

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



TRUSTEES
Scott F. Mesick
Patricia B. Rocco
Michael L. Sheehan
James P. Kucera
Mario J. Fotino
Robert T. Lautner

VILLAGE BOARD MEETING

Tuesday, OCTOBER 22, 2013 – 7:30 p.m.

AGENDA

1. **Call meeting to order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Presentation – Charles Foster Retiring Auxiliary Police Officer**
5. **Presentation – La Grange Park Public Library (Cathy Foster, President of the Library Board)**
6. **Public Participation (Agenda Related Items Only)**
7. **Consent Agenda (Roll Call Vote)**

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

A. Approval of Minutes

- (i) Village Board Meeting – September 24, 2013
- (ii) Work Session Meeting – October 8, 2013

- B. Action – Cook County Health Inspections *Motion: Approving the Resolution authorizing execution of a Health Inspection Services Agreement with the County of Cook, and authorize the Village President to execute the necessary contract documents*
- C. Action – *Motion to Authorize the President and Chairperson of the Finance Committee to sign the register for bills, and authorize the Treasurer and Village Clerk to sign checks in payment of operating bills and salaries as itemized in the Check Registers*
- D. Action – *Motion to Authorize the Village Treasurer and Village Clerk to sign checks in the payment of payroll and other bills that become due between this date and November 26, 2013 with subsequent approval of the Payroll Register and Voucher Register by the Board of Trustees at its regular meeting to be held on November 26, 2013*

8. Village Manager's Report

- A. Discussion & Action – Electricity Supply Contract – Water Plant *Motion: Authorize the Village Manager to execute a contract (or contract renewal) with (insert Supplier's Name) for energy for the Village's water plant for a (length of time TBD) year term contract.*

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

AGENDA (continued – Page 2)

9. **Administration Committee** – Robert Lautner, Chairman
 - A. Monthly Report
 - B. Discussion & Action – China Cat Productions, LLC Rooftop Lease Amendment – REVISED *Motion: To approve the First Amendment to Rooftop Lease for 937 Barnsdale Road between China Cat Productions, LLC and the Village of La Grange Park, incorporating a five one-year renewal option OR To approve the First Amendment to Rooftop Lease for 937 Barnsdale Road between China Cat Productions, LLC and the Village of La Grange Park, incorporating a ten one-year renewal option.*

10. **Building & Zoning Committee** – Michael Sheehan, Chairman
 - A. Monthly Report

11. **Engineering & Capital Projects Committee** – James Kucera, Chairman
 - A. Monthly Report

12. **Public Safety Committee** – Mario Fotino, Chairman
 - A. Monthly Report– Police Department
 - B. Monthly Report – Fire Department

13. **Public Works Committee** – Scott Mesick, Chairman
 - A. Monthly Report – Public Works Department
 - B. Discussion & Action – Brainard Avenue – Support to a Community Advisory Group *Motion: Authorize Village support to a Community Advisory Group for Brainard Avenue*

14. **Finance Committee** – Patricia Rocco, Chairman
 - A. Monthly Report
 - B. Action – Tax Levy Estimate *Motion: Move that the President and Board of Trustees concur with the recommendation of the Finance Director and determine hereby that the amount of money estimated to be necessary to be raised from the 2013 real property tax levy for the 2013-14 Fiscal Year is \$3,441,390; which amount is less than 5% higher than the amount of taxes extended for 2012*

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

Action – Motion to Approve Committee and Collectors Report as Presented

16. **Village President**

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

AGENDA (continued – Page 3)

17. **Public Participation (Non-Agenda Related Items *Only*)**
18. **New Business**
19. **Executive Session**
20. **Adjourn**

Next Village Work Session Meeting: November 12, 2013
Next Village Board Meeting: November 26, 2013



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. Andy Bagley at (708) 354-0225 between 9:00 and 5:00 before the meeting so that the Village can make reasonable accommodations for you.

PROCLAMATION

SALUTING AUXILIARY POLICE OFFICER CHARLES FOSTER

WHEREAS, Charles Foster (Charlie) has faithfully served the Village of La Grange Park since 1976; and

WHEREAS, Auxiliary Police Officer Foster announced his retirement in October of 2013; and

WHEREAS, Charlie has dedicated a major portion of his life as an auxiliary police officer protecting and serving residents within the Village of La Grange Park; and

WHEREAS, he has spent hundreds of hours working at parades, festivals, block parties and other Village gatherings as a visible representative of La Grange Park; and

WHEREAS, Charlie was instrumental in providing necessary support and supplies to the Police Department's Adopt-a-Cop Program and Summer Youth Camp; and

WHEREAS, communities like La Grange Park rely on people like Charlie Foster to provide necessary support to keep our neighborhoods safe and insure that the peace is maintained; and

WHEREAS, during his 36 years of service to the Village of La Grange Park, Charlie has made many friends and developed long lasting relationships with members of the Police Department, other municipal employees and elected and appointed officials alike; and

WHEREAS, it is both necessary and appropriate to honor Charles Foster for all of his contributions to the Village and his dedication to duty.

NOW, THEREFORE BE IT PROCLAIMED, that the Village of La Grange Park President and Board of Trustees acknowledge the contribution that Charles Foster has made to the Village of La Grange Park and its residents during his dedicated service as a La Grange Park Auxiliary Police Officer and we wish him well in his retirement.

Dr. James L. Discipio, Village President

ATTEST: _____
Amanda G. Seidel, Village Clerk

Consent Agenda Items

Village Board Agenda Memo

Date: October 1, 2013

To: President & Board of Trustees

From: Dean J. Maggos, Director of Fire, Building and Emergency Management
Julia Cedillo, Village Manager  

RE: Cook County Health Inspections

GENERAL BACKGROUND:

Our current Intergovernmental Agreement with the Cook County Department of Public Health expires on November 30, 2013. The Department of Public Health has provided health inspection services to the Village of La Grange Park since April of 2001, and the system overall has continued to work well.

There are again no changes in the fees for the new agreement, with the current fee set at \$60.00 per inspection. The Village invoices the individual businesses for the required inspections, and any follow-up inspections which are needed.

ACTION REQUESTED:

Review and discuss the proposed IGA, a copy of which is enclosed. There appear to be no changes from the current agreement in place. If there is consensus, this item will be placed on the consent agenda for the October 22nd Board meeting.

RECOMMENDATION:

Staff recommends entering into another contract with the Cook County Department of Public Health for health inspection services, effective December 1, 2013, and continuing through November 30, 2014.

DOCUMENTATION:

- Copy of the proposed Intergovernmental Agreement
- Copy of Resolution approving agreement

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF
ENVIRONMENTAL HEALTH INSPECTIONAL SERVICES**

This **AGREEMENT** entered into as of December 1, 2013 by and between the Village of La Grange Park, Cook County, Illinois a municipal corporation (hereinafter called the **VILLAGE**), and the County of Cook, Illinois a body corporate and politic (hereinafter called the **COUNTY**).

WITNESSETH:

WHEREAS, The **VILLAGE** wishes to provide environmental health inspectional services relating to food service sanitation and retail food store sanitation; and

WHEREAS, the **COUNTY** is willing to provide the **VILLAGE** with certain environmental health services through the work of its Department of Public Health, (hereinafter called the **DEPARTMENT**) upon the terms and conditions as hereinafter set forth; and

WHEREAS, the **COUNTY** is a home rule unit as provided in the 1970 Illinois Constitution (Art. VII, Sec. 6); and

WHEREAS, the **VILLAGE** is a municipality deriving its authority as provided in the Illinois Compiled Statutes (65 ILCS 5); and

WHEREAS, the 1970 Illinois Constitution (Art. VII, Section 10) and the Illinois Compiled Statutes (5 ILCS 220) provide authority for intergovernmental cooperation; and

WHEREAS, the Illinois Compiled Statutes (55 ILCS 5/5-25013 (B) 5), provides that the **DEPARTMENT** may contract for the sale of health services; and

WHEREAS, the parties hereto seek to protect the health of the citizens of the **COUNTY** and the **VILLAGE** by undertaking the **AGREEMENTS** contained herein through their joint effort.

NOW THEREFORE, in consideration of the premises, and such other considerations as hereinafter set forth, the parties hereto agree as follows:

1. The **DEPARTMENT**, through its Environmental Health Division Staff, shall provide the following environmental services to the **VILLAGE**:
 - a. Make inspections as required by the food sanitation provisions of the Code of Ordinances of the **VILLAGE** (hereinafter called the **VILLAGE CODE**) of all food service establishments and retail food stores licensed or permitted by the **VILLAGE** as scheduled by the **VILLAGE** and the **DEPARTMENT** during the term of this **AGREEMENT** to assure compliance with the **VILLAGE CODE**;

6. The **VILLAGE** agrees to hold harmless and to indemnify the **COUNTY**, its Board members, officers, agents and employees from liabilities, costs, judgments, attorneys' fees or other expenses resulting from any negligence or act or failure to act under this **AGREEMENT** by the **VILLAGE**, its officers, agents or employees. The **COUNTY** agrees to hold harmless and to indemnify the **VILLAGE**, its Board members, officers, agents and employees from liabilities, costs, judgments, attorneys' fees or other expenses resulting from any negligence or act or failure to act under this **AGREEMENT** by the **COUNTY**, its officers, agents or employees. Nothing herein shall be construed to require the **VILLAGE** to indemnify the **COUNTY** for the negligence of the **DEPARTMENT** or its officers, agents, or employees; and further, nothing herein shall be construed to require the **VILLAGE** to indemnify or make any payments in connection with any claim for which the **COUNTY** or the **DEPARTMENT** otherwise would not be liable, nor shall it be construed to waive any defenses that the **COUNTY**, the **DEPARTMENT** or the **VILLAGE** may otherwise have to any such claim. Furthermore, nothing herein shall be construed to require the **COUNTY** to indemnify the **VILLAGE** for the negligence of the **VILLAGE** or its officers, agents or employees; and further, nothing herein shall be construed to require the **COUNTY** to indemnify or make payments in connection with any claim for which the **VILLAGE** otherwise would not be liable.
7. This **AGREEMENT** shall become effective as of December 1, 2013 and shall continue through November 30, 2014 unless otherwise terminated by either party as hereinafter provided. This **AGREEMENT** may be renewed on an annual basis by resolution of the corporate authority of both parties or with the written agreement of the parties through their designated representatives. For purposes of the renewal of the terms and conditions contained in this **AGREEMENT** the **COUNTY** authorizes the Chief of the Bureau of Health Services or the Director of the **DEPARTMENT** to renew on its behalf.
8. The parties hereto shall at any time during the term of this **AGREEMENT** have the right to terminate same upon 30 days written notice to the other party, said notice to be sent certified mail, return receipt to: Director, Cook County Department of Public Health, 15900 S. Cicero Avenue, Building E, Oak Forest, IL 60452; or the Village Manager, Village of La Grange Park, 447 N. Catherine, La Grange Park, Illinois 60526.
9. It is expressly agreed by the parties hereto that all environmental health staff members of the **DEPARTMENT** shall be deemed its employees and shall be under the sole supervision and control of the **DEPARTMENT**.

10. This intergovernmental **AGREEMENT** may be amended only by resolution of the corporate authority of each party hereto.
11. If any provision of this **AGREEMENT** is invalid for any reason, such invalid portion shall not render invalid the remaining provisions of this **AGREEMENT** which can be given effect without the invalid provision to carry out the intent of the parties as stated herein.
12. Neither party hereto may assign this **AGREEMENT** in whole or in part without the written consent of the other party.
13. The waiver by a party or any breach or failure of the other party to perform any covenant or obligation contained herein shall not constitute a waiver of any subsequent breach.
14. This **AGREEMENT** represents the entire **AGREEMENT** between the parties and supersedes any and all prior **AGREEMENTS**, whether written or oral. Any modification of this **AGREEMENT** shall be valid only if in writing and signed by all parties hereto.
15. This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Illinois.
16. All notices relating to the **AGREEMENT** shall be either hand delivered to the party or mailed to the party by certified mail, return receipt requested to all respective parties at addresses as both appear in Section 8 of this **AGREEMENT**.
17. None of the provisions of this **AGREEMENT** is intended to create nor shall be designed or construed to create any relationship between the **COUNTY** and the **VILLAGE** other than of independent entities contracting with each other hereunder solely for effecting the provisions of the **AGREEMENT**. Neither of the parties hereto nor any of their respective representatives shall be construed to be the agent, the employer or representative of the other. The **VILLAGE** and the **COUNTY** will maintain separate and independent managements and each has full unrestricted authority and responsibility regarding its own organization and structure.
18. The execution of this **AGREEMENT** by the **COUNTY** shall be subject to the authorization of the Cook County Board of Commissioners adopted in accordance with applicable law.

IN WITNESS WHEREOF, the undersigned governmental units have caused this **AGREEMENT** to be duly executed and attached herewith are copies of the respective resolutions authorizing the signing official to execute this **AGREEMENT**.

VILLAGE OF LA GRANGE PARK
a municipal corporation

By: _____

Village President

ATTEST:

By: _____
Village Clerk

Dated:

COUNTY OF COOK, a body
corporate and politic

By: _____

Director, Cook County
Department of Public Health

Dated

RESOLUTION NO. 13-19

**RESOLUTION AUTHORIZING EXECUTION OF
A HEALTH INSPECTION SERVICES AGREEMENT
WITH THE COUNTY OF COOK**

WHEREAS, the Village of La Grange Park seeks to continue to retain the Cook County Department of Public Health to perform health and sanitation inspections within all businesses involved in the sale of food products; and

WHEREAS, the Cook County Department of Public Health undertakes this role for a number of Cook County communities on a contractual basis; and is qualified and staffed to undertake this role; and

WHEREAS, the Cook County Department of Public Health and is well qualified and staffed to undertake this role for the Village of La Grange Park.

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

1. That the *Intergovernmental Agreement for the Provision of Environmental Health Inspectional Services*, attached hereto is approved.
2. That the President is authorized to execute the agreement, and the Village Clerk is authorized to attest the agreement.
3. The Village Manager is authorized and directed to take such further actions as he deems necessary and appropriate to implement, administer and enforce this Resolution.

ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois this 22nd day of October, 2013.

YES:

NOS:

ABSENT:

Approved this 22nd day of October, 2013.

Dr. James L. Discipio, Village President

ATTEST: _____

Amanda G. Seidel
Village Clerk

APPROVED AS TO FORM-

VILLAGE ATTORNEY: Agreement Approved by Village Attorney on _____

Memorandum

TO: Trustee Patricia Rocco, Chairman
Finance Committee

FROM: Julia Cedillo, Village Manager

DATE: October 17, 2013

RE: *First Half & Second Half of August 2013*

Payments for operating expenses from the various funds for *first & second half of October 2013* includes:

	<u><i>First Half of October</i></u>	<u><i>Second Half of October</i></u>
General Fund	\$ 176,708.44	\$ 48,650.40
2004 Debt Service Fund	- 0 -	- 0 -
Water Fund	242,001.14	40,747.89
Motor Fuel Fund	- 0 -	- 0 -
Sewer Fund	15,554.32	21,486.96
Emergency Telephone	86.03	- 0 -
Trust & Agency Fund	190.00	- 0 -
Working Cash Fund	- 0 -	- 0 -
Capital Projects Fund	22,669.10	6,514.40
Total	\$ 457,209.03	\$ 117,399.65

Payment for salaries, deductions, and employer payroll costs for the *first & second half of October 2013* includes a payroll disbursement from:

	<u><i>First Half of October</i></u>	<u><i>Second Half of October</i></u>
General Fund	\$ 148,036.88	\$ 162,934.21
Water Fund	8,046.31	7,970.19
Sewer Fund	3,758.45	4,056.30
Trust & Agency	- 0 -	- 0 -
Total	\$ 159,841.64	\$ 174,960.70

Village Manager's Report

Village Board Agenda Memo

Date: October 16, 2013

To: President & Board of Trustees

From: Julia Cedillo, Village Manager 

RE: **Electrical Supply Bids – Water Plant**

GENERAL BACKGROUND:

At the October 8, 2013 Work Session the Village Board authorized the solicitation of prices for the supply of electricity for our Water Plant Pumping Station. At the present time the Village's electricity for this account (our largest) is being supplied by Integrys Energy. That supply contract expires in December 2013. As previously noted, the Village's energy broker, Energy Choices P.C. recommended soliciting prices for electricity now because prices are relatively favorable, but are trending upward.

Preliminary bids solicited on September 30, 2013 indicate that the lowest bidder was our incumbent provider Integrys. Because prices are held for just twenty four hours, Energy Choices once again solicited bids on today's meeting date (October 22, 2013), and have been distributed this evening, for the Board's consideration.

MOTION/ACTION REQUESTED:

Move to authorize the Village Manager to execute a contract (or contract renewal) with [insert supplier's name] for energy for the Village's Water Plant for a _____ year contract.

STAFF RECOMMENDATION:

Staff recommends that the Village Board authorize the Village Manager to execute a contract for energy supply to the Water Plant. As our consultant on this matter has opined, trends are such that electricity prices are steadily on the rise and therefore, it may be advantageous to secure a lower rate for the longer term.

DOCUMENTATION:

- October 22, 2013 spreadsheet summarizing bids *(to be distributed)*
- October 1, 2013 Village Board Agenda Memo and attachments

Village Board Agenda Memo

Date: October 1, 2013
To: Village President & Board of Trustees
From: Julia Cedillo, Village Manager 
RE: Electricity Supply Contract – Water Plant

PURPOSE

To seek Village Board approval to solicit electricity supply bids for the water plant pumping station for the October 22nd Board Meeting.

GENERAL BACKGROUND:

The Village purchases electricity from an alternative energy supplier for its largest account, the water plant pumping station. The Village became involved in the purchase of energy from alternate energy suppliers through the Municipal Energy Collaborative (MEC) formed by the Metropolitan Mayors' Caucus and Enterpriz Cook County. Energy Choices P.C., an energy broker, has also served the Village and the MEC in the acquisition of energy contracts from suppliers since 2006.

At the present time, the Village's electricity for this account is being supplied by Integrys Energy. That supply contract expires in December 2013. The Village's energy broker, Energy Choices, recommends soliciting prices for electricity now because prices are relatively favorable, but appear to be on the rise. As such, Energy Choices solicited preliminary bids of the Village's behalf for 1-year and 2-year supply contracts. Included with this memorandum is a table reflecting the prices bid by five energy suppliers. The low price for each contract year was submitted by Integrys Energy, our incumbent provider. The prices bid are lower than the Village's current supply contract.

Contract Term	Total Savings
1-year	\$6,585
2-year	\$12,040

The quotes received from the lowest bidder show the potential annual savings of \$6,585 for a one-year contract and \$12,040 for a two-year contract. While the annual savings diminishes slightly for the two-year term, trends suggest that prices are increasing. As such, it might be advantageous to lock in prices for a supply contract with an alternative energy supplier for the longer term.

Energy suppliers will not hold their prices firm for more than 24 hours. Accordingly, if the Board agrees to solicit prices, it will be necessary to solicit bids immediately before the October 22nd Board meeting. The energy broker would solicit the three firms on the attached table. The staff would advise the Board of the bid results by email before the meeting.

MOTION/ACTION REQUESTED

Move to authorize the Village Manager to solicit updated bids for the October 22nd Board Meeting, for consideration and action that evening, as energy suppliers will not hold their prices for more than 24 hours.

If approved, probable Motion/Action for the October 22nd Board Meeting: Move to authorize the Village Manager to execute a contract (or contract renewal) with [Insert Supplier's Name] for energy for the Village's water plant for a _____ year term contract.

STAFF RECOMMENDATION:

Staff recommends that the Village Board authorize the Village Manager to solicit updated bids for the October 22nd Board Meeting, for consideration and action that evening, as energy suppliers will not hold their prices for more than 24 hours. As the memo from Energy Choices opines, trends are such that electricity prices are likely to continue to rise in the coming months. Securing a contract early while prices are lower would be to the advantage of the Village.

DOCUMENTATION

- Table summarizing energy costs (Pricing date is September 30, 2013)
- Electricity Procurement Memo from Mollie VanderLaan, Energy Choices

VILLAGE OF LAGRANGE PARK
Electric Pricing Analysis



SUPPLIER NAME	12 Month	24 Month
Current Supplier Rate	\$0.06261	\$0.06261
MidAmerican Energy	\$0.05035	\$0.05166
Integrys Energy	\$0.04757	\$0.04886
Constellation Energy	\$0.04854	\$0.04969
energy.me	\$0.05273	\$0.05550
Ameren Energy	\$0.04952	\$0.05086

Best Price	\$0.04757	\$0.04886
Annual kWh Usage	437,793	437,793
Annual Supplier Expense	\$20,826	\$21,391
Savings over Current Price	\$6,585	\$6,020
Estimated Annual ComEd Delivery Cost	\$8,756	\$8,756
TOTAL ESTIMATED COST	\$29,582	\$30,147

NOTES/DISCLAIMERS

**These prices are valid up until 5pm on the day they were quoted. Price updates are subject to change based on market conditions.*

***Historical Usage is based on the last 12 months of usage as noted on ComEd's Powerpath website.*

To: Julia Cedillo
 From: Mollie VanderLaan
 Subj: Electricity Procurement
 Date: September 30, 2013

Julia,

Thank you for working with Energy Choices on your electricity renewal. Please find following an assessment of your situation in light of the current market and opportunities you may want to explore.

Current Situation:

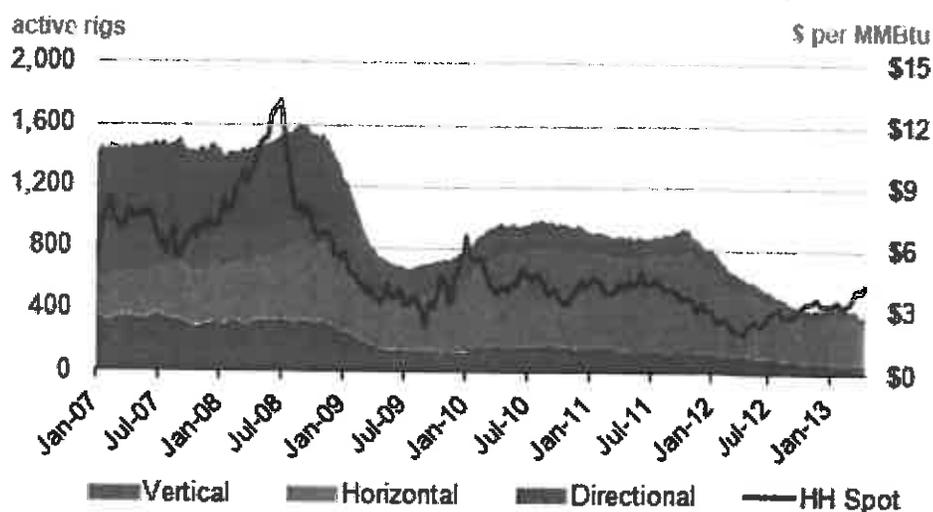
LaGrange Park has one pumping account with Integrys Energy. This contract expires in December.

Electricity Market:

Even though most of the electricity in northern Illinois comes from base-loaded nuclear and coal-fired generation facilities, since ComEd joined PJM in 2003, the price of natural gas has had an increasing affect on electricity prices. Natural gas fired generation plants are the marginal generators that satisfy electricity consumption. As a result, to fully understand the drivers behind electricity pricing, one has to first examine the natural gas market.

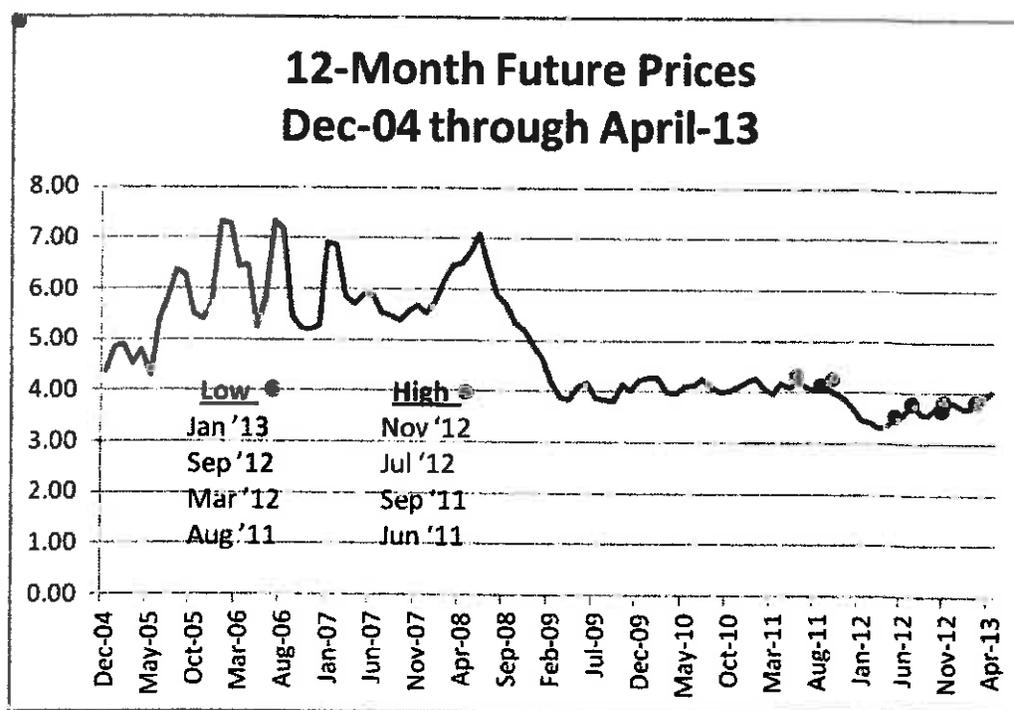
Natural gas near-term outlook –After natural gas prices reached a low in April 2012 of \$2.00/mmBtu, prices have rebounded to the \$4.50 to \$5.00/mmBtu range. Aggressive drilling programs, the expansion of hydraulic fracturing, a poor economy and mild winter weather in the gas-heating states in the winter of 2011/2012 contributed to the highest levels of gas in storage in 2012. The response to the glut of supply and low prevailing gas prices has been to reduce drilling activity until prices rebound. (see figure below showing drilling activity and Henry Hub spot prices.)

Weekly natural gas rig count and average spot Henry Hub



Natural gas long-term outlook – As the US economy improves, there will be increased demand for natural gas and electricity. Adding to this demand are the following factors: environmental factors that are forcing the retirement of coal-fired generating units, the use of natural gas as a transportation fuel (especially for trucking) and the prospect of natural gas exports (to other countries where the market price is three to five times greater than the current domestic price). Also, with environmental questions regarding hydraulic fracturing’s safety, there will be higher drilling costs and probably consolidation in the industry as conditions favor those firms that can operate cost-effectively with increased regulation.

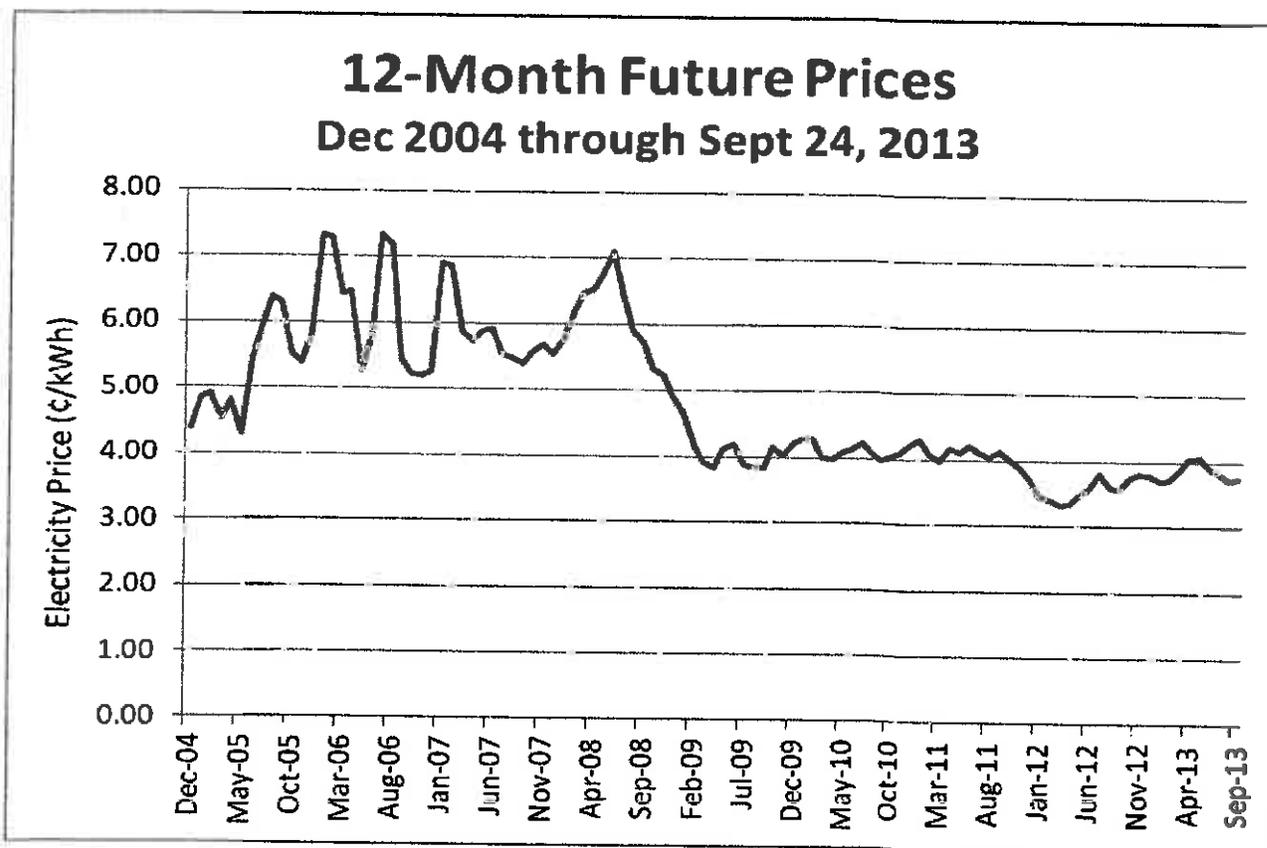
Electricity Pricing – Shown below is a chart of 12-month future pricing for commodity electricity (energy only, representative commercial customer) into ComEd. After a low of 3.3¢/kWh in March of 2012, the overall direction for electricity pricing has been upward. (Note: The electricity price low of March ’12 correlates with the low in the price for natural gas prices, shown above.) Like natural gas, there aren’t many fundamental factors pointing to lower electricity prices in the future. While no one knows where prices are going, there appears to be a greater likelihood that prices will go up rather than decrease.



Also shown on the chart are monthly highs and lows over the past two years. Green dots show market lows, while red dots show monthly market high prices. While spot market prices are heavily influenced by the decrease in demand during spring and fall, there doesn’t seem to be any seasonality in the 12-month future electricity price which cover an entire year. As a result, the implementation schedule of a procurement strategy should look beyond locking in prices during the spring and/or fall.

Recommendation

Energy Choices recommends that Village of LaGrange Park purchases for these sites sooner rather than later because of the potential upside price risk. We recommend the two year contract since there are savings and it hedges against further potential price increases.



Electricity Pricing at a Glance

Electricity prices continue their near record lows. There appears to be little market force driving prices down any lower. While the economy has yet to spring back, when it does, prices will rise. The three-year electricity strip is almost flat, indicating that today's reasonable prices can be locked in for several years into the future.

Administration Committee

Robert Lautner, Chair
Michael Sheehan
Mario Fotino

Village Board Agenda Memo

Date: October 22, 2013

To: President & Board of Trustees

From: Emily Rodman, Assistant Village Manager 

Julia Cedillo, Village Manager 

RE: **China Cat Productions, LLC Rooftop Lease Amendment - REVISED**

BACKGROUND

On November 13, 2012, the Village Board approved a lease with DRW Holdings d/b/a China Cat Productions, LLC to install two satellite dishes on the Village's water tower located at 937 Barnsdale Road (adjacent to the Public Works facility). The dishes are used solely for the company's internal communications. The current lease expires on January 9, 2014 and contains two one year renewal options. The monthly lease rate is \$2,000 with no annual escalator.

China Cat Productions has requested to install two additional dishes on the Village's water tower. The proposed dishes are the same size as the existing dishes, approximately 24" in diameter and will be installed on the existing masts. The Village Engineer has reviewed the structural assessment and confirmed that the tower can support the installation of the additional equipment.

China Cat Productions has requested a lease term of one year with the option to renew the lease for up to ten additional one year terms. They have agreed to a monthly lease rate of \$4,000 and have agreed to an annual escalator of 3%.

The installation of the proposed equipment does not require zoning approval. If the amendment to the lease is approved, China Cat Productions will be required to obtain building permits prior to installing the equipment.

UPDATE

At the October 8, 2013 Work Session, the Village Board requested information regarding the Village's existing lease agreements with other entities on the water tower (see attached Summary of Current Water Tower Lease Agreement Parameters). In addition to China Cat Productions, the Village currently leases space to Verizon, Clear Wireless, T-Mobile and U.S. Cellular. These leases were entered into between 1997-2009. The initial terms of each of the leases is 5 years, with renewal options of up to 20-25 years. The currently monthly lease rates for three of the users range between \$2,013 and \$2,251. The fourth and largest user pays \$4,330 monthly. The annual escalators range from 3% - 4%.

Comparatively, the proposed installation by China Cat Productions has a significantly smaller footprint than any of the other users on the water tower. The proposed lease rate of \$4,000 monthly would be the second highest monthly rent of existing users on the tower. The proposed escalator of 3% has been confirmed by an industry expert to be the current market rate. Staff has confirmed that China Cat Productions would be amendable to a renewal option of five one year terms (as opposed to the ten one year terms originally proposed). However, staff recommends that due to the highly competitive lease rate and escalator that are proposed in the amendment, the Village consider the 10 year renewal option.

Two changes have been made to the proposed lease amendment. The proposed Commencement Date has been revised to November 1, 2013 from October 22, 2013 to eliminate the need to pro-rate rental payments for the month of October. The end date of the lease has also been revised from October 22, 2014 to October 31, 2014 to coincide with the revised Commencement Date. China Cat Productions has reviewed the proposed lease amendment and is agreement with the terms.

MOTION/ACTION REQUESTED:

Two motions have been provided below, one approving an amendment to the lease with a five year renewal option and one approving an amendment to the lease with a ten year renewal option.

Motion to approve the First Amendment to Rooftop Lease for 937 Barnsdale Road between China Cat Productions, LLC and the Village of La Grange Park, incorporating a five one-year renewal option.

-or-

Motion to approve the First Amendment to Rooftop Lease for 937 Barnsdale Road between China Cat Productions, LLC and the Village of La Grange Park, incorporating a ten one-year renewal option.

DOCUMENTATION:

- Ordinance Approving First Amendment to Rooftop Lease for 937 Barnsdale Road between China Cat Productions, LLC and the Village of La Grange Park
- Proposed First Amendment to Rooftop Lease
- Existing Lease Agreement
- Letter from Hancock Engineering – September 30, 2013
- Photo of existing equipment
- Summary of Current Water Tower Lease Agreement Parameters

ORDINANCE NO. 978

**ORDINANCE APPROVING ROOFTOP LEASE
AT BARNSDALE WATER TOWER FOR
CHINA CAT PRODUCTIONS LLC**

WHEREAS, China Cat Productions LLC, a Delaware limited liability company, is currently leasing space on the Village's water tower at 937 Barnsdale, LaGrange Park, Illinois for two (2) satellite dishes, and related equipment pursuant to a Lease dated November 13, 2012 ("Lease"); and

WHEREAS, China Cat Productions LLC has proposed an amendment to its Lease, to allow it to install two (2) additional satellite dishes, and has agreed to increase the rent from \$2,000.00 per month to \$4,000 per month with 3% increases each year (the "Lease Amendment"); and

WHEREAS, the Village Attorney has approved the form of the Lease Amendment; and

WHEREAS, the Village President and Board of Trustees find that it is in the best interests of the Village to accept the Lease Amendment; and

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

SECTION 1: That the Lease Amendment be and hereby is approved; provided, however, that no installation of satellite dishes and related equipment shall commence until issuance of all required permits by the Village of LaGrange Park Building Department.

SECTION 2: That this Ordinance shall become effective and shall be in full force and effect from and after its passage subject to continued compliance with the conditions set forth herein.

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois, this 22nd day of October, 2013.

James L. Discipio, Village President
Village of La Grange Park

ATTEST: _____

Amanda Seidel
Village Clerk

Vote taken by the Board of Trustees on passage of the above ordinance:

AYES:

_____	_____
_____	_____
_____	_____
_____	_____

NOS:

_____	_____
_____	_____
_____	_____
_____	_____

CERTIFIED TO BE CORRECT:

Village Clerk

FIRST AMENDMENT TO ROOFTOP LEASE 937 Barnsdale Rd

THIS FIRST AMENDMENT TO ROOFTOP LEASE (this "**First Amendment to Lease**") is entered into by and between the Village of LaGrange Park, a municipal corporation ("**Landlord**") and China Cat Productions LLC, a Delaware limited liability company ("**Tenant**").

This First Amendment to Lease is entered into based upon the following facts, circumstances and understandings:

A. WHEREAS, Landlord and Tenant, on November 13, 2012, entered into a Lease for Tenant's rental of a 24" x 24" space ("the **Premises**") on the Landlord's water tower located at 937 Barnsdale Road, LaGrange Park, Illinois and commonly known as the "Water Tower Property" (or the "**Property**") for the placement of a wireless communication system for voice and data transmissions, together with easements over portions of the Property as designated for Tenant's access and utilities to the Premises. That Lease commenced on January 9, 2013.

B. WHEREAS, Tenant now desires to add two (2) additional antennae and related equipment to its wireless communications system at the Premises.

C. WHEREAS, Landlord is willing to amend the Lease subject to the terms and conditions set forth below.

WHEREFORE, in consideration of the facts, circumstances and understandings set forth above and the terms and conditions set forth herein, the parties, intending to be legally bound hereto, agree to delete Sections 1, 2, 3, and 4 of the Lease and Exhibit C to the Lease and to substitute the following Sections 1 through 7 and Exhibit C:

1. **Term.** The term of the Lease, as amended by this First Amendment to Lease, shall commence on November 1, 2013 (the "**Commencement Date**") and end at midnight on October 31, 2014 (the "**Amended Term**").

2. **Permitted Use.** The Premises may be used by Tenant for the transmission and reception of communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of its Antennae Facilities described in paragraph 5 below and in Exhibit attached hereto in accordance with the terms and conditions of Lease and this First Amendment to Lease (the "**Permitted Use**"). Landlord represents and warrants that as of the date hereof, there are many other pre-existing wireless communication systems (other than systems for the personal use of residents in the Building) located on the Property. Landlord covenants and agrees that during the Term of the Lease, including any renewal hereof, Tenant will be entitled to the exclusive use of the Premises for the installation and operation of the Antennae Facilities, subject to the rights of all existing lessees and licensees.

3. **Rent.** Tenant shall pay Landlord, as rent for the Amended Term \$4,000 per month ("**Rent**"). Rent for the first month shall be payable within twenty (20) days following the Commencement Date, prorated for the remainder of the month in which the Commencement Date falls, and thereafter, Rent will be payable monthly, in advance, by the fifth day of each month to Landlord at its principal office. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason (other than a default by Tenant) and all prepaid Rent for that month shall be immediately refunded to Tenant. Rent shall increase by 3% (to \$4,120 per month) for the first Renewal Term and shall increase by 3% (to \$4,234 per month) for the second Renewal Term. For each Renewal Term thereafter, Rent shall increase by an additional 3% over the previous year's Rent.

4. **Renewal.** Tenant shall have the right to extend this Lease for ____ () additional one (1) year renewal terms (each a "**Renewal Term**"). This Lease may be renewed by Tenant for each successive Renewal Term subject to the satisfaction of the following conditions: (i) Tenant is not then in default under the terms of this Lease beyond any applicable grace or cure period, and (ii) Tenant has delivered to Landlord written notice of its exercise of the right to extend this Lease for the next succeeding Renewal Term not later than sixty (60) days prior to the expiration of the then-existing Term of this Lease. Any reference in this Lease to the Term shall include the Initial Term, Amended Term and/or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease without complying with the notice requirements set forth above, or if Tenant shall remain in possession of the Premises during any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease, except that Rent shall be equal to one hundred fifty percent (150%) of the Rent which would otherwise be in effect as of such dates, and Landlord shall have all rights and remedies available under this Lease and applicable law as a result of Tenant's failure to vacate the Premises in accordance with the terms of this Lease.

5. **Antennae Facilities.** Landlord and Tenant agree that the attached Exhibit C shows the antennae and related improvements, personal property and facilities necessary to operate its wireless communications system, which shall consist of

a total of 4 radio transmitting and receiving antennas, microwave dishes, equipment cabinets and related cables and utility lines and other associated equipment as described on Exhibit "C" attached hereto.

6. Capitalized Terms. Except where specifically defined in this First Amendment to Lease, all capitalized terms in this Amendment shall have the same definitions and meanings ascribed to them in the Lease.

7. Survival of Lease. Except where specifically amended by this First Amendment to Lease, all other terms and conditions of the Lease shall remain in full force and effect.

The effective date of this Lease shall be October 22, 2013 (the "Effective Date").

[signature page follows]

LANDLORD: VILLAGE OF LA GRANGE PARK

By: _____
Printed Name: _____
Its: _____
Date: _____

TENANT: CHINA CAT PRODUCTIONS LLC, a Delaware limited liability company

By: _____
Printed Name: _____
Its: _____
Date: _____

EXHIBIT A
Legal Description

The Property is legally described as follows:

LOTS NINE AND TEN IN BLOCK FOUR AND LOTS ONE THROUGH TEN, BOTH INCLUSIVE, IN BLOCK SEVEN AND ALL OF VACATED GARFIELD AVENUE LYING SOUTH OF LOT TEN IN BLOCK FOUR AND LYING NORTH OF LOT ONE IN BLOCK SEVEN, ALL IN H.O. STONE AND COMPANY'S ADDITION TO LAGRANGE PARK, BEING A SUBDIVISION IN THE EAST HALF OF SECTION THIRTY THREE, TOWNSHIP THIRTY NINE NORTH, RANGE TWELVE EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON MARCH 29, 1924 AS DOCUMENT NO. 8339801.

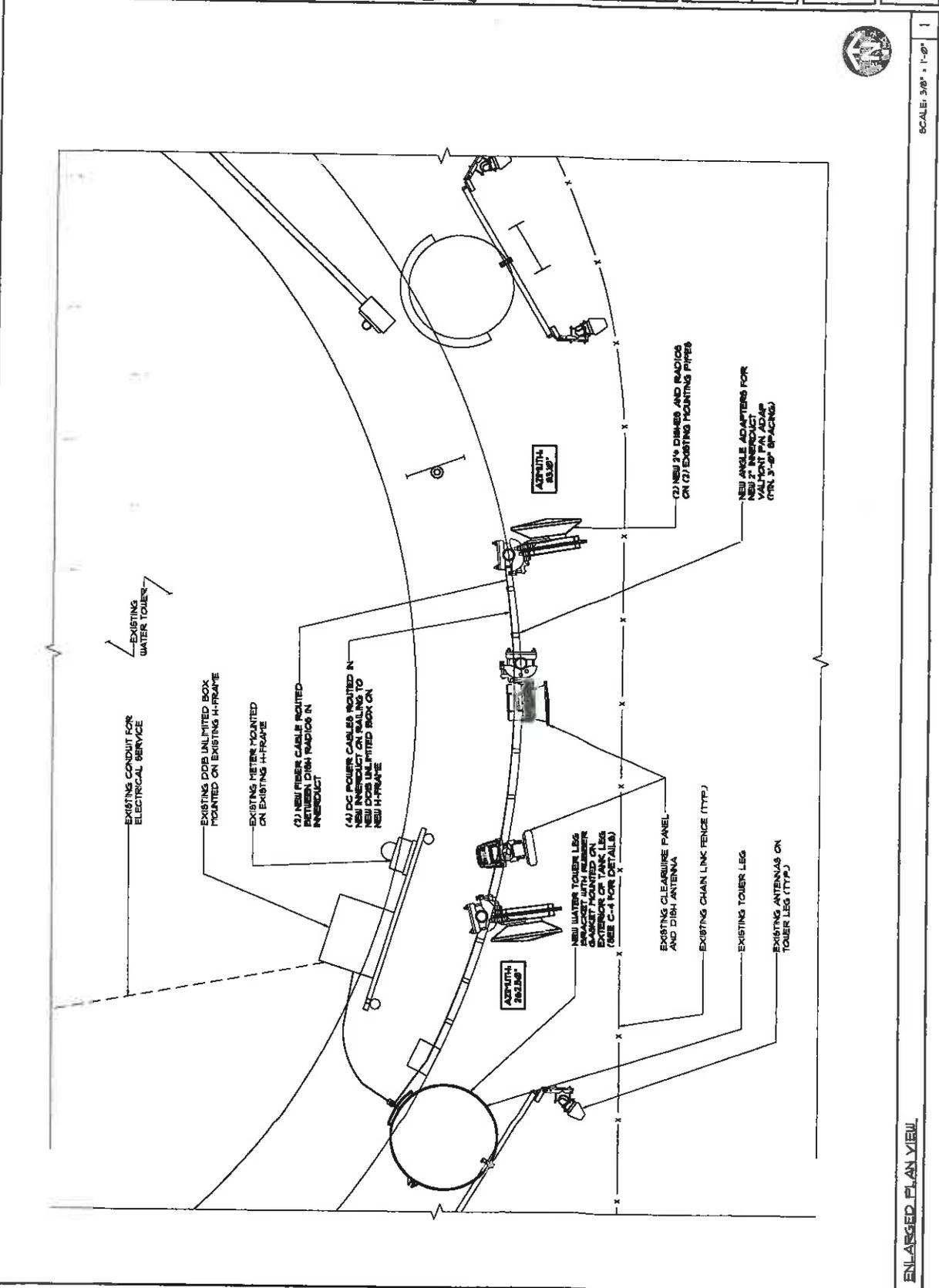
EXHIBIT B

**The location of the Premises within the Property (together with access and utilities)
is more particularly described and depicted as follows:**

EXHIBIT C
Description of the Antennae Facilities

Group Exhibit C
Pg 1 of 3

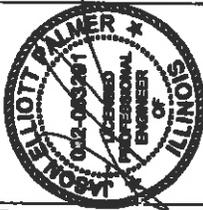
China Cat Productions 3409 W. MADISON ST. SUITE 2100P CHICAGO, IL 60641	FULLERTON ENGINEERING CONSULTING 1900 W. BRYN MAWR AVE. SUITE 200 ROSELAND, ILLINOIS 60018 TEL: 708.329.1200 FAX: 708.329.2204 DESIGN FIRM NO. 184-000488 www.fullertonengineering.com		<table border="1"> <thead> <tr> <th>REVISION</th> <th>DATE</th> <th>BY</th> <th>CHKD</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td></td> <td>PERMIT</td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> <td>REVISION 1</td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> <td>REVISION 2</td> </tr> <tr> <td>4</td> <td></td> <td></td> <td></td> <td>REVISION 3</td> </tr> </tbody> </table>	REVISION	DATE	BY	CHKD	DESCRIPTION	1				PERMIT	2				REVISION 1	3				REVISION 2	4				REVISION 3	SITE NAME LA GRANGE PARK UT SITE ADDRESS 517 SOUTH BARRSDALE ROAD LA GRANGE PARK, IL 60525 SHEET NAME ANTENNA DETAIL SHEET NUMBER C-2
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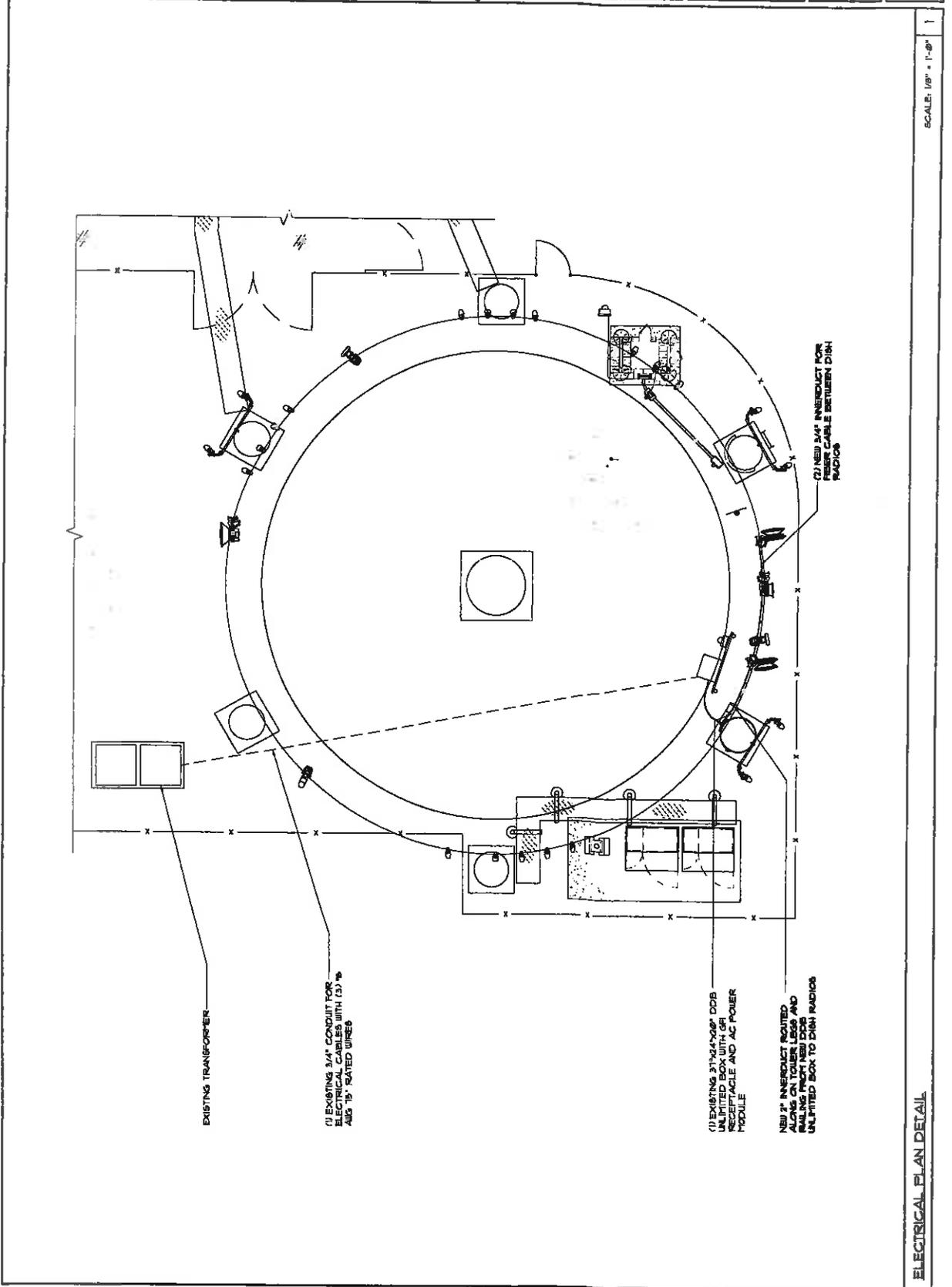


ENLARGED PLAN VIEW

SCALE: 3/8" = 1'-0"

Group Exhibit C
Pg. 3 of 3

China Cat Productions 540 W. MADISON ST. SUITE 1100 CHICAGO, IL 60601	FULLERTON ENGINEERING & DESIGN 900 W. BRYN MAWR AVE. SUITE 200 ROSELAND, IL 60468 TEL: 815-292-0000 FAX: 815-292-0006 DESIGN FIRM NO. 184-02948 www.fullertoneng.com		<table border="1"> <tr> <th>CHECKED BY:</th> <th>J.P.</th> </tr> <tr> <th>APPROVED BY:</th> <th>J.P.</th> </tr> <tr> <th>DATE:</th> <th>DESCRIPTION:</th> </tr> <tr> <td>1/14/11</td> <td>PERMITS</td> </tr> <tr> <td>A. 1/10/11</td> <td>REVISION 1</td> </tr> <tr> <td>B. 2/10/11</td> <td>REVISION 2</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	CHECKED BY:	J.P.	APPROVED BY:	J.P.	DATE:	DESCRIPTION:	1/14/11	PERMITS	A. 1/10/11	REVISION 1	B. 2/10/11	REVISION 2													SITE NAME LA GRANGE PARK UT SITE ADDRESS 181 SOUTH BARRSDALE ROAD LA GRANGE PARK, IL 60526 SHEET NAME UTILITY PLAN AND DETAILS SHEET NUMBER E-1
CHECKED BY:	J.P.																											
APPROVED BY:	J.P.																											
DATE:	DESCRIPTION:																											
1/14/11	PERMITS																											
A. 1/10/11	REVISION 1																											
B. 2/10/11	REVISION 2																											



ROOFTOP LEASE 937 Barnsdale Rd

THIS ROOFTOP LEASE (this "Lease") is by and between the Village of LaGrange Park, a municipal corporation ("Landlord") and China Cat Productions LLC, a Delaware limited liability company ("Tenant").

This Lease is entered into based upon the following facts, circumstances and understandings:

A. **Premises.** Landlord owns certain real property legally described in Exhibit "A" attached hereto with a common property address of 937 Barnsdale Rd., Chicago, Illinois and commonly known as the "Water Tower Property" (the "Property"). Tenant desires to lease a portion of space on top of the water tower (the "Building") located on Landlord's Property for the placement of a wireless communication system for voice and data transmissions (as more fully described herein), together with the designated easements over portions of Landlord's Property and the Building and or, if applicable, shared use of Landlord's easements over other real property as designated for Tenant's access and utilities to the leased area (altogether the "Premises"), as depicted and described on Exhibit "B" attached hereto. Landlord represents and warrants that it has the complete right and authority to grant the rights set forth herein and that Landlord has full rights of ingress to and egress from the Premises from a public roadway.

B. Tenant desires to construct and operate a wireless communications system at the Premises.

C. Based on the foregoing facts, circumstances and understandings set forth herein and on the terms and conditions set forth below, Landlord is willing to lease the Premises to Tenant for Tenant's proposed use subject to the terms and conditions of this Lease.

WHEREFORE, in consideration of the facts, circumstances and understandings set forth above and the terms and conditions set forth herein, the parties, intending to be legally bound, hereto agree as follows:

1. **Term.** The initial term of the Lease shall be one (1) year commencing on the date that Tenant commences construction at the Premises (the "Commencement Date"), and terminating at midnight on the last day of the first (1st) anniversary of Commencement Date (the "Initial Term").

2. **Permitted Use.** The Premises may be used by Tenant for the transmission and reception of communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of the Antennae Facilities (as defined below) in accordance with the terms and conditions of this Lease (the "Permitted Use"). Landlord represents and warrants that as of the date hereof, there are many other pre-existing wireless communication systems (other than systems for the personal use of residents in the Building) located on the Property. Landlord covenants and agrees that during the term of this Agreement, including any renewal hereof, Tenant will be entitled to the exclusive use of a 2' x 2' area of the water tower structure on the Property for the installation and operation of 2 wireless antennae, subject to the rights of all existing lessees and licensees.

3. **Rent.** Tenant shall pay Landlord, as rent, \$2,000 per month ("Rent"). Rent for the first month shall be payable within twenty (20) days following the Commencement Date, prorated for the remainder of the month in which the Commencement Date falls, and thereafter, Rent will be payable monthly, in advance, by the fifth day of each month to Landlord, at the written direction of the Landlord. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason (other than a default by Tenant) and all prepaid Rent for that month shall be immediately refunded to Tenant.

4. **Renewal.** Tenant shall have the right to extend this Lease for two (2) additional one (1) year renewal terms (each a "Renewal Term"). This Lease may be renewed by Tenant for each successive Renewal Term subject to the satisfaction of the following conditions (i) Tenant is not then in default under the terms of this Lease beyond any applicable grace or cure period, and (ii) Tenant has delivered to Landlord written notice of its exercise of the right to extend this Lease for the next succeeding Renewal Term not later than sixty (60) days prior to the expiration of the then existing Term of this Lease. Any reference in this Lease to the Term, shall include the Initial Term and/or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease, except that Rent shall be equal to one hundred fifty percent (150%) of the Rent which would otherwise be in effect as of such dates, and Landlord shall have all rights and remedies available under this Lease and applicable law as a result of Tenant's failure to vacate the Premises in accordance with the terms of this Lease.

5. **Interference.** Tenant shall not use the Premises in any way which interferes with the use of the Property by (i) Landlord; provided, however, that Landlord agrees that installation and operation of the Antenna Facilities as contemplated by this Lease shall not be deemed to interfere with Landlord's use of the Property, or (ii) lessees or licensees of Landlord with

rights in the Property. Similarly, Landlord shall not use, nor shall Landlord knowingly permit its owners, lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which materially adversely interferes with the Permitted Use of the Premises by Tenant, causes interference with the voice and data transmissions to and from the Antenna Facilities, increases Tenant's costs under this Lease or is otherwise a breach of Landlord's representations, warranties or covenants under this Lease (except as may be allowed under leases, licenses or other agreements in effect at the time of this Lease). To the extent required by law, Tenant shall license its frequencies with the appropriate governmental authorities to operate the Antenna Facilities. If any interference with Tenant's Permitted Use exists in violation of the terms of this Lease or any interference caused by Tenant exists in violation of the terms of this Lease, it shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right to terminate this Lease immediately upon written notice. For further clarification, Landlord or Tenant, as applicable, must provide the interfering party with evidence of such interference and provide for a reasonable time period to resolve the interference; provided, however, if any such interference is not resolved within ten (10) days, Tenant may terminate this Lease.

6. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its sole expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its wireless communications system, which shall consist, without limitation, of radio transmitting and receiving antennas, microwave dishes, equipment cabinets and related cables and utility lines and other associated equipment as described on Exhibit "C" attached hereto (collectively, the "Antenna Facilities"). Tenant shall have the right, at its sole expense, to alter, replace, enhance or upgrade the Antenna Facilities at any time during the term of this Lease in the ordinary course of Tenant's business, except that any alteration, replacement or upgrade of the Antenna Facilities which exceeds the dimensions of the Premises or the previously installed dimensions of the Antenna Facilities, shall require the prior written consent of Landlord. Tenant shall cause all construction, maintenance, operation and removal of the Antennae Facilities to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall have the right to remove the Antenna Facilities at any time, at its sole cost, during and upon the expiration or termination of this Lease, provided that Tenant complies with all other terms of this Lease in connection with such removal. Upon such removal, the Premises shall be returned to Landlord in the same or as near as condition as when received, normal wear and tear and casualty excepted.

(b) Tenant, at its sole expense, may use any and all appropriate means of restricting access to the Antenna Facilities, subject to compliance with applicable laws and ordinances.

(c) Tenant shall, at its sole expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair, and in compliance with all applicable laws and ordinances during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in the same or as near as condition as when received, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators, the location of which shall be subject to the prior written approval by Landlord) and or to connect into the existing utilities at the Property. Landlord agrees to use reasonable efforts in assisting Tenant in connection with all such utility related activities. Tenant shall, wherever practicable, at its sole cost and expense, install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed, Tenant shall pay the periodic charges based on the good faith estimates of Landlord and Tenant of all utilities attributable to Tenant's use. Tenant shall have the right to install necessary conduit and sleeving from the roof to the point of connection within the Building subject to prior approval by Landlord. Landlord shall diligently correct any variation, interruption or failure of utility service, within Landlord's reasonable control. Landlord and Tenant acknowledge that to the extent Tenant is submetering utilities from Landlord's existing utilities, Tenant may immediately terminate this Lease on written notice to Landlord and without penalty or further payment of Rent, to the extent that there is an interruption of utilities for more than five (5) business days caused by any non-payment of utility fees by Landlord and Landlord is unable to restore service immediately following such five (5) day period; provided, however, Tenant reserves the right to pay such outstanding utility costs and be entitled to reimbursement from Landlord for all such utility expenses.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant a non-exclusive easement in, under and across the Property, in such areas as are designated by Landlord on Exhibit B, for ingress, egress, utilities and access to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises ("Access") at all times during the Term of this Lease, subject to reasonable restriction of access by Landlord to accommodate repairs and maintenance of the Property.

In the event Landlord, its employees or agents impede or deny Access to Tenant in a manner not permitted by this Lease for five (5) days following written notice to Landlord, Tenant may terminate this Lease and pursue any remedy at law or in equity.

7. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability, as follows:

(a) by Tenant, prior to Tenant's installation of the Antenna Facilities on the Premises, if Tenant is unable to obtain any license (including without limitation an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities and after Tenant's installation if any such permit, approval or easement is canceled, expires or is withdrawn or terminated, or if Licensee's ability to use the Antenna Facilities is otherwise frustrated by applicable laws;

(b) upon thirty (30) days' written notice by Tenant if the Property, the Building or the Antenna Facilities are, or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

(c) immediately upon written notice by Tenant if the Building or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect Tenant's use of the Antenna Facilities and the Premises cannot reasonably be repaired to their previously existing condition within thirty (30) days. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises are restored to the condition existing immediately prior to such damage or destruction; or

(d) by either Landlord or Tenant, at the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

8. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, either party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 11 hereof, to take effect immediately, if the other party (i) fails to cure any monetary failure, for a period of thirty (30) days after receipt of written notice thereof to the other to cure or (ii) commits a material breach of this Lease and fails to diligently pursue such cure to its completion after sixty (60) days' written notice to the defaulting party. Notwithstanding the foregoing, in the event any interference with the voice and data transmissions to and from Tenant's Antenna Facilities is not eliminated within ten (10) days, as provided in Section 5 above, Tenant may terminate this Lease.

9. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Premises. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which are directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease has not expired of its own terms or is not terminated by either party. Landlord hereby grants to Tenant the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property or real property tax assessments that may affect Tenant. If Landlord receives notice of any personal property or real property tax assessment against the Landlord, which may affect Tenant and is directly attributable to Tenant's installation and Tenant's Antenna Facilities, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment; such notice must comply with Section 11 below. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 9.

10. Insurance and Subrogation and Indemnification

(a) Tenant will provide Commercial General Liability Insurance in an aggregate amount of \$5,000,000.00 per occurrence and \$5,000,000 annual aggregate, Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain. Landlord will be named as an additional insured with respect to the General Liability and Excess Liability policies if used to meet the required insurance under this section. Tenant shall also maintain in force, at its expense, during the term of this Lease, "all risk" property insurance on the Antenna Facilities. Upon written request, Tenant shall furnish Landlord certificates of insurance evidencing the insurance coverage required under this subsection.

(b) Landlord will provide Commercial General Liability Insurance in an aggregate amount of \$5,000,000.00 per occurrence and \$5,000,000 annual aggregate, Landlord may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Landlord may maintain. Tenant will be named as an additional insured with respect to the General Liability and Excess Liability policies if used to meet the required insurance under this section. Landlord shall also maintain in force, at its expense, during the term of this Lease, "all risk" property insurance on the Building with

replacement cost coverage to cover any loss thereof or damage thereto. Upon written request, Landlord shall furnish Tenant certificates of insurance evidencing the insurance coverage required under this subsection.

(c) The proceeds of any property coverage retained by Tenant shall be payable exclusively to Tenant and the proceeds of any property coverage retained by Landlord shall be paid exclusively to Landlord. The proceeds under Tenant's Commercial General Liability Insurance or under Landlord's Commercial General Liability Insurance shall be payable to the person entitled to receive such proceeds.

(d) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder or required by this Lease to be insured irrespective of whether such insurance is actually obtained. In the event of such loss, neither party's insurance company shall have a subrogated claim against the other. To the extent loss or damage is not covered by their first party property insurance policies, or would not have been covered by the insurance policies required under this Lease, Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of the willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified party or anyone claiming through the indemnified party. The indemnifying party's obligations under this section are contingent upon (i) its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and (ii) the indemnified party's granting it the right to control the defense and settlement of the same. Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this Lease for a period of one (1) year. Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property, including the Premises.

11. **Notices.** All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

China Cat Productions LLC
540 W. Madison St., Suite 2500
Chicago, Illinois 60661

Attn:
Telephone Number:
Facsimile Number:

With a copy to:

China Cat Productions LLC
540 W. Madison St., Suite 2500
Chicago, Illinois 60661

Attn:
Telephone Number:
Facsimile Number:

If to Landlord, to:

Village of LaGrange Park
447 N. Catherine
LaGrange Park, Illinois 60526
Attn: Village Manager
Telephone Number: 708-354-0225
Facsimile Number: 708-354-0241
E-mail: jcedillo@lagrangepark.org

12. **Quiet Enjoyment, Title and Authority.** Landlord and Tenant each covenant and warrant to the other party that (i) it has full right, power and authority to execute this Lease; and (ii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on such party. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

13. **Environmental Laws.** Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation which is present in quantities prohibited by applicable law. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other

properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Tenant prior to and during the Initial Term and any Renewal Term of this Lease. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 13 shall survive the termination or expiration of this Lease for a period of one (1) year.

14. Assignment and Subleasing. Tenant shall have the right to assign or otherwise transfer this Lease and the Easements to any person or business entity which is authorized pursuant to and FCC licensed to, operate the Antenna Facilities and is a parent, subsidiary or affiliate of Tenant, is merged or consolidated with Tenant or purchases more than fifty percent (50%) of either an ownership interest in Tenant or the assets of Tenant, provided such assignee executes an assignment and assumption of this Lease in a commercially reasonable form, which shall not be necessary if the transaction merely results in a change in control of Tenant. Upon such assignment, Tenant shall no longer be liable for the liabilities or obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord and approval by Landlord of the subtenant and the subtenant's proposed use of the Premises.

Additionally, Tenant may, upon notice to Landlord, grant a security interest in the Antenna Facilities, and may assign the Antenna Facilities to any holders of security interests, including their successors or assigns (collectively "Lender"). In such event, Landlord shall execute such consent to equipment financing in form reasonably satisfactory to Landlord as may reasonably be required by Tenant's Lender. Landlord agrees to notify Tenant and Tenant's Lender simultaneously of any default by Tenant and to give Tenant's Lender the same right to cure any default as Tenant or to remove any property of Tenant or Tenant's Lender located on the Premises. All such notices to Tenant's Lender shall be sent to Tenant's Lender at the address specified by Tenant. Failure by Landlord to give Tenant's Lender such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Tenant's Lender to cure any default and to remove any property of Tenant or Tenant's Lender located on the Premises as provided in Section 16 of this Lease.

15. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

16. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Lender the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Lender's sole discretion and without Landlord's consent, provided such removal is in accordance with all other terms of this Lease including, without limitation, that the cost of removal shall be at Tenant's and/or Lender's sole expense.

17. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within twenty (20) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(d) Tenant, at Tenant's expense, may file a memorandum of this Lease against the Property. In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant and Landlord's mortgagees.

(e) This Lease shall be construed in accordance with the laws of the State of Illinois.

(f) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(g) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(h) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(i) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that the exhibits may be attached to this Lease in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, which may have been attached hereto in preliminary form, may be replaced by Tenant with such final, more complete exhibit(s). The terms of all Exhibits are incorporated herein for all purposes.

(j) The Landlord has not been represented by any broker or any other leasing agent, and agrees to indemnify and hold Tenant harmless from all claims by any broker claiming to be Landlord's broker or leasing agent. Tenant has not been represented by any broker or any other leasing agent, and agrees to indemnify and hold Landlord harmless from all claims by any broker claiming to be Tenant's broker or leasing agent.

(k) Notwithstanding anything contained herein to the contrary, whenever the consent or approval of Landlord (or anyone acting, by, through or under Landlord) is required herein, Landlord agrees not to unreasonably withhold or delay or condition its consent or approval, and whenever Landlord undertakes an action as permitted by the terms herein, whether by Landlord or by, through or under a third party, such actions shall be undertaken in a customary and reasonable manner and at reasonable fees, costs and expenses.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

[signature page follows]

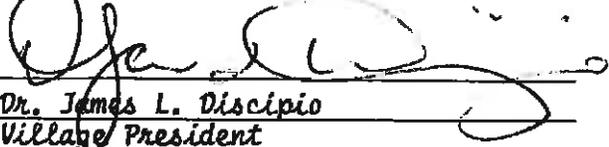
LANDLORD: VILLAGE OF LA GRANGE PARK

By:

Printed Name: Dr. James L. Discipio

Its:

Date:


Village President
November 13, 2012

TENANT: CHINA CAT PRODUCTIONS LLC, a Delaware limited liability company

By:

Printed Name:

Its:

Date:

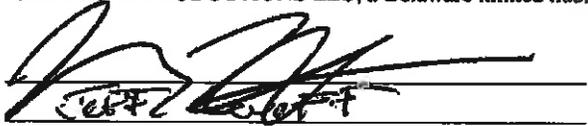

Authorized Signatory
11/5/12

EXHIBIT A
Legal Description

The Property is legally described as follows:

LOTS NINE AND TEN IN BLOCK FOUR AND LOTS ONE THROUGH TEN, BOTH INCLUSIVE, IN BLOCK SEVEN AND ALL OF VACATED GARFIELD AVENUE LYING SOUTH OF LOT TEN IN BLOCK FOUR AND LYING NORTH OF LOT ONE IN BLOCK SEVEN, ALL IN H.O. STONE AND COMPANY'S ADDITION TO LAGRANGE PARK, BEING A SUBDIVISION IN THE EAST HALF OF SECTION THIRTY THREE, TOWNSHIP THIRTY NINE NORTH, RANGE TWELVE EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON MARCH 29, 1924 AS DOCUMENT NO. 8339801.

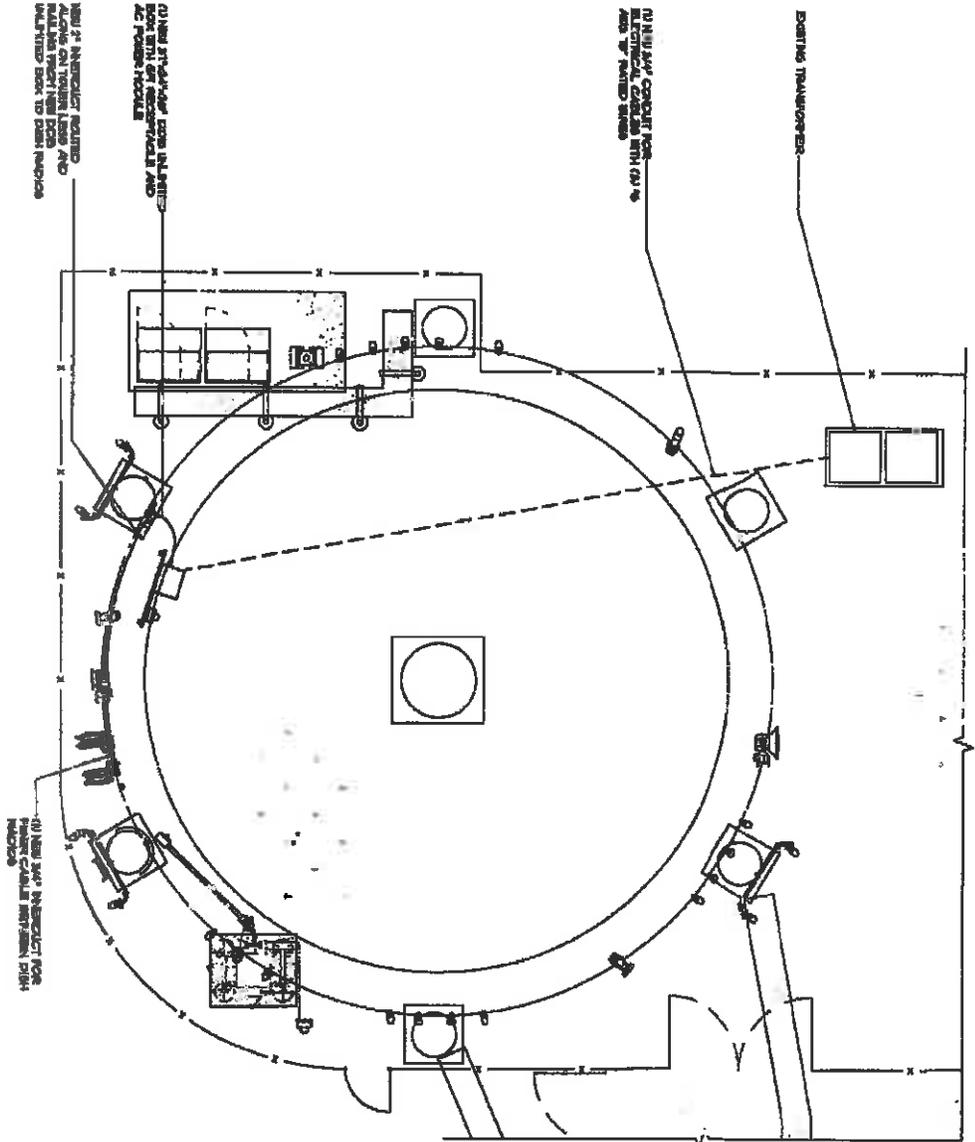
EXHIBIT B

**The location of the Premises within the Property (together with access and utilities)
is more particularly described and depicted as follows:**

EXHIBIT C
Description of the Antennae Facilities

CH210997729.1

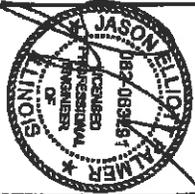
ELECTRICAL PLAN DETAIL



SCALE: 1/8" = 1'-0" 1

China Cda Productions
 649 W. MADISON ST.
 SUITE 2500
 CHICAGO, IL 60641

FULLERTON
 P.C. - PERIODIC DESIGN
 5024 W. ARMY TRAIL, SUITE 200
 MOUNTAIN VIEW, ILLINOIS 60055
 TEL: 630-232-4000
 FAX: 630-232-4001
 WWW.FULLERTON.COM
 CHICAGO OFFICE: 1000 N. LAKE ST. SUITE 1000
 CHICAGO, ILLINOIS 60610



NO.	REVISION	DATE	BY	CHKD.
1	ISSUE FOR PERMIT	08/15/08	JB	MB
2	REVISED PERMIT	08/15/08	JB	MB
3	REVISED PERMIT	08/15/08	JB	MB
4	REVISED PERMIT	08/15/08	JB	MB
5	REVISED PERMIT	08/15/08	JB	MB
6	REVISED PERMIT	08/15/08	JB	MB
7	REVISED PERMIT	08/15/08	JB	MB
8	REVISED PERMIT	08/15/08	JB	MB
9	REVISED PERMIT	08/15/08	JB	MB
10	REVISED PERMIT	08/15/08	JB	MB

SHEET NAME
**LA GRANGE
 PARK UT**
 DATE APPROVED
 BY: JASON BELLOTTI, P.E.
 PROJECT: LA GRANGE PARK, ILLINOIS
 SHEET NUMBER
**UTILITY PLAN
 AND DETAILS**

SHEET NUMBER
E-1

ORDINANCE NO. 958

**ORDINANCE APPROVING ROOFTOP LEASE
AT BARNSDALE WATER TOWER FOR
CHINA CAT PRODUCTIONS LLC**

WHEREAS, China Cat Productions LLC, a Delaware limited liability company, has asked the Village of LaGrange Park for permission to lease space on the Village's water tower at 937 Barnsdale, LaGrange Park, Illinois for two (2) satellite dishes, each 2 feet in diameter, and related equipment; and

WHEREAS, China Cat Productions LLC has proposed a Rooftop Lease, for a 1 year term, with two (2) additional 1-year renewal terms, whereby China Cat Productions LLC will pay the Village \$2,000 per month rent for space on the water tower for its two dishes and related equipment (the "Lease"); and

WHEREAS, the Village Attorney has approved the form of the Lease; and

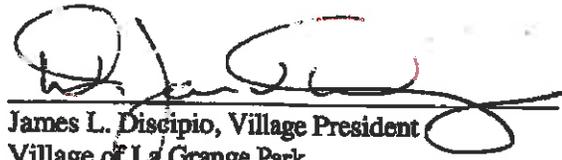
WHEREAS, the Village President and Board of Trustees find that it is in the best interests of the Village to accept the Lease; and

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

SECTION 1: That the Lease submitted by China Cat Productions LLC be and hereby is approved; provided, however, that any installations of satellite dishes and related equipment shall not commence until issuance of all required permits by the Village of LaGrange Park Building Department.

SECTION 2: That this Ordinance shall become effective and shall be in full force and effect from and after its passage subject to continued compliance with the conditions set forth herein.

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois, this 13 th day of November, 2012.


James L. Discipio, Village President
Village of La Grange Park

ATTEST: 
Amanda Seidel
Village Clerk

Vote taken by the Board of Trustees on passage of the above ordinance:

AYES:

<i>Rimas Kozica</i>	<i>Marshall Seeder</i>
<i>Scott Hesick</i>	<i>Patricia Rocco</i>
<i>LaVelle Topps</i>	

NOS:

CERTIFIED TO BE CORRECT:

Amanda G Sudo
Village Clerk

SEP 30 2013

September 30, 2013

Ms. Julia Cedillo
Village Manager
Village of LaGrange Park
447 N. Catherine Avenue
LaGrange Park, IL 60526

Re: LaGrange Park Water Tower Antenna Review

Subject: Two (2) Additional Antennas at 937 Barnsdale Road Location

Dear Ms. Cedillo:

As directed by the Village, Edwin Hancock Engineering Co has reviewed the most recent submittal from China Cat Productions and performed a project site visit. This existing service provider included a structural engineer's calculations providing details related to the installation of two (2) mWave HRP2-800, to the existing posts for attachment to the tank hand railing system.

Based upon the previously submitted structural calculations, we did not identify any concerns with the installation of the two (2) additional dishes to the existing steel hand railings on the elevated water tank.

The existing steel hand railings will not be compromised by the installation of the additional (2) dishes.

If you have any questions regarding this matter, please feel free to contact our office at your convenience.

Very truly yours,

EDWIN HANCOCK ENGINEERING CO.



Paul E. Flood
Principal

cc: Ms. Emily Rodman, Assistant Village Manager
Mr. Dean Maggos, Director of Fire & Building

Existing Equipment on Water Tower



Summary of Current Water Tower Lease Agreement Parameters

LEASEE	YEAR EXECUTED	INITIAL TERM (yrs)	RENEWAL OPTION	INITIAL MONTHLY RENT	ESCALATOR	PERMITTED EQUIPMENT	2013 MONTHLY RENT	2013 ANNUAL RENT
Ameritech/Verizon	1997/2004	5	4 additional 5 year terms	\$2,000	4% annually, beg. in yr 6	15 antenna's, plus equip. cabinet	\$4,330	\$51,956
Clear Wireless	2009	5	5 additional 5 year terms	\$2,000	3% annually	3 antenna's, 2 satellite dishes, plus equip. cabinet (3' x 6')	\$2,251	\$27,012
T-Mobile	2004	5	5 additional 5 year terms	\$1,750	15% each renewal term	12 antenna's, plus equip. cabinet (11' x 26")	\$2,013	\$24,150
U.S. Cellular	2006	5	4 additional 5 year terms	\$1,750	3% annually	3 antenna's, plus adj. equip. building (10' x 20')	\$2,152	\$25,827
China Cat Productions	2012	1	3 additional 1 year terms	\$2,000	0	2 satellite dishes	\$2,000	\$24,000
								\$152,946

Proposed Lease Amendment

LEASEE	YEAR EXECUTED	INITIAL TERM (yrs)	RENEWAL OPTION	INITIAL MONTHLY RENT	ESCALATOR	PERMITTED EQUIPMENT	2013 MONTHLY RENT	2013 ANNUAL RENT
China Cat Productions	2013	1	5 additional 1 year terms	\$4,000	3% annually	4 satellite dishes	\$4,000	\$48,000

Public Works Committee

Scott Mesick, Chairman

Michael Sheehan

Mario Fotino

Village Board Agenda Memo

Date: October 16, 2013
To: Village President & Board of Trustees
From: Julia Cedillo, Village Manager 
RE: Brainard Avenue – Support to a Community Advisory Group

PURPOSE

To seek Village Board approval to provide certain support to a Community Advisory Group for Brainard Avenue.

GENERAL BACKGROUND:

At the September Work Session, the Village Board discussed options for the scope and funding for improving Brainard Avenue from Harding to its southern limits. Specifically, staff was seeking direction from the Board as to whether the Village should begin a discussion with Brainard residents if there was potential interest in seeking federal grant dollars or whether the Village should pursue a smaller scope for the project which would be funded through the Village. While there was much discussion on the scope of the work under a grant project, the Board directed staff to clarify with IDOT what requirements were necessary and whether variances from those requirements are likely. The Village Board agreed to revisit the discussion with the updated information under the STP federal grant program.

Since that meeting, several residents from Brainard Avenue (and from other areas) have made contact with the Village in an effort to clarify the Village's intentions regarding Brainard. The feedback is welcomed and the interaction has been positive and appreciated, as each resident provides a different perspective as well as innovative ideas.

One specific outreach effort came from Brainard resident Matt Rempfer, who has offered to provide assistance by chairing a Community Advisory Group (CAG), where he would facilitate public input as an impartial and independent party. The purpose of the group is to garner resident feedback, help understand the project context and achieve community buy-in on the process and design. The work of the group will culminate into a consensus based report, to be presented to the Village Board. The Village President, Village Staff and Engineers recently met with Mr. Rempfer to better understand his past experience with a community advisory approach and his vision for a Brainard group. Mr. Rempfer explained that the CAG would be comprised of ten residents, four who oppose seeking grant funding and four who support it; the last two seats would be filled by non-Brainard residents. Ideally, the Chair of the Village's Traffic, Safety and Engineering would serve as one of the non-Brainard members.

Update

At the October Work session, the Village Board's discussion was such that there was merit in soliciting public feedback through a Community Advisory Group effort. There was some concern about the staff time devoted to the process, as presented. Further, the Board generally agreed that in order for the group to operate as a Community Advisory Group, independent of the Village, the Village should not be involved in the selection of the group's membership. As such, the Board agreed that Village support should include:

- Village staff forwarding resident feedback to the CAG
- Village Engineer to attend a maximum of two CAG meetings to educate / inform residents, and answer questions

- The use of the Village Hall's Community Room as a meeting location
- Invite the CAG to present its consensus report at a future Village meeting

MOTION/ACTION REQUESTED

Move to authorize Village support (as noted above) to a Community Advisory Group for Brainard Avenue.

STAFF RECOMMENDATION:

Staff recommends that the Village Board authorize the support. Experience tells us that a federal grant program for Brainard Avenue offers both challenges and benefits to our Village and its residents. It is in the Village's best interests that residents are aware of these challenges and benefits in order to ensure an accurate gauge on community support or opposition. A Community Advisory Group is a promising approach in keeping residents informed and soliciting feedback. It is anticipated that a Community Advisory Group, facilitated by Mr. Rempfer, would use a consensus building approach, as well as a process similar to a Context Sensitive Solution (CSS)¹. Consequently, the CAG will arrive at an agreed upon report which will be provided to the Village Board as it contemplates how to move forward in improving Brainard Avenue.

Staff feels that based upon Mr. Rempfer's professional background and experience in community outreach efforts on transportation issues, he would be well qualified to Chair the Community Advisory Group (see the attached email). In speaking with Village Engineer, Paul Flood, and Mr. Matt Rempfer, the following timeline for the community outreach effort is recommended:

- October 2013 – March 2014: Community Advisory Group meetings and report development
- April 2014 – CAG report presented to the Village Board
- May 2014 – Village Board makes a decision as whether it will seek federal funding under the STP Program

DOCUMENTATION

- Email from resident Matthew Rempfer, dated September 23, 2013
- Hancock Memo, Meeting with IDOT Local Roads, dated October 17, 2013
- Issue Memorandum, Meeting with FHWA and IDOT Regarding Brainard, dated October 8, 2013
- Letter to Residents, FAQ, Updated October 16, 2013

¹ "Context sensitive solutions (CSS) is a collaborative, interdisciplinary approach that involves all stakeholders to develop a transportation facility that fits its physical setting and preserves scenic, aesthetic, historic and environmental resources, while maintaining safety and mobility. CSS is an approach that considers the total context within which a transportation improvement project will exist." – Federal Highway Administration (FHWA)

Julia Cedillo

From: matt rempfer <matt.rempfer
Sent: Monday, September 23, 2013 3:49 PM
To: Jim Discipio; Julia Cedillo; Brendan McLaughlin
Subject: Brainard Avenue

Dear President DiCipio,

I am writing due to the recent buzz surrounding the improvement to Brainard Avenue, north of Ogden. I just briefly wanted to introduce myself and offer the Village any assistance I can. Lately, many residents are coming to me as they know I am a Civil Engineer asking about the project and I don't have many answers to give them.

I have worked on many major capital projects over the past 18 yrs where there was considerable public opposition. As Environmental/Public Involvement lead I was able to successfully navigate the public involvement process arriving at a consensus solution for the client and the community for projects ranging from the Dan Ryan Expressway Reconstruction to IL Route 22 Widening through Lincolnshire to name a few.

I see this as a a great project for the Village and a chance to showcase a Context Sensitive Design that the FHWA and IDOT encourage on many of the new projects that come out. If the Village were willing to entertain an Community Advisory Group (CAG) to help understand the project context and achieve community buy in on the process/design, I would be willing to chair the committee as I have been on the "other side of the table" on numerous projects. Although this project certainly doesn't warrant a full blown Context Sensitive Solution approach, certain principles of CSS will greatly benefit arriving at a successful project that the Village and its residents can feel proud of.

As a resident along the project, the purpose and need for the improvement is evident, but I don't think the conventional way of designing the roadway without completely understanding and designing around the roadway's context and involving the community in the process will result in a successful project. I would hate to see this project get shelved for any longer than it has.

With that being said, please contact me if you would like to sit down and discuss the project with the Village and your consultant. I would be happy to assist in any way I can.

Thank you for your time.

Sincerely,

Matt Rempfer, P.E., PTOE

N. Brainard



MEMO

Date: October 17, 2013

To: Julia Cedillo, Village of LaGrange Park

From: Jim Goumas

Re: Brainard Avenue Meeting with IDOT Local Roads on 10/16/13

Representatives from our office and the Village met with representatives from IDOT Local Roads as a follow up to our meeting of 10/8/13 with representatives from IDOT Springfield, Federal Highway Administration and IDOT Local Roads.

The primary focus of the discussion was the required pavement width for a collector route with parking allowed on both sides. The Village inquired where the specific requirements regarding lane widths for through and parking lane were found. IDOT Local Roads indicated the requirements are found in Chapters 31 and 33 of the Bureau of Local Roads Manual. The requirements in this section are followed for federally funded improvements on collector routes. Per the manual, with parking on both sides of the street, the pavement width must be between 32' and 36' wide depending on if certain variances were granted. Through lanes are 11' wide but a variance to 10' is sometimes allowed. Parking lanes are to be 8' wide (including 1' of the gutter flag). During the meeting on 10/8/13 the representatives from the FHWA and IDOT Springfield agreed to reduce the parking lane width by an additional foot. Even with variances allowed to the lowest level, the pavement would have to be widened by 4' to maintain parking on both sides.

The Village inquired about the basis for the minimum requirements and why parking could not be maintained on both sides with the current pavement width. They asked if there were traffic and/or safety studies that were utilized to determine the minimum required lane widths identified in their manual and if there are studies with regards to relative safety to pedestrians on a roadway with parking allowed on both sides versus only on one side or is width the determining factor. IDOT Local Roads did not have an answer but requested that the Village submit an email to Marilyn Solomon (Phase I Engineer) with these questions for forwarding to IDOT in Springfield and the FHWA for a response.

Another issue discussed was the scope of the Phase I (Preliminary Engineering) work that would be required. At this time, IDOT Local Roads indicated that the project could be processed with a much less robust Phase I submittal saving the Village time and money.

ISSUE MEMORANDUM

TO: VILLAGE PRESIDENT AND BOARD OF TRUSTEES
FROM: JULIA CEDILLO, VILLAGE MANAGER 
SUBJECT: 1ST MEETING WITH FHWA AND IDOT REGARDING BRAINARD
DATE: OCTOBER 8, 2013

As previously noted, Jim Goumas (Hancock Engineering) and I met with the Illinois Department of Transportation (IDOT) and the Federal Highway Administration (FHWA) this morning in Schaumburg. As a matter of background, when we made our initial request to meet with IDOT (scheduled for the 16th), IDOT asked that we also appear before the FHWA today on the 8th due to the fact that both agencies had previously reviewed the project in 2004.

At the meeting Mr. Goumas provided a history of the project in 2004, along with a stack of public feedback received as the Village considered its options. I provided an overview of recent developments, and noted that the Village's intent is to seek public support if federal funding is something the Village wishes to consider. I mentioned that I was directed by the Village Board to find out what requirements were necessary and what variances would likely be requested and granted.

Per the prescribed process, Jim Goumas will draft the meeting minutes and send out on Friday. I will forward your way when I receive. Until that time, I have summarized below the initial findings from the meeting today.

- IDOT would allow for a variance from the speed limit. The speed limit can remain at 25 miles per hour. *(Consistent with 2004)*
- IDOT would allow for a variance from the removal of any stop signs. All stop signs can remain. *(Consistent with 2004)*
- Widen pavement by four feet on each side to maintain parking on both sides OR eliminate parking on one side with NO MINOR PAVEMENT WIDENING. As you may recall under the 2004 review, the minor widening would amount to six inches on each side. *This is more promising than the outcome in 2004, as no changes to pavement width would be required at all. The street width remains completely unchanged.* Thus, parking would have to be limited to one side.
- We have confirmed that no new pavement markings would be required, i.e. no striping except in the areas within the curve which will require a centerline striping as it exists now.
- We have confirmed that the peak of the pavement would occur in the center, not offset.
- We have not yet confirmed the "logical termini" or the southern end of the project.

The Village will once again meet with IDOT on the 16th. IDOT did initially mention that they see no need to meet on October 16th. The Village then noted that it would be advantageous to reconfirm this information with staff and the Village President present, and have a discussion on potential locations of the southern end of the project.

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



TRUSTEES
Scott F. Mesick
Patricia B. Rocco
Michael L. Sheehan
James P. Kucera
Mario J. Fotino
Robert T. Lautner

October 17, 2013

Dear Resident,

The Village continues to receive inquiries regarding Brainard Avenue. This letter and the corresponding FAQ document provides the most up-to-date and accurate information to better equip residents as they evaluate the challenges and benefits of grant funding for work on Brainard. In addition, the Village wishes to convey three main points to residents on Brainard:

1. The Village is in its infancy stage in looking at potential grant funding options to pave Brainard Avenue.
2. The Village plans to work with residents through a community outreach effort. Resident Matt Rempfer has agreed to lead a Community Advisory Group, which will be focused on gathering input and ideas related to this issue. That group will present the Village with a report at a future Board Meeting. The Village Board will make no decision on seeking federal grant dollars before this community outreach effort. If you wish to be involved in the Community Advisory Effort, please contact Matt Rempfer at: mremper@collinsengr.com.
3. The Village welcomes your feedback at any time. Please call 708-354-0225, ext. 107 or email jcedillo@lagrangepark.org. Several residents have already stopped by Village Hall or called, and we appreciate your taking the time to explain your concerns and share ideas. We look forward to working with you in the future.

Sincerely,

Jim Discipio, Village President

Julia Cedillo, Village Manager

Cc: Village Board of Trustees

Brainard Avenue FAQ (Frequently Asked Questions) – Updated 10/17/2013

1. What Village discussion recently took place about Brainard?

As part of a comprehensive road pavement program, the Village Board recently discussed the possibility of seeking federal grant funding to repave (grind and resurface) a portion of Brainard Avenue, from Harding Avenue to the southern limits (near Ogden Avenue). If this is something the Village Board wishes to consider, the Village would first seek feedback from Brainard area residents as well as residents-at-large to better understand concerns, before any action is taken. To date, the Village has confirmed with the Illinois Department of Transportation (IDOT) the requirements for the road, if federal grants are used.

2. I live on the northern portion of Brainard, is my street included in the road work that needs to be done?

No. Brainard Avenue from Harding to the northern limits was recently paved in 2009 using federal grant dollars. Northern Brainard was paved using a different federal grant program where the repair necessary was not as extensive. This portion (Harding to 31st Street) of the street does not need maintenance at this time.

3. Why is IDOT (Illinois Department of Transportation) interested in making changes to Brainard Avenue?

IDOT has no specific interest in Brainard. IDOT is involved because the federal government designates IDOT as the responsible party for reviewing roadway projects for federal grant program eligibility. As such, the Village must meet with IDOT to see what requirements would be placed on Brainard if federal grant dollars are used to pay for the project. Practically speaking, IDOT reviews the scope of the project against the requirements of the federal grant and determines whether the scope meets federal specifications and whether variances from the requirements are needed or desired. The Village met with IDOT and the Federal Highway Administration (FHWA) on October 8th and IDOT again on October 15th to review federal grant requirements.

4. Did the Village previously seek federal funding for Brainard in 2004?

Yes. As one of just four roads in La Grange Park that are eligible for federal dollars, the Village sought out federal funding in 2004. When IDOT reviewed the scope of the project, they first identified three requirements to make the street eligible for federal funding: increase the speed limit to 30 MPH, remove three stop signs, and widen the street by six feet on each side OR limit the parking to one side of the road with only very minor widening (six inches on each side). With public feedback in hand, the Village went to IDOT seeking variances to all of the requirements. IDOT agreed to let the stop signs and the speed limit remain (granted variances from these requirements), but parking would have to be limited to one side of the road (with very minor widening). Due to public concern, the Village did not to pursue the project and the federal money went back to the Council of Government to be used in another community in West Cook County.

5. What were the findings of the Village's recent review meetings with the FHWA and IDOT?

Village staff and Village engineers met with the Illinois Department of Transportation (IDOT) and the Federal Highway Administration (FHWA) on October 8th. In a preliminary review of Brainard Avenue under a federal grant Surface Transportation Program (STP), the findings are as follows:

- IDOT would allow for a variance from the speed limit. The speed limit may remain at 25 miles per hour. *(Consistent with 2004)*
- IDOT would allow for a variance from the removal of any stop signs. All stop signs may remain. *(Consistent with 2004)*
- Widen pavement by four feet on each side to maintain parking on both sides OR eliminate parking on one side with NO MINOR PAVEMENT WIDENING. Previously under the 2004 review, minor widening

would amount to six inches on each side. The 2013 review *is more promising than the outcome in 2004, as no changes to pavement width would be required at all. The street width would remain completely unchanged.* Thus, parking would have to be limited to one side.

- We have confirmed that no new pavement markings would be required, i.e. no striping except in the areas within the curve which will require a centerline striping as it exists now.
- We have confirmed that the peak of the pavement would occur in the center, not offset, as existing.
- IDOT has noted that the southern end of the project (logical termini) as part of the federal processing must extend to Ogden. However, if a portion of the project has been more recently been improved and is in good condition, the Village can seek an omission for that portion. Accordingly, the Village would seek an omission for the southern portion of Brainard in La Grange. IDOT agreed that they will support such an omission and therefore the limit of improvement would likely be somewhere near the Village's southern limits.

6. Is it true that the Village wants to widen Brainard?

No. The Village has no desire to widen Brainard. Based on the 2004 IDOT review, the widening of Brainard would require the narrowing of the parkway by six feet on each side as well as the likely removal of mature trees - which is unacceptable. Based on the 2013 IDOT review, the widening of Brainard would require the narrowing of the parkway by four feet on each side, still unacceptable. However, the minimum width requirement can be met by restricting parking to one side of the street. Based on the 2013 review, no widening whatsoever would be required.

7. Why consider the use of federal grant dollars for Brainard?

A municipality has both a responsibility and obligation to all of its residents to bring federal tax dollars back into the community. These are federal income taxes that all of our residents pay into. Brainard Avenue is one of four roads in our town eligible for such federal funding. The federal program will pay for 75% of the road work, resulting in a savings that benefit our residents. These savings can then be used to pay for other much needed road improvements in other areas of town. These cost savings may also allow the Village to consider some eligible safety measures on Brainard that residents may identify as enhancements to the area.

Using federal grant dollars offers one significant benefit for the Village, its residents, and the residents on Brainard in particular – which is the inclusion/completion of substantial sewer work, which the Village otherwise cannot afford at this time. Under a federal grant program, the project would include new sewer laterals and all new catch basins, benefitting current and future homeowners in the area. The federal grant would pay for 75% of the sewer construction work.

One additional benefit of grant funding is that it would include full driveway apron replacement for homeowners. Under a Village funded program, the Village only replaces the outer half of the driveway apron – this is the longstanding policy in our Village throughout all areas of town. It should also be noted that the federal program will allow the Village to complete full curb replacement for the entire span of the road's grind and resurface work, which may not be feasible under a Village funded program.

For a detailed estimate of road work under a federal grant program, please reference the chart on the next page which compares: (1) the cost of a Village funded program – to include road work only, versus: (2) the cost under a federal grant STP program – to include both road and sewer work.

Option 1: Improve Brainard as a Village Funded Project			
<i>All Village Funded</i>	Village		Federal
COST	General Fund	Sewer Fund	STP Grant
Phase I Engineering	\$0	\$0	\$0
Phase II Engineering	\$40,000	\$0	\$0
Construction - Road Only	\$610,000	\$0	\$0
Total Cost	\$650,000	\$0	\$0
Total Project Cost	\$650,000		

Option 2: Improve Brainard with STP Funds (Eliminates Parking on one side)			
<i>Cost Share - Local and Federal</i>	Village		Federal
COST	General Fund	Sewer Fund	STP Grant
Phase I Engineering	\$65,000	\$0	\$0
Phase II Engineering	\$51,000	\$9,000	\$0
Construction - Road and Sewer	\$201,875	\$35,625	\$712,500
Total Cost	\$317,875	\$44,625	\$712,500
Total Project Cost	\$1,075,000		

Under STP Grant:	
The Federal Government funds 75% of all construction costs.	
Overall cost savings to the Village would be \$287,500.	
Overall cost savings to the Village's General Fund (to be used on other streets):	\$332,125

The above are preliminary Engineer's estimates.

8. I want my voice heard about this project. Will I have a chance to voice my concerns and share my ideas?

Yes. Matt Rempfer, a resident of the 300 block of Brainard has volunteered to lead a Community Advisory Group (CAG) for Brainard. He will work with other volunteers to assemble a group who will work to gather input from all residents on Brainard, as well as the community at-large. This is an opportunity to share concerns and brainstorm ideas. The CAG will use a consensus building approach and will present its report to the Village before any decision on the seeking of grant funding is made. If you are interested in being involved in the CAG, please contact Matt Rempfer at: mremper@collinsengr.com.

9. What is the Village doing now regarding this project? What are the next steps?

On October 22nd, the Village Board will be discussing and considering approval for a level of Village support to the Community Advisory Group. The level of support to be considered includes: forwarding resident feedback to the CAG, Village Engineer to attend one or two CAG meetings, the use of Village Hall Community Room as a meeting location, and an invite to the CAG to present its consensus report at a future Village Meeting. The Village Board will also discuss a potential timeline for the CAG process and report presentation.

10. What can I do now if I have questions? Call Village Hall at 708-354-0225 and ask for Julia Cedillo. If you wish to be included on a contact list, please send an email to jcedillo@lagrangepark.org with subject "Keep me informed on Brainard."

Finance Committee

Patricia Rocco, Chairwoman

Scott Mesick

James Kucera

Village Board Agenda Memo

Date: October 2, 2013

To: Finance Committee Chair Patricia Rocco
President & Board of Trustees

From: Pierre Garesché, Finance Director *P.G.*
Julia Cedillo, Village Manager *J.C.*

Re: **Tax Levy Estimate**

GENERAL BACKGROUND:

The Truth in Taxation Law mandates that the Village Board estimate the taxes it will levy at least 20 days prior to the adoption of the real estate tax levy. In that regard, we estimate the real property tax levy for the 2013 tax year will be \$3,441,390. That represents a 4.9% increase over the 2012 tax extension of \$3,280,639.

The complete tax levy ordinance will be on the agenda for the November 26, 2013 board meeting for your approval.

MOTION/ACTION REQUESTED:

"I move that the President and Board of Trustees concur with the recommendation of the Finance Director and determine hereby that the amount of money estimated to be necessary to be raised from the 2013 real property tax levy for the 2013-14 fiscal year is \$3,441,390; which amount is less than 5% higher than the amount of taxes extended for 2012."

STAFF RECOMMENDATION:

We recommend the motion be approved at the October 22, 2013 board meeting.

DOCUMENTATION:

◆ None

Items of Interest

VILLAGE OF LA GRANGE PARK
La Grange Park Village Hall, 447 N. Catherine Ave., La Grange Park, Illinois

2013 MEETINGS REMINDER

November 12, 2013	Work Session Meeting	7:30 p.m.	Village Hall
November 26, 2013	Village Board Meeting	7:30 p.m.	Village Hall
December 10, 2013	Work Session Meeting	7:30 p.m.	Village Hall