduce the existing impervious surface coverage and would like to install a new 60 square foot shed. The shed would be constructed on concrete piers and raised 8" off the ground with a gravel based under the shed. The petitioners are proposing to install rain gutters on the shed that will drain to a rain barrel to assist with storm water management on the site.

#### **ANALYSIS**

In evaluating this request, the Zoning Board of Appeals should apply the following standards:

- a. Undue Hardship
- b. Unique Circumstances
- c. Essential Character of the Locality

According to the Zoning Code, a variation request must meet each of the following criteria in order for a variance to be granted.

a. Undue Hardship

***Will the strict application of the terms of the Zoning Code result in undue hardship unless specific relief is granted?***

The petitioners assert that installation of the shed is necessary in order to store a large amount of construction tools and equipment. They assert that strict application of the Zoning Code would result in them incurring off-site storage fees and being inconvenienced by not having the materials available on site.

*It is not unusual for homeowners to rent off-site storage facilities when their storage needs exceed the capacity of their residence. Homeowners must constantly manage their possessions in the context of their property and its ability to accommodate their needs.*

b. Unique Circumstances

***Is the plight of the owner due to unique circumstances inherent to the subject property and not from the personal situation of the owner?***

The petitioners assert that the variations are needed as their residence already exceeds the maximum permissible building coverage without any modifications. Additionally, they assert that a number of residents in the area (approximately 25%) also have storage sheds or other exterior storage, which the petitioners believe demonstrates the need for additional storage by many homeowners. The petitioners believe that the variations are needed in order to allow for additional storage due to the existing limitations of the property.

*As previously noted, the petitioners' residence currently exceeds the maximum permissible building coverage and is therefore legal non-conforming under the Zoning Code. The petitioners are therefore prohibited from adding additional structures above 30" on the property, which is an existing limitation of the property that was not a result of any action taken by the petitioners.*

*However, the property exceeds the maximum permissible impervious surface coverage allowed under the Zoning Code as a direct result of the brick paver patio that the petitioners installed. Removal of a portion of the patio may reduce the degree of the overage, but the overage still exists as a result of actions taken by the petitioners.*

**c. Essential Character of the Locality**

***Would the variation, if granted, alter the essential character of the locality?***

The petitioners assert that the installation of the shed would not alter the character of the neighborhood as many nearby property owners have similar storage.

*The installation of a 60 square foot shed is consistent with other types of exterior accessory structures commonly constructed in the area. However, allowing for increased impervious surface coverage beyond what is permitted under the Zoning Code in order to accommodate the shed could result in the property being out of character with surrounding properties.*

**STAFF RECOMMENDATION**

The petitioners need for relief is due to their desire to reduce the cost and eliminate the inconvenience of storing materials off-site. While the need for building coverage relief is not due to the actions of the homeowners, the need for impervious surface coverage relief is a direct result of the brick paver patio installed by the homeowners (for which a building permit may or may not have been approved under Storm Water Management review).

Should the Zoning Board find that the standards for a variation are met, staff recommends the variations be conditioned upon the petitioners applying for a storm water management review of the brick paver

patio and that the petitioners be required to remove/reconstruct the patio to comply with the findings of the review (see attached letter from Hancock Engineering dated August 5, 2015).

**DOCUMENTATION**

- Application for Zoning Variation with Attachments
- Letter from Hancock Engineering dated August 5, 2015
- Letter to Adjacent Property Owners

C: James and Leana McDowell - Petitioners  
Julia Cedillo, Village Manager  
Dean Maggos, Director of Fire & Building  
Cathy Keating, Village Attorney

# Zoning Board Agenda Memo

**Date:** November 17, 2015

**To:** Eric Boyd, Zoning Board Chair

Members of the Zoning Board of Appeals

**From:** Emily Rodman, Assistant Village Manager *ER*

**RE:** 1430 Deerpath Lane - ZONING VARIATION REQUEST [#2015 – 06] - Update

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## **GENERAL BACKGROUND**

At the August 18, 2015 Zoning Board of Appeals meeting, the ZBA held a public hearing for Zoning Variation Request #2015-06, to consider a request for the property located at 1430 Deerpath Lane. The petitioners are requesting a variation to increase the permissible building coverage from 30% to 32.8% (currently 31.9%) and to increase the permissible lot coverage from 50% to 59.3% (currently 63.3%).

In 2007, the petitioners installed a brick paver patio on the subject property. Because the patio was installed without permit, the Village did not conduct a storm water management review of the patio to determine what on-site storm water management systems needed to be provided in order to mitigate the storm water impacts from the additional impervious surface. As result, whether or not the brick paver patio would have been allowed to be installed at the time is unknown.

The ZBA accepted testimony into the record, including testimony from neighboring property owners opposed to the variation request. Due to the unknown storm water impacts related to the existing patio, the ZBA directed the petitioners to undertake a storm water management review with the Village and voted to continue the public hearing until the September 15, 2015 ZBA meeting. Due to the time required to complete the study, the petitioners were unable to complete the work by September 15, 2015 and requested the public hearing be continued further until the November 17, 2015 meeting.

## **STORM WATER REVIEW**

The petitioners have completed the required storm water management review for the brick paver patio. The existing patio is 1,388 SF and the petitioners are proposing to remove 334 SF of the patio. In order to mitigate the impacts of the remaining patio (1,054 SF) and the proposed shed (58 SF), the petitioners will need to install a dry well approximately 21' x 7' and 6.5' deep. The Village Engineer has reviewed the plan and concurs with its findings (see attached letter from Hancock Engineering). A copy of the storm water management plan is attached to this memo.

## **STAFF RECOMMENDATION**

While the results of the storm water management review are informative, staff does not believe the findings impact whether the application meets the standards for a variation as set forth in the Zoning Code. Please refer to the August 18, 2015 Zoning Board of Appeals Agenda Memo (attached) for additional details and staff analysis regarding the variation request.

## **DOCUMENTATION**

- Letter from Hancock Engineering dated November 5, 2015
- Storm Water Management Plan – Site/Grading Plan dated October 26, 2015
- Aerial Photo of 1430 Deerpath Lane
- August 18, 2015 Zoning Board of Agenda Memo

C: James and Leana McDowell - Petitioners  
Julia Cedillo, Village Manager  
Dean Maggos, Director of Fire & Building  
Cathy Keating, Village Attorney  
Paul Flood, Village Engineer

**FINDINGS OF FACT**  
**VILLAGE OF LA GRANGE PARK ZONING BOARD OF APPEALS**  
**1430 DEERPATH LANE**  
**CASE NO. 2015-06**

**WHEREAS**, James and Leana McDowell, referred to as the "Applicants," on or about July 7, 2015, filed an Application for Variation to seek approval to exceed the maximum permissible building coverage and lot coverage for property located at 1430 Deerpath Lane, referred to as "Subject Property"; and

**WHEREAS**, the Applicants are requesting the following variations for the Subject Property:

- 1) From Table 7-2 to exceed the maximum permissible building coverage of 30% by 2.8%; and
- 2) From Table 7-2 to exceed maximum permissible impervious surface coverage by 9.3%.

**WHEREAS**, a public hearing was held before the Zoning Board of Appeals of the Village of La Grange Park, Illinois, August 18, 2015 and November 17, 2015, pursuant to notice and publication as required by law; and

**WHEREAS**, the public hearing was opened at 7:00 p.m. on August 18, 2015, and continued to November 17, 2015 where pursuant to unanimous vote of the Zoning Board of Appeals on November 17, 2015 the public hearing was concluded; and

**WHEREAS**, based upon documentary evidence and testimony presented by Applicant and members of the public, the Zoning Board of Appeals makes the following Summary of Facts, and pursuant to Section 4.3.F of the La Grange Park Zoning Code, makes the following Findings of Fact:

The subject property is located at 1430 Deerpath Lane. The property is zoned R-1A Single Family and is legal non-conforming because it currently exceeds the maximum permissible building coverage and impervious surface coverage. The property is improved with a single-story single-family home and an attached two-car garage. The petitioners are requesting variations from Table 7-2 to exceed the maximum permissible building coverage and impervious surface coverage in order to install a 60 square foot storage shed.

**FINDINGS OF FACT**

1. **The strict application of the terms of this Zoning Code will result in undue hardship unless the specific relief requested is granted.**

The Applicant stated that he has several large pieces of construction equipment that he uses and lends to organizations. He will have to pay \$2,500.00 a year to rent a storage space; he felt that was a hardship, since other homeowners have a storage shed. It is not unusual for homeowners to rent off-site storage facilities when their storage needs exceed the capacity of their residence. Homeowners must constantly manage their possessions in the context of their property and its ability to accommodate their needs. A financial hardship does not warrant granting of a variation from the Zoning Code.

- 2. The plight of the owner is due to unique circumstances inherent to the Subject Property and not from the personal situation of the owner.**

The Applicants' residence currently exceeds the maximum permissible building coverage and is therefore a legal non-conforming structure under the Zoning Code. The Applicants are therefore prohibited from adding additional structures on the property, which is an existing limitation of the property that was not a result of any action taken by the petitioners.

However, the property exceeds the maximum permissible impervious surface coverage allowed under the Zoning Code as a direct result of the brick paver patio that the Applicants installed (without permit). Removal of a portion of the patio may reduce the degree of the overage, but the nonconformity still exists as a result of actions taken by the Applicants.

- 3. The variation, if granted, will not alter the essential character of the locality.**

The installation of a 60 square foot shed is consistent with other types of exterior accessory structures commonly constructed in the area. However, allowing for increased impervious surface coverage beyond what is permitted under the Zoning Code in order to accommodate the shed could result in the property being out of character with surrounding properties.

A Motion was made to deny the request for the variation from Table 7-2 to exceed the maximum permissible building coverage outlined above. The Zoning Board of Appeals voted as follows:

**AYES:** Domagalski, Griffin, Lee, Studwell

**NAYS:** Bartholomai

**ABSENT:** Boyd, Lampert

A Motion was made to deny the request for a variation from Table 7-2 to exceed the maximum permissible impervious coverage outlined above. The Zoning Board of Appeals voted as follows:

**AYES:** Domagalski, Griffin, Lee

**NAYS:** Bartholomai, Studwell

**ABSENT:** Boyd, Lampert

**RESPECTFULLY SUBMITTED** this 2<sup>nd</sup> day of December.

**VILLAGE OF LA GRANGE PARK  
ZONING BOARD OF APPEALS**

By: \_\_\_\_\_



**MINUTES  
ZONING BOARD OF APPEALS  
VILLAGE OF LA GRANGE PARK  
August 18, 2015  
Village Hall  
447 N. Catherine Avenue  
La Grange Park, Illinois  
7:00 P.M.**

**1. Convene Meeting**

Chairman Boyd convened the meeting of August 18th to order at 7:00 p.m. on Tuesday, August 18th, 2015, in the Board Room of the Village Hall, 447 N. Catherine Avenue, La Grange Park, Illinois.

Committee Members Present: Eric Boyd- Chairman  
Caroline Domagalski  
Jim Lee  
Christopher Studwell

Committee Members Absent: Anthony Griffin  
William Lampert

Also Present: Assistant Village Manager Emily Rodman  
Village Clerk Amanda Seidel  
Village Attorney Cathy Keating  
Fire Chief Dean Maggos

**2. Public Comment**

Chairman Boyd read the Rules for Public Comment with a limit of 3 minutes. Jim Mills of 213 Huntington Court commented on the need for paving of streets including Finsbury, Timber Lane, and Huntington. Assistant Village Manager Rodman commented that Finsbury and Pine Tree Lane will be paved in the fall of 2015 and she will look at the paving program and get back to him.

**3. Approval of Minutes- July 21, 2015**

*Member Domagalski made a motion to approve the minutes of July 21, 2015. The motion was seconded by Member Studwell and passed unanimously by voice vote.*

**4. Public Hearing 2015-05 to consider an Application for Variation for 1618 Finsbury Lane, La Grange Park**

Chairman Boyd read the Notice of Public Hearing into the record and the court reporter transcribed the hearing verbatim. At the conclusion of the testimony, upon a motion by Commissioner Domagalski and seconded by Commissioner Studwell, the ZBA voted to close the public hearing.

Discussion began over whether the petitioner met the three standards for a variance: undue hardship, unique circumstances, and essential character of the locality. The petitioner's generator and the rear yard of the house were discussed. Member Lee commented that he did not feel the standards for a variance were met. Member Studwell mentioned how he was conflicted and how there are rules for a reason and at this time he does not see that a variance is absolutely necessary. Member Domagalski commented on the issue with follow-through with the petitioner and the Village, she also commented how she is sympathetic to the petitioner however does not want to set a precedent. Chairman Boyd commented how he thinks the 3 standards have been met due to there not being room at the back of the house for the generator. Chairman Boyd also reiterated to the petitioner that he could have presented a clearer case including pictures of the rear of the house. *At the end of discussion Member Domagalski made a motion to approve a variance for 1618 Finsbury Lane. Chairman Boyd seconded the motion. Boyd-YES Domagalski-YES Studwell-NO Lee-NO. Motion failed.*

There was a short delay due to the tornado warning and having to evacuate to the community room. Chairman Boyd reconvened the meeting at 8:20pm.

**5. Public Hearing 2015-06 to consider an Application for Variation for 1480 Deerpath Lane, LaGrange Park**

Chairman Boyd read the Notice of Public Hearing into the record and the court reporter transcribed the hearing verbatim.

*There was a motion by Member Studwell to the Public Hearing until the next meeting to incorporate further testimony and feedback from the Village Engineer. The motion for continuance was seconded by Member Lee and passed unanimously on a roll call vote.*

**6. Adjournment**

When there was no further discussion Chairman Boyd asked for a motion to adjourn. *The motion to adjourn was made by Member Domagalski and seconded by Member Studwell. The motion to adjourn passed unanimously on a voice vote.* With no further business to come before the Committee, Chairman Boyd declared the meeting adjourned at 8:55 p.m.

Respectfully Submitted



Amanda G. Seidel  
Village Clerk

**MINUTES  
ZONING BOARD OF APPEALS  
VILLAGE OF LA GRANGE PARK  
November 17, 2015  
Village Hall  
447 N. Catherine Avenue  
La Grange Park, Illinois  
7:00 P.M.**

**1. Convene Meeting**

Assistant Village Manager Emily Rodman convened the meeting of November 17, 2015 to order at 7:00 p.m. on Tuesday, November 17, 2015, in the Board Room of the Village Hall, 447 N. Catherine Avenue, La Grange Park, Illinois.

Ms. Rodman announced that Chairman Eric Boyd would be absent for a meeting and called for a motion to appoint a Chairman Pro Tem. Ms. Domagalski made a motion to appoint Mr. Christopher Studwell as Chair Pro Tem. Motion was seconded by Mr. Lee and passed unanimously by vote.

**Committee Members Present:**

Robert Bartholomai  
Caroline Domagalski  
Anthony Griffin  
Jim Lee  
Christopher Studwell – Chairman Pro Tem

**Committee Members Absent:**

Eric Boyd  
William Lampert

**Also Present:**

Assistant Village Manager Emily Rodman  
Village Attorney Cathy Keating  
Village Engineer Paul Flood  
Fire Chief Dean Maggos

**2. Public Comment**

Chairman Pro Tem Studwell asked if there was any public comment related to non-agenda items. There was none.

**3. Approval of Minutes- September 15, 2015**

Ms. Domagalski made a motion to approve the minutes of September 15, 2015 as presented. The motion was seconded by Mr. Griffin and passed unanimously by voice vote.

**4. Public Hearing 2015-06 (continued public hearing case) – To Consider a Petition for a Zoning Variation on Property Located at 1430 Deerpath Lane**

Chairman Pro Tem Studwell announced that this hearing was a continuation of a public hearing opened on August 18, 2015. He called for a motion to re-open the public hearing. Ms. Domagalski motioned to re-open the public hearing, which was seconded by Mr. Griffin. Motion passed unanimously by voice vote. At the conclusion of the testimony, upon a motion by Ms. Domagalski and seconded by Mr. Lee, the ZBA voted unanimously to close the public hearing.

Discussion began over whether the petitioner met the three standards for a variance: undue hardship, unique circumstances, and essential character of the locality. Mr. Lee commented that while the information from the completed storm water management plan was helpful, he did not feel that the petitioner met the standards for hardship or unique circumstance as he believed the need for the zoning variation was self-created. Mr. Griffin commented that while he believes the standard regarding essential character of the locality had been met, as installation of storage sheds is not uncommon in the neighborhood, he did not feel the petitioner met the standards regarding hardship or unique circumstance. Ms. Domagalski stated she was sympathetic to the petitioners' circumstances but that the standards for qualifying for a variation are high that she did not believe the petitioners' application met the standards. Mr. Bartholomai commented that he felt the application met the standard regarding not being detrimental to the essential character of the locality. Chairman Pro Tem Studwell stated that while he appreciated the petitioners attempt to reduce the impact of the existing paver patio, he did not feel their case was compelling enough to support that the standards for a variation had been met. At the conclusion of the discussion Mr. Lee made a motion to deny a variation for 1430 Deerpath Lane from Table 7-2 of the La Grange Park Zoning Code to exceed the maximum permissible building coverage of 30% by 2.8%. Ms. Domagalski seconded the motion.

*Bartholomai – NO*

*Domagalski – YES*

*Griffin – YES*

*Lee – YES*

*Studwell – YES*

*Motion passed.*

Mr. Lee then made a motion to deny a variation a variation for 1430 Deerpath Lane from Table 7-2 of the La Grange Park Zoning Code to exceed the maximum permissible impervious lot coverage of 50% by 9.3%. Ms. Domagalski seconded the motion.

*Bartholomai – NO*

*Domagalski – YES*

*Griffin – YES*

*Lee – YES*

*Studwell – NO*

*Motion passed.*

## 5. Adjournment

When there was no further discussion Chairman Pro Tem Studwell asked for a motion to adjourn. The motion to adjourn was made by Ms. Domagalski and seconded by Mr. Griffin. The motion to adjourn passed unanimously by voice vote. With no further business to come before the Committee, Chairman Boyd declared the meeting adjourned at 7.35 p.m.

Respectfully Submitted



Emily Rodman  
Assistant Village Manager



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1 BOARD MEMBERS PRESENT:

- 2 MR. ERIC BOYD, Chairman  
3 MS. CAROLINE DOMAGALSKI, Member  
4 MR. JIM LEE, Member  
5 MR. CHRISTOPHER STUDWELL, Member

6  
7 ALSO PRESENT:

- 8 MS. EMILY RODMAN, Assistant Village  
Manager  
9  
10 MS. AMANDA G. SEIDEL, Village Clerk  
11 MS. CATHLEEN M. KEATING, Village  
Attorney  
12 CHIEF DEAN J. MAGGOS, Director of Fire,  
Building and Emergency Management

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14  
15 PRESENT FOR THE PETITIONER:

- 16 MR. JAMES McDOWELL  
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1 CHAIRMAN BOYD: We're going to start the second  
2 public hearing now. This is for a variation with  
3 respect to 1430 Deerpath Lane, zoning variation  
4 request 2015-06. I will read the notice of public  
5 hearing into the record first.

6 "Notice is hereby given that  
7 on August 18th, 2015 a public  
8 hearing will be held before the  
9 Zoning Board of Appeals of  
10 LaGrange Park, Illinois, in the  
11 Village Hall at 447 North  
12 Catherine Avenue at 7:00 p.m.  
13 or soon thereafter for the  
14 purpose of considering an  
15 application for zoning varia-  
16 tion on property zoned as R-1A,  
17 Residential District, located at  
18 1430 Deerpath Lane, LaGrange  
19 Park, Illinois legally described  
20 as follows."

21 And I will skip the legal description.

22 "The petitioner is requesting  
23 variations to exceed the permis-  
24 sible building lot coverage and

4

1 to exceed the permissible  
2 impervious surface coverage.  
3 These variations if approved  
4 would allow the installation of  
5 a 60-square-foot shed.

6 The application for zoning  
7 variation and description of  
8 proposed use are available for  
9 examination during normal office  
10 hours at the LaGrange Park  
11 Village Hall, 447 North Catherine  
12 Avenue, LaGrange Park, Illinois.  
13 All interested parties are  
14 invited and welcome to attend the  
15 hearing. All persons interested  
16 in providing testimony at the  
17 hearing are welcome to do so."

18 Let's first ask everyone who is going to  
19 be presenting testimony today either for or against  
20 the variance to stand and be sworn in.

21 (Whereupon the witnesses were duly  
22 sworn by the Notary.)

23 CHAIRMAN BOYD: Let's begin with the petitioner.  
24 Who is presenting for the petitioner? Why don't you

1 stand up and state your name and address.

2

3 J A M E S M c D O W E L L,

4 having been first duly sworn, testified as follows:

5 I am James McDowell, 1430 Deerpath Lane  
6 in the village. My wife and joint property owner  
7 is in the audience. Our address is in the Sherwood  
8 development.

9 CHAIRMAN BOYD: Mr. Dowell, speak into the  
10 microphone.

11 MR. McDOWELL: We have a single-story ranch house  
12 built approximately 60 years ago. We're requesting  
13 a variance to the allowable building coverage and  
14 impervious surface code. The request would allow us  
15 to build a storage shed in the back while retaining a  
16 small paver walkway right across the back of the house  
17 to get to the shed and move anything in or out. We'd  
18 use the shed to store yard furniture, tools and yard  
19 equipment, free up garage space for other storage  
20 which primarily is going to be some of my tools. They  
21 have a higher value and I would as soon not like to  
22 have them out in the isolated shed.

23 The issue is we have a patio in back that  
24 was installed in approximately 2007 or 2008 before

6

1 the current regulation on impervious surface limits  
2 was adopted. The patio was installed without request-  
3 ing a permit at that time. Ignorance of the require-  
4 ment is no excuse, but we had estimates from three  
5 contractors and none of them said anything about  
6 getting a permit. We've had people doing electrical  
7 work, fence, roofing, everyone said you need a  
8 permit; we'll pull it, you pull it. Nothing came  
9 from three of the contractors on the patio. Also  
10 the cities we lived in previously did not require a  
11 permit for a patio with the exception of Chicago,  
12 and that was only if you were putting in over 7500  
13 square feet of impervious surface. Then you had to  
14 get a permit. Otherwise we had no experience with  
15 needing that.

16           If a variation is granted we are in agree-  
17 ment to contract with an engineering firm for a  
18 stormwater management plan acceptable to the village  
19 as part of the permitting process. We recognize  
20 there have been problems with water --

21                   (Following an interruption the  
22                   hearing was continued as follows:)

23           MR. McDOWELL: What I was saying when we were  
24 interrupted with the storm which will probably result

1 in water when we go back, we recognize there are  
2 problems in the area with stormwater getting into  
3 basements. That's been a problem in a number of  
4 houses in our area. We have seen indications of that  
5 in our house when there was water -- looked like water  
6 damage or water marking on some of the basement walls.  
7 In 1998 the current homeowner at that time contracted  
8 with Perma-Seal and went with the Perma-Seal treatment,  
9 and we have never had water in the ten years we have  
10 been there. So we are fortunate not having that.

11 Right now it's a concern of the neighbors,  
12 and right now because of the water issues in the  
13 area the shed plans that we submitted -- Is this  
14 still okay? I am not sure if I am coming through or  
15 not.

16 CHAIRMAN BOYD: You're fine.

17 MR. McDOWELL: The shed plans we submitted call  
18 for the shed to be built on six eight-inch concrete  
19 piers raised five inches up off the ground. So we're  
20 not right on the water surface. Total surface area  
21 of those columns would be approximately two feet.  
22 The plan submitted has gutters which would drain into  
23 a rain barrel. If we have too much rain to handle  
24 in the standard rain barrel there is an overflow that

8

1 will go into a four-inch perforated pipe in the gravel  
2 bed underneath the shed. So really as far as I am  
3 concerned I am not really impacting a lot of the  
4 drainage in that area.

5           Also just in trying to work to alleviate  
6 any water problems, when we moved in we took out a  
7 lot of vegetation that was overgrown or dying, we  
8 put in about 125 feet of four-inch perforated drain  
9 pipe around the perimeter of the inside of our yard  
10 in the back, put in a gravel bed, added -- It doesn't  
11 go anywhere. It's just what we viewed as being sort  
12 of a reservoir to hold water that would seem to be  
13 coming around there. So that was basically what we're  
14 asking for a variation for for the shed.

15           As part of the input from the village it  
16 was noted -- I think that comes up as one of the  
17 conditions we need to meet for variations about  
18 hardship. As part of the input from the village it  
19 was noted that many people pay to rent storage and  
20 it is their responsibility to manage their belongings  
21 to match available space. I would note that through  
22 casual observation approximately 25% of the houses  
23 in our development have either a storage shed, which  
24 in many cases is significantly larger than what we

1 want to put in, or have some other external storage  
2 which I think indicates that one in four needs some  
3 additional space. And our shed would not be out of  
4 place.

5 That's all I can say about it right now.  
6 I can answer questions or I think we'll have some  
7 other comments.

8 CHAIRMAN BOYD: Okay. Let's go with those other  
9 comments and we'll ask you to come back up. Is your  
10 name Dowell?

11 MR. McDOWELL: McDowell.

12 CHAIRMAN BOYD: Yes, sir? There is a three-  
13 minute limit.

14

15 J A M E S B I G A N E,  
16 having been first duly sworn, testified as follows:

17 My name is James Bigane, B-i-g-a-n-e. I  
18 live at 1434 Deerpath. I have lived at 1434 Deer-  
19 path for 31 years.

20 Before my neighbors moved in and bricked  
21 up a great portion of his backyard most likely  
22 without a permit I never had any water problems.  
23 And in this letter I received 590 square feet of  
24 impervious surface he has bricked up. And the

10

1 village allowed this? I don't think so. And I  
2 still see him mixing concrete for who knows what.  
3 Foundation for a shed? I don't know. Please come  
4 to my house and see for yourself how much land he  
5 has bricked. Believe me, this 590 square feet seems  
6 short to me. My neighbors have seen his yard and  
7 can't believe it and take great sympathy with me.

8           Last night I pumped water for three hours  
9 out of my backyard. As I was pumping out I could  
10 watch water flowing from his yard into mine. His  
11 yard floods worse than mine. And I am pumping his  
12 yard also. I am so tired of this. Back in May or  
13 June we had another heavy rainfall. I have an  
14 incurable disease and was receiving medical attention.  
15 The medical technicians told me how hard it was  
16 raining. I knew I was doomed. I told the medical  
17 staff I needed to cut short my treatment. The head  
18 nurse fully objected to me leaving early. I told  
19 her my wife was incapable of dealing with flooding  
20 as she is very ill herself. I rushed home. Too  
21 late. Water was already in my basement. I started  
22 pumping my yard out. This was when I discovered water  
23 flowing from his yard into mine. And I am the poor  
24 sap getting hammered. I am tired. I am very ill.

1 Help me, please.

2 All three of my neighbors north of me get  
3 water. We do not need to make this situation worse.  
4 I have talked to the new neighbor that lives south  
5 of him and he told me he has gotten water, and this  
6 was before we had any heavy rains. I don't know how  
7 he fared last night. One of my neighbors wanted to  
8 put up a deck. He went through the proper channels  
9 and the village told him it was too big. He could  
10 have gone ahead and built it and the village would  
11 never have known about it, but he complied and down-  
12 sized it. His deck is five feet high, is not  
13 obstructing any water. He obeyed the village rules.

14 When I learned my neighbor was planning to  
15 put up a shed I was hot. How much more water was  
16 going to be displaced? I called Rob, the building  
17 inspector, told him about all my water problems and  
18 my neighbor was about to displace more water. Rob  
19 assured me that it was not permissible. Yet my  
20 neighbor carried on with I don't know -- with his  
21 foundation.

22 I cannot go away for any period of time  
23 for fear of flooding. I have had U.S. Waterproofing  
24 out countless times. Every time we get a heavy rain

12

1 my wife cries. I want to cry. Please help me. I  
2 am too old and ill to deal with any more water than  
3 I am now. I have mops, towels, fans for anyone  
4 wanting to help me if you approve this shed. Why do  
5 I need to stand here and fight to keep my house dry  
6 when he is already 590 square feet over the allowable  
7 impervious surface limit? I am just a small law-  
8 abiding citizen in this town. I don't want to see  
9 any more water. I don't even want to see a dog house.  
10 I am tired. Please help me. Thank you.

11 CHAIRMAN BOYD: Thank you. Anyone else?

12

13 BERNARD GREIG,

14 having been first duly sworn, testified as follows:

15 Bernard Greig, G-r-e-i-g, 1425 Deerpath  
16 Lane, LaGrange Park. I am a registered professional  
17 engineer in the State of Illinois.

18 I have reviewed Mr. McDowell's plans. I  
19 have concluded that he has done everything that is  
20 conceivably possible to minimize the impact that his  
21 shed would have upon the impervious surface. As he  
22 stated, the rainwater from the shed will actually  
23 drain underneath the shed. So, therefore, the impact  
24 of his shed construction will be negligible.

1           I sympathize with the neighbor's plight,  
2 but I think he stated his yard floods and everybody's  
3 yards floods in the backyard there. And I think  
4 that is a generic problem relating to probably the  
5 lack of drainage or the lack of maintenance of the  
6 drainage system that was installed in the rear of the  
7 properties when the subdivision was constructed.

8           CHAIRMAN BOYD: Thank you.

9

10                   M I K E   F L E M I N G,  
11 having been first duly sworn, testified as follows:

12                   My name is Mike Fleming. I live at 1422  
13 Deerpath. And my profession is a professional  
14 architect and I am employed by the Metropolitan  
15 Water Reclamation District. And stormwater is very,  
16 very close to our hearts.

17                   The request to exceed the allowable building  
18 lot coverage by 60 square feet and to exceed the  
19 allowable impervious surface coverage by 590 square  
20 feet will affect the stormwater situations on Deerpath  
21 and most likely not just each neighbor but a radius  
22 around this property. Given the rain that fell  
23 yesterday, with using the USGS rain gauge at Salt Creek  
24 in Oak Brook, we got 2.3 inches in about an hour and

14

1 45 minutes. It's not a tremendous rain, but the  
2 requested variance, the 590 plus the 60 square feet,  
3 forced an additional 932 gallons of water to go to  
4 the neighbors' property because his entire backyard  
5 is brick along with the entire north side yard. If  
6 you go -- I have not seen it, but if you go to Google  
7 Maps you can get an indication of the extent of the  
8 bricking. 932 gallons. I can't even imagine 932  
9 milk cartons. I can better imagine 24 40-gallon rain  
10 barrels distributed to the neighbors' property.

11           Okay. As you know, the backyards in Deer-  
12 path are lower than the front yards. That's the way  
13 they were built. And there's only an antiquated  
14 system draining the rear yards out to the storm  
15 sewer in Deerpath which leads to Salt Creek. Some  
16 of these -- Well, the system was put in when the  
17 houses were built but it was never deeded nor made  
18 public nor any easements created for the village  
19 to maintain these. Therefore, your village engineer  
20 has told me they are private systems.

21           What happens at my house because I am at  
22 the low point of Deerpath, I have a storm sewer drain  
23 in front of my house. My neighbor across the street  
24 has one. Deerpath floods up. That's okay. It's not

1 a best practice management, but storing in the streets  
2 is okay. It beats basements. What happens with my  
3 storm drain is that when Deerpath floods so much it  
4 creates a hydrostatic hit to my yard drain and my  
5 backyard floods relieving Deerpath thereby flooding  
6 my house.

7           Okay. I wish our yards could take more,  
8 but underlying our black dirt by eight or ten inches,  
9 eight to twelve inches is that the layer of clay that  
10 formed Lake Chicago thousands of years ago. It held  
11 Lake Chicago for a long, long time. It is not going  
12 to let water through.

13           The additional load caused by the current  
14 and the requested variation places additional demands  
15 on the neighboring houses. I have tried to mitigate  
16 some of it. I have got more to do at my own cost,  
17 but I cannot take care of his water on my property  
18 and I am not even next to him. Thank you.

19           I guess the only other thing I would like  
20 to say is I would respectfully request that the zoning  
21 variation be denied and if at all possible ensure that  
22 the existing conditions are modified to meet the code  
23 requirements.

24           CHAIRMAN BOYD: Thank you, Mr. Fleming. Anyone

16

1 else?

2

3 L E A N A M c D O W E L L,

4 having been first duly sworn, testified as follows:

5 I am Leana McDowell. I am the owner with  
6 my husband of the house at 1430 Deerpath Lane.

7 The way the street is designed or the area  
8 is designed is that the developer failed to put in  
9 any kind of drainage around the houses on the outside  
10 nor the inside. We are fortunate in that our previous  
11 owner ended up putting in a Perma-Seal system that was  
12 a perimeter inside the basement so we do not flood.  
13 Apparently a lot of people have had that issue. What  
14 I am interested in finding out is how my neighbor,  
15 Mr. Bigane, who is north of us and is on higher land  
16 is getting our water because our water would typically  
17 be going to the south. We took a transit and we saw  
18 the distance, and Mr. Fleming's property would be the  
19 lowest. So it's coming in a southward direction.

20 The area has always had flood problems  
21 which we didn't know when we moved in. We were unaware  
22 that that was existing. We heard there were some  
23 water issues, but what we did was we ended up putting  
24 as my husband described a perimeter drain around our

1 property to absorb anything that came around to take  
2 the overflow. But we can't take everybody's overflow  
3 and we didn't realize the extent that these people --  
4 the problems they were having because their basements  
5 are flooding as are a lot of other people on the other  
6 side and so forth.

7           That Mannheim Road coming down doesn't help.  
8 The whole slant comes down toward Scottsdale and then  
9 to Deerpath. Why a developer would ever build back-  
10 yards that are lower than the front yards is beyond  
11 me. And I'm sorry we didn't discover that before we  
12 moved into the area.

13           We were willing to -- We are willing if we  
14 get this variance that we will remove a good portion  
15 of that paver block that's in the back. I don't know  
16 if you heard my husband say that because we had the  
17 fire drill or our little tornado run to the basement  
18 drill if that was heard. But we are more than happy  
19 to comply and get that in compliance with the village  
20 code or as close to the village code as possible. So  
21 I think my understanding is that if we are granted  
22 this we will try and be as compliant as possible.  
23 Being that we are putting a shed on pillars or piers  
24 automatically allows all the rainwater to go under-

18

1 neath it. We are not covering up any more land. And  
2 we will be removing paver blocks in order to accommo-  
3 date the requirements.

4 So that's all I have. Anything else, Jim,  
5 I should mention?

6 MR. McDOWELL: No, I will.

7 CHAIRMAN BOYD: He will have another chance to  
8 speak.

9 MS. McDOWELL: Thank you.

10 CHAIRMAN BOYD: Mr. Fleming?

11 MR. FLEMING: May I respond to one comment  
12 Mrs. McDowell made?

13 CHAIRMAN BOYD: Yes, you may. Keep it short.

14 MR. FLEMING: She indicated our homes were built  
15 without foundation drainage. That's not quite true.  
16 At least in my home I have an original sump pit, new  
17 sump pumps and new back-ups but footing drain tile,  
18 etc. I know my neighbor to the south used to have it.  
19 Don't know what they did with that two-story addition  
20 on it. And I know the neighbor to my north has a  
21 foundation drainage system. So I just wanted to  
22 clarify that.

23 CHAIRMAN BOYD: Okay. Thank you. Any other  
24 comments? Yes, sir?

1 MR. GREIG: I will only state about my house.  
2 It has a sump, but the only thing that went into the  
3 sump was the floor drain. There was no perimeter  
4 drains.

5 CHAIRMAN BOYD: Mr. Dowell?

6 MR. McDOWELL: Well, as Mr. Fleming is talking  
7 about, the drain that is in his backyard storm sewer,  
8 in most rains I don't get any water. Last night after  
9 that downpour I had probably three inches of rain  
10 that I believe is coming back from the pipe that feeds  
11 into his backyard and then comes -- It's such -- It  
12 appears to be such a massive backflow on that that  
13 it's flooding -- in this case flooding all the yards.  
14 And I say I walked out there and I had probably three  
15 inches of water standing there. I did note, though,  
16 that about an hour later it was drained. I did not  
17 have any standing water. So I assume that reversed  
18 as the sewers, you know, emptied out. His drain  
19 kicked into effect and took it back out. I think  
20 that's where the majority of water comes.

21 We are also -- all of our houses at least  
22 on this side because the people here now are lower  
23 than than the houses to our west, and as we said  
24 that drains -- Mannheim comes down. But if you look

20

1 in any of our backyards, you look into the neighbor's  
2 backyard behind us they're significantly higher. So  
3 any rainwater that falls on their yards has a tendency  
4 to drain into ours. That's not my issue; that's  
5 just the drainage.

6 CHAIRMAN BOYD: Okay.

7 MS. KEATING: Most of the testimony thus far  
8 has been about stormwater drainage and where the  
9 water is coming from and going to and whether the  
10 the removal of the impervious surface, bricks that  
11 they have the proposed, will improve the water  
12 situation for the neighbors.

13 I just wanted to point out that as part of  
14 the staff's review of this application the village  
15 engineer, Paul Flood, wrote a letter to Emily Rodman  
16 dated August 5th, 2015 in which he said, "A detailed  
17 lot coverage calculation should be submitted identify-  
18 ing the additional impervious area created by the  
19 previously-installed brick pavers that are to remain  
20 and the proposed shed. If this area exceeds the  
21 250-square-foot threshold allowed under village code,  
22 then a stormwater management plan is required." He's  
23 proposing to add a shed but there have already been  
24 brick pavers installed without a permit that exceed

1 that impervious surface maximum. So instead of  
2 everybody debating and the zoning board trying to be  
3 an engineer with all apologies to Mr. Studwell who is  
4 an engineer, you might want to continue the public  
5 hearing and have the village staff and village engineer  
6 go through a stormwater management analysis of the  
7 current site so that they can tell the zoning board  
8 how many brick pavers would have to be removed.  
9 Because right now the applicant is proposing to remove  
10 a certain number of brick pavers, but we really don't  
11 know if that's going to comply with the stormwater  
12 management plan, and we may be spinning our wheels a  
13 little bit here.

14 CHAIRMAN BOYD: Okay. Do we have any other  
15 comments from the audience? I will mention that the  
16 staff received an e-mail from a wandesompel5@gmail.com  
17 on August 4th, 2015 saying, "To whom it may concern:  
18 I am a neighbor two doors down and I receive a lot  
19 of water when it rains, heavy rains. In my basement  
20 is seepage. I do not need any more. Sorry, but I  
21 would not like to see the shed being put up." So I  
22 want to make sure that gets in the record as well.

23 Any more comments?

24 MS. McDOWELL: Mr. Fleming, was that you by any

22

1 chance?

2 MR. FLEMING: No.

3 CHAIRMAN BOYD: Please address comments to me  
4 and then we'll address them. We have a court reporter.  
5 We have got to make sure that we keep a complete good  
6 record.

7 I would ask one question before we have a  
8 motion to close the record. Frankly -- Mr. McDowell,  
9 apologize for getting your name wrong -- I haven't  
10 heard you say anything about the three standards for  
11 the variance and I am really -- Again like we said  
12 the last time I would like you to articulate for this  
13 board why you think your request meets those three  
14 standards before we close the public hearing because,  
15 you know, if you can't do that there is no sense in  
16 even proceeding.

17 MR. McDOWELL: If you can refresh me as we go a  
18 little bit on the three standards. I remember one  
19 is an undue hardship, I believe. Undue hardship  
20 becomes a definitional issue of what I think is undue  
21 hardship. If we do not have the room -- If we  
22 cannot put the shed up and allow me to store what I  
23 want to store there I am going to have to go out and  
24 rent a commercial storage which I believe Emily had

1 indicated well, a lot of people do that. I am saying  
2 a lot of people in my neighborhood don't do that also.  
3 But that would probably entail about \$2500 a year in  
4 my renting external storage. That, I think, is a  
5 hardship for me at my age and being retired.

6 I don't remember -- One of the other ones  
7 was it will not impact the character of the neighbor-  
8 hood. Twenty-five percent of the neighborhood has  
9 sheds already in some cases considerably larger than  
10 what I am talking about putting up. So I don't think  
11 that disturbs the character of the neighborhood.

12 The third one I grasp for because I don't  
13 remember what it was.

14 CHAIRMAN BOYD: The third one is the plight of  
15 the owner is due to unique circumstances inherent in  
16 the subject property, not from the personal situation  
17 of the owner.

18 MR. McDOWELL: I have trouble with that one too  
19 except the house even as it was built is slightly  
20 over the current allowable standards. And I suspect  
21 that applies to a number of those houses. I don't  
22 think there is much unique in our houses. You know,  
23 one to another there were about five basic models.  
24 As built we are something right now about 2% over the

24

1 30% building limit just from the get-go without doing  
2 anything else. So I think it's unique in that we  
3 have such small lots that there's little flexibility  
4 to do anything.

5 CHAIRMAN BOYD: Okay. We are not going to  
6 close the public hearing yet, but we will have the  
7 board ask questions. So let's go down this side.  
8 Mr. Lee?

9 MR. LEE: I will be quick. I have no questions.

10 CHAIRMAN BOYD: Mr. Studwell, questions for the  
11 applicant and staff?

12 MR. STUDWELL: I don't think I have any questions.

13 CHAIRMAN BOYD: Miss Domagalski?

14 MS. DOMAGALSKI: I don't have any questions.

15 CHAIRMAN BOYD: I have a few questions mostly  
16 for the staff. The applicant states that the home  
17 when it was built was legally complying, and I want  
18 to make sure that's correct. Now, right now I am  
19 sure it was legally complying with the impervious  
20 surface coverage issue but we have always had a  
21 building coverage requirement. Isn't that right?

22 MS. RODMAN: You know, I can't speak to what  
23 the code was when the house was built, you know, how  
24 ever many years ago that was.

1           CHAIRMAN BOYD: Can you talk about what the code  
2 was before the recent changes? There was a coverage  
3 requirement. Right? Do you remember?

4           MS. KEATING: There were volume regulations  
5 expressed in cubic feet. Very few people understood  
6 what they were trying to achieve. I don't believe  
7 there was a lot coverage maximum.

8           CHIEF MAGGOS: I think for building coverage  
9 there was a lot coverage at least since 2001. In  
10 that area it probably would have been 30% for single-  
11 family. Prior to that code I am not sure.

12          MS. RODMAN: Presumably it was in compliance  
13 when they got a building permit to build the home.  
14 But what that exact --

15          CHAIRMAN BOYD: That's one thing I would like  
16 the village to check on, and we'll talk more about  
17 that in a second.

18                 And I understand -- this is for staff --  
19 that there wasn't an impervious surface coverage  
20 requirement in 2008 when they built the patio, but  
21 there were other requirements that would have been  
22 in effect like stormwater management and other things.  
23 Is that correct?

24          MS. RODMAN: Yes.

26

1 CHAIRMAN BOYD: So had he gotten a permit at the  
2 time some of these stormwater issues would have been  
3 addressed as part of that permitting process.

4 MS. RODMAN: Yes. So at the time we did not have  
5 an impervious surface requirement in place but the  
6 stormwater management requirements were in place.  
7 They've changed since then, but we did -- Those went  
8 into place I want to say -- we looked that up -- I  
9 want to say 2005, I think.

10 CHIEF MAGGOS: I think 2003, August of 2003 any  
11 new impervious surface of more than 250 square feet --  
12 it was very simple -- was requiring a stormwater  
13 management plan.

14 MS. RODMAN: So that would have been -- Had a  
15 permit been submitted that would have been reviewed  
16 at the time and then a determination would have been  
17 made by the village engineer as to whether or not,  
18 you know -- They put in about a 1200-square-foot  
19 patio that may or may not have been allowed. We  
20 don't know because that review was never conducted.

21 CHAIRMAN BOYD: All right. Mr. McDowell, how  
22 long have you been in the house?

23 MR. McDOWELL: Ten years.

24 CHAIRMAN BOYD: Okay. And I guess I have one

1 other question. Why won't you put the shed on the  
2 brick pavers already there?

3 MS. KEATING: He didn't ask for that.

4 CHAIRMAN BOYD: I know. I am just asking. Why  
5 are you putting it in a place that is not covered  
6 already?

7 MR. McDOWELL: I don't know how I would raise  
8 the shed far enough or high enough to avoid the  
9 occasional flooding that does occur in our yard -- in  
10 my backyard. I am not sure how I would do that unless  
11 I were to pull up brick pavers and put some kind of  
12 piers in there. But I would not want to build any  
13 kind of shed on blocks stacked up like that. I want  
14 to have something a little more solid.

15 CHAIRMAN BOYD: I understand. But your neighbors  
16 are right. You have a lot of brick pavers in your  
17 backyard. And my question is why did you decide to  
18 build a shed in the one area of your yard that isn't  
19 covered already. Why didn't you decide to put it  
20 over here? (indicating) You could rip up some pavers  
21 and put it here. I am just curious.

22 MS. McDOWELL: Because when we originally had  
23 worked with the design that was left open to eventually  
24 put a shed there. That was intentionally done to put

28

1 it in that far southwest corner. And at the time  
2 your codes were different and we could go 10 feet  
3 out. It was all different. We could have built a  
4 bigger shed, and then the code changed and we had to  
5 reduce the size of the shed. That's why it looks the  
6 way it does on the sketch.

7 CHAIRMAN BOYD: Okay.

8 MR. McDOWELL: Mr. Chairman, that was a conscious  
9 decision at the time the whole thing started. We  
10 didn't want to have a shed back where it would be as  
11 visible from the patio or if we have company or were  
12 out entertaining. Let's put it in the corner. There  
13 didn't seem to be anything particularly harmful about  
14 that. Originally until this last iteration as my  
15 wife was saying the only thing that was said it had  
16 to be five feet from the back lot line, three and a  
17 half feet from the side lot line, and the last adoption  
18 it has to be ten feet from the house I assume for a  
19 fire hazard or something of that nature is my guess.  
20 But that left us in sort of an odd configuration  
21 which would have been the same process. We'd be  
22 sitting here in the same discussion whether that had  
23 changed or not. We would still be coming down here  
24 and saying hey, you have got too much impervious

1 surface whether it's eight feet wide or five feet  
2 wide. But that was a conscious decision that we  
3 wanted to keep it back because we also thought that  
4 wouldn't be an area where it would be very visible  
5 to neighbors with some of the vegetation and growth  
6 around there and it wouldn't impact people as they  
7 were -- my neighbor to the south. Their patio is  
8 way on the other end and they wouldn't really see  
9 much of this.

10 CHAIRMAN BOYD: Okay. Thank you. One other  
11 question. You have a garage as part of your house?

12 MR. McDOWELL: A garage is part of the house.

13 CHAIRMAN BOYD: How many cars does that garage  
14 fit?

15 MR. McDOWELL: Two.

16 CHAIRMAN BOYD: Okay. Do you have any idea what  
17 the dimensions of the garage are?

18 MR. McDOWELL: I do not.

19 CHAIRMAN BOYD: All right.

20 MR. McDOWELL: It is not -- Imprecise but it is  
21 not particularly deep front to back. But I don't  
22 know what -- That's imprecise, and I don't know what  
23 the exact dimension is.

24 CHAIRMAN BOYD: Okay. That's all the questions

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1 I have. There was a suggestion that we continue the  
2 public hearing to receive some additional information  
3 from Mr. Flood and possibly village discussion with  
4 the applicant to support the variance petition. I  
5 am okay with that if somebody wants to make that  
6 motion. If we do that we are not going to be able  
7 to make a decision tonight. We'll have to reschedule  
8 this meeting for some other time.

9 MR. STUDWELL: I would like to do that because  
10 we get a little bit more comprehensive information as  
11 part of the package because again we're all speculat-  
12 ing here. And I think that it needs to be weighed  
13 in by a legitimate study on the stormwater management  
14 plan.

15 CHAIRMAN BOYD: So is that a motion to continue  
16 the public hearing?

17 MR. STUDWELL: Continue the public hearing I  
18 would assume next month.

19 CHAIRMAN BOYD: That's when I am assuming too.

20 MR. STUDWELL: I would like to make that motion  
21 that we continue the public hearing next month in  
22 order to incorporate further testimony by stormwater  
23 experts and village engineers.

24 CHAIRMAN BOYD: Second?

1 MR. LEE: Who pays for that?

2 MS. RODMAN: The applicant.

3 MR. LEE: I second.

4 CHAIRMAN BOYD: Discussion? We have a pending  
5 motion. I have a question. I guess my question is  
6 if we didn't table this, if we didn't get the flood  
7 memo, we didn't do this and we voted down the variance  
8 request tonight, when would the next time that the  
9 applicant would be required to revisit these stormwater  
10 issues and comply with the stormwater ordinance? It  
11 would be some other project they'd have to come in  
12 and get a permit for. Correct?

13 MS. RODMAN: Well, technically they're still in  
14 violation because they didn't obtain a permit for the  
15 patio. So the village would just need to make a  
16 decision as to whether or not we wanted to pursue  
17 that violation and require them to, you know, go  
18 through the stormwater management review or remove  
19 the paver patio. But certainly we have the ability  
20 to write them notices, write them tickets for being  
21 in violation. We haven't had those discussions yet  
22 because they applied for the variance. But if the  
23 variance were to be denied by the village board that  
24 would be a discussion that the village would need to

32

1 have.

2 CHAIRMAN BOYD: Okay. From my perspective I  
3 support that motion. Any other discussion? All in  
4 favor of the motion to continue this until next  
5 month say aye.

6 (A voice vote was taken.)

7 CHAIRMAN BOYD: Any opposed? That's all we  
8 have for that then.

9 (Whereupon the further hearing of the  
10 above-entitled cause was continued to  
11 the next Zoning Board of Appeals  
12 meeting date in September, 2015.)

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BEFORE THE VILLAGE OF LAGRANGE PARK  
ZONING BOARD OF APPEALS

IN RE THE MATTER OF: )  
 ) Application  
Application for Variation - ) #2015-06  
1430 Deerpath Lane )

CONTINUED PUBLIC HEARING

November 17, 2015

Seven o'clock P.M.

PROCEEDINGS HAD and testimony taken  
before the VILLAGE OF LA GRANGE PARK ZONING BOARD  
OF APPEALS, taken at the LaGrange Park Village Hall,  
447 North Catherine, LaGrange Park, Illinois, before  
Marlane K. Marshall, C.S.R., License #084-001134, a  
Notary Public qualified and commissioned for the  
State of Illinois.

1 BOARD MEMBERS PRESENT:

2 MR. CHRISTOPHER STUDWELL, Chairman Pro Tem  
3 MS. CAROLINE DOMAGALSKI, Member  
4 MR. JIM LEE, Member  
5 MR. ANTHONY GRIFFIN, Member  
6 MR. ROBERT BARTHOLOMAI, Member

7  
8 ALSO PRESENT:

9 MS. EMILY RODMAN, Assistant Village  
Manager

10

MS. CATHLEEN M. KEATING, Village  
Attorney

11

12 MR. PAUL E. FLOOD, Hancock Engineering  
13 CHIEF DEAN J. MAGGOS, Director of Fire,  
Building and Emergency Management

14

15

PRESENT FOR THE PETITIONER:

16

MR. JAMES McDOWELL

17

18

19

20

21

22

23

24

1 CHAIRMAN PRO TEM STUDWELL: What we need to do  
2 is open the meeting for public hearing 2015-06. It's  
3 a continued public hearing case to consider the  
4 petition for a zoning variance on the property  
5 located at 1430 Deerpath Lane.

6 MS. DOMAGALSKI: I make a motion to reopen the  
7 public hearing.

8 CHAIRMAN PRO TEM STUDWELL: Do I have a second?

9 MR. GRIFFIN: Second.

10 CHAIRMAN PRO TEM STUDWELL: All in favor?

11 (A voice vote was taken.)

12 CHAIRMAN PRO TEM STUDWELL: Okay.

13 MS. KEATING: Just by way of a procedural house-  
14 keeping detail, the members of the audience should  
15 understand that the Zoning Board of Appeals and the  
16 Board of Trustees will all review the transcript from  
17 the first hearing that we held about -- a while ago.  
18 So when we call for comments there is going to be a  
19 three-minute limit, but you should try not to cover  
20 ground that you already covered. There were questions  
21 raised at the last hearing and we're really here just  
22 to answer those questions.

23 CHAIRMAN PRO TEM STUDWELL: Okay. Is anybody  
24 going to be giving testimony in addition to what was

1 heard at the last meeting? If there is could every-  
2 body show hands? Stand up.

3 (Whereupon the witnesses were duly  
4 sworn by the Notary.)

5 CHAIRMAN PRO TEM STUDWELL: At this time I would  
6 like to open the floor to any public comment. The  
7 applicant first. I'm sorry. Could you step up to  
8 the microphone and state your name and then give your  
9 testimony?

10

11 J A M E S M c D O W E L L,  
12 having been first duly sworn, testified further as  
13 follows:

14 I do have a question for the village  
15 attorney. When we reviewed the testimony or the  
16 information in the past should I be going through  
17 and just sort of reiterating what I said so that any  
18 members who were not here will understand what I am  
19 asking? Is that my understanding of the procedure?

20 MS. KEATING: You can within the confines of  
21 three minutes.

22 CHAIRMAN PRO TEM STUDWELL: I think that most  
23 of us have already reviewed the package with all the  
24 testimony and all the minutes from the previous

1 meeting. So we're all pretty up to date.

2 MR. McDOWELL: And then except for any response  
3 to comments that might be made at this meeting I have  
4 no particular issue. I have that in the rebuttal  
5 section or the comment section rather than introducing  
6 anything new at this point. And that would be -- I  
7 can't say anything further on that unless there are  
8 specific questions that have arisen.

9 CHAIRMAN PRO TEM STUDWELL: Okay. Thank you.  
10 Anybody else who would like to give some testimony?  
11 Please approach the podium. State your name.

12

13 J A M E S B I G A N E,  
14 having been first duly sworn, testified further as  
15 follows:

16 My name is Jim Bigane, B-i-g-a-n-e. I live  
17 at 1434 Deerpath.

18 They say my neighbor exceeds the allowable  
19 impervious surface coverage by 590 square feet. A  
20 normal patio paver is two and three-eighths inches  
21 thick. Let's round it off at two inches thick.  
22 That comes to 1,180 square feet of impervious surface.  
23 Where does the water go? Into the neighbors' yards.  
24 I am getting hammered and I am sick of it.

1           He says he's put in drainage pipe. Then  
2 why does he flood worse than me and his excess water  
3 comes into my yard? We have a clay surface below  
4 ground, and any fool knows with clay there is no  
5 drainage. It fills up like a bathtub.

6           They said they did a laser level test and  
7 nothing slopes towards me. Hogwash. I have done so  
8 much pumping. I see the water flowing into my yard.  
9 Do they think the water stops at the fence line?  
10 Unbelievable.

11           This is my third time here. No one even  
12 had the courtesy of telling me that last month's  
13 meeting was put off on this matter. Thanks a lot.

14           My wife and I moved into our dream house  
15 thirty years ago. It turned into a nightmare ten  
16 years ago with the pavers. No permit, no village's  
17 consent. He's continued to pour a concrete porch  
18 and a concrete sidewalk or shed I am sure without a  
19 permit or the village's consent. He has a concrete  
20 form in place for his pad.

21           I have an incurable disease which needs  
22 medical attention. On June 16th we received four  
23 inches of rain. I knew I had to get home. Over the  
24 nurse's objections I left early from my treatment. I

1 was too late. Water was in my basement. I immediately  
2 started pumping water from my backyard with my  
3 utility pump for four hours. As I was pumping and  
4 watching water flow from his yard into mine, tell me  
5 about that laser level test again. My pump pumps  
6 900 gallons an hour. That's 3600 gallons of water I  
7 pumped.

8           On August 16th or 17th only a little over  
9 two inches of rain fell. I pumped for three hours,  
10 2700 gallons of water. Once again his yard was  
11 flooded and water running into mine. I am so sick  
12 and tired of this. Please come into my yard and see  
13 for yourselves. My low point is a good six inches  
14 to a foot below their pavers. The neighbor south of  
15 him gets water in his basement. All three neighbors  
16 north of me get water in their basements.

17           CHAIRMAN PRO TEM STUDWELL: Sorry. That's your  
18 time.

19           MR. BIGANE: I have ten more seconds.

20           My wife has liver cancer and will spend  
21 the rest of her life on chemo. Every time it rains  
22 hard she cries. This is so very tough on me. They  
23 said at the last summer meeting why not put the shed  
24 on the existing pavers. His answer was he didn't

1 want it to flood. Unbelievable. I am the poor chump  
2 that lives next to him. I have talked to Rob, the  
3 building inspector, and he assured me the shed was  
4 not permissible.

5 I cannot go away for any period of time for  
6 fear of flooding. I have had U.S. Waterproofing over  
7 countless times. I don't want to see a shed and more  
8 water. I don't even want to see a doghouse. I am  
9 tired. Please, please help. I get water from his  
10 yard and it's not fair. Thank you.

11 CHAIRMAN PRO TEM STUDWELL: Thank you. Is there  
12 anybody else from the audience that would like to  
13 give testimony at this time?

14 MR. McDOWELL: Well, the question is whether this  
15 is the time for a comment regarding that testimony  
16 or a rebuttal. And I am just --

17 CHAIRMAN PRO TEM STUDWELL: We'll do that after  
18 the village staff. Do we have any comments from the  
19 village engineer or village staff?

20

21 P A U L F L O O D,  
22 having been first duly sworn, testified as follows:

23 Nothing additional to what's already been  
24 provided.

1 E M I L Y R O D M A N,

2 having been first duly sworn, testified as follows:

3 Nothing additional for me as well. You know,  
4 I will just reiterate my recommendation. While I do  
5 think that the stormwater management review information  
6 is very informative and it needed to be done regard-  
7 less of whether or not the variation is approved, it  
8 was going to be required because the applicants will  
9 be required to get a permit for the patio regardless  
10 of whether or not the variation is approved. It will  
11 just look different depending on whether it's  
12 approved. But staff doesn't feel that the results  
13 of this particular review impact whether or not the  
14 application meets the standards for the variation.

15 CHAIRMAN PRO TEM STUDWELL: Okay. Now it's the  
16 applicant's opportunity to answer any of the questions  
17 that have been asked.

18 MR. McDOWELL: Once again I am James McDowell.  
19 Our initial starting point is the survey that was  
20 done by a licensed Illinois land surveyor indicates  
21 that my property is very slightly and certainly not  
22 significantly but very slightly lower than  
23 Mr. Bigane's. And it's marked on the lot line. And  
24 I am talking about a matter of inches. But his

1 statement that we are higher than he is and pumping  
2 water just simply is not true.

3           Secondly, he said they never had a water  
4 problem before we moved in. Charitably I believe  
5 his memory is faulty. Comments from other neighbors  
6 have indicated there have been problems long before  
7 we moved in.

8           Secondly, there was an indication that the  
9 previous owner of our house had approximately 3 1/2  
10 inches of water in our basement at one time. I can  
11 see some marking on the wall. And I believe that  
12 would have occurred prior to 1998 when she had  
13 Perma-Seal installed. We have the contract on that.  
14 So I think that flooding occurred then. That was  
15 seven years before we purchased the home or were in  
16 the neighborhood. Seven years. I do not believe our  
17 house could have had that much of a water problem in  
18 this specific instance without our neighbor being  
19 affected also. And that was well before we were there.

20           Secondly, he was saying that I am pumping  
21 water from my property to his. That may very well be,  
22 but the root cause of that is a six-inch storm sewer  
23 line in a property two houses down from us that feeds  
24 to the storm sewer in the street, comes up the back

1 of the yard of another person who's been here last  
2 time, Mr. Fleming, two houses away. Whenever we have  
3 water standing in the street either due to the line  
4 filling or the line -- the discharge line being below  
5 the level of Salt Creek where the main street storm  
6 sewer empties it just backs up into my neighbor's  
7 yard out of the six-inch pipe. Almost instantaneously  
8 I have three inches of standing water in my backyard  
9 which I think carries over to his. But that is not  
10 due to my patio. In the eight years or the time we  
11 have had the patio I have never had standing water  
12 on it even after heavy rains. I see it's wet; it is  
13 not standing. And if my backyard was a sponge I  
14 couldn't handle the water that comes out of that storm  
15 sewer. That's my only comment that I think this  
16 testimony is very off.

17 CHAIRMAN PRO TEM STUDWELL: Thank you. Now I  
18 would like to open it up to any of the board members.  
19 We'll start out with our new member.

20 MR. BARTHOLOMAI: Can we start on that end?

21 CHAIRMAN PRO TEM STUDWELL: I am starting knew  
22 too. I am going to share the pain here.

23 MR. BARTHOLOMAI: So can I ask a question of  
24 anyone?

1 CHAIRMAN PRO TEM STUDWELL: Yes.

2 MR. BARTHOLOMAI: To the applicant, my question  
3 is I read all the material. It seems like you really  
4 have your heart set on this shed and there's quite a  
5 bit of cost associated with that. Would you mind  
6 detailing the cost of this hearing, the cost of the  
7 flood control study, the gravel bed, the rain barrel,  
8 the concrete piers? It's quite the undertaking. I  
9 would like to know more about the financial impact.

10 MR. McDOWELL: I do not have a total figure right  
11 now, but I would guess we are up at about \$2500 or  
12 \$2600 not counting the gravel that would go in the  
13 dry well we put in. But between the hearing, sending  
14 out mailings and stuff like that I am guessing it's  
15 right around \$2500. Part of that time though it is  
16 a sunk cost. And it may not be a good investment.  
17 I am 74. If I die in the next year it's really a  
18 bad idea to pursue it. If I live for four or five  
19 years it's not a bad economic deal because to rent  
20 the storage that I require to keep the tools which I  
21 lend out to friends to use in various -- with various  
22 organizations would be about \$2500 a year. So if I  
23 make it four years I am probably past break even and  
24 it works out well.

1 MR. BARTHOLOMAI: Thank you.

2 MS. DOMAGALSKI: I don't have any additional  
3 questions.

4 MR. GRIFFIN: I have nothing.

5 MR. LEE: I don't have anything additional.

6 CHAIRMAN PRO TEM STUDWELL: Nothing additional.

7 The only thing I was worried about was in  
8 reading this plan unfortunately the scale is pretty  
9 small. And I was curious as to the sheet draining  
10 on the lot. Which direction is it typically? I  
11 can't read the elevations on it.

12 MR. FLOOD: I can help you a little bit. I am  
13 happy to offer this up. I made a bigger one because  
14 I also can't read the fine print on the reduced size  
15 drawings.

16 The sheet draining based on the topography  
17 provided by the surveyor shows it's going to the  
18 applicant's rear yard generally speaking. That said,  
19 the discussion of a sewer under there, there's a  
20 privately-owned sewer. And I don't know anything  
21 about how well it's maintained or if it's very  
22 effective. That has connections to each of the rear  
23 yards back there. It looks like it comes in from  
24 the street in an eight-inch pipe, goes to the rear

1 yard of the property that's two doors to the south  
2 and then branches off in both directions along the  
3 rear property lines. But again I can't really tell.  
4 It doesn't show up on any of the drawings. It's a  
5 small four-inch clay that was put in just guessing  
6 at the condition and the type of material that they  
7 used when they were built originally. And it's in  
8 private ownership. Over the years I am sure it's  
9 not -- somebody put a fence post through it or some-  
10 thing. There's a lot of things that can go wrong with  
11 these. So I am not sure how effective it is. But  
12 along with the surface drainage there is perhaps some  
13 underground piping and structure as well. It just  
14 doesn't show up.

15 CHAIRMAN PRO TEM STUDWELL: And we don't see  
16 any of the structures on the drawings.

17 MR. FLOOD: And we didn't see one in his backyard  
18 when we were looking at it. But there are some  
19 others that you can see in various rear yards back  
20 there.

21 CHAIRMAN PRO TEM STUDWELL: Okay. My only  
22 question is also to the applicant. There are typically  
23 a number of criteria for consideration of a hardship  
24 case, the reasons for granting the variance. Is

1 there anything that you could provide that would  
2 strengthen your case as far as this being a hardship?  
3 I think that your plans for the impermeable pavers  
4 is quite good and you're trying to reduce that.  
5 Other than going to the other extreme and putting in  
6 a permeable paver system but for the structure itself  
7 I really want to know what are your most compelling  
8 issues on why this creates a hardship that you  
9 believe the variance should be granted for.

10 MR. McDOWELL: My wife says I am mumbling when  
11 I am up there so I want to get a little bit closer  
12 at least. I think it would be a significant hardship  
13 for us because I have got a large amount of  
14 construction tools and equipment that I used when I  
15 was working in Chicago. I am retired now but I have  
16 a lot of friends that borrow these, use them either  
17 with Scouts, Habitat For Humanity, various  
18 organizations that I will lend them to. If I don't  
19 get relief from the strict application of the current  
20 zoning code as I said I am going to have a cost of  
21 about \$2500 a year for a storage facility that I can  
22 let them have access to.

23 Also because we are both now retired we  
24 have an opportunity to travel. The construction of

1 the shed would allow us to have secure access and I  
2 can pass the keys on to the few people that I do lend  
3 the tools to and let them have at it without worrying  
4 about whether I'm home, and also I can still keep  
5 our house locked up when we're traveling and I don't  
6 have to worry about anybody coming there.

7           One of the other points that comes up with  
8 an appeal process as I understand it is is this  
9 something of my doing. And I think it's really sort  
10 of inherent in our property. I think the lots in  
11 our development are relatively small by modern  
12 standards. It's 100 x 70. And it was not of our  
13 doing except from the standpoint we bought it. If  
14 we realized we had a problem we could have found a  
15 larger house or lot and that would have solved the  
16 problem. But it wasn't something we intentionally  
17 brought on ourselves.

18           Also I have said before approximately one  
19 in four of our neighbors have sheds or some kind of  
20 external storage. I think this just reflects the  
21 need for a little more storage space or size in the  
22 existing homes that are in our subdivision. They  
23 are all relatively within, I think, probably a couple  
24 feet of each other as far as square footage. But

1 that is something that will not impact -- Because so  
2 many people have the shed or this type of structure  
3 I don't think that's going to impact the neighborhood  
4 or be a detriment to the neighborhood. So the biggest  
5 thing in the hardship would be spending this money  
6 on an ongoing basis to solve that storage problem.

7 CHAIRMAN PRO TEM STUDWELL: Have you considered  
8 donations of your equipment?

9 MR. McDOWELL: I will when I die.

10 CHAIRMAN PRO TEM STUDWELL: Okay.

11 MR. McDOWELL: If it hasn't been burned out by  
12 then.

13 CHAIRMAN PRO TEM STUDWELL: Is it motorized  
14 equipment? What type of tools?

15 MR. McDOWELL: Power construction saws, heavy  
16 duty drills. Nothing wheeled. Tile saws, you know,  
17 things of that nature. All relatively portable where  
18 it can be pulled with a -- on the back of a trailer  
19 or something like that. But I also still use them  
20 when I am not -- when we're not traveling. I enjoy  
21 that type of work and helping out, you know, different  
22 organizations. I have a long association with a  
23 couple of Scout troops actually going back over 65  
24 years with one of them. And we do a lot of things

1 with them both on some of the projects they do and  
2 some of the kids. I will donate them gladly. If I  
3 don't I know my wife will.

4 CHAIRMAN PRO TEM STUDWELL: All right.

5 MS. RODMAN: Mr. Chairman, if I could just make  
6 a couple of comments mainly procedural.

7 The first is just to remind the ZBA that  
8 the applicants are requesting two variations. They're  
9 requesting a variation from building coverage as  
10 well as a variance from impervious surface coverage.  
11 So the ZBA will need to vote on those separately.  
12 And obviously you can make a different decision on  
13 those. You don't have to find that they both meet  
14 or they both don't meet. I just wanted to reiterate  
15 that.

16 But the second thing I would just like to  
17 quickly reiterate is there are within the zoning code  
18 standards for variations. The three primary ones  
19 the ZBA considers you have already touched on with  
20 regard to hardship, unique circumstance and essential  
21 character. But financial hardship is not one of them.  
22 So let me just go through real quickly some of the  
23 other things that the code outlines that the Zoning  
24 Board of Appeals and the Village Board may inquire

1 about and should consider when looking at variations.

2           The first is the particular physical  
3 surroundings or topographical conditions of the  
4 property and that they pose a particular hardship  
5 upon the owner. That the difficulty or hardship has  
6 not been created by any person having an interest in  
7 the property meaning the property owner didn't create  
8 it. That the granting of the variation would not be  
9 detrimental to the public welfare in the neighborhood.  
10 That the proposed variation would not impair an  
11 adequate supply of light or air or substantially  
12 increase congestion in public streets or endanger or  
13 impair adjacent property values. The proposed  
14 variation is consistent with the spirit and intent  
15 of the code and the comprehensive plan. And that  
16 the value of the property in question would be  
17 substantially reduced if permitted to be used only  
18 in accordance with the code if the variation isn't  
19 granted.

20           So I just wanted to point out that simply  
21 while we can sympathize with property owners having  
22 to incur additional financial costs related to some  
23 of their requests, that is not one of the standards  
24 that should be considered with a variation.

1           CHAIRMAN PRO TEM STUDWELL: Thank you for that  
2 clarification. Any other testimony or questions by  
3 the board?

4           MS. KEATING: We need a motion to close the  
5 public hearing.

6           MS. DOMAGALSKI: I will move.

7           MR. LEE: Second.

8           CHAIRMAN PRO TEM STUDWELL: All in favor.

9                           (A voice vote was taken.)

10                           (Which were all the proceedings had  
11 and testimony taken at the public  
12 hearing of the above-entitled cause.)

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# **Public Safety Committee**

**Scott Mesick, Chairman**

**Patricia Rocco**

**Robert Lautner**

# Village Board Agenda Memo

**Date:** December 3, 2015

**To:** President and Board of Trustees

**From:** Julia Cedillo, Village Manager   
Police Chief Ed Rompa  
Fire Chief Dean Maggos

**RE:** Consolidated Dispatch – Purchase of Equipment for LTACC

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**PURPOSE:** To authorize expenditures for the purchase of a radio system upgrade for the consolidated dispatch center, the Lyons Township Area Communications Center (LTACC), serving the Villages of La Grange Park, La Grange and Western Springs.

**GENERAL BACKGROUND:**

At the November Work Session, the Village Board authorized a number of initiatives necessary towards the implementation of the consolidated dispatch center, the Lyons Township Area Communications Center (LTACC), serving the Villages of La Grange Park, La Grange and Western Springs. More specifically, the Village Board authorized the approval of the Intergovernmental Agreement, the dissolution of our local ETSB in recognition of the required new joint ETSB, funding for space needs and expenditures for equipment related to the CAD system upgrade and PowerPhone software.

At this time, LTACC is requesting the funding for the necessary radio equipment so that we may begin the process for purchase, installation and training. The total cost of the equipment is \$228,750 (to be divided three ways) and will support an upgrade to an existing radio system which includes the installation of four consoles at the new center in La Grange. The Village Board will note that the proposed cost for this equipment is less than the estimated cost listed in the Intergovernmental Agreement Cost Exhibit. A memo from ED Knutsen is attached to this memo, outlining the recommendation for the purchase.

The upgrade will require the signature of a detailed agreement that is currently under the legal review of Mike Jurusik, Village Attorney for the Village of Western Springs. Staff will provide a copy to our Village Attorney once that review is complete.

Payment for this purchase is not due until final acceptance of the equipment, which at this time is estimated for October 2016. As such, this expenditure will be included in the FY2017 Budget.

**MOTION/ACTION REQUESTED:**

This memo is for discussion and action.

**Motion to authorize expenditures for Motorola Radio Equipment for the Lyons Township Area Communications Center at a cost not to exceed \$76,300 and authorize the Village Manager to execute any necessary and related agreements.**

**DOCUMENTATION**

- Memo from LTACC Executive Director Kimberly Knutsen dated November 30, 2015 regarding Motorola MCC7500 Purchase Recommendation

# LYONS TOWNSHIP AREA COMMUNICATIONS CENTER

## Memorandum

To: LTACC Operations Board

From: Executive Director Kim Knutsen

Date: November 30, 2015

Re: Motorola MCC7500 purchase recommendation

### Scope:

This recommendation addresses the current and future radio communication needs for LTACC and the Villages of La Grange, La Grange Park and Western Springs. As part of an ongoing assessment it was determined the upgrade to the Motorola MCC7500 radio console is the best solution for LTACC as we move forward with providing our telecommunicators, and police and fire responders with technology that is current as well as scalable for future needs. The Project 25 (P25) standard based MCC7500 IP dispatch Console enables effective and secure communication. New technologies are making it more practical and cost-effective to develop equipment that meets the special needs of public safety policing and firefighting.

Between the three agencies the existing radio consoles are either near or at the end of life. This upgrade will allow us continue our relationship with an existing vendor, build upon the existing infrastructure, allow us the ability to work within a conventional and trunked environment which in turn will allow for enhanced interoperability. Outside entities seeking partnership with LTACC will also find these enhancements to be beneficial.

### Background:

Taking into consideration the directive given to explore the possibility to move toward utilizing the STARCOM21 network in the future, an assessment of the existing radio consoles resulted in my recommendation to move forward with the Motorola MCC7500 radio consoles.

Currently the dispatch center located at the Village of La Grange has three (3) Motorola MCC5500 radio consoles that were purchased and installed in 2005. The original operating system utilized Microsoft's Windows XP platform, which is no longer supported by Microsoft. The infrastructure components of the consoles are approaching end-of-life for service and parts.

Currently the dispatch center located at the Village of La Grange Park has two (2) ModUcom radio consoles that were purchased and installed in 2005 which are running in an XP environment which is no longer supported by Microsoft.

Currently the dispatch center located at the Village of Western Springs has two (2) Motorola Gold Elite radio consoles that are at end of life. Motorola is no longer applying software updates and minimal maintenance is available due to limited replacement hardware.

The Motorola MCC5500 Radio consoles that are currently being utilized in La Grange will not allow for the addition of trunked radio resources. The ModUcom consoles will allow for the addition of trunked radio resources if they are interfaced into the trunked system, however this limits some of the functionality such as no console priority, no regrouping, blocked audio during console takeover, distorted alert tones and channel markers and no guaranteed reception of emergency alarms.

Today there are limitations of the existing fire radio infrastructure between the three combined communities. Each fire department currently operates on the same frequency and transmits from a base station that is located at each of the three facilities. This is a very low tech system that currently results in some areas of the Villages where radio coverage may be less than satisfactory for operational purposes. While the mitigation of this existing condition and concern is a separate issue to consolidation, it would be logical for a suitable resolution to be implemented as a part of the consolidation initiative.

#### Advantages of Trunked Radio Systems:

Considerations that are applicable to the fire service include: The network must provide reliable coverage indoors – including stairwells, basements, near the floor, and other locations where it is often difficult to receive a clear signal. Conversations must be audible in very noisy environments. Because of mutual aid agreements/automatic aid, networks must be able to support joint communications with personnel from other towns. Fire incident command systems often use multiple channels (or talk groups\*) at a single event. The network must make enough channels/ talk groups available in an organized, multi-level manner to allow for fast deployment of communications at the scene.

Channels and talk groups are pathways for communication. Conventional radio systems use channels, which correspond to radio frequencies. Trunked radio systems assign each call to its own talk group and can carry more than one talk group on the same channel although not simultaneously.

Trunked systems can establish a communication channel to individual radios or to groups of radios. The groups of radios are called "talk groups". A given radio can choose which of the talk groups it listens to at any given time. Similarly, a given speaker can choose which talk groups are the recipient of his call. These talk groups can be rapidly modified under a number of options. In a time of emergency, for example, a combination of agencies providing emergency services could be linked together in a single new talk group. Radio users not belonging to a given talk group would be unaware of any activity on that talk group, except for the possible consequence of general crowding on the system (which we have already shown would be very small).

The talk group process limits user interaction to only those interactions deliberately set up by talk group management. This process can be further enhanced through encryption and priority access.

**Proposed Solution:**

The proposed dispatch solution for the Lyons Township Area Communications Center is the MCC7500 Dispatch Console, offering IP based seem less connectivity between LTACC’s dispatch operators and field personnel. The MCC7500 dispatch console will provide LTACC with a scalable and flexible system architecture, sophisticated network management and security, and an easy migration to future capabilities. Therefore my recommendation is to move forward with Phase 1 of this project.

The scope of this proposed upgrade includes two (2) separate phases. Phase 1 includes the purchase of four (4) Motorola MCC7500 Radio consoles that will be installed at the Main LTACC communications center located in the Village of La Grange. The existing Motorola Gold Elite consoles will remain intact at our back-up dispatch center in Western Springs and will remain functional until the decision is made to move forward with Phase 2 of this project.

Phase 2 of this project would include the replacement of the (2) two Gold Elite consoles at Western Springs, the completion of the trunked radio interface to include the recorder along with the purchase of dual band radios.

The cost breakdown for Phase 1 is listed in Appendix A.

**Appendix A- Cost Exhibit**

<b>DESCRIPTION</b>	<b>INITIAL COST</b>
<b>Total Equipment Cost</b>	\$203,073
<b>Total Labor System Cost</b>	\$90,677
<b>Existing Customer Discount</b>	-\$65,000
<b>Optional: Annual Maintenance * Years 2-5* includes 5% Discount if purchased at time of contract</b>	\$80,601
<b>TOTAL INVESTMENT</b>	<b>\$228,750</b>

## Village Board Agenda Memo

**Date:** December 1, 2015  
**To:** President and Board of Trustees  
**From:** Dean J. Maggos - Director of Fire, Building and EMA  
Rick Ronovsky - Division Chief, EMS  
Julia Cedillo - Village Manager  
**Re:** Purchase - Cardiac Monitors/Defibrillators

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### GENERAL BACKGROUND:

The FY 2015-16 Capital Projects Fund of the Village Budget includes funding to replace the cardiac monitors that are used in both Village ambulances. There was \$70,000 allocated for this replacement.

The Fire Department has a long history of providing high quality and professional emergency medical care to our Village. In 1981, we were one of the first communities in the area to provide paramedic level service by sharing an ALS ambulance with La Grange. In 2004, we were one of the first paramedic providers in the Loyola EMS System to provide emergency cardiac care utilizing 12 lead EKG monitoring. In 2006, we were the fourth paramedic provider in the EMS System to utilize electronic patient care reporting.

The cardiac monitors that we are using today were purchased in May of 2004 making them over 11 years old. While these units have served us well, they do not contain the advancements in technology recommended by our EMS Resource Hospital. We are requesting that we replace them with units that will allow our Paramedic staff to provide their services with the most current technology. The current cardiac monitors were manufactured by Zoll Medical.

Fire Department paramedic crews have researched and evaluated three separate manufacturers of cardiac monitors: Zoll Medical; Physio-Control; and Phillips Medical. Included with this memo are supporting documents representative of the research regarding this replacement purchase. You will note in reviewing such that although three proposals for new units were requested, we only received one. Also, if our recommendation for purchase is approved, it is our intent to trade-in our existing cardiac monitors/defibrillators as part of this purchase.

**RECOMMENDATION:**

Fire Department paramedic crews and EMS Division Chief Ronovsky are recommending that we purchase the Zoll Medical, X Series cardiac monitors/defibrillators. The Fire Chief concurs with the recommendation. As such, our recommendation is to purchase two (2) Zoll Medical, X Series cardiac monitors/defibrillators in the amount of \$63,312.39 from Zoll Medical Corporation.

**ACTION REQUESTED:**

*Motion to approve the purchase of two (2) Zoll Medical, X Series cardiac monitors/defibrillators in the amount of \$63,312.39 from Zoll Medical Corporation.*

**DOCUMENTATION:**

- November 3, 2015 memo from EMS Division Chief Rick Ronovsky
- August 25, 2015 memo from PM/FF Shelly Carbone, PSSI Contract Paramedic Supervisor
- Copy of the Zoll Medical Quotation 192906 V:2

**LAGRANGE PARK FIRE DEPARTMENT  
EMERGENCY MEDICAL SERVICES**

November 3, 2015

**TO:** Village President and Board of Trustees  
Julia Cedillo, Village Manager  
Dean J. Maggos, Director of Fire & Building

**FROM:** Rick Ronovsky, Division Chief

**REF:** Recommendation – Cardiac Monitors/Defibrillators

---

Our current FY2015-16 Village Budget includes the replacement of the cardiac monitors that are used in both Village Ambulances. Early on in the process, I requested that the research and evaluation of these devices be conducted by the contracted paramedic staff. As they are the ones using these devices on a daily basis, I believe that they are the best ones to recommend to me (and ultimately to all of you) what are the best units for the Village to purchase.

While they did ultimately contact all three manufacturers, we received one real quote, one “Luke-warm” response from another, and no real response from the third. Some of the reasons for this actually are not surprising.

Our current cardiac monitors are manufactured by Zoll Medical. We purchased them in 2004 and have had little concern regarding their dependability. These units have served us well. They are eleven (11) years old and they do not have the advancements in technology that we need today. When there has been an issue, Zoll’s response and service has been immediate. If they needed to provide service off site of our fire station, they have provided a loaner unit (at no cost) and our unit was returned to service within 24 hours. Additionally, Zoll Medical is also the provider of the electronic patient reporting system that our Resource Hospital (Loyola) uses. This makes interfacing the information gathered on the cardiac monitors during an emergency response to our electronic patient reporting system seamless. The other manufacturers either cannot or need to figure out how to make this happen with their units. The advantage of the seamless interface is huge in today’s documentation world.

In addition to our experience with Zoll monitors, during the research and evaluation phase, we found that the Village of LaGrange Fire Department, as well as the Village of Western Springs Fire Department has replaced their cardiac monitors earlier this year also. Back in 2004, we teamed with LaGrange to purchase Zoll devices. Western Springs on the other hand utilized one of the other manufacturers until this year. This year, they both purchased Zoll devices.

While not officially a “joint purchase”, in addition to LaGrange and Western Springs, the Pleasantview, Oak Brook, and Hinsdale Fire Departments are using Zoll devices. In a period of time where we are constantly exploring working closely together, our surrounding towns are using the same units. While we did not purchase these devices at the same time, they obviously operate the same. This makes using these devices

simple and during emergency responses when we are working together, there are no questions on how these devices operate. This, coupled with multiple units purchased in the area and the above information, tends to lead to good pricing.

Even though Zoll Medical was the only quote received, I spoke with one of the area Fire Departments that utilizes Physio-Control Life Pak 15 devices. The true basis of speaking with them was to ask them of their pricing when they purchased their Physio-Control devices.

This area Department purchased two (2) units in mid-2013 as part of an ambulance purchase. They paid approximately \$25,000 per cardiac monitor. It should be noted that this price did not include all of the now required options or battery charging unit. Back in 2013, our EMS Resource Hospital did not require certain features as they do today. Given that information I would conservatively imagine that those units would be somewhere around \$30-33,000 per cardiac monitor now. If you take a look at the comparison between the Physio-Control devices and the Zoll Medical devices, there is a difference in the capabilities of the Zoll Medical device. Our current quote from Zoll Medical includes all the required features and battery charging unit. The Zoll Medical quote is comparable to the estimated Physio-Control device.

I would imagine that even if the other two provided a quote, both the Paramedic staff and I would have had a hard time recommending changing from a Zoll Medical cardiac monitor. We have been happy with their product and service and feel that their price quote is competitive.

I believe that the quote providing by Zoll Medical not only meets and exceeds the requirements that we are looking for but also provides the best possible price for such devices. I highly agree with our Paramedic staff recommendation. I also recommend that we purchase the Zoll Medical cardiac monitors.

**LAGRANGE PARK FIRE DEPARTMENT  
EMERGENCY MEDICAL SERVICES**

August 25, 2015

To: D/C Ronovsky  
 From: Firefighter/Paramedic Carbone  
 PSSI Contract Paramedic Supervisor  
 Ref: Replacement Cardiac Monitor/Defibrillators

The research and evaluation process for cardiac monitors has been completed. As you requested, all Firefighter/Paramedics that are assigned to the LaGrange Park contract have been involved in this process.

There are basically three (3) manufacturers of cardiac monitors/defibrillators that our EMS System has already reviewed internally. We contacted all three – Zoll Medical, Physio Control, and Phillips Medical. The most responsive manufacturer was Zoll Medical, we were also given the opportunity “field test” their monitor for a period of two weeks.

While both the Physio-Control and Phillips representatives initially seemed interested, we were only able to look at the Physio-Control LifePak 15. We reached out to the Phillip’s representative on several occasions but received no further response from him. Below is a comparative chart that outlines specifications, service and transmission fees, defibrillation, pacemaker, and monitor features between the Zoll Medical “X-Series” monitor and the Physio-Control Lifepak 15.

In summary, all the current contracted personnel feel that the Zoll Medical “X-Series” monitor is the unit of choice for LaGrange Park. Therefore, we recommend that this is the soundest investment for the Department as well as the Community that we serve in terms of reliability, technology, and use.

Device Feature	Zoll X-Series	Physio-Control LP 15
<b>Specifications</b>		
Wi-Fi / USB connectivity	Yes	No
CPR dashboard – real time CPR feedback (depth, rate, recoil)	Yes integrated into unit through pads	Yes Separate unit adding weight and cost
Wireless ePCR/QA/QI integration	Yes Can import data directly from unit to ePCR reports	No
2015 AHA compliant	Yes	No
12-lead displayed on screen	Yes	No
EtCO <sub>2</sub> waveform during CPR	Yes	Yes
View underlying rhythm without stopping CPR	Yes	No
Quarterly software enhancements	Yes	No
IP (ingress protection) for dust and water resistance	Yes – IP55 higher protection rating	Yes – IP 44
Drop test 2 meters	Yes	No
Weight less than 15 pounds	Yes	No

	11.7 pounds	20.1 pounds
Size	615 cubic inches	1,797 cubic inches
Operating temperature	0 – 60° C	0 – 45° C
Welch-Allyn Dual tube blood pressure cuff	Yes measures on inflation and deflation which provides faster & more accurate readings	No
1 GB hard drive for data storage	Yes	No
Data transfer capabilities	34-hours of trends, up to 1,000 events, 32-snapshots (24 seconds ea)	2 full capacity patient records (100 single CG waveforms or 45-minute continuous waveform)
<b>Device Feature</b>	<b>Zoll X-Series</b>	<b>Physio-Control LP 15</b>
<b>Service and Transmission Fees</b>		
Additional charge to transmit 12-Lead	No	Yes
Preventative maintenance approved through Biotron	Yes	No
Biotron authorized to repair	Yes	No
Yearly service contract fee	No	Yes
<b>Biphasic Defibrillation</b>		
V-fib first shock efficacy	99%	97%
Voltage at maximum setting	2,700 volts	2,060 volts
Impedance compensation	Yes Controlled through the use of internal digital resistors	Yes Compensates for impedance through duration adjustments
Synchronized cardioversion	Yes	Yes
Automated external defibrillator	Yes	Yes
AED use in children < 8 years	Yes	No
<b>Truncated Pacemaker</b>		
Average capture rates	80 – 95%	50%
Average current required for capture	40 – 60 mA Better accuracy	80 – 100 mA
View patient's intrinsic rhythm while continuing to pace	Yes	Yes
<b>Monitor &amp; Recorder</b>		
STEMI management system	Yes RescueNet used by Loyola EMS	No
Viewing channels	4	3
12-Lead ECG	Yes	Yes
Recorder delay	6 seconds	8 seconds



**ZOLL Medical Corporation**

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 Chelmsford, Massachusetts 01824-4105  
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 (978) 421-0015 Customer Support  
 FEDERAL ID#: 04-2711626

**TO: La Grange Park Fire Department**

447 North Catherine Avenue  
 La Grange, IL 60525

Attn: **Chief Rick Ronovsky**

email: [rronovsky@lagrangepark.org](mailto:rronovsky@lagrangepark.org)

Tel: 708-906-3557

**QUOTATION 204612 V:1**

DATE: November 30, 2015

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601- 2231011- 01	<p><b>X Series Manual Monitor/Defibrillator \$14,995</b>            with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"( 16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.</p> <p><b>Accessories included:</b></p> <ul style="list-style-type: none"> <li>• Six (6) foot 3- Lead ECG cable</li> <li>• MFC cable</li> <li>• MFC CPR connector</li> <li>• A/C power adapter/ battery charger</li> <li>• A/C power cord</li> <li>• One (1) roll printer paper</li> <li>• 6.6 Ah Li-ion battery</li> <li>• Carry case</li> <li>• Declaration of Conformity</li> <li>• Operator's Manual</li> <li>• Quick Reference Guide</li> </ul> <p>• <b>One (1)-year EMS warranty</b></p> <p><b>Advanced Options:</b>  <b>Real CPR Help Expansion Pack \$995</b>            CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI)            - See - Thru CPR artifact filtering</p> <p><b>ZOLL Noninvasive Pacing Technology: \$2,550</b></p>	2	\$40,020.00	\$32,816.40	\$65,632.80 *
<b>Page 1 Subtotal</b>						<b>\$65,632.80</b>

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1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO [ESALES@ZOLL.COM](mailto:ESALES@ZOLL.COM).
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING [www.zollwebstore.com](http://www.zollwebstore.com).

Nathan Paul  
 Territory Manager  
 815-312-7410



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Worldwide HeadQuarters  
 269 Mill Rd  
 Chelmsford, Massachusetts 01824-4105  
 (978) 421-9655 Main  
 (800) 348-9011  
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 FEDERAL ID#: 04-2711626

**TO: La Grange Park Fire Department**

447 North Catherine Avenue  
 La Grange, IL 60525

Attn: **Chief Rick Ronovsky**

email: [rironovsky@lagrangepark.org](mailto:rironovsky@lagrangepark.org)  
 Tel: 708-908-3557

**QUOTATION 204612 V:1**

DATE: November 30, 2015

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<b>Masimo Pulse Oximetry</b>  <b>SP02 &amp; SpCO \$4,540</b> • Signal Extraction Technology (SET) • Rainbow SET ( for SpCO & SpMet)  <b>NIBP Welch Allyn includes: \$3485</b> • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff  <b>End Tidal Carbon Dioxide monitoring (ETCO2) \$4,995</b> <b>Oridion Microstream Technology:</b> Order required Microstream tubing sets separately  <b>Interpretative 12- Lead ECG: \$8,450</b> • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set				
2	8000-0341	SpO2/SpCO/SpMet Rainbow Resuable Patient Cable: Connects to Single Use Sensors (4 ft)	2	\$245.00	\$168.75	\$337.50 *
3	8000-000371	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)	2	\$845.00	\$340.30	\$680.60 *
4	8000-0580-01	Six hour rechargeable Smart battery	4	\$495.00	\$420.75	\$1,683.00 *
<b>Page 2 Subtotal</b>						<b>\$68,333.90</b>

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
5	8300-0500-01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	1	\$2,583.00	\$2,195.55	\$2,195.55	*
6	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	2	\$157.50	\$133.88	\$267.76	*
7	8000-002005-01	Cable Sleeve, Propaq / X Series, ZOLL Blue	2	\$49.95	\$40.96	\$81.92	*
8	8300-0520-01	Filterline Set Adult/Pediatric, Case of 25	2	\$275.00	\$233.75	\$467.50	*
9	8300-0524-01	Smart CapnoLine Plus O2 Adult (O2 tubing), Case of 25	2	\$355.00	\$301.75	\$603.50	*
10	8900-0402	CPR stat-padz HVP Multi-Function CPR Electrodes - 1 pair	2	\$75.00	\$56.25	\$112.50	*
11	8900-0810-01	pedi-padz® II Pediatric Multi-Function Electrodes - Designed for use with the AED Plus. The AED recognizes when pedi-padz II are connected and automatically proceeds with a pediatric ECG and adjusts energy to pediatric levels. Twenty four (24) month shelf-life. One pair.	2	\$95.00	\$67.45	\$134.90	*
12	8000-000372	SpO2/SpCO/SpMet Rainbow DCI Reusable Sensor, Pedi	2	\$845.00	\$364.90	\$729.80	*
13	4001-9928	ZOLL M-Series Biphasic w/ Pacing + 1 parameter (includes CCT) Trade-in	2		(\$4,807.47)	(\$9,614.94)	**

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**Page 3 Subtotal \$63,312.39**

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**QUOTATION 204612 V:1**

DATE: November 30, 2015

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FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<p><b>**Trade In value is only valid through December 31, 2016.**</b></p> <p><b>**Trade-In Value valid if all units purchased are in good operational and cosmetic condition, and include all standard accessories such as paddles, cables, etc. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.</b></p> <p><b>*Reflects National Purchasing Partners (NPP) Contract Pricing.</b></p>				
<b>TOTAL</b>						<b>\$63,312.39</b>

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## ZOLL QUOTATION GENERAL TERMS & CONDITIONS

**1. ACCEPTANCE.** This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described in the specifications either attached to or referred to in this Quotation (hereinafter referred to as Equipment). Any acceptance of such offer is expressly limited to the terms of this Quotation, including these General Terms and Conditions. Acceptance shall be so limited to this Quotation notwithstanding (i) any conflicting written or oral representations made by ZOLL Medical Corporation or any agent or employee of ZOLL Medical Corporation or (ii) receipt or acknowledgement by ZOLL Medical Corporation of any purchase order, specification, or other document issued by the Customer. Any such document shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer (hereinafter referred to as the "Contract") the terms and conditions of which are expressly limited to the provisions of this Quotation including these Terms and Conditions. No waiver change or modification of any of the provisions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation unless such waiver, change or modification (i) is made in writing (ii) expressly states that it is a waiver, change or modification of this Quotation or the Contract and (iii) is signed by an authorized representative of ZOLL Medical Corporation.

**2. DELIVERY AND RISK OF LOSS.** Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation's facility. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

**3. TERMS OF PAYMENT.** Unless otherwise stated in its Quotation payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation invoice. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

**4. CREDIT APPROVAL.** All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

**5. TAXES & FEES.** The pricing quoted in its Quotation do not include sales use, excise, or other similar taxes or any duties or customs charges, or any order processing fees. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

**6. WARRANTY.** (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation, or (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation, or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. **THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**7. SOFTWARE LICENSE.** (a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to Customer pursuant to a nonexclusive limited license on the terms hereinafter set forth. (b) Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein. (c) All rights in the Software remain the product of ZOLL Medical Corporation, and Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with terms of this quotation. (e) Customer may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 6. (g) Customer understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in section 7(f), ZOLL MEDICAL CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This license applies only to ZOLL Medical Corporation Software.

**8. DELAYS IN DELIVERY.** ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.

**9. LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATION'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

**10. PATENT INDEMNITY.** ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

**11. CLAIMS FOR SHORTAGE.** Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.

**12. RETURNS AND CANCELLATION.** (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) The Customer receives authorization from ZOLL Medical Corporation to return a product for credit, the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. (c) Any such change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.

**13. APPLICABLE LAW.** This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.

**14. COMPLIANCE WITH LAWS.** (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

**15. NON-WAIVER OF DEFAULT.** In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments or render any further warranty or other services without in any way affecting its right under such order. If despite any default by Customer, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.

**16. ASSIGNMENT.** This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

**17. TITLE TO PRODUCTS.** Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

**18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.**

**VETERAN'S EMPLOYMENT** - If this order is subject to Executive Order 11710 and the rules, regulations, or orders of the Secretary of Labor issued thereunder the contract clause as set forth at 41 CFR 60-250.4 is hereby included as part of this order.

**EMPLOYMENT OF HANDICAPPED** - If this order is subject to Section 503 of the Rehabilitation Act of 1973, as amended and the rules, regulations or orders of the Secretary of Labor as issued thereunder, the contract clause at 41 CFR 60-741.7 is hereby included as part of this order.

**EQUAL OPPORTUNITY EMPLOYMENT** - If this order is subject to the provisions of Executive Order 11246, as amended, and the rules, regulations or orders of the Secretary of Labor issued thereunder, the contract clause set forth at 41 CFR 60-1.4 (a) and 60-1.4 (b) are hereby included as a part of this order and Seller agrees to comply with the reporting requirements set forth at 41 CFR 60-1.7 and the affirmative action compliance program requirements set forth as 41 CFR 60-1.40.

**19. VALIDITY OF QUOTATION.** This Quotation shall be valid and subject to acceptance by the Customer, in accordance with the terms of Section 1 hereof for the period set forth on the face hereof. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.

**20. GENERAL.** Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This constitutes the entire agreement between Buyer and Supplier with respect to the purchase and sale of the Products described in the face hereof, and only representations or statements contained herein shall be binding upon Supplier as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon Supplier unless made in writing and signed by a duly authorized representative of Supplier. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by Buyer for the Products set forth on the face of this Agreement. To the extent that this writing may be treated as an acceptance of Buyer's prior offer, such acceptance is expressly made conditional on assent by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days notice.

# **Public Works Committee**

**Michael Sheehan, Chairman**

**Jamie Zaura**

**Scott Mesick**

## VILLAGE BOARD AGENDA MEMO

**Date:** 12/02/2015

**To:** Village President and Board of Trustees

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

**Re:** **Landscape Maintenance Contracts – Two Year Extension**  
(Lawn Maintenance, Flower Bed Maintenance and Lawn Maintenance at Water Plant)

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### PURPOSE

Two year extension of the current landscape maintenance contracts (lawn maintenance, flower bed maintenance and lawn maintenance at Water Plant) from April 1, 2016 through November 30, 2017.

### GENERAL BACKGROUND

Contractor assistance is needed to perform lawn mowing and flower bed landscape maintenance in various areas throughout the Village, to allow public works employees to perform other tasks.

The Village's current contractor, Landscape Concepts Management, has agreed to hold its 2015 contract prices through November 30, 2017. *The current contracts expired on November 30, 2015.*

### STAFF RECOMMENDATION

Staff believes that it is in the best interest of the Village to retain the services of the current contractor at its 2015 contract prices, with a not to exceed amount of \$20,000 annually.

### MOTION / ACTION REQUESTED

Motion approving a two year contract extension with Landscape Concepts Management for lawn maintenance, flower bed maintenance and lawn maintenance at the Water Plant in an amount not to exceed \$20,000 annually for FY 16&17 and FY 17&18, and authorizing the Village President to execute the necessary contract documents.

### DOCUMENTATION

- Contract Extension Lawn Maintenance Contract;
- Contract Extension Flower Bed Maintenance Contract; and
- Contract Extension Lawn Maintenance Contract – La Grange Park Water Plant.

**CONTRACT EXTENSION**  
**LAWN MAINTENANCE CONTRACT**

It is hereby agreed that the Contract entered into on February 25, 2014, between the Village of La Grange Park and LANDSCAPE CONCEPTS MANAGEMENT, for **lawn maintenance services** shall remain in full force and effect, and that the Contract terms and conditions are hereby extended from April 1, 2016 to November 30, 2017.

Total Amount of Contract – 2016: \$4,360.00  
Total Amount of Contract – 2017: \$4,360.00

Dated: December 8, 2015

**VILLAGE OF LA GRANGE PARK**

**LANDSCAPE CONCEPTS MANAGEMENT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Dr. James L. Discipio

Its: Village President

Its:

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Amanda G. Seidel

Village Clerk

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

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

*Approved as to form –*

\_\_\_\_\_  
*C. Keating, Village Attorney*



4. **Mowing and Edging**

A. Weekly Clean-Up - All turf areas shall be policed for debris, tree limbs and litter prior to each mowing. All debris will be removed from site and disposed of properly. *(Number of occurrences: 33)*

B. Mowing of Turf - Finished turf shall be cut at a height of 2¼ ”-3” as conditions dictate. Mowing shall be done frequently enough so that no more than one-third (1/3) of the grass blade is removed per cutting but not less than weekly. The date of the first mowing and the frequency of all mowings will be mutually agreed upon by the VILLAGE and the CONTRACTOR. Areas next to fences, around trees, flower beds, posts, buildings, and other obstructions, shall be trimmed every time the adjacent area is mowed.

C. Trimming shall be to the same height as the mowing. Mowing equipment and patterns shall be employed to permit recycling of clippings where possible and present a neat appearance. Excess clippings shall be removed from sidewalks and streets. Blades on all equipment shall be kept sharp to prevent tearing of grass blades. *(Number of occurrences: 33)*

D. Mechanical Edging adjacent to Hardscape - Unobstructed perimeters of all turf areas fronting on sidewalks or curbing shall be edged twice during the summer to remove any grass encroaching onto the paved surface. *(Number of occurrences: 2)*

5. **Fertilization / Weed Control / Disease Control**

The VILLAGE will be notified 24 hours in advance of application of all or any fertilization/weed control/disease control. All applications should be completed between the hours of 6:00am and 8:00am.

A. Turf Pre-Emergent - The CONTRACTOR shall apply a pre-emergence crabgrass control to all turf areas at the rate specified by manufacturer. Application will be made in the prior to crabgrass or noxious annual weed germination. This application should also contain a fertilizer in it. *(Number of occurrences: 1)*

B. Turf Post-Emergent - The CONTRACTOR shall apply a post-emergence broadleaf weed control (Trimec or equivalent) to all turf areas once in Late Spring at the rate specified by manufacturer. *(Number of occurrences: 1)*

C. Insect/Disease Control – (i.e. grub control) CONTRACTOR shall apply a grub control in Late July or early August, at the rate specified by the manufacturer. *(Number of occurrences: 1)*

D. Turf Areas - Turf areas shall be fertilized in Late September, poundage of material should be applied at the rate as specified by the manufacturer. *(Number of occurrences: 1)*

6. **Fall Clean-Up**

Leaves shall be removed from all turf in autumn, as needed, from approximately the third week of October through the end of November. All leaves and debris present in turf areas by the last site visit are to be removed prior to conclusion of the Agreement.

*(Number of occurrences: As needed, but not less than twice during the term of this Agreement)*

**7. Extra Work**

Any extra work not provided for in this Agreement shall be on a "time and material" basis. CONTRACTOR's hourly rate is \$ 35.00 per man per hour. No such additional services shall be rendered unless first agreed to in writing by both parties.

**8. Safety**

CONTRACTOR shall ensure that its employees are following all Federal and State regulations pertaining to worker's safety along State or Local roadways.

**9. Responsibility for Damage**

CONTRACTOR shall be responsible for, and shall repair any damage caused by its mowing services. CONTRACTOR shall repair (by re-sodding or reseeding with appropriate materials as approved in advance by VILLAGE) any areas damaged by its mowing and shall maintain the affected area(s) until the sod is knit or the grass is fully established.

**10. General Standards of Performance; Right to Terminate.**

- A. All work will be performed in a good and workmanlike manner by trained, properly supervised personnel in accordance with accepted horticulture practices.
- B. Adequate personnel, materials and equipment shall be provided to permit the timely completion of all operations.
- C. Landscape and all other debris shall be removed from the site at the end of each day and legally disposed of at the expense of the CONTRACTOR.
- D. The Public Works Director shall have the right to terminate this Agreement upon written notice to CONTRACTOR if the Director finds that CONTRACTOR has not fully performed its services in accordance with this Agreement or that CONTRACTOR's work is not satisfactory.

**11. Federal, State and Local regulations; taxes; permits; licenses.**

- A. The CONTRACTOR shall adhere to all Federal, State and VILLAGE Laws.
- B. The CONTRACTOR shall adhere to all Federal and State guidelines governing equal employment opportunities.
- C. 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 Agreement the revised rate shall apply to this contract

**12. Insurance/Certificate of Insurance**

- A. During the duration of this Agreement, 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 furnish a Certificate of Insurance verifying the existence of the aforementioned coverages. 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 below; and/or
  - 2. Liability the VILLAGE may incur due to joint negligence of the CONTRACTOR and the VILLAGE.
- C. 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.
- D. 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.

**13. Payment for Services**

VILLAGE shall pay for the services rendered pursuant to this Agreement in seven (7) equal payments each year, upon receipt of a monthly statement from CONTRACTOR describing the work performed during the previous month, commencing with a bill for April services and ending with a bill for November services.

14. Total Amount of Contract – 2014: \$ 4,360.00  
 Total Amount of Contract – 2015: \$ 4,360.00

**VILLAGE OF LA GRANGE PARK**

**CONTRACTOR:**

By:   
 Its: Dr. James L. Discipio  
 Village President

By:   
 Its: Branch Manager

Attest:   
 Amanda G. Seidel  
 Village Clerk

Attest: 

FEB 25 2014

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

Date: 2-3-14

**CONTRACT EXTENSION**  
**FLOWER BED MAINTENANCE CONTRACT**

It is hereby agreed that the Contract entered into on February 25, 2014, between the Village of La Grange Park and LANDSCAPE CONCEPTS MANAGEMENT, for **flower bed maintenance services** shall remain in full force and effect, and that the Contract terms and conditions are hereby extended from April 1, 2016 to November 30, 2017.

Total Amount of Contract – 2016: \$2,520.00  
Total Amount of Contract – 2017: \$2,520.00

Dated: December 8, 2015

**VILLAGE OF LA GRANGE PARK**

**LANDSCAPE CONCEPTS MANAGEMENT**

By: \_\_\_\_\_

Dr. James L. Discipio

Its: Village President

Attest: \_\_\_\_\_

Amanda G. Seidel  
Village Clerk

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

By: \_\_\_\_\_

Its:

Attest: \_\_\_\_\_

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

*Approved as to form* \_\_\_\_\_

*C. Keating, Village Attorney*

# FLOWER BED MAINTENANCE CONTRACT

State of Illinois            )  
   ) SS  
 County of Cook            )

**THIS AGREEMENT** entered into on this 25<sup>th</sup> day of February, 2014, by and between the Village of La Grange Park of 447 North Catherine Avenue, La Grange Park, Illinois, hereinafter referred to as "VILLAGE" and Landscape Concepts Management, hereinafter referred to as "CONTRACTOR" is as follows:

**1. Scope of Work/Areas to be Serviced**

CONTRACTOR shall provide plant maintenance and care of all landscaped areas at the locations specified as listed below and further specified in paragraphs 3 through 7. CONTRACTOR shall promote healthy growth and the landscape environment specified in the following areas:

<u>Location</u>	<u>Maintenance to be Performed</u> <i>(see below for specific instructions)</i>
Ashland & Harding (Poet's Corner – see **below)	Various Flower Beds – Spring / Fall/ Winter Plantings
447 N. Catherine (Village Hall)	Various Flower Beds – Spring / Fall/ Winter Plantings
Scotdale & La Grange Road	Flower Bed in Median
Village Limit Signs	Flower Beds
N.E. Corner - 31 <sup>st</sup> Street & Homestead	Flower Beds
N.E. Corner – Barnsdale & 31 <sup>st</sup>	Flower Beds
N.E. Corner – Beach & 31 <sup>st</sup>	Flower Beds
N.W. Corner- Newberry & 31 <sup>st</sup>	Flower Beds
N.E. Corner – Kemman 31 <sup>st</sup>	Flower Beds
S.E. Corner – Meadowcrest & 31 <sup>st</sup>	Flower Beds
N.E. Corner – Meadowcrest & 31 <sup>st</sup>	Flower Beds
North/South and East/West of RR Tracks on 31st	Flower Beds

Unpredictable items such as certain insect and disease problems may occur, and must be responded to. Because of their unpredictable nature, they have been omitted from this specification. The CONTRACTOR will respond upon written authorization of a "time and material" basis, in accordance with specified unit prices listed under "Extra Work" below.

**\*\* Poet's Corner**

Plant Bed Fertilization – The CONTRACTOR will incorporate bone meal into the rose beds once per year in the Spring, prior to the mulching of beds. *(Number of annual occurrences: 1)*

**2. Term of Agreement**

This Agreement shall extend for two (2) spring to fall periods: from April 1, 2014 through November 30, 2014; and from April 1, 2015 through November 30, 2015. Either party to this agreement may cancel this Agreement at any time by giving written notice thirty (30) days prior to the effective date of said cancellation.

3. **Edging**

Edging of Plant Beds - Tree and shrub beds shall be spade edged and cultivated every other month during this agreement (beginning in April), to maintain a well groomed appearance. All spade edging debris (turf clumps) and rock that comes to the surface during cultivation shall be removed from site. *(Number of occurrences: 4)*

4. **Flower Beds**

A. Spring and Fall -- removal of all dead plants from flower beds.  
*(Number of occurrences: 2)*

B. Weekly Clean-Up - All plant beds shall be policed for debris, tree limbs and litter. All debris will be removed from site and disposed of properly. *(Approx. number of occurrences: 33)*

C. Spring and Fall - Planting of annuals in "flower beds" listed above. Prior to planting, a list of annuals to be installed will be provided by CONTRACTOR to the Village. CONTRACTOR will also provide the cost of the annuals, and the estimated "man hours" to be charged. *If the VILLAGE is able to purchase the plants at a lower cost, it will provide the CONTRACTOR with the necessary flowers for planting. (Number of occurrences: 2)*

D. Winter -- Installation of evergreen bows on the garden beds at all garden beds where flowers are installed, including Poet's Corner. *(Number of occurrences: 1)*

E. Plant Bed Pre-Emergent - A pre-emergent weed control shall be incorporated into all plant beds **(excluding the rose beds at Poet's Corner)**, once in the spring to deter weed seed germination. CONTRACTOR shall apply a pre-emergent weed control (Treflan, Surflan, or equivalent) at the rate specified by manufacturer. *(Number of occurrences: 1)*

F. Plant Bed Post-Emergent and Manual Weed Control - All flower beds shall be maintained in a weed free condition during the term of this contract. **Any weed growth shall be addressed by either post-emergent weed control or hand weeding.** If a post-emergent chemical (Roundup or equivalent) is used the CONTRACTOR will follow rates specified by the manufacturer. *(Number of occurrences: 14)*

5. **Weed Control**

A. Plant Bed Pre-Emergent - A pre-emergent weed control shall be incorporated into all plant beds once in the spring to deter weed seed germination. CONTRACTOR shall apply a pre-emergent weed control (Treflan, Surflan, or equivalent) at the rate specified by manufacturer. CONTRACTOR must be properly licensed to apply any chemicals used.  
*(Number of occurrences: 1)*

B. Plant Bed Post-Emergent and Manual Weed Control - All trees, shrubs, perennials, and flower beds shall be maintained in a weed free condition during the term of this contract. Any weed growth shall be addressed by either post-emergent weed control or hand weeding. If a post-emergent chemical (Roundup or equivalent) is used the CONTRACTOR will follow rates specified by the manufacturer. *(Number of occurrences: 14)*

6. **Insect and Disease Control**

The Contractor, during maintenance visits, will regularly inspect all plant material, noting pest

damage and report findings to Village. CONTRACTOR shall have available a high pressure 500 gallon spray truck for use in the control of insect and disease problems. All insect and disease control work will be performed on a "time and material" basis, only after written authorization from Village. *(Number of occurrences: Time and Material Basis)*

**7. Watering**

Deep root watering of plant material may be necessary throughout the maintenance season. Upon written authorization from Village, work will be performed on a "time and material" basis, either from a water truck or from available water source at area to be watered.

**8. Extra Work**

Any extra work not specifically included in the Scope of Work of this Agreement shall be on a "time and material" basis. CONTRACTOR's hourly rate is \$ 35.00 per man per hour. No such additional services shall be rendered unless first agreed to in writing by both parties.

**9. Safety**

CONTRACTOR shall ensure that its employees are following all Federal and State regulations pertaining to worker's safety along State or Local roadways.

**10. General Standards of Performance; Right to Terminate.**

- A. All work will be performed in a good and workmanlike manner by trained, properly supervised personnel in accordance with accepted horticulture practices. Chemicals will only be applied by licensed personnel. Material Safety Data Sheets should be made available upon request by Village.
- B. Materials shall be applied in accordance with manufacturer's directions. Where alternate products are available, the environmental impact of the products shall govern which is used.
- C. Adequate personnel and equipment shall be provided to permit the timely completion of all operations.
- D. Landscape and all other debris shall be removed from the site at the end of each day and legally disposed of at the expense of the contractor.
- E. The Public Works Director shall have the right to terminate this Agreement upon written notice to CONTRACTOR if the Director finds that CONTRACTOR has not fully performed its services in accordance with this Agreement or that CONTRACTOR's work is not satisfactory.

**11. Responsibility for Damage.**

CONTRACTOR shall be responsible for any damage to property caused by its performance of work or its application of materials. Such repair may consist of removal of damaged plants, and planting of new ones. The CONTRACTOR will not be responsible for damage and plant loss that results from conditions beyond its control.

**12. Federal, State and Local regulations; taxes; permits; licenses.**

- A. The CONTRACTOR shall adhere to all Federal, State and VILLAGE Laws.
- B. The CONTRACTOR shall adhere to all Federal and State guidelines governing equal employment opportunities.
- C. 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

**13. Insurance/Certificate of 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 furnish a Certificate of Insurance verifying the existence of the aforementioned coverages. 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 below; and/or
  2. Liability the VILLAGE may incur due to joint negligence of the CONTRACTOR and the VILLAGE.
- C. 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.
- D. 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.

**14. Payment for Services**

VILLAGE shall pay for the services rendered pursuant to this Agreement in seven (7) equal payments each year, upon receipt of a monthly statement from CONTRACTOR describing the work performed during the previous month, commencing with a bill for April services and ending with a bill for November services.

**15. Total Amount of Contract – 2014:** \$ 2,520.00  
**Total Amount of Contract – 2015:** \$ 2,520.00

**VILLAGE OF LA GRANGE PARK**

**CONTRACTOR:**

By:   
Its: Dr. James L. Discipio  
Village President

By:   
Its: Branch Manager

Attest:   
Amanda G. Seidel  
Village Clerk

Attest: 

Date: FEB 25 2014

Date: 2-3-14

*Approved as to form –  
Cathleen Keating 2/3/12*

**CONTRACT EXTENSION**

**LAWN MAINTENANCE CONTRACT FOR WATER PLANT**

It is hereby agreed that the Contract entered into on February 25, 2014, between the Village of La Grange Park and LANDSCAPE CONCEPTS MANAGEMENT, for lawn maintenance services at the Village's Water Plant, shall remain in full force and effect, and that the Contract terms and conditions are hereby extended from April 1, 2016 to November 30, 2017.

Total Amount of Contract – 2016: \$1,840.00  
Total Amount of Contract – 2017: \$1,840.00

Dated: December 8, 2015

**VILLAGE OF LA GRANGE PARK**

**LANDSCAPE CONCEPTS MANAGEMENT**

By: \_\_\_\_\_

By: \_\_\_\_\_

                    Dr. James L. Discipio  
Its:             Village President

Its:

Attest: \_\_\_\_\_  
                    Amanda G. Seidel  
                    Village Clerk

Attest: \_\_\_\_\_

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

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

*Approved as to form –*

\_\_\_\_\_  
*C. Keating, Village Attorney*

**LAWN MAINTENANCE CONTRACT  
LA GRANGE PARK WATER PLANT**

State of Illinois        )  
                                  ) SS  
County of Cook         )

THIS AGREEMENT entered into on this 25<sup>th</sup> day of February, 2014, by and between the Village of La Grange Park of 447 North Catherine Avenue, La Grange Park, Illinois, hereinafter referred to as "VILLAGE" and Landscape Concepts Management, hereinafter referred to as "CONTRACTOR" is as follows:

**1. Scope of Work / Area to be Serviced**

CONTRACTOR shall provide lawn mowing at the location specified below and as further specified in paragraphs 3 through 5 below. The CONTRACTOR shall maintain the areas listed below in accordance with the terms of this Agreement.

Location

Maintenance to be Performed

(see below for specific instructions)

937 ½ Barnsdale Road, La Grange Park  
Water Plant

Lawn mowing

**2. Term of Agreement**

This Agreement shall extend for two (2) spring to fall periods: from April 1, 2014 through November 30, 2014; and from April 1, 2015 through November 30, 2015. Either party may cancel this Agreement at any time by giving written notice thirty (30) days prior to the effective date of said cancellation.

**3. Spring Clean-Up Between April 1 and April 30**

Clean up all branches, papers, litter, leaves, and other debris from the turf and planted beds. Litter and debris shall be disposed of properly off site. Re-cut landscape edge.

**4. Mowing and Edging**

A. **Weekly Clean-Up** - All turf areas shall be policed for debris, tree limbs and litter prior to each mowing. All debris will be removed from site and disposed of properly.  
*(Number of occurrences: 33)*

B. **Mowing of Turf** - Finished turf shall be cut at a height of 2 ¼ "-3" as conditions dictate. Mowing shall be done frequently enough so that no more than one-third (1/3) of the grass blade is removed per cutting but not less than weekly (unless authorized by the Village due to the weather). The date of the first mowing and the frequency of all mowings will be mutually agreed upon by VILLAGE and CONTRACTOR. Areas next to fences, around trees, flower beds, posts, buildings, and other obstructions, shall be trimmed every time the adjacent area is mowed.

D. **Trimming** shall be to the same height as the mowing. Mowing equipment and patterns shall be employed to permit recycling of clippings where possible and present a neat appearance. Excess clippings shall be removed from sidewalks and streets. Blades on all equipment shall be kept sharp to prevent tearing of grass blades. *(Number of occurrences: 33)*

E. Edging adjacent Hardscape - Unobstructed perimeters of all turf areas fronting on sidewalks or curbs shall be edged twice during the summer to remove any grass encroaching onto the paved surface. *(Number of occurrences: 2)*

**5. Fall Clean-Up**

Leaves shall be removed from all turf in autumn, as needed, from approximately the third week of October through the end of November. All leaves and debris present in turf areas by the last site visit are to be removed prior to conclusion of the Agreement.

*(Number of occurrences: As needed, but not less than twice during the term of this Agreement)*

**6. Extra Work**

Any extra work not provided for in this Agreement shall be on a "time and material" basis. Contractor's hourly rate is \$ 35.00 per man per hour. No such additional services shall be rendered unless first agreed to in writing by both parties.

**7. Safety**

CONTRACTOR shall ensure that its employees are following all Federal and State regulations pertaining to worker's safety along State or Local roadways.

**8. Responsibility for Damage**

CONTRACTOR shall be responsible for, and shall repair any damage caused by its mowing services. CONTRACTOR shall repair (by re-sodding or reseeding with appropriate materials as approved in advance by VILLAGE) any areas damaged by its mowing and shall maintain the affected area(s) until the sod is knit or the grass is fully established.

**9. General Standards of Performance; Right to Terminate.**

- A. All work will be performed in a good and workmanlike manner by trained, properly supervised personnel in accordance with accepted horticulture practices.
- B. Adequate personnel, materials and equipment shall be provided to permit the timely completion of all operations.
- C. Landscape and all other debris shall be removed from the site at the end of each day and legally disposed of at the expense of the CONTRACTOR.
- D. The Public Works Director shall have the right to terminate this Agreement upon written notice to CONTRACTOR if the Director finds that CONTRACTOR has not fully performed its services in accordance with this Agreement or that CONTRACTOR's work is not satisfactory.

**10. Federal, State and Local regulations; taxes; permits; licenses.**

- A. The CONTRACTOR shall adhere to all Federal, State and VILLAGE Laws.
- B. The CONTRACTOR shall adhere to all Federal and State guidelines governing equal employment opportunities.
- C. 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 Agreement the revised rate shall apply to this Agreement.

**11. Insurance/Certificate of Insurance**

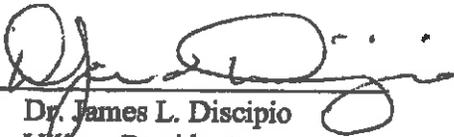
- A. During the duration of this Agreement, CONTRACTOR shall maintain the following insurance coverage limits:
1. Workers' Compensation Insurance as prescribed by Illinois Statute
  2. General Liability Insurance:
    - \$1,000,000 per occurrence
    - \$2,000,000 aggregate
  3. Property Damage Liability Insurance:
    - \$1,000,000 per occurrence
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**Total Amount of Contract – 2015:** \$ 1,840.00

**VILLAGE OF LA GRANGE PARK**

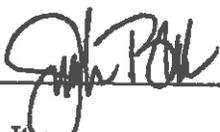
By:   
Its: **Dr. James L. Discipio**  
**Village President**

Attest:   
**Amanda G. Seidel**  
**Village Clerk**

**FEB 25 2014**

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

**CONTRACTOR:**

By:   
Its: **Branch Manager**

Attest: 

Date: 2-3-14

*Approved as to form –  
Cathleen Keating 2/3/12*

# **Village Manager's Report**

# Village Board Agenda Memo

**Date:** December 3, 2015

**To:** President and Board of Trustees

**From:** Julia Cedillo, Village Manager 

**RE:** Budget Planning and Schedule for Fiscal Year 2016-17

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**PURPOSE:** To inform the Village Board on this year's budget process and answer any questions.

## **GENERAL BACKGROUND:**

Each year the Village follows an identified process towards budget preparation, review and approval. This includes staff development of the Budget and Five Year Plan, draft distribution to the Village Board, review by the Finance Committee and review by the Village Board, which includes a public hearing.

This year, staff is proposing a modified budget development process due to the Village's referenda propositions on the 2016 election ballot. Due to the bond referenda, it is important that staff time is focused on the development of two concurrent draft budgets. One draft budget will assume the referenda passes and one will not.

Two budgets will require significant staff time as the impacts of the passage of the referenda are significant. As such, it is important that this be the priority focus. Further, rather than develop the draft Five Year Plan at the same time, staff recommends that the development and approval of the Plan take place after the election and once the Village Board approves the final FY16-17 Budget. This sequential order ensures that no staff time or Village Board time is lost in the development of a Five Year Plan that does not correspond to the final approved Budget.

## **MOTION/ACTION REQUESTED:**

This item requires no formal action on behalf of the Village Board. Staff is seeking general support from the Board for this approach for this year. Staff anticipates that staff can begin the development of the Five Year Plan in April or May, with review and final approval by July at the latest.

## **DOCUMENTATION**

- Modified Budget Preparation Calendar, Fiscal Year 2016/17 (two concurrent budgets)
- Budget Preparation Calendar, Fiscal Year 2016/17 (not modified)

**VILLAGE OF LA GRANGE PARK  
BUDGET PREPARATION CALENDAR  
FISCAL YEAR 2016/17**

**Modified Calendar for Two Concurrent Draft Budgets**

Wednesday, October 28, 2015	Distribution of budget files to Department Directors.
Friday, December 04, 2015	Departments' FY17 budget requests and FY16 projections due to Finance Director along with updated narratives.
Friday, December 18, 2015	Preliminary budget to Village Manager.
January 2016	Department budget review meetings.
Wednesday, February 04, 2015	Distribution of draft budgets to Department Directors.
Thursday, February 25, 2016	Distribution of draft budgets to Village Board.
Tuesday, March 08, 2016	Finance Committee budget workshop. Village Board budget workshop.
Tuesday, March 22, 2016	Additional Village Board discussion (if needed).
Wednesday, March 30, 2016	Publication of public hearing notice in newspaper Budget available for public inspection
Tuesday, April 12, 2016	Budget public hearing. Village Board discussion of budget. Village Board discussion of pay plan. Village Board discussion of current fiscal year budget amendments.  Staff begins development of draft Five Year Plan.
Tuesday, April 26, 2016	Village Board approval of budget. Village Board approval of pay plan. Village Board approval of current fiscal year budget amendments.
Wednesday, April 27, 2016	File budget ordinance and estimated revenues with County Clerk
<i>Tuesday, June 14, 2016</i>	<i>Finance Committee to Meet on Five Year Plan</i>
<i>Tuesday, June 28, 2016</i>	<i>Five Year Plan for the Village Board's consideration.</i>

12/3/2015

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**VILLAGE OF LA GRANGE PARK  
BUDGET PREPARATION CALENDAR  
FISCAL YEAR 2016/17**

Wednesday, October 28, 2015	Distribution of budget files to Department Directors.
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Wednesday, April 27, 2016	File budget ordinance and estimated revenues with County Clerk

12/3/2015

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## Items of Interest

# VILLAGE OF LA GRANGE PARK

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

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## 2016 MEETINGS REMINDER

January 12, 2016	Work Session Meeting	7:30 p.m.	Village Hall
January 26, 2016	Village Board Meeting	7:30 p.m.	Village Hall
February 9, 2016	Work Session Meeting	7:30 p.m.	Village Hall
February 23, 2016	Village Board Meeting	7:30 p.m.	Village Hall
March 8, 2016	Work Session Meeting	7:30 p.m.	Village Hall
March 22, 2016	Village Board Meeting	7:30 p.m.	Village Hall
April 12, 2016	Work Session Meeting	7:30 p.m.	Village Hall
April 26, 2016	Village Board Meeting	7:30 p.m.	Village Hall
May 10, 2016	Work Session Meeting	7:30 p.m.	Village Hall
May 24, 2016	Village Board Meeting	7:30 p.m.	Village Hall
June 14, 2016	Work Session Meeting	7:30 p.m.	Village Hall
June 28, 2016	Village Board Meeting	7:30 p.m.	Village Hall
July 12, 2016	Work Session Meeting	7:30 p.m.	Village Hall
July 26, 2016	Village Board Meeting	7:30 p.m.	Village Hall
August 9, 2016	Work Session Meeting	7:30 p.m.	Village Hall
August 23, 2016	Village Board Meeting	7:30 p.m.	Village Hall
September 13, 2016	Work Session Meeting	7:30 p.m.	Village Hall
September 27, 2016	Village Board Meeting	7:30 p.m.	Village Hall
October 11, 2016	Work Session Meeting	7:30 p.m.	Village Hall
October 25, 2016	Village Board Meeting	7:30 p.m.	Village Hall
November 8, 2016	Work Session Meeting	7:30 p.m.	Village Hall
November 22, 2016	Village Board Meeting	7:30 p.m.	Village Hall
December 6, 2016	Village Board Meeting	7:30 p.m.	Village Hall