

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

## VILLAGE BOARD MEETING

Tuesday, JUNE 24, 2014 – 7:30 p.m.

### AGENDA

1. **Call meeting to order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Public Participation (Agenda Related Items Only)**
5. **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 – May 27, 2014
- (ii) Executive Session Meeting – May 27, 2014
- (iii) Work Session Meeting – June 10, 2014
- (iv) Executive Session Meeting – June 10, 2014

B. Action – Modifications to Floodplain and Storm Water Management Ordinance: *Motion to Approve an Ordinance Amending Chapter 154: Floodplain and Storm Water Management, of Title XV of the La Grange Park Municipal Code as Amended*

C. Action – Revised ILEAS Intergovernmental Agreement: *Motion to Authorize the Village President to Execute the New Agreement and that the Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation*

D. Action - 2006 Sewer Bond Refinancing: *Motion to Direct Staff to Work with the Finance Committee to Provide the Village Board with a Recommendation for Engaging a Financial Advisor to Analyze and Potentially Refund the 2006 General Obligation Bonds*

E. 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*

F. 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 July 22, 2014 with subsequent approval of the Payroll Register and Voucher Register by the Board of Trustees at its regular meeting to be held on July 22, 2014*

6. **Village Manager's Report**

**VILLAGE BOARD MEETING**  
**Tuesday, JUNE 24 – 7:30 p.m.**

---

**AGENDA (continued – Page 2)**

7. **Administration Committee** – Robert Lautner, Chairman
  - A. Monthly Report
  - B. Discussion & Action – 2014 Prevailing Wage Rate: *Motion to Approve an Ordinance Ascertaining Prevailing Wage Rates for Construction Work in Cook County*
  - C. Discussion and Action – Electrical Power – Bid Review for Electrical Supply: *Motion to Approve a Resolution Authorizing Execution of Power Supply Agreement Between the Village of La Grange Park and \_\_\_\_\_ to Provide Full-Requirements Electricity Supply and Related Services for the Village’s Electric Aggregation Program*
  
8. **Building & Zoning Committee** – Michael Sheehan, Chairman
  - A. Monthly Report
  
9. **Engineering & Capital Projects Committee** – James Kucera, Chairman
  - A. Monthly Report
  
10. **Public Safety Committee** – Mario Fotino, Chairman
  - A. Monthly Report– Police Department
  - B. Monthly Report – Fire Department
  
11. **Public Works Committee** – Scott Mesick, Chairman
  - A. Monthly Report – Public Works Department
  - B. Discussion & Action – School District 102- Fiber Optics Installation Between Ogden & Park Schools (Utility Easement Agreement): *Motion Approving Execution of the Utility Easement Agreement between the Village of La Grange Park and School District 102 by the Village Manager*
  
12. **Finance Committee** – Patricia Rocco, Chairman
  - A. Monthly Report
  - B. Discussion and Action – Resolution Amending 2014-2015 Pay Plan: *Motion to Approve Resolution 14-18, "Resolution Amending Pay Plan and Schedule of Authorized Positions for FY2014-2015"*
  
13. **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*
  
14. **Village President**

Discussion & Action – Motion to advise and consent to the appointment of Anthony Griffin to the Zoning Board of Appeals for a term to expire in May 2015

**VILLAGE BOARD MEETING**  
**Tuesday, JUNE 24 – 7:30 p.m.**

---

**AGENDA (continued – Page 3)**

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

*Next Village Work Session Meeting: July 8, 2014*  
*Next Village Board Meeting: July 22, 2014*



## **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.

## **Consent Agenda Items**

# Village Board Agenda Memo

Date: June 5, 2014

To: Village President and Board of Trustees

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

RE: **Modifications to Floodplain and Storm Water Management Ordinance**

---

## PURPOSE

To approve amendments to Title XV: Land Usage, Chapter 154 of the Village's Municipal Code, which regulates Floodplain and Storm Water Management. Such amendments will (1) incorporate by reference a new Cook County Watershed Management Ordinance into our Village Code; and (2) modify specific sections of our local regulations to align with requirements of the County ordinance.

## GENERAL BACKGROUND

The Metropolitan Water Reclamation District of Great Chicago (MWRD) has been developing a Watershed Management Ordinance (WMO) for Cook County since 2007. On October 3, 2013 the MWRD Board of Commissioners unanimously approved the WMO, following much public input, and multiple public hearings, over the last several years. The WMO was adopted with an effective date of May 1, 2014. According to our Village engineering firm, Hancock Engineering, the purpose of the WMO is to establish uniform regulations for Cook County in order to prevent future commercial, municipal, and residential development and redevelopment projects from exacerbating flooding. Even though we have our own Village requirements in our municipal code, property within the Village is still subject to complying with the County WMO.

Additional details regarding the Cook County WMO can be found in the attached documentation, but the following is a summary of some key points of the WMO, and how it relates to our current Floodplain and Storm Water Management Ordinance, and our Village overall.

- The WMO exempts individual Single-Family Home developments, such as additions, teardowns, etc. As such, the WMO will have no impact on additions for existing homes, or new homes being constructed on individual lots. Storm water will still be addressed through local regulations, as we currently do, in most cases requiring a storm water management plan.
- The WMO does regulate and will impact the following development in varying degrees: new residential subdivisions, multi-family residential, non-residential, right-of-way, and open space. Requirements will address runoff, volume control and storage, and only for those sites which are one-half acre or greater in size. This will mean that that these developments will now also need to obtain a watershed management permit, in addition to Village permits. Some considerations to be cognizant of are that this additional permitting may not only increase cost of the development due to the regulations and permitting, but it may also increase the time it takes to get approval to proceed with a project.

- An example of one of the more significant impacts identified is that for some larger property owners who decide to redevelop their property, is that they may be required to include new detention areas for water, costing money to create, and in many instances, using up space.
- There is a provision in the WMO that our Village can to become an “authorized municipality”, which would allow for the Village to issue watershed management permits, in accordance with the regulations contained in the WMO, but only in areas of “separated” sewers. This would also mean that the Village would have to conduct the plan reviews, and ensure that developments meet the County ordinance. Staff has reviewed this potential, and at this time, does not believe it is in the best interest to do so. There appears to be a very limited area within the Village where the WMO regulations would allow for such, and we believe it makes more sense for the MWRD to review, approve and permit projects in these instances.
- As noted in the Purpose section above, there are a couple of provisions in our current ordinance that we are proposing to modify at this time, to match what is required in the County’s WMO. These are indicated in the attached proposed ordinance, but include the following. One is a revised definition for Flood Protection Elevation, which increases the protection required for structures located in special flood hazard areas. Another is a slight increase in compensatory storage when building in a floodplain, which means water displaced by building in the floodplain will have somewhere to go without impacting others.

In summary, all property within the Village now needs to comply with the Cook County Watershed Management Ordinance, but for most building permits issued within the Village, which are related to individual single-family lots, there is no impact. Some of our larger property owners though, who wish to redevelop their property, will be impacted to some extent with new regulations and an additional permitting process. Overall though, this should help to reduce any potential storm water impacts to other property owners caused by the redevelopment.

**RECOMMENDATION**

Staff recommends the Village Board approve amendments to Chapter 154: Floodplain and Storm Water Management, of Title XV of the La Grange Park Municipal Code. Such amendments will incorporate by reference a new Cook County Watershed Management Ordinance into our Village Code, and modify specific sections of our local regulations to align with requirements of the County ordinance.

**ACTION / MOTION**

*Motion to Approve an Ordinance Amending Chapter 154: Floodplain and Storm Water Management, of Title XV of the La Grange Park Municipal Code as Amended.*

**DOCUMENTATION**

- Ordinance Amending the La Grange Park Municipal Code as Proposed
- WMRD Watershed Management Ordinance (WMO) Executive Summary
- Correspondence from Hancock Engineering – WMO Background Information

**ORDINANCE NO. 990**

**ORDINANCE AMENDING THE “LA GRANGE PARK  
MUNICIPAL CODE” AS AMENDED**

Whereas, the Board of Trustees has determined that it is in the best interests of the Village of La Grange Park to amend Title XV of the La Grange Park Municipal Code.

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 Section **§154.02 DEFINITIONS** of Title XV of the La Grange Park Municipal Code is hereby amended to delete the definition for ***FLOOD PROTECTION ELEVATION (FPE)*** in its entirety, and replace it with the following language:

***FLOOD PROTECTION ELEVATION (FPE).*** The elevation of the base flood or 100-year frequency flood plus two feet of freeboard at any given location in the SFHA.

**SECTION 2:** That Section **§154.10 SEVERABILITY** of Title XV of the La Grange Park Municipal Code is hereby deleted in its entirety, and replace it with the following language:

**§154.10 INCORPORATION OF COOK COUNTY WATERSHED MANAGEMENT  
ORDINANCE.**

The Cook County Watershed Management Ordinance (“County Ordinance”) is hereby incorporated by reference in its entirety into this Chapter as if fully set forth herein. In the event of a conflict between the requirements of the County Ordinance and the requirements of this Chapter, the County Ordinance shall control, except in instances where this Chapter is more restrictive than the County Ordinance, in which instances this Chapter shall control.

**SECTION 3:** That Section **§154.11 SEVERABILITY** of Title XV of the La Grange Park Municipal Code be added, with the following language:

**§154.11 SEVERABILITY.**

The provisions and sections of this chapter shall be deemed severable and the invalidity of any portion of the chapter shall not affect the validity of the remainder.

**SECTION 4:** That Section **§154.20 REQUIREMENTS FOR ALL DEVELOPMENTS** of Title XV of the La Grange Park Municipal Code is hereby amended to delete sub-section “(B)” in its entirety and replace it with the following language:

(B) A storm water management grading and detention plan showing the proposed grading of the site and providing storm water detention and restricted release of storm water will be required for: sites that are to be subdivided or developed as two or more single-family detached units or more than two attached dwelling units and are in excess of one acre in size; or sites that are to be used for nonresidential developments that are in excess of 0.5 acres; or sites that are to be used for nonresidential developments for which the square feet of impervious area added by the new development totals in the aggregate after January 1, 1995, to more than 20,000 square feet; or sites that are or are to be used for nonresidential developments for which the sum of the square feet of impervious area of the existing development plus the impervious area added to the site after January 1, 1995, exceeds 40% of the area of the site.

**SECTION 5:** That Section **§154.52 OCCUPATION AND USE OF FLOOD FRINGE AREAS** of Title XV of the La Grange Park Municipal Code is hereby amended to delete sub-section “(H)” in its entirety and replace it with the following language:

(H) *Compensatory storage.* Whenever any portion of a floodplain is authorized for use, the volume of space which will be occupied by the authorized fill or structure below the base flood or 100-year frequency flood elevation shall be compensated for and balanced by a hydraulically equivalent volume of excavation taken from below the base flood or 100-year frequency flood elevation. The excavation volume shall be at least equal to one and one-tenth times the volume of storage lost due to the fill or structure. In the case of streams and watercourses, such excavation shall be made opposite or adjacent to the areas so filled or occupied. All floodplain storage lost below the existing ten-year flood elevation shall be replaced below the proposed ten-year flood elevation. All floodplain storage lost above the existing ten-year flood elevation shall be replaced above the proposed ten-year flood elevation. All such excavations shall be constructed to drain freely and openly to the watercourse.

**SECTION 6:** That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

**SECTION 7:** That this Ordinance shall be in full force and effect after its passage, approval and publication as required by law;

ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES of the Village of La Grange Park,  
Cook County, Illinois this 24<sup>th</sup> day of June, 2014.

YES:

NO:

ABSENT:

Approved this 24<sup>th</sup> day of June, 2014.

---

Dr. James L. Discipio, Village President

ATTEST:

---

Amanda Seidel, Village Clerk

## **MWRD Watershed Management Ordinance (WMO) Summary for La Grange Park**

### **Background**

In November 2004, the responsibility of storm water management in Cook County was placed under the authority of the Metropolitan Water Reclamation District of Greater Chicago (MWRD) by Public Act 093-1049. This Act gave the MWRD general supervision of storm water management in Cook County.

In 2007 the MWRD began formulating the Watershed Management Ordinance (WMO) through meeting with seven watershed planning councils.

In 2009 the MWRD released the draft WMO for public input. After receiving comments from the public and municipalities, the WMO was placed before the Board of Commissioners for consideration. The Commissioners requested that a study be completed to address concerns raised regarding the economic impact the WMO would have to developments and municipalities within Cook County.

After completing the Economic Impact Study (EIS), the MWRD changed some of the requirements and a new WMO was released for public comment in 2013.

On October 3, 2013 the Board of Commissioners for the MWRD approved the final WMO with an effective date of May 1, 2014. The WMO will be the minimum standard required to be followed for developments in Cook County outside the city of Chicago. The WMO will have the following impacts:

- 1) It will replace the MWRD's Sewer Permit Ordinance and Manual of Procedures.
- 2) It will control storm water runoff from developments by requiring its management on site, with intent to control the storm water runoff from development sites to minimize the potential for negative impacts on adjacent and downstream properties.
- 3) It will regulate development within the Special Flood Hazard Area, and Wetlands.
- 4) It will include provisions for implementing soil and erosion control for developments.

### **Current Storm Water Management Requirements**

The current MWRD Ordinance does not require detention in combined-sewer areas. The majority of La Grange Park is classified as a combined-sewer area. In separate-sewer areas, the MWRD ordinance requires storm water detention for commercial developments on properties larger than 5 acres and residential developments larger than 10 acres. La Grange Park has very few properties of this size within the separate-sewer.

Certain activities such as asphalt resurfacing are considered maintenance and do not trigger the detention requirements.

The allowable release rate and amount of storage required are calculated following MWRD requirements.

**New Volume Control Requirements**

Residential subdivision parcels 1 acre or more, multi-family residential parcels 0.5 acres or more, commercial parcels 0.5 acres or more, and right-of-way development totaling one acre or more of new impervious area will need to treat (remove contaminants) from the first one inch of runoff from the impervious area of development. The storm water will be treated using either retention-based practices or flow-through practices.

Retention-based practices include retaining the water on-site through use of infiltration trenches, infiltration basins, porous pavement, bio-retention systems, dry wells, etc.

Flow-through practices include directing the water through on-site filtering systems such as vegetated filter strips, bio swales, catch basin inserts, oil and grit separators, etc.

**New Detention Requirements**

Residential subdivision development on parcels 5 acres or more, multi-family residential development on parcels 3 acres or more with more than 0.5 acres of development, commercial/industrial development on parcels 3 acres or more with more than 0.5 acres of development, and right-of-way development totaling one acre or more of new impervious area will need to provide storm water detention.

The following table summarizes the various stormwater management requirements contained in the WMO for different types of developments.

Summary of Site Stormwater Management Requirements			
Development Type	Runoff Requirements	Volume Control Requirements	Storage Requirements
Single-Family Home	Exempt	Exempt	Exempt
Residential Subdivision	Parcels ≥ 1 acre	Parcels ≥ 1 acre	Parcels ≥ 5 acres
Multi-Family Residential	Parcels ≥ 0.5 acre	Parcels ≥ 0.5 acre	Parcels ≥ 3 acres †
Non-Residential	Parcels ≥ 0.5 acre	Parcels ≥ 0.5 acre	Parcels ≥ 3 acres †
Right-of-Way	New Impervious Area ≥ 1 acre	New Impervious Area ≥ 1 acre †	New Impervious Area ≥ 1 acre †
Open Space	Parcels ≥ 0.5 acre	Not Applicable	Not Applicable

\* Site stormwater management requirements are not required for maintenance activities as defined in Appendix A.

† Where practicable.

‡ Starting the effective date of this Ordinance, any new development on the parcel that totals either individually or in the aggregate to more than one-half (0.5) of an acre.

## Julia Cedillo

---

**From:** Paul E. Flood <peflood@ehancock.com>  
**Sent:** Thursday, February 13, 2014 1:38 PM  
**To:** Julia Cedillo; Brendan McLaughlin; Dean Maggos; Emily Rodman; Cathleen M. Keating  
**Cc:** Mark D. Lucas; Brad Clark; Laura L. Swiatnicki  
**Subject:** FW: MWRDGC - WMO

Brendan:

As a follow up to our conversation this morning, Mark has generated the email below to provide some background information regarding the implementation of the Cook County Watershed Management Ordinance. Please let me know if you would like any additional detail.

Thank- Paul

**Paul E. Flood**

**Principal**

Edwin Hancock Engineering Co.

9933 W. Roosevelt Road

Westchester, IL 60154

Tel 708/865-0300

Fax 708/865-1212

Email [peflood@ehancock.com](mailto:peflood@ehancock.com)

Web [www.ehancock.com](http://www.ehancock.com)



Civil Engineers ♦ Municipal Consultants ♦ Established 1911

PLEASE NOTE: This e-mail message is for the sole use of the intended recipient(s) and contains confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply-email and destroy all copies of the original message.

---

**From:** Mark D. Lucas  
**Sent:** Thursday, February 13, 2014 12:32 PM  
**To:** Paul E. Flood  
**Subject:** MWRDGC - WMO

On October 3, 2013 the Metropolitan Water Reclamation District of Greater Chicago (MWRD) Board of Commissioners unanimously approved the Cook County Watershed Management Ordinance (WMO). The WMO was adopted with an effective date of May 1st, 2014. The ordinance has been under development and contemplation by the MWRD since 2007. The final draft was vetted to the public in 2013 through four public hearings and a study session.

The purpose of the WMO is to establish uniform storm water management regulations for Cook County in order to prevent future commercial, municipal, and residential development and redevelopment projects from

exacerbating flooding. Some pertinent requirements for the Village of LaGrange Park as a primarily combined sewer community are as follows:

A MWRD permit will still be required for all sanitary and combined sewer improvements.

In regards to development/redevelopment, runoff will need to be managed for disturbances on parcels more than 0.5 acres (1.0 acre for residential subdivisions). However, there are exceptions that have been provided for some agriculture, gardening, septic systems, maintenance, in-kind replacement, and some specific ROW improvements and repairs. For many developments greater than 0.5 acres in the Village the developer will be required to retain the first 1 inch of rainfall from an event by incorporating Best Management Practices (BMP's).

Floodplain provisions are similar to the village's with some notable exceptions, such as increasing to a 2' Flood Protection Elevation (FPE) instead of our current 1' FPE above the Base Flood Elevation (BFE) has been included.

The Village should review the separate sewered area and determine if potential development opportunities in that area would warrant the Village requesting to become an "authorized municipality" which would allow it to issue watershed management permits. Such issuance is advantageous to municipalities because the municipalities may expedite the permit process. This efficiency would benefit permit applicants and developers. This authorization would only be for the separate sewered areas as the MWRD would still review all developments in the combined sewered area.

The village will need to review its current storm water regulations as the MWRD's will supersede many of the requirements contained therein, but not all.

That's it in a brief nutshell. We are preparing a detailed memo with regards to the impacts of the WMO for our clients, which will be done soon (it is partially done already and awaiting some specific feedback). A complete review of the Village's existing ordinance is highly recommended as single family homes are exempted by the district, but we still think pose significant storm water issues that the village wants addressed.

**Mark D. Lucas, P.E.**

Vice President

**Hancock Engineering Company**

9933 Roosevelt Road

Westchester, Illinois 60154

708.865.0300

708.865.1212 Fax

[mdlucas@ehancock.com](mailto:mdlucas@ehancock.com)

## **Village Board Agenda Memo**

**Date:** May 29, 2014

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

**From:** Julia A. Cedillo, Village Manager   
Daniel L. McCollum, Chief of Police 

**Re:** Revised ILEAS Intergovernmental Agreement

---

### **GENERAL BACKGROUND**

Since 2003, the Village of LaGrange Park has been a participant in the Illinois Law Enforcement Alarm System (ILEAS) Mutual Aid Agreement. LaGrange Park is one of over 900 agencies participating in ILEAS. The development of the system was largely influenced by the success experienced in the fire service with their mutual aid system, MABAS.

The ILEAS Governing Board reviewed the prior agreements in place and recommended several revisions. They have been incorporated in the new agreement, which is attached to this memo. In summary, the changes include:

- Modifying the ILEAS governance structure.
- Including the by-laws as part of the actual agreement.
- Providing a formal process for making any future amendments to the agreement.
- Allowing a transition period for agencies to continue to operate under the old agreement.
- Outlining and solidifying the legal authority for ILEAS to exist.
- Providing specific insurance requirements.
- Including correctional officers under the definition of law enforcement personnel.

All participating agencies have been asked to submit the revised agreement for approval to their respective government leaders.

Village Attorney Cathy Keating has reviewed the new agreement and the proposed resolution and approved them as to form.

### **DOCUMENTATION**

- ILEAS cover letter and supporting materials.
- Revised agreement.

- Proposed resolution authorizing the Village President to sign the revised agreement.

**MOTION/ACTION REQUESTED**

This matter is being placed on the agenda for the Village Board Work Session on June 10, 2014. If consensus is reached by the Board on that date, the item will be placed on the Village Board Meeting on June 24, 2014 for approval.

**RECOMMENDATION**

Staff recommends that the Village President be authorized to sign the new agreement and that the resolution be adopted.

Attachments



**David Snyders**  
Sheriff  
Stephenson County  
President

**Derek Hagen**  
Sheriff  
Iroquois County  
Treasurer

**Wayne Gulliford**  
Deputy Chief  
Chicago  
Secretary

**Tom Schneider**  
Sheriff  
Macon County  
Sergeant at Arms

**James Page**  
ILEAS  
Executive Director

Chief/Sheriff:

March 17, 2014

We believe that great organizations always look for ways to improve and to adapt to a constantly changing environment. If ILEAS is to remain relevant and nimble so that it can better serve its member agencies over the long term, it must be constantly reviewing its operation, reaffirming its foundational values and ensuring that it is on solid legal and financial footing.

ILEAS has been in existence for over ten years. We believe it is time for enhancements. Over the last year, the ILEAS Governing Board and the staff have reviewed operations, foundational documents and financial status. Our review revealed that while ILEAS is currently in good shape, there are areas where we could improve. For instance, the online resource database needs updating with better technology and expansion to cover equipment and resources that may not have been available early in ILEAS' development.

The most important change ILEAS is undertaking is the improvement of the mutual aid agreement. Everything ILEAS does is based on that agreement. Over 900 agencies have signed the original agreement which has stood the test of time for ten years. However, after a very detailed internal examination based on experience AND after extensive support and advice from a number of legal experts, ILEAS has developed the next generation agreement!

This new ILEAS agreement builds on the strengths of the original agreement and puts ILEAS on more solid legal footing. It provides capabilities, such as the ability to amend the agreement, that were previously unavailable. ILEAS is not changing the most important roles it has played in mutual aid and the support of local law enforcement. In fact, for you as a law enforcement executive, not much changes. You can still request and respond to mutual aid incidents, the reimbursement and the insurance arrangements do not change, the Governing Board still operates as usual and the ILEAS special teams remain as they are. The new agreement augments ILEAS' legal footing and more specifically acknowledges that ILEAS was being created to oversee the logistics of statewide mutual aid. It provides more specifics on exactly how the Governing Board operates.

We are asking all of our member agencies to adopt this new agreement. ILEAS' goal is to have all the current member agencies adopt the new agreement within a year. This should be a relatively simple process for you. It is particularly important that the new agreement be signed by an official with the legal authority to enter into the agreement on behalf of your public agency. For the vast majority of our members that will be a village president, mayor, city manager, county board chair, etc. Remember, ILEAS was formed pursuant to the Illinois Intergovernmental Cooperation Act and is an agreement between all of the public agencies that sign the agreement.

Also, don't worry, your original agreement is still in effect until you adopt and sign the new one. We have built into this agreement what we believe to be all the tools that you need to ***reaffirm and strengthen your commitment to the ILEAS concept of "Strength Through Cooperation!"***

In the packet you received, we have provided:

- The new Law Enforcement Mutual Aid Agreement
- A sample resolution for your use if necessary
- An explanatory document which outlines:
  - what ILEAS is and historically how we came to develop a new agreement
  - the differences and similarities between the new and old agreements
  - a step-by-step process for completing the transition

Additionally, ILEAS has put together a 12 minute video that might be helpful when explaining the value of being a member of ILEAS. It highlights a handful of a variety of ILEAS mutual aid activations in 2013 from across Illinois. It takes a few minutes to download; however, it's worth the time because it tells the story of why your jurisdiction needs to maintain its membership or to join ILEAS. Go to <https://ileas.sharefile.com/d-sbaff3c654a042f9a> to download it.

If you want more copies of the explanatory document for your local officials, they will be available. Simply feel free to reach out to your Regional Planning Coordinator or the ILEAS administrative office in Urbana and we will send them to you directly.

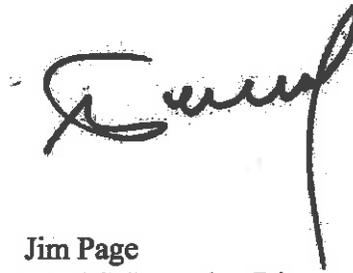
If you, your local public officials or legal advisors have any questions whatsoever, do not hesitate to reach out to us and we will do the best we can to provide the answers. If you want your local Regional Planning Coordinator available to attend city/village/county board meetings to answer questions, that can be arranged as well.

***It is our hope and belief that the value ILEAS offers to your agency is well worth the time and effort to adopt the updated agreement.*** Thank you for your time, consideration and support to strengthen ILEAS so that the best mutual aid system in the country will be there when you need it.

Respectfully,



David Snyders  
Stephenson County Sheriff  
ILEAS President



Jim Page  
ILEAS Executive Director



## HISTORY OF ILEAS – HOW IT STARTED AND HOW IT GREW!

ILEAS is a consortium of over 900 local law enforcement public agencies established pursuant to the Constitution of the State of Illinois (Ill. Const. Art. VII, sec. 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 et seq.) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1). ILEAS was created as a public agency when, after September 11<sup>th</sup>, the Illinois Association of Chiefs of Police, the Illinois Sheriffs' Association, the Chicago Police Department, the Illinois Emergency Management Agency and the Illinois State Police worked together to create a statewide law enforcement mutual aid organization.

ILEAS was based on the same mutual aid principles that governed the Mutual Aid Box Alarm System (MABAS) which is the statewide fire services mutual aid system. Based on decades long success of MABAS, ILEAS emulated MABAS' agreement and structure and expanded the concept statewide. In 2003, member agencies elected the first Governing Board. Local jurisdictions started adopting the mutual aid agreement and the first Governing Board was elected – ILEAS was in business!

## ESTABLISHING MUTUAL AID

ILEAS' first order of business was collecting a database of resources possessed by its member agencies and contracting with both Northwest Central Dispatch in Arlington Heights and Peoria Dispatch for dispatch support. ILEAS maintains the database which includes number of officers/deputies, squad cars, K-9 units, SWAT teams, translators, and mobile command posts. ILEAS makes this updated database available to the dispatch centers. When a member agency is in need, it simply calls the dispatch center and makes its resource requests. The dispatch agency queries the database to determine the closest agency with that resource. That agency is then called and a request is made for them to respond to aid the stricken jurisdiction.

ILEAS' first official request for mutual aid was the tornado in Utica on April 20, 2004. That activation was so successful that the word spread throughout Illinois and hundreds of agencies joined ILEAS. From that first successful mutual aid activation in Utica, ILEAS grew rapidly and is now capable of handling virtually any size of mutual aid requests, both in- and out-of-State. ILEAS coordinated the deployment of 287 officers to assist the Chicago Police during the NATO Summit in May of 2012, 150 officers and deputies to accompany State Troopers sent to Katrina in August of 2005 and 25 local officers accompanying the Illinois State Police to New Jersey after Super-Storm Sandy in November of 2012.

## IMPROVEMENTS ALONG THE WAY

While ILEAS has been operationally very successful, it is always looking for ways to improve. ILEAS has fine-tuned its special team training, exercising and deployment process. ILEAS engaged the services of retired experienced senior law enforcement commanders and executives to provide planning and operational support services in the field directly to member agencies. When funds are available, ILEAS has provided millions of dollars of equipment in the form of ruggedized laptops, radiation detectors, respirators and mobile command post vehicles. ILEAS represents the homeland security needs and interests of its members to the State Terrorism Task Force and to Federal agencies when necessary.

The original database on paper was moved online for a more efficient and flexible implementation. It can now be updated in seconds and made available to every agency for use in non-emergencies. In 2014, ILEAS will start the implementation of a modernization and expansion of its resource

database capabilities. More data will be gathered about each member agency so that a more focused response to a request for assistance can be made. At the requests of various sheriffs, ILEAS will collect information about correctional resources throughout the State so that sheriffs can reach out to ILEAS for correctional mutual aid in addition to general law enforcement.

## THE NEXT STEP

The law enforcement mutual aid agreement has remained a constant for the last ten years. ILEAS is no different than other vibrant and successful enterprises that are constantly looking for ways to improve and build on their success. ILEAS has undertaken a year-long examination of the mutual aid agreement and determined that it can build on success by implementing improvements to the agreement. Modifications have been identified that will offer more flexibility and provides a more robust description of ILEAS' mandate in order to protect ILEAS and its member agencies in an increasingly litigious society.

During this mutual aid agreement review, ILEAS sought advice from private counsel, General Counsel for the Governor of Illinois, General Counsel of the Illinois Emergency Management Agency and the Attorney General's Office. Based on that advice and discussion internally, the ILEAS Governing Board has authorized the implementation of a new updated Law Enforcement Mutual Aid Agreement to be implemented in 2014!



# THE PATH FORWARD



## WHAT DOES MEMBERSHIP IN ILEAS OFFER TO LOCAL LAW ENFORCEMENT AGENCIES?

ILEAS is the largest and most effective law enforcement mutual aid organization in the United States. Over 900 counties, cities and other units of local government have joined ILEAS. ILEAS member agencies employ over 95% of the law enforcement officers in Illinois. ILEAS' motto is "Strength Through Cooperation." Its continuing mission is to reduce costs and increase effectiveness of local law enforcement through the combining and sharing of resources and statewide coordination of mutual aid. ILEAS has been recognized by state and federal authorities as having one of the most robust law enforcement mutual aid capabilities in the United States.

## STATEWIDE MUTUAL AID

When joining ILEAS, every city, county or special district which has a law enforcement capability signs the same Law Enforcement Mutual Aid Agreement. This agreement 1) provides the capability to request or to deploy law enforcement resources both regionally and across the State of Illinois at no cost, and 2) creates the organization called ILEAS which coordinates those mutual aid requests 24 hours a day and 365 days a year. Examples include the historic Southern Illinois Flooding (2011), the tornadoes that struck Harrisburg (2012) and Washington (2013). Those affected Chiefs of Police and Sheriffs made one call to ILEAS which coordinated the response statewide. Dozens of local law enforcement officers responded to each of those calls for help – at no cost to the requesting agencies. If a disaster is declared and public assistance is authorized, ILEAS assists the responding and requesting agencies in applying for cost reimbursements from the State or Federal government. Additionally, the ILEAS mutual aid agreement provides a mutual understanding of liability with regard to insurance coverage and worker's compensation.

## SPECIALIZED TEAMS OF LOCAL OFFICERS AND DEPUTIES

ILEAS has also created regionalized, multi-jurisdictional specialized teams drawn from participating agencies which are capable of responding throughout the State when necessary. These teams include Special Response Teams (SRT) and Mobile Field Force (MFF) teams. The SRT teams are regionally based SWAT teams of 25 to 35 officers that have received hundreds of hours of Federally-approved training and are equipped with the highest quality equipment available. The SRT teams can provide basic SWAT services across the State and are also trained to manage tactical problems in a contaminated or potentially contaminated environment.

The Mobile Field Forces are also regionally based and each team consists of approximately 60 highly trained and equipped officers from participating

agencies who are specially trained to deal with civil unrest and crowd control while respecting everyone's First Amendment rights. The MFF teams are also trained to provide Law Enforcement Patrol Team services to provide long term police services after disasters strike. They are, in essence, a portable police department that can be moved anywhere in the State to assist stricken jurisdictions. ILEAS also provides funding for and supports nine local Bomb Teams in Illinois.

## DISASTER ASSISTANCE

When a disaster strikes requiring more law enforcement resources than your city, town, village or county has available, ILEAS will notify other member agencies in the region and coordinate as many officers and equipment requested. At least one ILEAS employee with years of law enforcement disaster management experience will be available to respond to provide planning support for the affected chief or sheriff. ILEAS will work with the Illinois State Police, the Illinois Emergency Management Agency and other state and regional agencies to ensure a coordinated response providing tools for the stricken agency to effectively and efficiently manage the situation. ILEAS does NOT take over or manage the incident. That responsibility and authority remains with the local law enforcement executives and civil authorities. ILEAS provides support, both in terms of resources and planning advice based on experience. Go to the ILEAS home page at [www.ileas.org](http://www.ileas.org) for video testimonials regarding previous responses to local disasters.

## ILEAS GOVERNANCE

As defined in the Illinois Intergovernmental Cooperation Act, ILEAS is a public agency which has representative oversight and a staff based in Urbana, Illinois. ILEAS has a 21-member Governing Board consisting of, 1) eight chiefs of Police and eight sheriffs elected by the member agencies based out of eight regions throughout the State, 2) representatives from the Illinois Association of Chiefs of Police and the Illinois Sheriffs' Association, 3) an appointee of the Director of the Illinois State Police and 4) two appointees from the Chicago Police Department. ILEAS is subject to the Open Meeting Act, the Freedom of Information Act, conducts annual independent financial audits and complies with other statutes governing public agencies. ILEAS receives its funding in the form of Federal Homeland Security Grants provided to ILEAS by the Illinois Emergency Management Agency. Members pay a very low annual dues based on the agency size. Most agencies dues equal the cost of one tank of gas for a squad car.

ILEAS is not a State agency. It is a separately-existing public agency that is formed by a consortium of public agencies which have come together by intergovernmental agreement for the mutual benefit of all of the signatory public agencies. ILEAS exists to provide operational support and services to local law enforcement by harnessing and cultivating the power of collaboration and cooperation!



## COMPARING THE OLD AND NEW MUTUAL AID AGREEMENTS

Since 2003, there has been an ILEAS mutual aid agreement which was initially executed by a multitude of public agencies in the wake of the events of the September 11<sup>th</sup> terrorist attacks. The original mutual aid agreement has never been updated, modified or changed since its inception. The elected representatives of those agencies desire to enhance and reaffirm their commitment to law enforcement mutual aid while outlining more specifics with regard to the relationship that currently exists between each of the public agencies forming ILEAS as a public agency and ILEAS itself.

## SIMILARITIES BETWEEN THE CURRENT AND NEW AGREEMENTS

- Mutual aid is handled exactly the same
  - ✦ Agencies can request mutual aid assistance and receive it in the exact same fashion under the new agreement as it can pursuant the current agreement
  - ✦ The chief executive of the requesting agency is still in charge of any incident where mutual aid is rendered
- The Governing Board process is virtually identical
  - ✦ The Governing Board will still be based on elections of chiefs and sheriffs in the regions and with the appointed members from the Illinois State Police, Chicago Police and the Illinois Association of Chiefs of Police and the Illinois Sheriff's Association.
  - ✦ The current Governing Board stays in place until 2015 when regional elections take place.
- The ILEAS operation will not change
  - ✦ ILEAS will still employ staff to manage the mutual aid requests, special teams support, regional planning support, grant processing, etc.

## DIFFERENCES BETWEEN THE CURRENT AND NEW AGREEMENTS

- The clarity of intent that the signatory member public agencies agree to create ILEAS
  - ✦ The original agreement established the ILEAS Governing Board in one sentence. Pursuant to that, the Governing Board was created and adopted by-laws which guides its actions.
  - ✦ The new mutual aid agreement provides a very detailed and specific process for governance so that every agency signing the agreement understands the underpinnings of ILEAS, the nature of the organization, how ILEAS is governed and a clear description of the relationship of the parties executing and being formed by the agreement.
- The inclusion of the basic by-laws into the actual agreement
  - ✦ A significant portion of the new agreement sets out the process by which ILEAS is governed in a fashion that is consistent with the laws and regulations of the State of Illinois while adding clarity to the operations of ILEAS.
  - ✦ Working off the original agreement which was determined to be adequate but not ideally detailed in a fashion that promoted the adaptability and modern needs of ILEAS and those forming ILEAS, the Governing Board desires to have a set of processes which more specifically identifies how ILEAS works and recognizes the need of ILEAS to change as circumstances change.
- The establishment of an amendment process so that the agreement can be kept current without completely replacing it each time an improvement is necessary
  - ✦ The original agreement did not provide for an amendment process. If new laws or regulations require a change in the agreement, ILEAS would have to go through the entire process of implementing a new agreement by having all 900 members sign anew.

- ✦ The new agreement provides a process that amendments can be made by a vote of signatory public agencies instead of implementing an entirely new agreement
- Creating a smooth transition from the original agreement to the new agreement over a period of time
  - ✦ The new agreement is written in such a way that the current agreement and the new agreement can co-exist for a period of time to avoid operational disruption.
  - ✦ ILEAS' goal is to get every agency to sign onto the new agreement as soon as possible; but failure to sign the new agreement will not jeopardize an agency's ability to respond to or request mutual aid.
- More clearly defining the legal foundation of ILEAS and signatory public agencies' agreement:
  - ✦ As time passes and the legal environment changes, organizations need to constantly examine their foundational documents to ensure that they are compliant with current laws and court cases.
  - ✦ ILEAS is a unique organization that only has a handful of peer agencies in Illinois and it does not fit into common categories such as a unit of local government like a city or county. Because ILEAS is a public agency without the ability to levy a tax, a well-established foundation is necessary to ensure ILEAS is on solid legal footing in the future.
- Establishes a more specific minimum level of insurance coverage for participating agencies.
- Expands the definition of Law Enforcement Personnel to include Correctional Officers so that sheriffs can utilize the ILEAS mutual aid agreement to assist each other with jail emergencies

This new agreement establishes a smooth transition from the original agreement to the new agreement over a period of time. The new agreement is written in such a way that the current agreement and the new agreement can co-exist for a period of time to avoid operational disruption. ILEAS' goal is to get every agency to sign onto the new agreement as soon as possible; but a delay to sign the new agreement will not jeopardize an agency's ability to respond to or request mutual aid.





## HOW TO IMPLEMENT THE NEW MUTUAL AID AGREEMENT

ILEAS' goal is to get every current member to sign the new mutual aid agreement in the next year. ILEAS has worked to make the process as simple as possible. Here are the pertinent steps to getting your agency onto the new agreement:

### ARE YOU A PUBLIC AGENCY?

- A public agency is defined by the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)). Counties, municipalities, townships, special districts, school districts, and public community college districts are all examples of public agencies.
- If you are not a public agency, but your agency has lawful police power and you want to maintain your participation in ILEAS or are interested in joining, please review paragraph six of the mutual aid agreement and contact Jim Page at ILEAS at 217-328-3800.

### OBTAIN A COPY OF THE NEW AGREEMENT

- ILEAS is mailing a hard copy to every local law enforcement agency in Illinois. The new agreement is also available for download online at [www.ileas.org](http://www.ileas.org).
- Please note that every agency must adopt the same agreement. The key to regional and statewide mutual aid is that every agency adopt the identical agreement to all others. For that reason, individual modifications to the agreement cannot be accepted.
- If your city or county attorneys have questions, please direct them to ILEAS at 217-328-3800 or to Executive Director Jim Page at [jpage@ileas.org](mailto:jpage@ileas.org).

### ADOPTION

Your county, city, town, village or other public agency is empowered to join ILEAS by several Illinois laws. You may want to review the following:

- Constitution of the State of Illinois (Ill. Const. Art. VII, § 10)
- Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.)
- Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 et seq.)
- Illinois Municipal Code (65 ILCS 5/11-1-2.1)

However, the procedures your agency needs to follow to adopt this agreement also depend on your own local rules and legislation. Most agencies will pass a resolution through a board or council. A sample resolution to get you started is available for download online at [www.ileas.org](http://www.ileas.org).

Whether through ordinance, resolution or other procedure employed by your public agency, your public agency should clearly authorize someone, or someone who holds a specific office, to sign the new mutual aid agreement. Remember, the individual who signs is signing not for themselves but as a representative of the public agency which is desiring to become part of a mutual aid agreement – a public agency is never a person or position (even if elected).

### SIGNATURE

Near the end of the new agreement, your public agency, through a recognized agent of the public agency, will find the place to sign and notarize your agreement. This should be completed in the presence of a Notary Public by an agent of your county, city, town, village or other public agency who has been given the authority to sign this agreement.

There is no place for ILEAS to sign the agreement because your agreement is with the hundreds of other agencies that are signing the exact same agreement. You are not entering into an agreement with ILEAS, you are creating a stronger ILEAS and reaffirming your commitment to law enforcement mutual aid throughout the State of Illinois. As part of its centralization and coordination responsibilities, ILEAS will collect all the signed agreements and keep them on file.

### FILING

- Print and sign two documents. Keep one original for your records. Send a signed original to ILEAS along with any supporting documentation deemed appropriate such as the adoptive resolution.
- ILEAS will provide a copy by posting it on a secured website established just for your agency.



For further information, please contact us at:  
ILEAS Administrative Office  
1701 E. Main Street  
Urbana, IL 61802  
(217) 328-3800 • [www.ileas.org](http://www.ileas.org)

# Law Enforcement Mutual Aid Agreement

This Law Enforcement Mutual Aid Agreement (LEMAA) is executed, in multiple counterparts, by the Public Agency shown on last page hereof on the date that is set forth on the last page of this LEMAA for the uses and purposes set forth herein.

Whereas, the undersigned Public Agency of the State of Illinois does hereby declare that it is in the best interest of the Signatory Public Agency to make provision for law enforcement Mutual Aid in the event the undersigned Public Agency should need law enforcement Mutual Aid, and;

Whereas, the undersigned Public Agency of the State of Illinois recognizes that law enforcement Mutual Aid is only effective if those Public Agencies who could potentially benefit from law enforcement Mutual Aid are willing to provide law enforcement Mutual Aid to other Public Agencies who are willing to enter into a Mutual Aid agreement such as this Mutual Aid agreement, and;

Whereas, in the State of Illinois, there exist constitutional and statutory provisions enabling and supporting the formation of intergovernmental agreements on matters such as law enforcement Mutual Aid, *to wit*, the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 *et seq.*) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1), and;

Whereas, in order to have an effective law enforcement Mutual Aid system, it is necessary and desirable to have a third party entity that can support, centralize, coordinate and organize the provision of law enforcement Mutual Aid by and among Signatory Public Agencies to the law enforcement Mutual Aid agreement, and;

Whereas, this LEMAA is made in recognition of the fact that natural or man-made occurrences may result in Emergencies or Disasters that exceed the resources, equipment and/or Law Enforcement Personnel of a given Public Agency; each Public Agency which signs a copy of this LEMAA intends to aid and assist the other participating Public Agencies during an Emergency or Disaster by temporarily assigning some of the Responding Public Agency's resources, equipment and/or law enforcement personnel to the Requesting Public Agency as circumstances permit and in accordance with the terms of this LEMAA; the specific intent of this LEMAA being to safeguard the lives, persons and property of citizens of the State of Illinois during an Emergency or Disaster by enabling other Public Agencies to provide additional resources, equipment and/or Law Enforcement Personnel as needed, and;

Whereas, since approximately 2002, there has existed in the State of Illinois an Illinois Law Enforcement Alarm System law enforcement Mutual Aid agreement ("Prior Mutual Aid Agreement") which was initially executed by a multitude of signatory parties in the wake of the events of the 911 terrorist attacks and (even though the needs of law enforcement have changed, grown and advanced in various regards) the Prior Mutual Aid Agreement has never been updated, modified or changed since its inception, it is now the desire of the Signatory Public Agency to this LEMAA to enhance and reaffirm its commitment to law enforcement Mutual Aid in the State of Illinois while providing more particularity to the relationship that exists between each of the Signatory Public Agencies to this LEMAA and the third party agency, the Illinois Law Enforcement Alarm System, created by such Signatory Public Agencies,

Now, therefore, the undersigned Public Agency, does hereby enter into this LEMAA with each and every other Public Agency which signs a counterpart copy of this LEMAA and agrees and contracts as follows:

**1. Definitions.** The following definitions apply to this Mutual Aid Agreement (the plural version of any defined term meaning two or more instances of the defined term):

a. **Disaster** – An occurrence, or the reasonable threat or possibility of an occurrence of, any of the following: widespread or severe damage; injury or loss of life or property resulting from any natural or technological cause, including but not limited to, fire, flood, earthquake, windstorm, tornado, hurricane, severe inclement weather, hazardous materials spill or other water or ground contamination requiring prompt action to avert danger or damage; epidemics, contaminations, blight, extended periods of severe and inclement weather, drought, infestation and critical shortages of essential products, fuels and energy; explosion; riot; significant or large scale civil insurrection or disobedience; hostile military or paramilitary action, or; acts of domestic terrorism.

b. **Emergency** – A natural or man-made situation that threatens to cause, or causes, loss of life and/or property and exceeds the physical and/or organizational response capabilities of a unit of local, state or federal government.

c. **Illinois Law Enforcement Alarm System** (or the abbreviation "ILEAS") – the third party Public Agency formed by Signatory Public Agencies to this LEMAA, or continued from the Prior Mutual Aid Agreement, to promote and facilitate law enforcement Mutual Aid in the State of Illinois, and;

d. **Initial Governing Board** – The first Governing Board of ILEAS established after two or more Public Agencies enter into this LEMAA.

e. **Law Enforcement Personnel** – An employee of a Signatory Public Agency to this LEMAA who is a law enforcement officer, county corrections officer or court security officer, as defined in Section 2 of the Illinois Police Training Act (50 ILCS 705/2).

f. **LEMAA** – This agreement.

g. **Mutual Aid** – Assistance provided by a Public Agency to another Public Agency pursuant to a definite and prearranged written agreement in the event of an Emergency or Disaster.

h. **Prior Mutual Aid Agreement** – a certain Mutual Aid Agreement having initial signatories in 2002 (with other signatory parties beginning their participation at a time later than the initial signatory parties) and which reflects a document modification date of "October 23, 2002" in the footer of the signature page (page 5).

i. **Prior Signatory Public Agency** – A Public Agency which executed the Prior Mutual Aid Agreement and has neither terminated its participation in the Prior Mutual Aid Agreement nor entered into this LEMAA.

i. **Public Agency** – Such units of government as are defined as a public agency by the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)).

j. **Requesting Public Agency** – A Signatory Public Agency to this LEMAA that has primary jurisdiction over the site of an Emergency or Disaster which, due to its perceived insufficient resources, equipment and/or Law Enforcement Personnel, would be unable to provide an adequate response to an Emergency or Disaster without the assistance of others.

k. **Responding Public Agency** – A Signatory Public Agency to this LEMAA that provides resources, equipment and/or Law Enforcement Personnel to a Requesting Public Agency during an Emergency or Disaster.

l. **Signatory Public Agency** – a Public Agency that has executed this LEMAA by signature of an authorized individual for the Public Agency under the authority of the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the final approval required of the Public Agency in order to execute the LEMAA.

## **2. Agreement to Participate in Law Enforcement Mutual Aid.**

The Signatory Public Agency to this LEMAA agrees that, in the event of an Emergency or Disaster, it will respond to requests for assistance by a Requesting Public Agency with such Law Enforcement Personnel, equipment, resources, facilities, or services as are, in the opinion of the Responding Public Agency,

available and useful and being requested by a Requesting Public Agency. Possible responses shall include, but not be limited to, merely being on "stand by," providing the benefit of prior experience or consultation and/or actual "hands-on" participation in law enforcement activities in the jurisdiction of the Requesting Public Agency any one of which may also entail the provision of equipment, resources, facilities or other services. Provided, however, that each Responding Public Agency reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction's property, citizenry or personnel.

It is expected that requests for Mutual Aid under this Agreement will be initiated only when the needs of the Requesting Public Agency exceed its resources. Responding Public Agencies' resources will be released and returned to their own respective jurisdictions by the Requesting Public Agency as soon as the situation is restored to the point where the Requesting Public Agency is able to satisfactorily handle the emergency or disaster with its own resources or when a Responding Public Agency decides to recall its assistance.

Whenever an Emergency or Disaster is of such magnitude and consequence that it is deemed advisable by the highest-ranking officer present of the Requesting Public Agency to request assistance from a Responding Public Agency, he is hereby authorized to do so under the terms of this LEMAA. The highest-ranking officer present of the Responding Public Agency is authorized to, and shall forthwith take, the following actions:

- Immediately determine what type of assistance is being requested.
- Immediately determine if the requested resources, equipment and/or Law Enforcement Personnel can be committed to the Requesting Public Agency.
- Immediately dispatch, in consultation and coordination with the ILEAS dispatcher, the resources, equipment and/or Law Enforcement Personnel that are available to the Requesting Public Agency.

At the Emergency or Disaster site, the highest-ranking officer of the Requesting Public Agency who is present shall assume full responsibility and command for operations at the scene. Law Enforcement Personnel from the Responding Public Agencies shall report to, and shall work under, the direction and supervision of the Requesting Public Agency. Provided, however, that at all times, the personnel of the Responding Public Agency shall remain employees of their own agency and shall adhere to the policies and procedures of their own employer. While working under the direction of the Requesting Public Agency, Law Enforcement Personnel shall only be required to respond to lawful orders.

All equipment provided or services performed under this LEMAA shall be provided without reimbursement to the Responding Public Agency from the Requesting Public Agency. Nothing contained herein shall prohibit a Responding Public Agency or ILEAS from seeking reimbursement or defrayment of any expenses it may have incurred in responding to a Mutual Aid request from other sources. The Requesting Public Agency agrees to cooperate with any effort to seek reimbursement or defrayment of Mutual Aid expenses on the part of Responding Public Agencies or ILEAS.

All Requesting Public Agencies, Responding Public Agencies and ILEAS are required to keep expense and accounting records to identify the costs and expenses of any Mutual Aid provided under this LEMAA.

Each Responding Public Agency shall assume sole responsibility for insuring or indemnifying its own employees, as provided by state, federal law and/or local ordinance, and for providing personnel benefits, including benefits that arise due to injury or death, to their own employees as required by state or federal law just as if the employee would have been working as an employee of the Responding Public Agency in its own home jurisdiction. Each Responding Public Agency shall also be responsible, regardless of fault, for replacing or repairing any damage to its own vehicles or equipment that occurs while providing assistance under this LEMAA.

The Requesting Public Agency agrees that this LEMAA shall not give rise to any liability or responsibility for the failure of any other Signatory Public Agency to respond to any request for assistance made pursuant to this LEMAA.

Each Responding Public Agency under this LEMAA further agrees that each Responding Public Agency will be responsible for defending itself in any action or dispute that arises in connection with, or as the result of, this LEMAA and that each Responding Public Agency will be responsible for bearing its own costs, damages, losses, expenses and attorney fees.

**3. The Illinois Law Enforcement Alarm System.** By agreement by and between each Signatory Public Agency to this LEMAA, there is and was formed and exists a third party Public Agency, created by the Signatory Public Agency parties to this LEMAA and by virtue of this LEMAA, which shall be known as the Illinois Law Enforcement Alarm System (hereinafter referred to as "ILEAS"). The following provisions apply to ILEAS:

a. The Public Agency ILEAS shall have a governing board, consistent with the meaning of the phrase "governing board" in 5 ILCS 220/2(1), which shall be known as the "Governing Board."

1. Governing Board Composition and Voting. The Governing Board of ILEAS shall consist of the following individual

members, described as follows:

- (a). Members of the Initial Governing Board – The individuals designated on Exhibit A will be members of the Initial Governing Board of ILEAS and shall serve until such time as their successors are elected or appointed, as the case may be.
- (b). Composition of the Governing Boards of ILEAS after the Initial Governing Board members have served their term shall be as follows, who shall serve until such time as their successors are elected or appointed, as the case may be:
  - 16 elected members representing eight (8) established ILEAS regions – there shall be one elected Sheriff member and one elected Chief of Police member from each of the eight (8) established ILEAS regions and the elected Sheriff member and the elected Chief of Police member shall be designated as the “Co-Chairs” from that region;
  - a permanent, non-elective Governing Board membership for the Illinois State Police Director or the Director’s designee,
  - a permanent, non-elective Governing Board membership for the President of the Illinois Association of Chiefs of Police or that President’s designee,
  - a permanent, non-elective Governing Board membership for the President of the Illinois Sheriff’s Association or that President’s designee.
  - two permanent, non-elective Governing Board memberships for the City of Chicago, Illinois or those persons designated by the Superintendent of Police, Chicago, Illinois.

Subject to the foregoing provisions of this subparagraph (b), no Public Agency shall be permitted to designate (as a candidate for election or appointment) a Governing Board Member unless that

Public Agency is a Signatory Public Agency and every Governing Board Member must be affiliated by employment with, or relation to, a Signatory Public Agency.

The President of ILEAS, with the advice and consent of the Governing Board of ILEAS, may appoint any number of *Ex-Officio* Governing Board consultants for the benefit of obtaining their counsel and advice but such individuals, if any, as are appointed to *Ex-Officio* Governing Board consultant positions shall not have any voting rights on matters to be decided by the Governing Board and, relative to the Board, are not agents or servants of the Governing Board, ILEAS or any Signatory Public Agency.

- (c). Members of Governing Boards of ILEAS after the Initial Governing Board – For purposes of determining the elected members of the Governing Board after the Initial Governing Board, the State of Illinois shall be divided into eight (8) regions which are shown on Exhibit B hereto. Any Signatory Public Agency to this LEMAA may nominate any one or more eligible individuals from its region as a candidate for Governing Board membership, including an individual employed by the Signatory Public Agency. Only Signatory Public Agencies to this LEMAA may vote for representatives to be elected from their region. Each Signatory Public Agency to this LEMAA gets one vote for an elected Sheriff member and one vote for an elected Chief of Police member from its region. Starting in 2015, the election of Governing Board members shall occur every two years in March of the year on a date to be determined by the Governing Board members in office in the October prior to the date of the election. Should a given Governing Board member vote result in a tie between candidates, the two or more candidates with the same highest number of votes shall participate in a "coin toss" selection process to determine who shall fill that Governing Board member position.
- (d). In the event that an elected Governing Board member dies, retires, resigns, is no longer employed by his employer in the same capacity as at the time of his

election or is otherwise unwilling or unable to serve the balance of that member's term, then a replacement Governing Board member from the same region as the Governing Board member being replaced shall be chosen by the remaining Governing Board member from that Region and shall serve until the next Governing Board member vote. If both Governing Board members from a given Region are no longer in office at the same time, then, by majority vote of the remaining Governing Board members still holding office, two replacements shall be chosen from that same Region (in individual, separate votes) and shall serve until the next Governing Board member vote. The replacement Governing Board member shall be a Sheriff if a Sheriff is being replaced and shall be a Chief of Police if a Chief of Police is being replaced.

- (e) Matters before the Governing Board for decision shall be decided by majority vote of a quorum of the voting members. A quorum for the conducting of the business of the Governing Board shall be established by the Bylaws promulgated by the Governing Board. Nothing contained herein shall prohibit the establishment of committees or subcommittees of the whole for the conduct of business as expressed in the Bylaws promulgated by the Governing Board.
2. Governing Board to Promulgate a Plan of Operation. The Governing Board shall cause to be promulgated a Plan of Operation for the giving and receiving of Mutual Aid under the provisions of the LEMAA and shall promulgate Bylaws for the management of ILEAS. Both the Plan of Operation and Bylaws may be modified from time to time based upon the majority vote of the then current members of the Governing Board.
  3. Governing Board Compensation. All officers, members and *ex-officio* members of the Governing Board shall serve without compensation.
  4. Regional Governing Boards. In each of the Regions, in addition to the co-chairs for that region, there may be elected a secretary, treasurer and sergeant at arms for that Region as well as any number of *ex-officio* members as that Region

desires.

- b. The Public Agency ILEAS shall have a President, Vice President, Secretary, Treasurer and Sergeant at Arms who shall be appointed by and from the Governing Board of ILEAS, at its discretion. The officers shall have the duties, responsibilities and powers accorded to them by the Bylaws of ILEAS as the Bylaws are established and may be amended from time to time by the Governing Board.
- c. The Public Agency ILEAS shall have an Executive Director, appointed by the Governing Board at its discretion, who shall be the chief operating officer of ILEAS and who shall have the duties, responsibilities and powers accorded to the Executive Director by the Bylaws of ILEAS as the Bylaws are established and may be amended from time to time by the Governing Board.
- d. The Public Agency ILEAS shall have the authority, right and power to:
  1. coordinate law enforcement Mutual Aid responses by and among Signatory Public Agencies to this LEMAA and act as a central receiving point for Mutual Aid requests;
  2. solicit and receive commitments from Signatory Public Agencies to respond to a Mutual Aid request and coordinate and provide support for any legal documentation necessary or desirable to effectuate the provision of law enforcement Mutual Aid;
  3. maintain an electronic mutual aid database to which all Signatory Public Agencies provide information related to each respective Signatory Public Agency's manpower, resources and equipment necessary to respond to a Mutual Aid request and to which all Signatory Public Agencies have access;
  4. identify through the mutual aid database individuals from Signatory Public Agencies with the ability, training and qualifications suitable for Mutual Aid responses, together with the necessary equipment and other resources as requested by the Requesting Public Agency;
  5. coordinate and provide a facility for training exercises and education;
  6. solicit, obtain and administer funds for the operations and functions of ILEAS and the provision of law enforcement

Mutual Aid in the form of grants, donations, endowments or allocations of funds from other governmental agencies or other sources (but not from the issuance of any debt obligations), to assess Board-approved dues on Signatory Public Agencies and to obtain reimbursement, payment, advances or funds from any governmental entity or agency which provides, allocates or administers funds to defray, pay or reimburse the expenses of those entities participating in Mutual Aid efforts;

7. provide accounting, budgeting, estimation, documentation, archival and general administrative support for law enforcement Mutual Aid deployments (actual, planned, proposed or contemplated) and the general operations of ILEAS;
8. obtain indemnity, casualty, liability and worker's compensation insurance for the operations of ILEAS in amounts and under terms deemed appropriate by the Governing Board;
9. employ support personnel to perform the functions and operations of ILEAS;
10. enter into contracts, agreements, purchase agreements and leases necessary to the functions and operations of ILEAS;
11. provide and display identification, signage, insignias, patches or other indicia which identify ILEAS employees and agents if and when such employees and/or agents are on site to coordinate or facilitate disaster and/or emergency relief performed by various Responding Public Agencies;
12. to own, hold, supply, borrow or lend, in ILEAS' name, such personal property as deemed necessary by the Governing Board to the purposes, functions and operations of ILEAS;
13. facilitate, enhance or enable interagency communication relative to the provision of Mutual Aid;
14. provide to Signatory Public Agencies to this LEMAA such information as is useful to them relative to what resources are available from ILEAS or other Signatory Public Agencies to this LEMAA ;
15. maintain a listing or database of available equipment, available animals and alleged independent contractor

experts in various fields that would serve as a resource to ILEAS and any Signatory Public Agency to this LEMAA which listing would be made available to such Signatory Public Agencies with the understanding on the part of the requesting Signatory Public Agency that ILEAS:

- (a) does not represent, provide, recommend or warrant to any Signatory Public Agency the appropriateness, integrity, quality, or qualifications of any listed resource, equipment or animal for a given use (such determination to be made solely by the requesting Signatory Public Agency), and;
  - (b) does not furnish, employ, provide, retain or have as its agent, any alleged expert whose contact information is provided to the Signatory Public Agency, such alleged expert being solely an independent contractor and, further, does not represent, recommend or warrant to any Signatory Public Agency the appropriateness, integrity, training, quality or qualifications of any alleged expert (such determinations to be made solely by the requesting Signatory Public Agency), and;
  - (c) relative to any animal, does not represent, recommend or warrant to any Signatory Public Agency the appropriateness, training, behavioral characteristics, quality or qualifications of any animal for a given use (such determination to be made solely by the requesting Signatory Public Agency).
16. engage in such other activities as support, enhance or enable Mutual Aid by and between the Signatory Public Agencies to this LEMAA.
- e. It is not the function, responsibility or purpose of ILEAS to warrant or endorse the sufficiency or talents of, deploy, supply, direct, command or manage any Law Enforcement Personnel responding to Mutual Aid requests under this LEMAA. Any Law Enforcement Personnel responding to a law enforcement Mutual Aid request under this LEMAA shall be Law Enforcement Personnel of a Responding Public Agency (and not of ILEAS) and shall take their orders from commanding officers of either the requesting Public Agency or the Responding Public Agency, as otherwise detailed in this LEMAA. In general, ILEAS' function in a Mutual Aid deployment is to receive the Mutual Aid request, identify and contact

appropriate potential responding Signatory Public Agency responders, obtain commitments from such potential Signatory Public Agency responders that they will respond to the Mutual Aid request, identify those Signatory Public Agencies who will respond to the Mutual Aid request of the Requesting Public Agency, provide ILEAS' expertise, services and experience relative to issues associated with Mutual Aid deployments and continue to monitor the adequacy of the Mutual Aid response to be able to respond if the Requesting Public Agency determines more assistance is needed and review the sufficiency of the Mutual Aid response that was made. ILEAS may, in its discretion, establish an on site presence at the Mutual Aid site when the Requesting Public Agency or the Responding Public Agencies believe such presence is useful to the purposes and functions of ILEAS and/or the Requesting Public Agency or the Responding Public Agencies.

**4. Additional Signatory Public Agency Provisions**

- a. Each Signatory Public Agency to this LEMAA agrees to maintain liability insurance with a Best's rated A- or better insurance company or a self insurance trust fund in the face or indemnity amount of at least one million dollars (\$1,000,000.00) which would provide, *inter alia*, liability coverage for any activities in which the Signatory Public Agency to this LEMAA might engage under this LEMAA.
- b. Each Signatory Public Agency to this LEMAA agrees to provide to ILEAS information about the equipment, resources and personnel of its Public Agency, jurisdictional and regional demographic information, contact information, National Incident Management Systems information and Reception Site Staging information which may be used by ILEAS to aid in ILEAS' support role under this LEMAA. The Executive Director of ILEAS shall prepare a document, which will be amended from time to time, which requests the information desired and send it to each Signatory Public Agency for completion and update. Each Signatory Public Agency to this LEMAA agrees that ILEAS may distribute any information obtained by the Executive Director to any other Signatory Public Agency to this LEMAA who may request such information for Mutual Aid purposes.
- c. Each Signatory Public Agency to this LEMAA agrees that it will not hold itself out as an agent of ILEAS or any Public Agency other than itself and will instruct each of its employees that they are not to hold themselves out as employees or agents of ILEAS or any

Public Agency other than the one as to which they are actually agents or employees. Further, each Signatory Public Agency to this LEMAA agrees to monitor the activities of its agents and employees to maintain compliance with this provision of the LEMAA.

- d. Each Signatory Public Agency to this LEMAA understands that, under the Constitution of the State of Illinois (Ill. Const. Art. VII, §10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), ILEAS may only be delegated authority, abilities and powers that the Signatory Public Agency to this LEMAA has itself. To the extent that a Signatory Public Agency to this LEMAA does not have legal authority to participate in cooperative law enforcement mutual aid, this LEMAA is void and of no effect relative to such Signatory Public Agency.
- e. It is the intent of each Signatory Public Agency to this LEMAA that ILEAS be created with all the powers enumerated herein and without further restrictions on those powers. Therefore, each Signatory Public Agency agrees that, if that Signatory Public Agency is determined to not have the authority or powers that are coextensive with those granted to ILEAS in this LEMAA or it is determined that the Signatory Public Agency is limited in the exercise of its authority or its powers to a greater extent than ILEAS is limited by this LEMAA, rather than limiting the powers of ILEAS, that finding will cause the Signatory Public Agency's participation in the creation of ILEAS to be void *ab initio* and Section 3 of this LEMAA shall not apply to such a Signatory Public Agency. Such a finding will not, however, invalidate the Signatory Public Agency's adoption of this LEMAA for purposes of providing and receiving law enforcement Mutual Aid.
- f. Each Signatory Public Agency to this LEMAA warrants that:
  1. It is a Public Agency under the laws of the State of Illinois.
  2. It is authorized by the legal process and laws applicable to that Public Agency that it has the full authority and right to enter into this LEMAA.
  3. To the extent that it is called upon to provide Law Enforcement Personnel as a Responding Public Agency, the Law Enforcement Personnel the Signatory Public Agency to this LEMAA provides have been properly credentialed by the Illinois Law Enforcement Training Standards Board to be a law enforcement officer, county corrections officer or court security officer in the State of Illinois and have been trained

relative to the types of tasks that the Law Enforcement Personnel will be undertaking relative to the mutual aid request.

4. To the extent that it is called upon to provide equipment as a Responding Public Agency, the equipment the Signatory Public Agency to this LEMAA provides is in good working order with no known defects, problems, faults or limitations that would make its use dangerous or impractical.

#### **5. Termination of Participation in LEMAA**

- a. Any Signatory Public Agency to this LEMAA has the right to terminate its participation in this LEMAA upon ninety (90) days notice to ILEAS. ILEAS shall notify remaining Signatory Public Agency parties to the LEMAA of the notice of termination.
- b. To the extent that a Signatory Public Agency incurs an obligation under this LEMAA prior to the expiration of the ninety (90) day notice of termination period, nothing contained in this section shall be interpreted to mean that that Signatory Public Agency should not meet its obligation under this LEMAA. Termination is automatically effective upon the expiration of the ninety (90) day period without further action by any party.

#### **6. Non-Member Affiliates**

- a. **Definition of Status** – A non-member affiliate of ILEAS is an incorporeal entity, which is not a public agency, but which has been vested with police powers by the State of Illinois, and which:
  1. would be eligible to request or provide law enforcement mutual aid, and;
  2. has agreed with ILEAS, under the provisions of this LEMAA, to be a non-member affiliate and abide by the provisions of this Agreement applicable to a non-member affiliates.
- b. **Purpose of Non-Member Affiliate Status** – While only Public Agencies may enter into this LEMAA and form ILEAS, there exists value to the public agencies forming ILEAS in having non-member affiliates to provide counsel, advice, experience and different points of view with respect to the problems and issues confronted and addressed by the Public Agencies which have formed ILEAS. As well, as situations sometimes call for coordination with entities with

police power which are not Public Agencies, advance cooperation, planning, coordination and sharing with such entities remains valuable to the Signatory Public Agencies forming ILEAS. As well, in situations of emergency or disaster and to the extent permitted by law, law enforcement services may be provided or given by non-member affiliates under agreements approved by the Governing Board of ILEAS.

- c. **Participation by Non-Member Affiliate** – A non-member affiliate becomes or remains a non-member affiliate at the sole discretion and pleasure of the Governing Board of ILEAS.
- **A non-member affiliate may:**
    1. send its law enforcement officers to participate in ILEAS-organized training and educational events upon terms and conditions determined by ILEAS;
    2. have its representative agent serve, at the discretion of the President of ILEAS and with the advice and consent of the Governing Board of ILEAS, as an *ex-officio* Governing Board Consultant;
    3. at the discretion of ILEAS, provide advice and counsel to ILEAS relative to a mutual aid situation.
    4. to the extent permitted by law:
      - (a) and under terms and conditions to be determined by the Governing Board of ILEAS, enter into agreements permitting peace officers of a non-member affiliate to provide law enforcement services, in an emergency or disaster, to Signatory Public Agencies and utilize ILEAS coordination services.
      - (b) and under terms and conditions to be determined by the Governing Board of ILEAS, enter into agreements permitting Signatory Public Agencies to provide law enforcement services, in an emergency or disaster, to the non-member affiliate and utilize ILEAS coordination services.
  - **A non-member affiliate, or its representative(s) may not:**
    1. represent to any third party or the public at large that it is a "member" of ILEAS or a Signatory Public Agency of ILEAS;

2. bind ILEAS, or any of the Signatory Public Agencies to this LEMAA, to any form of an agreement of any sort or kind;
  3. disclose to any third party or the public at large:
    - (a) the discussions to which its representatives may be privy at any Governing Board meeting,
    - (b) any documents, strategems or other planning activities associated with the business or activities of ILEAS or its Signatory Public Agencies,
    - (c) any information deemed by ILEAS or its Signatory Public Agencies as confidential in nature, with the presumption that, if the information was learned at any meeting or assemblage of ILEAS Directors, Officers or Signatory Party representatives, the information should be deemed confidential.
- A non-member affiliate shall:
    1. to the extent that it participates in ILEAS events, maintain liability insurance with a Best's rated A- or better insurance company or a self insurance trust fund in the face or indemnity amount of at least one million dollars (\$1,000,000.00) which would provide, *inter alia*, liability coverage for any activities in which the non-member affiliate might engage.
    2. advise any individual, who will be representing the non-member affiliate, of the terms and conditions of non-member affiliate status and direct that individual to act consistently with those terms and conditions.
    3. to the extent determined by the Governing Board of ILEAS, pay appropriate dues for a non-member affiliate.
  - d. Evidence of Participation as Non-Member Affiliate – Upon the endorsement of approval by the President of ILEAS' Governing Board of an application for non-member affiliate status, the incorporeal entity applying for non-member affiliate with ILEAS shall become a non-member affiliate with ILEAS.
    1. The granting of non-member affiliate status with ILEAS may be revoked at any time and for such reasons as the Governing Board sees fit in its sole discretion and choice.

2. Nothing associated with the granting of a status as a non-member affiliate shall be deemed to create a partnership, joint venture, or any other legal combination of entities, including but not limited to, any principal/agent status by or between the non-member affiliate and either ILEAS or a Signatory Public Agency.

## **7. Additional Provisions**

- a. **Application of Law and Venue Provisions** - This LEMAA shall be governed by, and interpreted and construed under, the laws of the State of Illinois. The exclusive venue for the enforcement of the provisions of this Agreement or the construction or interpretation of this Agreement shall be in a state court in Springfield, Illinois.
- b. **Compliance with Laws** - All Signatory Public Agencies to this LEMAA agree to comply with all federal, state, county and local laws and ordinances as well as all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Signatory Public Agencies' respective performances of the provisions of this LEMAA.
- c. **Lack of Waiver** - Acceptance of partial performance or continued performance after breach of this LEMAA shall not be construed to be a waiver of any such breach.
- d. **Status of a Signatory Public Agency** – Nothing contained within this LEMAA shall be deemed to create, or be interpreted to intend to create, a joint venture, partnership or any other sort of legal association or combination of entities as between the Signatory Public Agencies to this LEMAA or as between ILEAS and any Signatory Public Agency to this LEMAA. Each Signatory Public Agency to this LEMAA is acting in its own individual capacity and not as the agent of any other Public Agency which is created by this or any other counterpart copy of this LEMAA or which is a Signatory Public Agency to this LEMAA.
- e. **Involuntary Termination of Participation in ILEAS** – Under terms and conditions established by the Board of Governors of ILEAS, a Signatory Public Agency may have its participation in this LEMAA involuntarily terminated. The terms and conditions shall describe those situations where such involuntary termination may occur and

the process to be followed to make the determination as to whether involuntary termination shall occur.

- f. **Immunities** - With respect to ILEAS and each and every Signatory Public Agency to this LEMAA, becoming a Signatory Public Agency to this LEMAA or performance under the terms of this LEMAA shall not be deemed to waive any governmental immunity or defense to which the Signatory Public Agency or ILEAS would otherwise be entitled under statute or common law in the absence of this LEMAA.
- g. **No Third Party Beneficiary** - This LEMAA is not intended nor expected to confer upon or entitle any person or entity, other than ILEAS and the Signatory Public Agencies to this LEMAA, any information, benefits, advantages, rights or remedies. It is expressly understood and agreed that enforcement of the terms and conditions of this LEMAA, and all rights of action relating to such enforcement, shall be strictly reserved to ILEAS and the Signatory Public Agencies to this LEMAA and nothing contained in this LEMAA shall give or allow any claim or right of action by any other or third person or entity (including, but not limited to, members of the general public) based on this LEMAA. It is the express intention of ILEAS and the Signatory Public Agencies to this LEMAA that any person or entity (other than ILEAS and the Signatory Public Agencies to this LEMAA) who may be deemed to receive services or benefits under this LEMAA shall be deemed to be only an incidental beneficiary to this LEMAA.
- h. **Paragraph Headings** - The captions and headings used in this LEMAA are only for convenience of reference and the organization of this LEMAA and shall not be construed as expanding, defining or limiting the terms and provisions in this LEMAA.
- i. **Severability** - If any part, term, or provision of this LEMAA is held by the courts to be invalid, unenforceable, contrary to law or in conflict with any of the laws of the State of Illinois, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties to this LEMAA shall be construed and enforced as if the LEMAA did not contain the particular part, term, or provision held to be invalid, unenforceable, contrary to law or in conflict with any law of the State of Illinois.

- j. **Parol Evidence and Prior Mutual Aid Agreements** - This LEMAA constitutes the entire agreement between the Signatory Public Agencies concerning this LEMAA's subject matter, whether or not written, and may not be modified except as otherwise provided herein.
- As between Signatory Public Agencies, this LEMAA supersedes, in its entirety, the Prior Mutual Aid Agreement concerning its subject matter.
  - As between Signatory Public Agencies to this LEMAA and Prior Signatory Public Agencies who have not executed this LEMAA, this LEMAA does not supersede the Prior Mutual Aid Agreement.
  - Nothing contained herein shall be deemed to affect other Mutual Aid agreements that a Signatory Public Agency to this LEMAA may have executed.
- k. **Amendments** – As it may be desirable, from time to time, to amend this LEMAA, this subsection shall govern that process. In the event that one or more signatory public agencies wishes to propose an amendment to this LEMAA, such signatory public agency(ies) shall communicate the proposed amendment to the Governing Board in the form of a resolution as to which there can be a vote for the resolution or against the resolution. No resolution may come to a vote unless at least ten (10) then-current signatory public agencies (including the signatory public agency(ies) proposing the amendment) endorse their written desire to have a vote on the resolution. In not less than 30 days nor more than 180 days after receipt of the proposed amendment with the requisite minimum of ten (10) endorsements, the Board shall communicate the proposed amendment to all then-current signatory public agencies to the LEMAA together with the date and time by which the signatory public agency must cast its vote for or against the resolution. Each then-current signatory public agency is entitled to one vote. The vote of the signatory public agency should be sent to whomever is the Executive Director at the time of the cutoff for receipt of the votes and such votes may be sent by letter, fax or email but may not be communicated orally (in person or by telephone). The sender assumes all risk that the communication of the vote will not be received in time so early voting is encouraged. The cutoff date and time for the vote to be received by the Executive Director must

not be sooner than fourteen 14 days after the Board has sent out its communication that an amendment has been proposed. The Executive Director shall be the sole individual to determine if the vote was received in a timely fashion in order to be counted and all votes shall be tallied within one day after the date when the voting was terminated. The resolution shall carry if the votes in favor of the amendment constitute greater than fifty percent (50%) of the total votes cast and shall fail if the votes against the amendment constitute less than or equal to fifty percent (50%) of the total votes cast. If the resolution carries, unless the resolution, by its terms, provides for a later date when it would be effective, the amendment is effective upon the determination by vote tally that the resolution carried. As soon as reasonably possible after the results of the voting have been determined, the Executive Director shall communicate the results of the voting to all then-current signatory public agencies.

- I. Notices - Notices concerning the withdrawal of a Signatory Public Agency from the terms and conditions of this LEMAA under Section 5 of this LEMAA shall be made to ILEAS at 1701 E. Main St., Urbana, Illinois 61802. Notice of any alleged or actual violations of the terms or conditions of this LEMAA shall be made to ILEAS at 1701 E. Main St., Urbana, Illinois 61802 and each other Signatory Public Agency to this LEMAA who is alleged to have committed the alleged or actual violation of the terms or conditions of this LEMAA.
- m. Counterparts - This LEMAA may be, and is anticipated to be, executed in counterparts, each of which shall be deemed to be an original of this LEMAA.

*Balance of this page is intentionally left blank before the signature page.*



**Exhibit A**

- **William Smith, Captain, Illinois State Police**
- **Wayne Gulliford, Deputy Chief, Chicago Police Dept**
- **Steve Georgas, Deputy Chief, Chicago Police Dept**
- **Eric Smith, Chief of Police, Sherman, Illinois**
- **Tom Schneider, Sheriff, Macon County, Illinois**
- **David Snyders, Sheriff, Stephenson County, Illinois**
- **Victor Moreno, Chief of Police, East Moline, Illinois**
- **Thomas Roman, Chief of Police, Waubensee Community College**
- **Roger Scott, Sheriff, DeKalb County, Illinois**
- **Steve Neubauer, Chief of Police, Tinley Park, Illinois**
- **John Zaruba, Sheriff, DuPage County, Illinois**
- **Mike McCoy, Sheriff, Peoria County, Illinois**
- **Brian Fengel, Chief of Police, Bartonville, Illinois**
- **Don Volk, Chief of Police, Washington, Illinois**
- **Derek Hagen, Sheriff, Iroquois County, Illinois**
- **Richard Miller, Chief of Police, Granite City, Illinois**
- **Jim Vazzi, Sheriff, Montgomery County, Illinois**
- **Andrew Hires, Sheriff, Richland County, Illinois**
- **Bill Ackman, Chief of Police, Robinson, Illinois**
- **Jody O'Guinn, Chief of Police, Carbondale, Illinois**
- **Keith Brown, Sheriff, Saline County, Illinois**

or their respective successors per this LEMAA

Exhibit B





## **RESOLUTION NO. 14-17**

### **A Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation.**

Whereas the Village of LaGrange Park, Cook County, Illinois hereinafter referred to as "Municipality" is a unit of local government of the State of Illinois and duly constituted public agency of the State of Illinois, and;

Whereas the Municipality, as a public agency of the State of Illinois, is authorized and empowered by the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) to enter into intergovernmental agreements with other public agencies on matters of mutual concern and interest such as the provision of adequate law enforcement personnel and resources for the protection of residents and property falling within the jurisdiction of the Municipality, and;

Whereas the Municipality recognizes that certain natural or man-made occurrences may result in emergencies or disasters that exceed the resources, equipment and/or law enforcement personnel of a single given public agency, and;

Whereas, a given public agency can, by entering into a mutual aid agreement for law enforcement services and resources, effectively provide a broader range and more plentiful amount of law enforcement capability for the citizenry which it serves, and;

Whereas, in order to have an effective mutual aid agreement for law enforcement resources and services, this Municipality recognizes it must be prepared to come to the aid of other public agencies in their respective times of need due to emergencies or disasters, and;

Whereas, this Municipality recognizes the need for our specific Municipality to develop an effective mutual aid agreement for law enforcement services and resources upon which it may call upon in its time of need and is prepared to enter into a mutual aid agreement for law enforcement services and resources with other like-minded public agencies, and;

Whereas, this Municipality also recognizes the need for the existence of a public agency, formed by an intergovernmental agreement between two or more public agencies, which can serve to coordinate and facilitate the provision of law enforcement mutual aid between signatory public agencies to a mutual aid agreement for law enforcement services and resources, and;

Whereas, this Municipality has been provided with a certain "Law Enforcement Mutual Aid Agreement" which has been reviewed by the elected officials of this Municipality/County and which other public agencies in the State of Illinois are prepared to execute, in conjunction with this Municipality, in order to provide and receive law enforcement mutual aid services as set forth in the "Law Enforcement Mutual Aid Agreement," and;

Whereas, it is the anticipation and intention of this Municipality that this "Law Enforcement Mutual Aid Agreement" will be executed in counterparts as other public agencies choose to enter into the "Law Enforcement Mutual Aid Agreement" and strengthen the number of signatory public agencies and resources available from those public agencies, and;

Whereas, it is the anticipation and intent of this Municipality that the "Law Enforcement Mutual Aid Agreement" will continue to garner support and acceptance from other currently unidentified public agencies who will enter into the "Law Enforcement Mutual Aid Agreement" over time and be considered as if all signatory public agencies to the "Law Enforcement Mutual Aid Agreement" had executed the "Law Enforcement Mutual Aid Agreement" at the same time.

Now, therefore, be it resolved by this Municipality as follows:

1. This Resolution shall be known as, and may hereafter be referred to as, the Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation.

2. The Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation shall be, and hereby is, enacted as follows:

- a. Authorization to enter into a Certain Agreement. The Village President of this Municipality is hereby authorized to sign, execute and deliver the agreement known as the "Law Enforcement Mutual Aid Agreement" and thereby enter into an intergovernmental agreement with such other public agencies of the State of Illinois as are likewise willing to enter into said "Law Enforcement Mutual Aid Agreement" and recognize the existence and formation of the Illinois Law Enforcement Alarm System as set forth in the said "Law Enforcement Mutual Aid Agreement."
- b. Savings Clause. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the provisions of this Resolution.
- c. Effective Date. This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Ayes:

Nays:

Absent:

Abstain:

Approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Dr. James L. Discipio, Village President

Attest:

\_\_\_\_\_  
Amanda G. Seidel, Village Clerk

## **Village Board Agenda Memo**

Date: June 4, 2014

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

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

Re: **2006 Sewer Bond Refinancing**

---

### **GENERAL BACKGROUND**

The Village issued \$5,645,000 in general obligation bonds to finance sewer projects in 2006. The debt service for these bonds is paid with revenue collected from sewer fees charged to Village utility customers. The bonds are scheduled to be paid in full in 2025 with interest rates ranging from 3.75% to 4.125%. The bonds are callable (may be paid off early) at the end of this calendar year. The Village may refinance the debt by issuing new bonds at lower interest rates which pay off or "refund" the existing bonds. Based on current interest rates, the Village could potentially reduce future debt service by almost \$300,000.

If the Village Board is interested in pursuing a possible refunding, the first step is to choose a financial advisor to provide analysis and guidance with the process. The financial advisor will work with the Village to determine the parameters of the refunding, the structure and timing of the new bonds, prepare bond documents, assist with rating agency presentations, and complete the sale if approved by the Village Board.

A financial advisor should be selected based on both the merits of the firm and the cost to provide the requested services. A request for proposal process will allow the Village to evaluate the credentials and fee structures of several qualified firms. If it is the consensus of the Village Board to proceed, staff will work with the Finance Committee to request proposals from qualified firms, choose three to interview, and then recommend one firm for Village Board approval.

### **MOTION/ACTION REQUESTED**

Motion to "Direct staff to work with the Finance Committee to provide the Village Board with a recommendation for engaging a financial advisor to analyze and potentially refund the 2006 general obligation bonds."

### **STAFF RECOMMENDATION**

We recommend approving the motion.

# Memorandum

**TO:** Trustee Patricia Rocco, Chairman  
Finance Committee

**FROM:** Julia Cedillo, Village Manager

**DATE:** June 19, 2014

**RE:** *First Half & Second Half of June 2014*

Payments for operating expenses from the various funds for *first & second half of June 2014* includes:

	<u>First Half of June</u>	<u>Second Half of June</u>
General Fund	\$ 97,860.03	\$ 124,477.18
2004 Debt Service Fund	- 0 -	- 0 -
Water Fund	220,037.86	45,319.77
Motor Fuel Fund	- 0 -	- 0 -
Sewer Fund	60,758.78	10,049.49
Emergency Telephone	296.05	11,907.85
Trust & Agency Fund	3,640.74	3,302.58
Working Cash Fund	- 0 -	- 0 -
Capital Projects Fund	79,005.00	72,351.10
Total	\$ 461,598.46	\$ 267,407.37

Payment for salaries, deductions, and employer payroll costs for the *last payroll in May* and the *first & second half of June 2014* includes a payroll disbursement from:

	<u>Last week in May</u>	<u>First Half of June</u>	<u>Second Half of June</u>
General Fund	\$ 185,337.55	\$ 172,282.97	<i>Not available at this time</i>
Water Fund	10,106.38	10,427.86	
Sewer Fund	4,088.27	4,033.52	
Trust & Agency	- 0 -	- 0 -	
Total	\$ 199,532.20	\$ 186,744.35	

# **Administration Committee**

**Robert Lautner, Chair**  
**Michael Sheehan**  
**Mario Fotino**

# **Village Board Agenda Memo**

**Date:** June 19, 2014  
**To:** President & Board of Trustees  
**From:** Emily Rodman, Assistant Village Manager   
**RE:** Prevailing Wages

---

## **GENERAL BACKGROUND:**

Pursuant to state law, municipalities are required to adopt an ordinance ascertaining prevailing wages that must be paid to contractors that install public works pursuant to public contracts. The establishment of prevailing wages to be paid refers only to contractors hired by the Village for applicable projects as defined in the statute. This action has nothing to do with wages that La Grange Park pays to any of its employees.

## **MOTION / ACTION REQUESTED:**

**Motion:** Move to adopt, "An Ordinance Ascertaining Prevailing Wage Rates for Construction Work in Cook County"

## **STAFF RECOMMENDATION:**

State statutes require that municipalities adopt such an ordinance. It is staff's recommendation that the Village Board adopt the ordinance.

## **DOCUMENTATION:**

- An Ordinance Ascertaining Prevailing Wage Rates for Construction Work in Cook County

**ORDINANCE NO. 991**

**ORDINANCE ASCERTAINING THE PREVAILING WAGE RATES  
FOR CONSTRUCTION WORK IN COOK COUNTY**

WHEREAS, the State of Illinois has enacted “An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by anyone under contract for public works,” approved June 26, 1941, codified as amended, 820 ILCS 130/1 et seq.

WHEREAS, the aforesaid Act requires that the municipality of the Village of La Grange Park investigate and ascertain the prevailing wage rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of Cook County employed in performing construction of public works, for said Village.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF LA GRANGE PARK, COOK COUNTY, ILLINOIS, AS FOLLOWS:

**SECTION I.** To the extent and as required by “An Act regulating wages of laborers, mechanics, and other workers employed in any public works by State, county, city or any public body or any political subdivision or by anyone under contract for public works,” approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in Cook County as determined by the Department of Labor of the State of Illinois as of June 2013. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

**SECTION II.** Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the village to the extent required by the aforesaid Act.

**SECTION III.** The Village Clerk shall publicly post or keep available for inspection this determination of such prevailing rate of wage.

**SECTION IV.** The Village Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

**SECTION V.** The Village Clerk shall promptly file a certified copy of this Ordinance with the Secretary of State of Illinois.

This ordinance shall be in full force and effect from after its passage, approval and publication as provided by law, effective June 24, 2014.

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois, this 24<sup>th</sup> day of June, 2014.

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

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

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

AYES:

_____	_____
_____	_____
_____	_____
_____	_____

NOS:

_____	_____
_____	_____
_____	_____
_____	_____

CERTIFIED TO BE CORRECT:

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

APPROVED AS TO FORM-  
*VILLAGE ATTORNEY*

# Cook County Prevailing Wage for June 2014

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL			37.100	37.600	1.5	1.5	2.0	13.38	9.520	0.000	0.500
ASBESTOS ABT-MEC	BLD			35.100	37.600	1.5	1.5	2.0	11.17	10.76	0.000	0.720
BOILERMAKER	BLD			44.240	48.220	2.0	2.0	2.0	6.970	17.54	0.000	0.350
BRICK MASON	BLD			41.580	45.740	1.5	1.5	2.0	9.700	12.80	0.000	1.040
CARPENTER	ALL			42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
CEMENT MASON	ALL			42.350	44.350	2.0	1.5	2.0	12.16	12.35	0.000	0.430
CERAMIC TILE FNSHER	BLD			34.810	0.000	2.0	1.5	2.0	10.20	7.830	0.000	0.640
COMM. ELECT.	BLD			38.000	40.800	1.5	1.5	2.0	8.420	11.30	1.100	0.700
ELECTRIC PWR EQMT OP	ALL			44.850	49.850	1.5	1.5	2.0	10.63	14.23	0.000	0.450
ELECTRIC PWR GRNDMAN	ALL			34.980	49.850	1.5	1.5	2.0	8.290	11.10	0.000	0.350
ELECTRIC PWR LINEMAN	ALL			44.850	49.850	1.5	1.5	2.0	10.63	14.23	0.000	0.450
ELECTRICIAN	ALL			43.000	46.000	1.5	1.5	2.0	12.83	14.27	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			49.900	56.140	2.0	2.0	2.0	12.73	13.46	3.990	0.600
FENCE ERECTOR	ALL			34.840	36.840	1.5	1.5	2.0	12.86	10.67	0.000	0.300
GLAZIER	BLD			40.000	41.500	1.5	2.0	2.0	12.49	15.99	0.000	0.940
HT/FROST INSULATOR	BLD			46.950	49.450	1.5	1.5	2.0	11.17	11.96	0.000	0.720
IRON WORKER	ALL			42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
LABORER	ALL			37.000	37.750	1.5	1.5	2.0	13.38	9.520	0.000	0.500
LATHER	ALL			42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
MACHINIST	BLD			43.920	46.420	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS	ALL			30.520	0.000	1.5	1.5	2.0	9.700	12.55	0.000	0.590
MARBLE MASON	BLD			40.780	44.860	1.5	1.5	2.0	9.700	12.71	0.000	0.740
MATERIAL TESTER I	ALL			27.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MATERIALS TESTER II	ALL			32.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MILLWRIGHT	ALL			42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
OPERATING ENGINEER	BLD 1			46.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 2			44.800	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 3			42.250	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 4			40.500	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 5			49.850	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 6			47.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 7			49.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	FLT 1			51.300	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	FLT 2			49.800	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	FLT 3			44.350	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	FLT 4			36.850	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	FLT 5			52.800	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	HWY 1			44.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 2			43.750	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 3			41.700	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 4			40.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 5			39.100	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 6			47.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 7			45.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
ORNAMNTL IRON WORKER	ALL			42.900	45.400	2.0	2.0	2.0	13.11	16.40	0.000	0.600
PAINTER	ALL			40.750	45.500	1.5	1.5	1.5	10.75	11.10	0.000	0.770
PAINTER SIGNS	BLD			33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER	ALL			42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
PIPEFITTER	BLD			46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.680
PLASTERER	BLD			41.250	43.730	1.5	1.5	2.0	11.10	11.69	0.000	0.550
PLUMBER	BLD			46.050	48.050	1.5	1.5	2.0	12.53	10.06	0.000	0.880
ROOFER	BLD			39.200	42.200	1.5	1.5	2.0	8.280	9.690	0.000	0.430
SHEETMETAL WORKER	BLD			41.210	44.510	1.5	1.5	2.0	10.48	19.41	0.000	0.660
SIGN HANGER	BLD			30.210	30.710	1.5	1.5	2.0	4.850	3.030	0.000	0.000
SPRINKLER FITTER	BLD			49.200	51.200	1.5	1.5	2.0	10.75	8.850	0.000	0.450
STEEL ERECTOR	ALL			42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350

STONE MASON	BLD	41.580	45.740	1.5	1.5	2.0	9.700	12.80	0.000	1.040
<del>SURVEY WORKER</del> -> NOT IN EFFECT		37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER	BLD	36.040	0.000	1.5	1.5	2.0	10.20	9.900	0.000	0.540
TERRAZZO MASON	BLD	39.880	42.880	1.5	1.5	2.0	10.20	11.25	0.000	0.700
TILE MASON	BLD	41.840	45.840	2.0	1.5	2.0	10.20	9.560	0.000	0.880
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E ALL 1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCK POINTER	BLD	41.950	42.950	1.5	1.5	2.0	8.180	11.78	0.000	0.630

Legend: RG (Region)

TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

## Explanations

### COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in

tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes

for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300

ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

#### OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

#### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

# Village Board Agenda Memo

Date: June 24, 2014

To: Village President and Board of Trustees

From: Emily Rodman, Assistant Village Manager   
Julia Cedillo, Village Manager 

RE: Electrical Power – Bid Review for Electrical Supply

---

## GENERAL BACKGROUND

At the June 10<sup>th</sup> Village Board Work Session, the Village Board passed an ordinance authorizing the Village to go out to bid for renewal of our electrical aggregation program. On June 16, 2014, the Village's consultant, NIMEC, issued an RFP to solicit bids for the Village's electrical load for residential and small business consumers.

The bids will be received on June 24, 2014 for consideration by the Village Board. The condensed timeline is necessary because third party provider bids for electrical supply (a commodity) are only applicable for a 24 hour period. Sharon Durling (NIMEC) will be present at the Village Board meeting to present the Village Board with the electrical aggregation bid results. She will assist the Village with any questions and concerns through the decision-making/supplier selection process. Additional information regarding the process is attached to this memo.

## ACTION / MOTION

This item is for both discussion and action item this evening.

*Motion to Approve a Resolution Authorizing Execution of Power Supply Agreement Between the Village of La Grange Park and \_\_\_\_\_ to Provide Full-Requirements Electricity Supply and Related Services for the Village's Electric Aggregation Program*

## RECOMMENDATION

Staff recommends the Village Board review the electrical supply bids and determine if it is in the best interest of the Village to execute a new Power Supply Agreement.

## DOCUMENTATION

- Resolution Authorizing Execution of Power Supply Agreement Between the Village of La Grange Park and \_\_\_\_\_ to Provide Full-Requirements Electricity Supply and Related Services for the Village's Electric Aggregation Program
- Draft Power Supply Agreement
- Electrical Power Aggregation Renewal Memo Dated June 10, 2014
- Bid Packet Results – To be distributed at the June 24, 2014 Meeting

**RESOLUTION NO. 14-18**

**RESOLUTION AUTHORIZING EXECUTION OF POWER SUPPLY  
AGREEMENT BETWEEN THE VILLAGE OF LA GRANGE PARK AND**

**TO PROVIDE FULL-REQUIREMENTS ELECTRICITY SUPPLY AND RELATED  
SERVICES FOR THE VILLAGE'S ELECTRIC AGGREGATION PROGRAM**

WHEREAS, the Illinois Power Agency Act was amended to add Section 1-92 entitles Aggregation of Electrical Load by Municipalities and Counties, codified as 20 ILCS 3855/1-92 (hereinafter referred to as the "Act"); and

WHEREAS, the Village may operate an electric power aggregation program as an opt out program for residential and small commercial retail customers, if a referendum is passed by a majority vote of the residents pursuant to the requirements of the ACT; and

WHEREAS, the Village submitted the question in a referendum on March 20, 2012, and a majority of the electors voting on the question voted in the affirmative; and

WHEREAS, the Village published notice of and held the required Public Hearings for the Electric Power Aggregation Plan of Operation and Governance on May 8, 2012 and May 14, 2012; and

WHEREAS, on May 22, 2012, the Village approved Ordinance No. 929, authorizing the aggregation of electrical load and adopted an Electrical Power Aggregation Plan of Operation and Governance; and

WHEREAS, on June 12, 2012, the Village's consultant, Northern Illinois Electrical Collaborative (NIMEC), solicited bid proposals on the Village's behalf from qualified suppliers capable of providing electricity to meet the needs of residential and small commercial retail customers within the Village who do not opt out of the Aggregation Program; and

WHEREAS, on July 6, 2012, the Village entered into an agreement with First Energy Solutions to provide electricity supply; and

WHEREAS, said agreement with First Energy Solutions expires in September 2014; and

WHEREAS, on June 10, 2014, the Village approved Ordinance No. 989, authorizing the renewal of the electrical load aggregation program; and

WHEREAS, on June 24, 2014, the Village's consultant, Northern Illinois Electrical Collaborative (NIMEC), solicited bid proposals on the Village's behalf from qualified suppliers capable of providing electricity to meet the needs of residential and small commercial retail customers within the Village who do not opt out of the Aggregation Program; and

WHEREAS, on June 24, 2014, the Village has received a proposal from \_\_\_\_\_ to provide electricity supply;

WHEREAS, a draft Power Supply Agreement between the Village and \_\_\_\_\_ has been prepared and is attached hereto; and

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

1. After approval by the Village Attorney, the Village President is hereby authorized to execute a Power Supply Agreement with \_\_\_\_\_.
2. The Village Manager is authorized and directed to take such further actions as deemed 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 24<sup>th</sup> day of June 2014.

YES:

NO:

ABSENT:

Approved this 24<sup>th</sup> day of June 2014.

\_\_\_\_\_  
Dr. James L. Discipio, Village President

ATTEST: \_\_\_\_\_  
Amanda Seidel, Village Clerk

APPROVED AS TO FORM: 6/17/2014 Village Attorney

# MASTER POWER SUPPLY AGREEMENT

AGREEMENT BY AND BETWEEN THE MUNICIPALITY/CITY OF \_\_\_\_\_ AND  
\_\_\_\_\_  
TO PROVIDE FULL-REQUIREMENTS ELECTRICITY SUPPLY AND RELATED SERVICES  
FOR THE VILAGE'S/CITY'S ELECTRIC AGGREGATION PROGRAM

This Agreement ("Agreement"), is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2014 ("Effective Date") between the MUNICIPALITY/CITY OF \_\_\_\_\_, an Illinois municipal corporation ("Municipality") and \_\_\_\_\_ ("Supplier") (each a "Party" and collectively, the "Parties").

## RECITALS

A. The Municipality has established an Electricity Aggregation Program ("Program") pursuant to the Aggregation Ordinance and the Aggregation Statute, and will conduct the Program as an opt-out program pursuant to the Aggregation Ordinance and the Aggregation Statute.

B. In order to identify qualified suppliers of electricity for the Program, the Northern Illinois Municipal Electric Collaborative ("NIMEC") conducted a Request for Qualifications and Joint Power Supply Bid process.

C. The purpose of this Agreement is for the Supplier to provide the Full-Requirements Electricity Supply Services and the Program Implementation Services as defined herein (collectively, the "Services") to all Eligible Customers who choose not to opt out of the Program throughout the Term of this Agreement at the Price established in this Agreement.

D. The Supplier acknowledges and agrees that it has all certifications, authorizations, qualifications, and approvals necessary pursuant to the Requirements of Law to sell Full-Requirements Electricity Supply to Eligible Customers pursuant to this Agreement, including without limitation that:

- a. Supplier is certified by the Illinois Commerce Commission as a Retail Electric Supplier and is authorized to sell Full-Requirements Electricity Supply to customers in the State of Illinois utilizing the existing transmission and distribution systems of ComEd within the service areas of ComEd;
- b. Supplier is currently registered with ComEd to serve residential and small commercial customers under Rate RESS - Retail Electric Supplier Service with Rider PORCB - Purchase of Receivables and Consolidated Billing; and
- c. Supplier has at least three years continuous experience as a Retail Electric Supplier and has provided Full-Requirements Electricity Supply to at least 25,000 residential or commercial customers.
- d. Supplier acknowledges and agrees that it will provide the Services, including without limitation Full-Requirements Electricity Supply to all Participating Customers, pursuant to the Bid Package, the Bid Response, this Agreement, and the Requirements of Law.

e. The Municipality desires to enter into this Agreement with Supplier for the provision by the Supplier of Full-Requirements Electricity Supply to all Eligible Customers pursuant to the Program.

## AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the Municipality and the Supplier agree as follows:

### ARTICLE 1 RECITALS

1.1 The foregoing recitals are, by this reference, fully incorporated into and made part of this Agreement.

### ARTICLE 2 DEFINITIONS

The following terms shall have the meanings ascribed to them in this section:

2.1. "Aggregate" means the total number of Eligible Customers that are within the jurisdictional boundaries of the Municipality.

2.2. "Aggregation Ordinance" means that certain ordinance adopted by the Municipality authorizing the Program.

2.3. "Aggregation Statute" means Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 and applicable rules and regulations of the Illinois Commerce Commission.

2.4. "Bid Package" means the bid documents provided to the pre-qualified bidders pursuant to the Power Supply Bid and attached to this Agreement as Exhibit A.

2.5. "Bid Response" means the response submitted by the Supplier to the Bid Package, which is attached to this Agreement as Exhibit B.

2.6. "Billing Services" means those services described in Section 4.4 of this Agreement, including all subsections of Section 4.4.

2.7. "ComEd" means Commonwealth Edison.

2.8. "Compliance Services" means those services identified in Section 4.5 of this Agreement, including all subsections of Section 4.5.

2.9. "Confidential Information" means the information defined in Section 9 of this Agreement.

2.10. "Customer Information" means that certain information that the Electric Utility is required to provide to the corporate authorities of the Municipality pursuant to the Aggregation Statute, including without limitation those names and addresses and Electric

Utility account numbers of residential and small commercial retail customers in the Aggregate area that are reflected in the Electric Utility's records at the time of the request.

2.11. "Data" means the data defined in Section 9 of this Agreement.

2.12. "Electric Utility" means ComEd.

2.13. "Eligible Customers" means residential and small commercial electricity customers receiving Full-Requirements Electricity Supply within the Municipality who are eligible to participate in the Program pursuant to the Aggregation Statute and the Requirements of Law.

2.14. "Energy" means generated electricity.

2.15. "Enrollment Services" means those services described in Section 4.3 of this Agreement, including all subsections of Section 4.3.

2.16. "Extended Term" means the term defined in Section 5.1 of this Agreement.

2.17. "Force Majeure Event" means the circumstances defined in Section 7.1 of this Agreement.

2.18. "Full-Requirements Electricity Supply" means all services or charges necessary to provide the continuous supply of electricity to all Participating Customers, including, without limitation, Energy, capacity, losses, renewable portfolio standard (RPS) charges, imbalances, load factor adjustments, transmission costs, congestion charges, marginal losses, ancillary services, PORCB, taxes applicable only to the Supplier, and any additional necessary services or charges.

2.19. "Full-Requirements Electricity Supply Services" means those portions of the Services described in Section 4.1 of this Agreement, including all subsections of Section 4.1.

2.20. "ICC" means the Illinois Commerce Commission

2.21. "Independent System Operator" or "ISO" means that certain independent system operator for the Electric Utility established pursuant to Section 16-126 of the Public Utilities Act, 220 ILCS 5/16-626.

2.22. "Joint Power Supply Bid" means the bidding process conducted by NIMEC on behalf of the Municipality to identify the Supplier.

2.23. "New Customers" means the customers defined in Section 4.3.9 of this Agreement.

2.24. "Opt-Out Notice" means the notices described in Section 4.2.1.1 of this Agreement and provided to Eligible Customers informing them of their ability to opt-out of the Program pursuant to the Requirements of Law:

2.25. "Opt-Out Period" means the time prior to the implementation of the Program during which Eligible Customers may choose not to participate in the Program pursuant to the Requirements of Law.

- 2.26. "Opt-Out Process" means the process defined in Section 4.2.1 of this Agreement.
- 2.27. "Participating Customers" means those Eligible Customers who do not opt out of the Program and are not Special Billing Customers, and New Customers.
- 2.28. "Plan of Governance" or "POG" means that certain Plan of Operation and Governance approved by the Municipality on \_\_\_\_\_, 2012, pursuant to the Aggregation Statute
- 2.29. "Point of Delivery" means the point specified by the Electric Utility at which the Supplier must deliver the Full-Requirements Electricity Supply to the Electric Utility for distribution to Participating Customers.
- 2.30. "Price" means the fixed price expressed in cents per kilowatt hour at which the Supplier will provide the Services as set forth in Exhibit C to this Agreement.
- 2.31. "Program" means the electricity aggregation program operated by the Municipality in accordance with the Aggregation Statute and authorized by the Aggregation Ordinance, to aggregate residential and small commercial retail electrical loads located within the corporate limits of the Municipality for the purpose of soliciting and entering into service agreements to facilitate for those loads the sale and purchase of Full-Requirements Electricity Supply and related Services.
- 2.32. "Program Implementation Services" means those portions of the Services described in Section 4.2 of this Agreement, including all subsections of Section 4.2.
- 2.33. "Requirements of Law" means the Aggregation Ordinance, the Aggregation Statute, the Plan of Governance, the rules and regulations of the ICC and Illinois Power Agency (including the ICC Order in Case No. 11-0434 issued on April 4, 2012), the rules, regulations and tariffs applicable to the Electric Utility and the Independent System Operator, and all other applicable federal, state, and local laws, orders, rules, and regulations, all as may be hereinafter duly amended.
- 2.34. "Retail Electric Supplier" or "RES" means an "alternative retail electric supplier" as that term is defined in Section 16-102 of the Public Utilities Act, 220 ILCS 5/16-102.
- 2.35. "Services" means the Full-Requirements Electricity Supply Services, Program Implementation Services, Enrollment Services, Billing Services, and Compliance Services provided in Article 4 of this Agreement.
- 2.36. "Special Billing Customers" means the customers defined in Section 4.3.8 of this Agreement.
- 2.37. "Supplier" means \_\_\_\_\_ and the lawful successor, transferee, designee, or assignee thereof.
- 2.38. "Tariffed Service" means the applicable tariffed services provided by the Electric Utility as required by 220 ILCS 5/16-103, which includes ComEd's electricity supply charge plus ComEd's transmission services charge, plus ComEd's purchased electricity adjustment.

2.39. "Term" means the period of time defined in Section 5.1 of this Agreement.

2.40. "Municipality" means the Municipality/City of \_\_\_\_\_.

2.41. "Withdrawing Customer" means a customer defined in Section 4.3.6 of this Agreement.

### ARTICLE 3 PROGRAM RESPONSIBILITIES

#### 3.1 Municipality Responsibilities.

3.1.1 Customer Information. The Municipality shall, with the assistance of the Supplier, pursuant to the Requirements of Law, obtain the Customer Information from ComEd.

3.1.2 Notices and Customer Information from ComEd. The Municipality shall promptly forward to Supplier the Customer Information received from ComEd and each Party will promptly provide to the other Party any notices received by that Party from ComEd concerning the accounts of Eligible or Participating Customers.

3.1.3 Submittals to ComEd. The Municipality shall, with the assistance of Supplier, submit to ComEd (a) the "Government Authority Aggregation Form", (b) a list of Eligible Customers who are not Participating Customers because they have elected to opt out of the Program, and (c) a list of all Participating Customers.

3.1.4 No Municipality Obligations to Provide Services. The Parties acknowledge and agree that the Municipality is not responsible to provide, and this Agreement shall not be construed to create any responsibility for the Municipality to provide, the Services to any person or entity, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, Special Billing Customers, New Customers or Participating Customers.

3.1.5 No Municipality Financial Responsibility. The Parties acknowledge and agree that this Agreement does not impose or create, and shall not be construed to create, any financial obligation of the Municipality to any other person or entity, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, Special Billing Customers, or Participating Customers.

#### 3.2 Supplier Obligations.

3.2.1 Provision of Services. The Supplier will provide all of the Services described in Article 4 of this Agreement throughout the Term, including but not limited to the provision of sufficient Full-Requirements Electricity Supply to allow the Electric Utility to deliver and distribute uninterrupted electric service to all Participating Customers. The Supplier acknowledges and agrees that the Municipality is not responsible to provide, and shall not be liable to the Supplier or any Eligible Customer for any failure to provide, any Services pursuant to this Agreement.

3.2.2 Compliance with the Requirements of Law. Supplier shall comply with all Requirements of Law.

3.2.3 Supplier Press Releases. The Supplier may issue press releases concerning the Program that are approved in advance by the Municipality prior to issuance.

3.2.4 That all information provided by The Supplier to Municipality or any of its agents relating to this Agreement in any way shall be true and accurate in all respects at all times.

#### ARTICLE 4 SUPPLIER SERVICES

4.1 Full Requirements Electricity Supply: The Supplier must supply the following Full-Requirements Electricity Supply Services as provided in this Section 4.1.

4.1.1 Scheduling, Transmission and Delivery of Full-Requirements Electricity Supply.

4.1.1.1 Generally. The Supplier shall take all actions necessary to arrange for the scheduling, transmission, and delivery of Full-Requirements Electricity Supply to the Electric Utility for distribution to all Participating Customers.

4.1.1.2 Scheduling. Supplier shall schedule the Full-Requirements Electricity Supply for distribution as required by the ISO and the Electric Utility.

4.1.1.3 Distribution and Transmission Rights. Supplier will arrange for necessary distribution and transmission rights necessary for the delivery of the Full-Requirements Electricity Supply to the Electric Utility hereunder.

4.1.1.4 Transmission and Delivery to Electric Utility.

4.1.1.4.1 Transmission and Delivery. Supplier will cause to be transmitted and delivered to the Electric Utility at the Delivery Point sufficient Energy to provide continuous Full-Requirements Electricity Supply to all Participating Customers. The Municipality acknowledges that the Electric Utility, and not the Supplier, is responsible for the distribution of the Full-Requirements Electricity Supply to the Participating Customers after delivery by the Supplier to the Delivery Point, and that Supplier does not take responsibility for the distribution of the Full-Requirements Electricity Supply to Participating Customers after the Supplier provides Full-Requirements Electricity Supply to the Point of Delivery.

4.1.1.4.2 Failure of Delivery. Supplier acknowledges and agrees that if the Supplier fails to comply with any requirement related to the Full-Requirements Electricity Supply to the Participating Customers pursuant to this Agreement, including without limitation if Supplier fails to schedule all or part of the Full-Requirements Electricity Supply for any Participating Customer, Supplier shall be solely responsible for any additional costs, charges, or fees incurred because of such failure, and shall not pass through any such additional costs, charges, or fees to Participating Customers.

4.1.2 Pricing. Except as provided in Section 4.1.3 of this Agreement, the Supplier shall receive the Price in full payment for all Services, and shall not be entitled to any additional costs, adjustments, charges, fees, or any other payments or compensation, except that the Supplier may not impose an early termination fee on Withdrawing Customers. The Municipality acknowledges that the Price does not include sales or other consumer-based taxes applicable to Participating Customers or other taxes that are not applicable to the Supplier

4.1.3 Price Guarantee. Should the ComEd Price to Compare (PTC), as defined below, for the enrolled participants be set below the Price, the Municipality has the option, but not the obligation to terminate Supplier service and have all participants returned to Utility Supply. In the event that the ComEd PTC does drop below the Price and the Municipality chooses to return all participants to the Utility, Supplier will receive Notice from the Municipality of its right to terminate Supplier service and return participants to Utility electric supply or upon receiving Notice, Supplier shall have the option, but not the obligation, to continue service at a price equal to the ComEd PTC.

“PTC” shall be defined as the weighted average of the published summer and non-summer ComEd Tariffed Service rate as defined by the ICC, including charges for Transmission and the monthly Purchased Electricity Adjustment (“PEA”). In the event that the PTC is set below the contract aggregation price and the Municipality chooses NOT to have all participants returned to Utility Supply, no notice will be provided. Should the Municipality choose not to return all participants to Utility Service, the Municipality will reserve its right to terminate Supplier Service in the future, should the ComEd PTC again later be set below the Price. Should the PTC be calculated on an individual basis during the term of this agreement, the PTC will be estimated on a community-wide basis, using ComEd’s community-wide usage data.

4.2 Program Implementation Services. The Supplier must supply the following Program Implementation Services as provided in this Section 4.2:

4.2.1 Opt-Out Process. Supplier, at its sole cost and expense, shall, with the assistance of the Municipality, administer the process by which Eligible Customers are provided with the opportunity to opt-out of the Program prior to its implementation (the "Opt-Out Process"), including, but not limited to, the following:

4.2.1.1 Opt-Out Notices. Supplier, at its own expense, shall be fully responsible to prepare and mail form Opt-Out Notices to all Eligible Customers as required pursuant to the Requirements of Law. Opt-Out Notices must include all information required pursuant to the Requirements of Law, including without limitation including the terms and conditions of participation in the Program, the cost to the Customer of Full-Requirements Electricity Supply under the Program, the methods by which Customers may opt out of the Program, and the length of the Opt-Out Period. The Opt-Out Notices must prominently include the toll-free telephone number and secure website described Section 4.2.1.3. The form and content of the Opt-Out Notices must be approved by the Municipality prior to mailing by the Supplier. In addition to the Opt-Out Notices, the Supplier will provide Participating Customers with terms and conditions for the provision of Full Requirements Electric Supply to those Participating Customers, which terms and conditions shall comply with and

accurately reflect all of the requirements of this Agreement and the Requirements of Law and shall be substantially similar to the form attached in Exhibit F.

4.2.1.2 Notices to Special Billing Customers. The Municipality acknowledges that the Supplier may provide notices to Special Billing Customers concerning the Program, the Price, the rates charged to Special Billing Customers under their existing service, and the opportunity for Special Billing Customers to opt in to the Program as provided in Section 4.3.9 of this Agreement.

4.2.1.3 Toll Free Number and Secure Website. In addition to receiving completed Opt-Out Notices from Eligible Customers by mail, the Supplier shall, at its own expense, provide, operate, and maintain a toll-free number and secure website for the use of Eligible Customers to opt out of the Program. The toll-free number must be operational during normal business hours and the secure website must be operational 24 hours a day, seven days a week during the Opt-Out Period. The Opt-Out Notices must prominently include both the toll-free number and the internet address of the secure website. Supplier will be required to support Spanish speaking residents and customers with disabilities.

4.2.1.4 Reporting. During the Opt-Out Period, Supplier is responsible for receipt of all Opt-Out Notices. Supplier must assemble, track, and report to the Municipality concerning the delivery and receipt of all Opt-Out Notices to and from Eligible Customers, including without limitation providing the Municipality with complete information concerning all Eligible Customers who choose to opt-out of the Program whether by mail, telephone, or the secure website.

4.2.2 Required Disclosures. Supplier shall provide Eligible Customers with all information required to be disclosed to Eligible Customers concerning Full-Requirements Electricity Supply and the Program pursuant to the Requirements of Law, including without limitation all information required to be included in the Opt-Out Notices.

4.3 Enrollment Services. The Supplier must supply the following Enrollment Services as provided in this Section 4.3:

4.3.1 Record of Participating Customers. Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers and those Eligible Customers who have opted out of the Program, and shall ensure that no Eligible Customers who have opted out are enrolled in the Program.

4.3.2 Enrollment. Upon completion of the Opt-Out Process and the identification of all Eligible Customers who have opted out of the Program, the Supplier shall, at its sole cost and expense, take all actions necessary to enroll Participating Customers in the Program pursuant to the Requirements of Law.

4.3.3 Term of Enrollment. Participating Customers who do not opt out of the Program shall be enrolled in the Program by the Supplier, and shall remain enrolled in the Program until the end of the Term, unless the Agreement is terminated pursuant to its terms or the Participating Customer withdraws from the Program pursuant to Section 4.3.6 of this Agreement

4.3.4 Direct Access Service Request. The Supplier shall submit a direct access service request to ComEd for each Participating Customer in compliance with the "standard switching" subsection of Rate RDS - Retail Delivery Service, in order to allow Full-Requirements Electricity Supply to commence.

4.3.5 Payment of Switching Fees. The Supplier shall reimburse Participating Customers for any switching fee imposed by the Electric Utility related to the enrollment of a Participating Customer in the Program within 30 days of receiving notice of such switching fee. The Supplier shall not be responsible to pay any switching fees imposed on Participating Customers who switch service from an alternative retail electric supplier.

4.3.6 Withdrawal by a Participating Customer. For Participating Customers who notify the Supplier after the completion of the Opt-Out Period that the Participating Customer desires to withdraw from the Program ("Withdrawing Customer"), the Supplier must, at the direction of the Participating Customer, drop the Participating Customer from the Supplier's Full-Requirements Electricity Supply on the next available meter read, which will result in restoring the Participating Customer to Tariffed Service. The Supplier may not assess an early termination fee.

4.3.7 Customer Service Inquiries. After completion of the Opt-Out Period, Supplier must maintain and operate a toll-free telephone number and internet website for the purpose of receiving questions and comments from Participating Customers concerning the Full-Requirements Electricity Supply. The Supplier may inform Participating Customers that questions about the delivery and billing of the Full-Requirements Electricity Supply should be directed to ComEd. Supplier must promptly and courteously address customer service inquiries in a manner that meets or exceeds the ICC requirements for the operation of call centers.

4.3.8 Special Billing Customers. Subject to the Requirements of Law and due to the minimal and/or fixed nature of their existing billing rates, the following Eligible Customers shall not be automatically enrolled in the Program, but may subsequently elect to enroll in the Program as New Customers pursuant to Section 4.3.9 of this Agreement:

4.3.8.1. Any Eligible Customer in the residential customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:

- Rate BESH – Basic Electric Service Hourly Pricing
- Rate RDS – Retail Delivery Service; and

(collectively, the "Special Billing Customers").

4.3.9 New Customers. After the commencement of the Program and the enrollment of Participating Customers, the Supplier shall, at the request of a New Customer, as defined in this Section 4.3.9, immediately enroll the following customers in the Program and provide Full-Requirements Electricity Supply to those customers at the Price:

4.3.9.1. Any Eligible Customer within the Municipality that moves to a new location within the Municipality;

- 4.3.9.2. Any Eligible Customer that moves into an existing location within the Municipality;
- 4.3.9.3 Any Eligible Customer that previously opted out of the Program during the Opt-Out Period; and
- 4.3.9.4 Any Eligible Customer that was inadvertently omitted from the list of Participating Customers and not enrolled in the Program. (collectively, the "New Customers").

4.4 Billing Services. The Supplier must supply the following Billing Services as provided in this Section 4.4:

4.4.1 Billing Generally. Supplier shall confirm that billing to Eligible Customers will be provided by ComEd under a consolidated billing format pursuant to "Rider PORCB – Purchase of Receivables and Consolidated Billing," and pursuant to the Requirements of Law. The Municipality acknowledges and agrees that ComEd will bill Participating Customers for the Price of the Full-Requirements Electricity Supply as part of its billing for the distribution of such supply, and that the Supplier shall not be responsible for billing Participating Customers

4.4.2 Customer Classes. Eligible Customers shall be categorized within either the residential or commercial customer classes according to the applicable rates under which they received electricity supply from ComEd prior to participating in the Program.

4.4.2.1 Residential Customer Class. The residential customer class shall include Participating Customers taking service from ComEd under the following rates:

- Residential Single Family Without Electric Space Heat Delivery Class
- Residential Single Family With Electric Space Heat Delivery Class
- Residential Multi Family Without Electric Space Heat Delivery Class
- Residential Multi Family With Electric Space Heat Delivery Class

4.4.2.1 Commercial Customer Class. The commercial customer class shall include those Participating Customers taking service from ComEd under the following rates:

- 15,000 kWh's or less Delivery Class

4.5 Compliance Services. The Supplier shall assist the Municipality in complying with any current or future Requirements of Law concerning the operation of the Program, including without limitation the provision of reports or other information as the Municipality may reasonably request from time to time.

4.6 Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers in the Program. Supplier will update this list as new customers are added and deleted. Supplier will make this list available to the Municipality at any time the Municipality requests the list. Additionally, within 120 days of the end of this agreement, Supplier will make the Program's load data by rate class available to the Municipality. Load data shall include:

- Historical Usage Data

- Capacity Peak Load Contribution (PLC) values and effective start and end dates.
- Network Service Peak Load Contribution (PLC) values and effective start and end dates.
- Meter Bill Group Number.
- Rate Code.

4.7 Supplier will conduct supplemental opt out mailings every 6 months to those residents that have moved into the Municipality since the last renewal, offering electric service at the Price. Supplier will be responsible for all costs associated with the mailing, including ComEd charges. Should a 6 month period coincide with the Municipality's renewal, no supplemental mailing will be required.

4.8 At each renewal of the program, Supplier will conduct an opt in mailing to those residents who have individually selected an electric supplier other than the Supplier, informing them of the pricing of the aggregation program.

## ARTICLE 5 TERM

5.1 Term. This Agreement commences as of the Effective Date and is for a term of \_\_\_\_\_ ( ) consecutive monthly billing periods starting from the initial meter read date designated by the Municipality in consultation with the Supplier in \_\_\_\_\_ 2014, and expires at the end of the last day of the \_\_\_th billing cycle for the Participating Customer(s) with the latest billing cycle (the "Term"). The Municipality and the Supplier may extend the Term for additional periods of time up to 3 years for each extension, by written agreement approved and executed by each Party (each an "Extended Term"). Nothing in this Article 5 related to the Term or the possibility of agreement to an Extended Term may be construed or applied in any manner to create any expectation that any right or authority related to this Agreement granted by the Municipality to the Supplier will continue beyond the Term or an approved Extended Term. Notwithstanding the provisions of this Section 5.1, if the rate for Tariffed Service falls below the Price during the Term, the Supplier may terminate this Agreement after returning Participating Customers to Tariffed Service as provided in Section 4.1.3 of this Agreement.

5.2 In the event this agreement is not renewed or terminated for any reason, including expiration according to its terms, the Municipality may choose another RES or Retail Electric Supplier and Supplier shall allow all Participating Customers to be switched to the selected RES, or all Participating Customers shall be switched by the Supplier to service with ComEd in accord with the standard switching rules and applicable notices or as otherwise required by any applicable law or regulation.

## ARTICLE 6 REMEDIES AND TERMINATION

6.1 Municipality's General Remedies. In addition to every other right or remedy provided to the Municipality under this Agreement, if the Supplier fails to comply with any of the provisions of this Agreement (for reason other than a Force Majeure Event pursuant to Section 7.1 of this Agreement or a Regulatory Event pursuant to Section 7.2 of this Agreement, then the Municipality may give notice to the Supplier specifying that failure. The Supplier will have 15 calendar days after the date of that notice to take all necessary steps to comply fully with this Agreement, unless (a) this Agreement specifically provides for a shorter cure period or (b) an imminent threat to the public

health, safety, or welfare arises that requires a shorter cure period, in which case the notice must specify the cure period, or (c) compliance cannot reasonably be achieved within 15 calendar days but the Supplier promptly commences a cure and diligently pursues the cure to completion. If the Supplier fails to comply within that 15-day period, or the shorter period if an imminent threat, or if the Supplier fails to promptly commence a cure and diligently pursue the cure to completion, then the Municipality, subject to the limits of applicable federal or State of Illinois law, may take any one or more of the following actions:

- 6.1.1 Seek specific performance of any provision of this Agreement or seek other equitable relief, and institute a lawsuit against the Supplier for those purposes.
- 6.1.2 Institute a lawsuit against the Supplier for breach of this Agreement and, except as provided in Section 6.3 of this Agreement, seek remedies and damages as the court may award.
- 6.1.3 In the case of noncompliance with a material provision of this Agreement, declare this Agreement to be terminated in accordance with the following:
  - 6.1.3.1 The Municipality will give written notice to the Supplier of the Municipality's intent to terminate this Agreement ("Termination Notice"). The notice will set forth with specificity the nature of the noncompliance. The Supplier will have 30 calendar days after receipt of the notice to object in writing to termination, to state its reasons for that objection, and to propose a remedy for the circumstances. If the Municipality has not received a response from the Supplier, or if the Municipality does not agree with the Supplier's response or any remedy proposed by the Supplier, then the Municipality will conduct a hearing on the proposed termination. The Municipality will serve notice of that hearing on the Supplier at least 10 business days prior to the hearing, specifying the time and place of the hearing and stating the Municipality's intent to terminate this Agreement.
  - 6.1.3.2 At the hearing, the Supplier will have the opportunity to state its position on the matter, present evidence, and question witnesses. Thereafter, the Municipality will determine whether or not this Agreement will be terminated. The hearing must be public and held on record.
  - 6.1.3.3 The decision of the Municipality must be in writing and delivered to the Supplier by certified mail.

If the rights and privileges granted to the Supplier under this Agreement are terminated, then the Supplier, within 14 calendar days after the Municipality's demand, must reimburse the Municipality for all costs and expenses incurred by the Municipality, including, without limitation, reasonable attorneys' fees, in connection with that termination of rights or with any other enforcement action undertaken by the Municipality.

6.2 Actions on Termination or Expiration of this Agreement. This Agreement shall terminate upon the expiration of the Term or an Extended Term, as applicable (with the understanding that the expiration of service for any particular Participating Customer will be tied to that customer's billing cycle), or the Municipality's termination of the Agreement pursuant to Section 6.1 or 4.1.2. Upon termination as a result of expiration of the Term (absent agreement upon an Extended Term), or upon termination as a result of expiration of an Extended Term, as applicable, Supplier shall return

Participating Customers to Tariffed Service upon expiration of the Term or Extended Term, as applicable, on the first available meter read. In the event of the Municipality's termination of the Agreement prior to the end of the Term or Extended Term pursuant to Section 6.1.c, as applicable, Supplier shall return Participating Customers to Tariffed Service on the second available meter read in order to provide the opportunity for Participating Customers to identify alternate sources of electrical supply prior to returning to Tariffed Service. Participating Customers shall not be liable for any termination fee as a result of such termination or expiration in accordance with the preceding sentences of this Section 6.2. Supplier shall not be responsible to any Participating Customer for any damages or penalties resulting from the return to Tariffed Service, including claims relating to the Tariffed Service price being higher than the Price herein.

6.3 **Limitation of Liability.** Except for the Supplier's failure to provide Full-Requirements Electricity Supply to Participating Customers or the disclosure of Customer Information in violation of the Requirements of Law, or as otherwise specifically provided herein, in no event will either Party be liable to the other Party under this Agreement for incidental, indirect, special, or consequential damages connected with or resulting from performance or non-performance of this Agreement, irrespective of whether such claims are based upon breach of warranty, tort (including negligence of any degree), strict liability, contract, operation of law or otherwise.

## ARTICLE 7 FORCE MAJEURE EVENTS AND REGULATORY EVENTS

7.1 **Force Majeure Events.** The Supplier shall not be held in default under, or in noncompliance with, the provisions of the Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by a "Force Majeure Event," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, or other event that is reasonably beyond the Supplier's ability to anticipate or control. . Non-compliance or default attributable to a Force Majeure Event shall be corrected within a reasonable amount of time after the Force Majeure Event has ceased.

7.2 **Regulatory Event.** The following shall constitute a "Regulatory Event":

- a. **Illegality.** It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of, or change in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction.
- b. **Adverse Government Action.** A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure Event.
- c. **New Charges.** Any material increase in generation, energy, or utility taxes or charges enacted and effective after the Effective Date of this Agreement. These charges would not be unique to Supplier's customers, but would apply to all

customers in ComEd's rate classifications. The imposition of such tax or charge after the Effective Date of this Agreement is not subject to automatic pass-through in Price, but would only constitute a Regulatory Event if the imposition of the charge materially and adversely affects Supplier's ability to perform.

- d. Occurrence of Regulatory Event. **Within ten (10) days of** the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree in writing, the Parties shall enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to this Agreement, within thirty (30) days or such other period as the Parties may agree in writing, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate and close out its obligations under this Agreement.

## ARTICLE 8 INDEMNIFICATION AND INSURANCE

8.1 **Indemnification.** The Supplier shall indemnify and hold harmless the Municipality, its officers, employees, agents, and attorneys, from and against any third party injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising from the Supplier's provision of the Services, except to the extent caused by the sole negligence of the Municipality.. This duty shall survive for all claims made or actions filed within one (1) year following either the expiration or earlier termination of this Agreement. The Municipality shall give the Supplier timely written notice of its obligation to indemnify and defend the Municipality after the Municipality's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Supplier and/or the Municipality. Nothing herein shall be construed to limit the Supplier's duty to indemnify the Municipality by reference to the limits of insurance coverage described in this Agreement.

8.2 **Insurance.** Contemporaneous with the Supplier's execution of this Agreement, the Supplier shall provide certificates of insurance, all with coverages and limits as set forth in Exhibit D to this Agreement. For good cause shown, the Municipality Manager, Municipality Administrator, or his or her designee may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Municipality Manager, Municipality Administrator, or his or her designee may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Municipality and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Municipality. The Supplier shall, at all times during the term of this Agreement, maintain and keep in force, at the Supplier's expense, the insurance coverages provided above.

## ARTICLE 9

## CONFIDENTIAL INFORMATION

9.1 Confidential and Proprietary Information. Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature. The Parties agree that any information disclosed by a Party and designated as proprietary and confidential shall only be disclosed to those officials, employees, representatives, and agents of the other Party that have a need to know in order to administer and enforce this Agreement. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to a Party's corporate structure and affiliates, marketing plans, financial information unrelated to the calculation of the Price or rates pursuant to the Requirements of Law, or other information that is reasonably determined by a Party to be competitively sensitive. A Party may make proprietary or confidential information available for inspection but not copying or removal by the other Party's representatives. Compliance by the Municipality with the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. ("Illinois FOIA"), including compliance with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois FOIA, or with a decision or order of a court with jurisdiction over the Municipality, shall not be a violation of this Section.

9.2 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than the Supplier's confidential information, will be and remain the sole property of the Municipality. The Supplier must promptly deliver all Data to the Municipality at the Municipality's request. The Supplier is responsible for the care and protection of the Data until that delivery. The Supplier may retain one copy of the Data for the Supplier's records subject to the Supplier's continued compliance with the provisions of this Agreement.

9.3 Limitations on Customer Information. Both Parties acknowledge and agree that the Customer Information is subject to, and must be maintained in compliance with, the limitations on disclosure of the Customer Information established by the Requirements of Law, including without limitation the Aggregation Statute, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, and Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH.

9.4 Limitations on Customer Information. Both Parties acknowledge and agree that the Customer Information is subject to, and must be maintained in compliance with, the limitations on disclosure of the Customer Information established by the Requirements of Law, including without limitation the Aggregation Statute, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH, the ICC Order in Case No. 11-0434 issued April 4, 2012, and the provisions of ComEd's Tariff Rate GAP. Municipality shall warrant to ComEd that customer-specific information provided to the Municipality in accordance with the provisions of ComEd's Tariff Rate GAP shall be treated as confidential. To protect the confidentiality of Customer Information:

9.4.1 Supplier access to Customer Information is limited those authorized representatives of Supplier, or any third party, who have a need to know the information for purposes of this Agreement.

9.4.2 Supplier warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program.

9.4.3 Supplier and Municipality acknowledge that Customer Information remains the property of the Municipality and that material breaches of confidentiality will prohibit Supplier from placing any new bids to the Municipality's subsequent Request(s) for Qualifications for a period of one year after termination of this Agreement.

9.4.4 Supplier warrants that it will delete and/or destroy the Customer Information described in Items 18 through 23 of the Company Obligations Section of ComEd's Tariff Rate GAP, and provided by Municipality, within 60 days after ComEd provides the information to Municipality. Municipality will offer its assistance to ensure that Supplier meets these requirements and deadlines.

9.5 Proprietary Rights, Survival. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information. The obligations under this Article Nine shall survive the conclusion or termination of this Agreement for two (2) years.

## ARTICLE 10 MISCELLANEOUS

10.1 Notices. Any notices, requests or demands regarding the services provided under this Agreement and the Attachments shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address shown below; or (iii) if by Federal Express or other reputable express mail service, on the next Business Day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

To Municipality

To Supplier

With a copy to:

With a copy to:

10.2 Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the date of this Agreement, that:

- a. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
- b. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and

perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;

- c. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; and
- d. It has reviewed and understands this Agreement; and
- e. It, to the extent applicable, shall comply with all the Requirements of Law.

10.3 Supplier agrees that all information presented in its Response to Qualifications for Municipal Aggregated Electricity Supply For Member Communities of the Northern Illinois Municipal Electric Collaborate, dated \_\_\_\_\_, are accurate and there have been no material changes to that information. Any exceptions are noted on attached exhibit and made part of this agreement.

10.4 Entire Agreement. This Agreement and the response to qualifications referenced in 10.3, including all Attachments hereto, contains all of the terms and conditions of this Agreement reached by the Parties, and supersedes all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by both Parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

10.5 Exhibits. Exhibits A through F attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.

10.6 Waivers. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights.

10.7 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois without regard for the conflicts of law provisions thereof.

10.8 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the Exhibits hereto, the provisions of the Agreement shall control.

10.9 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

10.10 Venue. Except as to any matter within the jurisdiction of the ICC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, \_\_\_\_\_ County, Illinois. Any matter brought

pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.11 **No Third-Party Beneficiaries.** Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.

10.12 **No Waiver of Rights.** Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that the Municipality may have under Federal or state law unless such waiver is expressly stated herein.

10.13 **Validity of Agreement.** The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.14 **Authority to Sign Agreement.** Each Party warrants to the other Party that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of each Party warrants to the other Party that he/she is authorized to execute this Agreement in the name of the Party for which he/she is signing.

10.15 **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the Municipality and the Supplier and their respective successors, grantees, lessees, and assigns throughout the Term of this Agreement.

10.16 **Non-Assignability.** This Agreement shall not be transferred or assigned by the Supplier without the express written authorization of the Municipality.

10.17 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

Supplier: \_\_\_\_\_

Municipality: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

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

**EXHIBIT A**  
**BID PACKAGE**

**EXHIBIT B**  
**BID RESPONSE**

**EXHIBIT C:**

**PRICE**

**Opt-Out Program:**

**Residential Customer Class**

Price: \_\_\_\_¢ per KWh

**Commercial Customer Class**

Price: \_\_\_\_¢ per KWh

The above pricing includes \_\_\_\_% renewable power

**Opt-In Program:**

**Residential Customer Class**

Price: \_\_\_\_¢ per KWh – 100% Renewable

**Commercial Customer Class**

Price: \_\_\_\_¢ per KWh – 100% Renewable

**Term: \_\_\_\_ months**

**Supplier will \_\_\_\_ / will not \_\_\_\_ make a civic contribution annually at the rate of \$0.001 per KWh for all usage consumed and paid for by participants of the \_\_\_\_\_ Aggregation Program.**

**Termination Fees:**

**Residential - \_\_\_\_\_**

**Commercial - \_\_\_\_\_**

## EXHIBIT D

### INSURANCE COVERAGES

- A. Worker's Compensation and Employer's Liability with limits not less than:
- (1) Worker's Compensation: Statutory;
  - (2) Employer's Liability:
    - \$500,000 injury-per occurrence
    - \$500,000 disease-per employee
    - \$500,000 disease-policy limit
- Such insurance shall evidence that coverage applies in the State of Illinois.
- B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.
- All employees shall be included as insureds.
- C. Comprehensive General Liability
- a. with coverage written on an "occurrence" basis with limits no less than:
    - \$1,000,000 Bodily Injury and Property Damage Combined Single LimitCoverage is to be written on an "occurrence" bases.
- Coverages shall include:
- Broad Form Property Damage Endorsement
  - Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- b. with coverage written on a "claims made" basis with limits no less than:
  - \$1,000,000 Bodily Injury and Property Damage Combined Single LimitCoverage is to be written on an "claims made" bases.
- Coverages shall include:
- Broad Form Property Damage Endorsement
  - Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.
- E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each such additional Insured endorsement shall identify Owner as follows: Village of , including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

- G. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:

Additional Insured Policy or Policies

# Village Board Agenda Memo

Date: June 10, 2014

To: Village President and Board of Trustees

From: Emily Rodman, Assistant Village Manager   
Julia Cedillo, Village Manager 

RE: Electrical Power Aggregation Renewal

---

## GENERAL BACKGROUND

Pursuant to the Illinois Power Agency Act, 20 ILCS 3855/1-92, municipal governments are authorized to aggregate the electric loads of small commercial and retail customers located within their corporate boundaries, to then solicit bids, select a retail electric supplier, and enter into a service agreement to facilitate the purchase of electricity on behalf of its residents and small businesses. The statute is a part of the state's electric deregulation efforts which allow customers access to competitive retail electric markets.

In accordance with that law, the Village of La Grange Park entered into a contract with First Energy Solutions on July 6, 2012 to serve as the Village's electrical supplier and to provide electrical supply at a rate of 4.93 cents per kilowatt hour. The term of the initial contract runs from September 1, 2012 through August 31, 2014. Approximately 4,200 residences and small businesses initially enrolled in the program and through April of this year, have realized an aggregate savings of over \$975,000.

Due to the pending expiration of the contract, the Village must decide if it would like to continue with electrical aggregation. Electrical prices have continued on a strong upward trend since the beginning of the year and it's likely the Village will not see the savings we have under the current contract. Nonetheless, staff believes it is worthwhile to seek bids from electrical suppliers so the Village Board can determine if there is a benefit to residents to continue with the aggregation program.

Should the Village Board desire to seek bids for electrical supply, staff would work with our consultant, NIMEC, to solicit bids from electrical suppliers and bring those bids forward to the Village Board at the June 24<sup>th</sup> Village Board Meeting for consideration. Since bids are typically only good for 24 hours, the Village Board would need to make a decision on the 24<sup>th</sup> whether or not enter into a new contract with the low bidder.

Attached to this memo is additional information on electrical aggregation.

**ACTION / MOTION**

This item is for both discussion and action item this evening.

*Motion to Approve an Ordinance Authorizing Renewal of Aggregation Program for Electrical Load.*

**RECOMMENDATION**

Staff recommends that the Village Board approve the attached Ordinance.

**DOCUMENTATION**

- Ordinance Authorizing Renewal of Aggregation Program for Electrical Load
- Electrical Aggregation Renewal Timeline
- Email from Sharon Durling (NIMEC) Regarding Electrical Aggregation Background
- Municipal Aggregation: Chapter Two (Summary provided by NIMEC)
- Village of La Grange Park Electric Aggregation Program Report

**ORDINANCE NO. 989**

**ORDINANCE AUTHORIZING RENEWAL OF  
AGGREGATION PROGRAM FOR ELECTRICAL LOAD**

WHEREAS, Under Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-1, et seq., (the "Act") a municipality may operate an electric aggregation program as an opt-out program for residential and small commercial retail customers, if a referendum is passed by a majority vote of the residents pursuant to the requirements under the Act; and

WHEREAS, the Village of La Grange Park, Illinois ("Village") submitted the question to referendum in the March 20, 2012 election and a majority of the electors voting on the question voted in the affirmative; and

WHEREAS, the Village subsequently implemented its initial opt-out aggregation program in 2012 with the term of the supplier agreement to end based on scheduled final meter read dates in September 2014; and

WHEREAS over 4,200 residences and small businesses were originally enrolled in the program, and the aggregate savings for program through February 2014 have totaled \$228/household and \$927,000 throughout the entire community; and

WHEREAS, the Corporate Authorities hereby find that it is in the best interest of the Village to continue to operate the aggregation program under the Act as an opt-out program and to enter into an additional contract with a supplier pursuant to the terms of the Act. However, the final decision will be based upon market pricing and the Village retains the option of suspending the program and returning all participants back to Commonwealth Edison.

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

**SECTION 1:** That the Preamble of this Ordinance is declared to be true and correct and is incorporated by reference herein.

**SECTION 2:**

- A. Pursuant to Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-1, et seq., (the "Act") the Corporate Authorities of the Village are hereby authorized to aggregate, in accordance with the terms of the Act, residential and small commercial retail electrical loads located within the corporate limits of the Village, and for that purpose may solicit bids and enter into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment.
  
- B. The Aggregation Program for the Village shall continue to operate as an opt-out program for residential and small commercial retail customers.
  
- C. As an opt-out program, the Corporate Authorities of the Village shall fully inform residential and small commercial retail customers in advance that they have the right to opt-out of the Aggregation Program before the resident or commercial account is renewed. The disclosure and information provided to the customers shall comply with the requirements of the Act.
  
- D. The Village will again engage NIMEC, who managed the initial aggregation. NIMEC will solicit bids from multiple suppliers and consult with the Village in our decision to select the supplier that best meets our needs. NIMEC will also assist with the conversion process, and provide assistance to residents with questions.

**SECTION 3:** This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

**PASSED THIS 4<sup>th</sup> DAY OF JUNE, 2014.**

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

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

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

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

APPROVED THIS 4<sup>th</sup> DAY OF JUNE, 2014.

---

Village President

ATTEST:

---

Village Clerk

## **Electrical Aggregation Renewal Timeline**

<b>June 10</b>	Village Board passes ordinance approving seeking bids to renew aggregation program
<b>June 24</b>	Village Board receives competitive bids from suppliers and accepts or rejects bids; if a bid is accepted,
<b>June 25</b>	Village Manager executes contract
<b>July 9 – August 6</b>	Opt-out notices sent by supplier to residents
<b>August 20</b>	Opt-out deadline for residents
<b>September 1</b>	Power flow switches to new supplier

## Emily Rodman

---

**From:** Sharon Durling [<mailto:sdurling@nimec.net>]  
**Sent:** Tuesday, June 03, 2014 10:07 AM  
**To:** Emily Rodman  
**Subject:** Fwd: Aggregation Timeline + background for Board

Hello Emily,

Following is a summary that may be helpful in information your Board of the current market / trends:

### ComEd rate

ComEd recently released their annual rates, effective June 1, 2014. ComEd publishes a Summer rate (June – September) and a Non-Summer rate (October – May). The Non-Summer rate is indicative only, and will be established in the Fall. (Because communities are moving back to ComEd, they will need to seek more power, and prices are rising, so I expect the re-priced fall rate could actually rise.)

In addition to the Energy rate (which includes Transmission), residents who buy their power from ComEd also pay a Purchased Electricity Charge (PEA). The PEA is a monthly charge that fluctuates each month. In the past 36 months, that has averaged 0.33 cents/kWh. No supplier ever charges a PEA fee.

<i>ComEd rate (¢/ kWh)</i>	<i>Supply + transmission</i>	<i>PEA fee</i>	<i>Effective rate</i>
Summer	7.60¢	0.33¢	7.93¢
Non-Summer*	7.42¢*	0.33¢	7.75¢*

\*to be reset in the Fall

### Price Quotes

Generally, when we present our rate quotes, the price is the rate the residents would pay for the entire term.

Exceptions: Homefield and Verde quote three-year rates with a step-down to a lower price in the last year. Prices are quoted for a 24 month term, followed by a lower rate for the last 12 months of the term. The “average” rate is what the resident would pay if they were on that pricing for the entire 36 months.

### Escape Clause

ComEd re-sets their rates twice a year. *What happens if the ComEd rate is set below your contracted rate?* All suppliers have eliminated all early termination fees. So any resident can leave your aggregation at any time with no penalty, no fee, no charge.

Only one supplier, FirstEnergy will offer an “escape clause” to the municipality. In the event that the ComEd rate was set below your contracted rate, FirstEnergy enables the municipality to return all residents to the lower ComEd rate unilaterally, with no resident involvement. This insures that your rate would never be higher than the ComEd rate.

## Summary

During Phase One of municipal aggregation, the driving force was to help residents save money on ComEd bills. And that was very successful. The average participating La Grange Park Grove household saved \$235 in the first 18 months of the 24-month program (In same period, Village-wide cumulative savings was over \$950,000). Actual savings numbers will increase in the summer of 2014 as the La Grange Park rate of 4.93 versus the ComEd rate of 7.93 will save participating residents 38% on their summer power supply. This program has also provided 50% Renewable Energy Credits. That is, 50% of all electricity consumed in the Village's program has been supported by "green" renewable energy sources such as large hydro, solar, wind sources, reducing carbon footprint.

Price quotes are now coming in very close to the ComEd rate. The days of double digit savings are behind us for awhile. We are now in Phase Two of deregulation / aggregation, and there are two benefits to consider when evaluating your bids.

- ***Easy to understand benchmark:*** The ComEd rate consists of three individual billing items (two are re-set twice a year, and the other varies every month). As such few residents know what their ComEd rate is. An aggregation program offers an easy to understand rate, against which residents can easily compare other offers. The program has had great success in raising residents' knowledge about customer choice that was enabled by the Illinois Legislature over a decade ago.
- ***Maximum flexibility:*** Should you suspend your aggregation program for a year, residents will be required to stay on the ComEd rate for 12 months, and are locked-in without the ability to shop or switch suppliers (after a 60 day window). With an aggregation program, residents are free to come and go with no restrictions or charges.

In short, aggregation offers an easy-to-understand benchmark, and the resident has the most flexibility to choose any alternative supplier at any time.

Kind regards,  
Sharon Durling

---

NIMEC: Northern Illinois Municipal Electric Collaborative  
[www.nimec.net](http://www.nimec.net)  
847-607-1804

## *Municipal Aggregation: Chapter Two*

---

Municipal Aggregation (MA) has lived up to all expectations. Over 640 Illinois municipalities have initiated MA programs for their residents. Through the end of February 2014, the average household in the Village of La Grange Park has saved \$228 due to lower rates achieved by MA. The collective savings achieved for the Village totals \$927,000 to date – achieved with no service interruption and little (if any) effort by your residents.

2014 is ushering in new developments to MA:

- First, the margin between market rates as contracted through MA and Commonwealth Edison has narrowed. ComEd's rates were higher than market rates for several years, due to a 2007 decision to lock in fixed rates. The 2008 recession combined with collapsing natural gas prices put enormous downward pressure on electricity prices. With many of ComEd's fixed rate contracts maturing in 2013, ComEd's rates have since fallen closer to market rates achieved through MA.
- The second change: long-term power rates are normally higher than short-term rates. However, that currently is not the case. Regulated transmission charges will increase for the next two years, but drop in the third year. As such, we have seen MA rates for 36 months lower than 12- and 24-month terms.

To protect a municipality from locking in rates above ComEd's, NIMEC bids contain an "escape clause." Should the ComEd rate be set below the MA rate, the municipality has the option of suspending the program, returning residents to the lower ComEd rate. Currently, only one or two suppliers (it changes from bid-to-bid) will agree to the escape clause. Many communities are now accepting bids without it, as the individual escape clause – the ability to leave the program at any time, for no early termination fee – always remains in place.

- Previously, the ComEd rate was fixed for 12 months. Unfortunately, the ComEd rate is now a "moving target," making comparison more difficult. The ComEd rate historically has been set once annually for the "Energy Year" June through May. The ICC has recently approved ComEd's request to re-set the rate in the fall, depending upon market conditions.

Further complicating the ComEd rate is a monthly “true-up,” adjustment based upon actual usage. ComEd buys power in large blocks, based upon historical usage projections. Actual usage varies. The difference is charged to ComEd customers (who buy their power from ComEd) in a line item called the Purchased Electricity Adjustment (PEA). MA enrollees do not pay this charge. The PEA can change each month, and is limited to a ½¢ charge. In 27 of the last 33 months, the PEA has been a ½¢ charge.

Going forward, we recommend MA programs be renewed with these considerations in mind:

- NIMEC will monitor the program’s rates each month relative to the variable ComEd rate. As long as each 12-month rolling period achieves savings, the program will be continued. In the event the ComEd rate is set below the MA rate, or the rolling 12-month period’s savings turn negative, the municipality can suspend the program and return all ratepayers to ComEd.
- With no early termination fees, residents are free to leave the program at any time, should a more attractive offer be found. Should a MA program be suspended, residents have two months to move to another supplier. If not, they are then locked into ComEd for the remaining ten months.
- MA programs offer a fixed rate over the term of the contract. This provides the ratepayer with rate stability, compared to ComEd’s fluctuating rate. MA fixed rates are easier to budget.

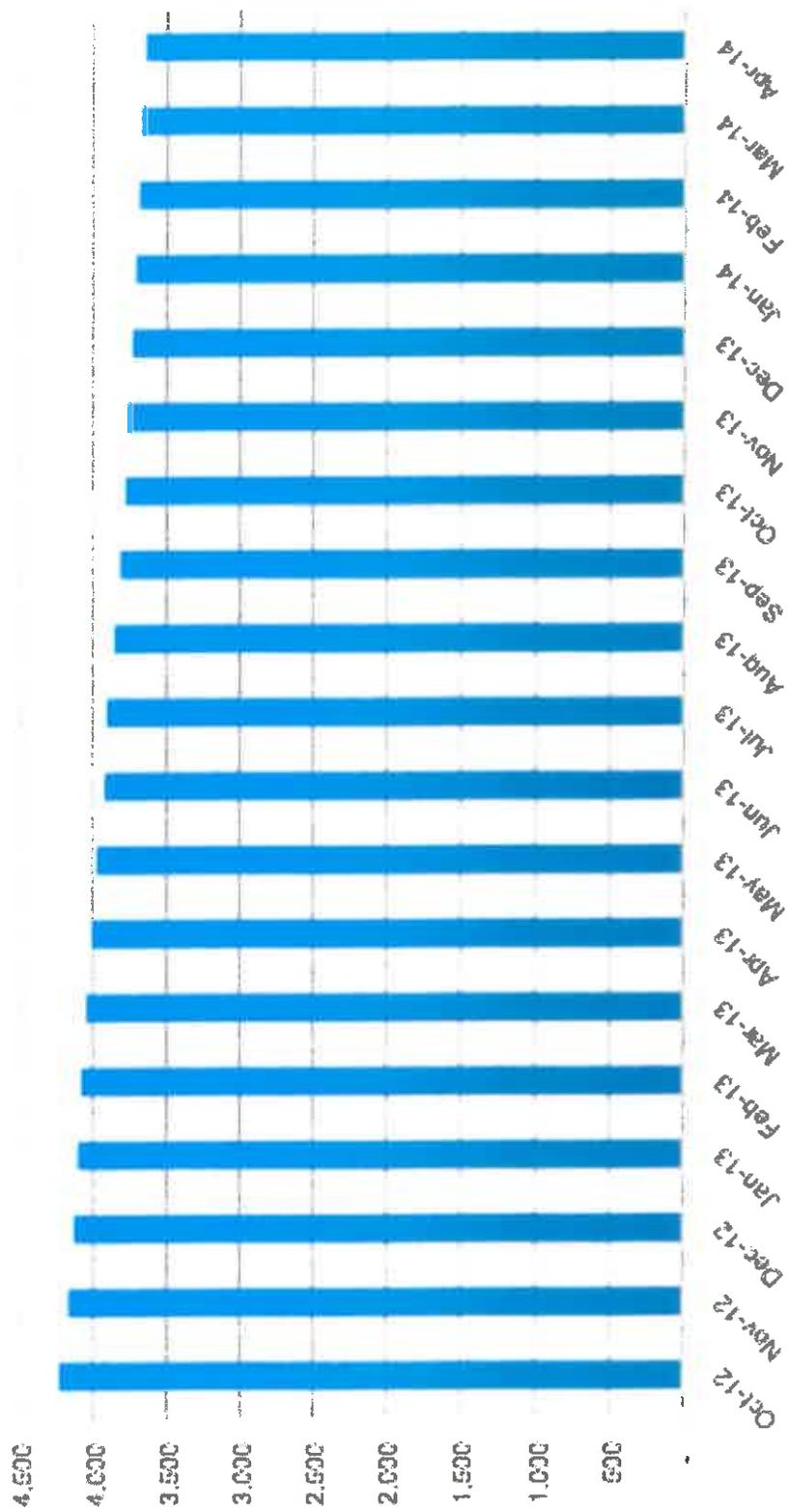


The banner features a blue background with a central white text area. On either side of the text, there are images of high-voltage electrical transmission towers against a clear blue sky.

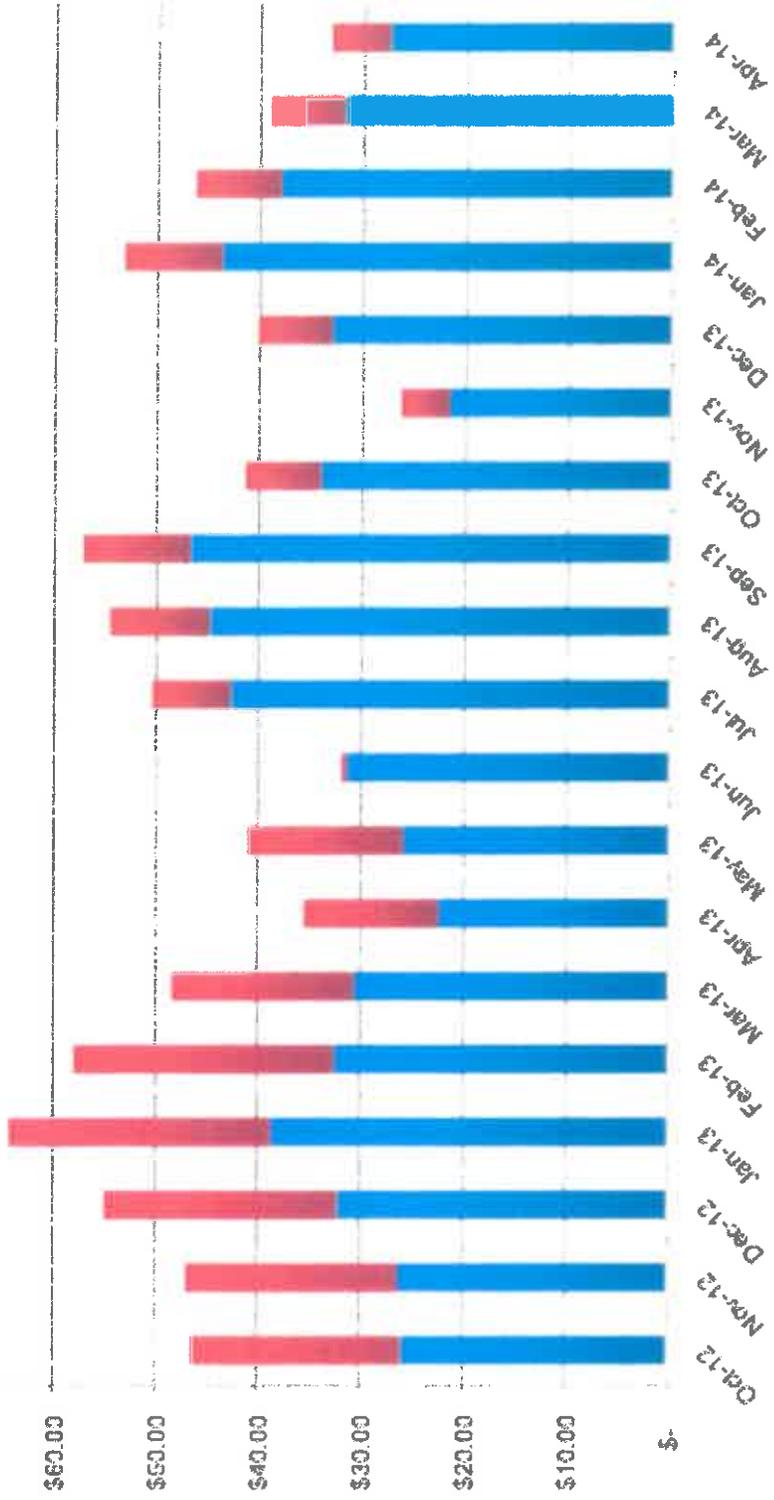
# Electric Aggregation Program Report

# Village of La Grange Park

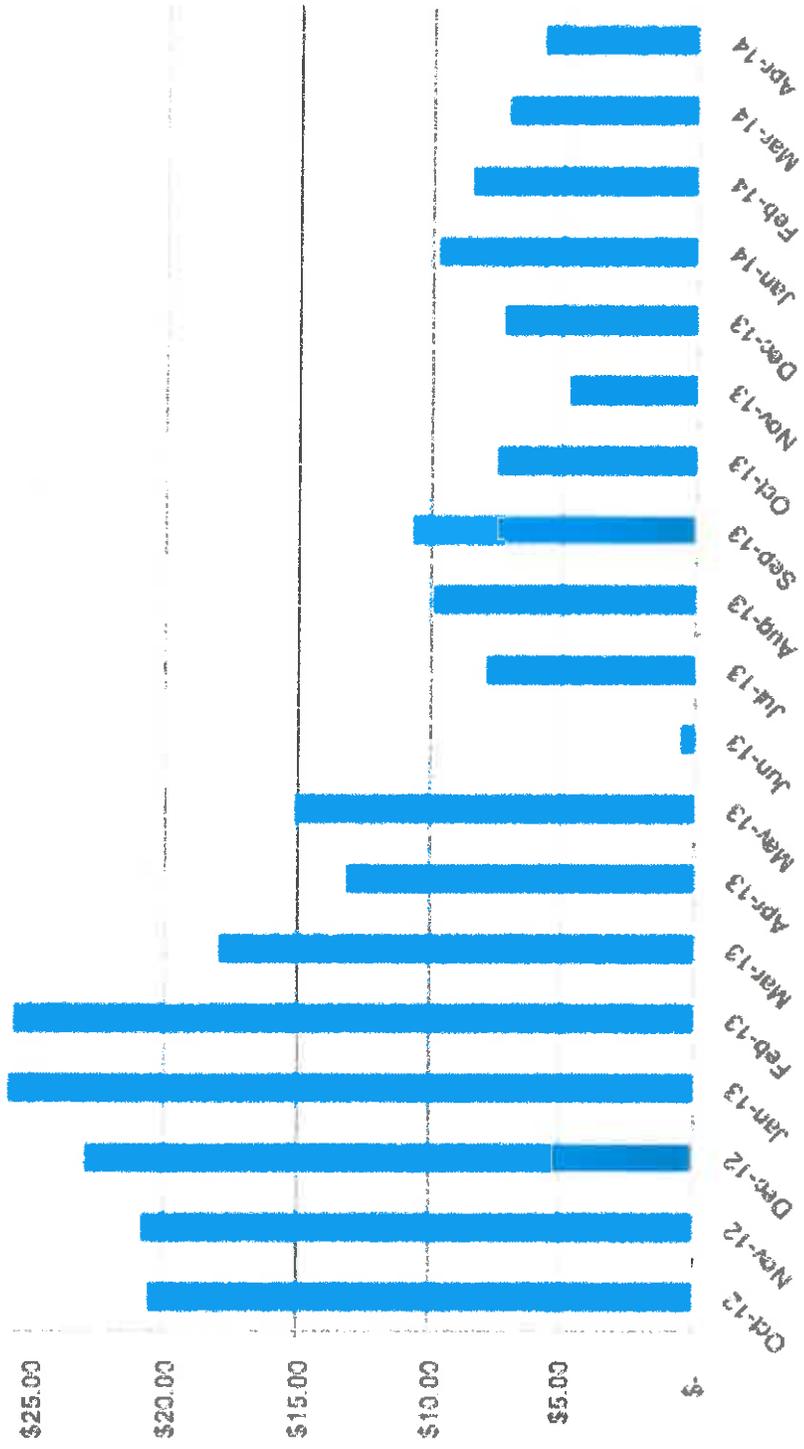
# # Households Enrolled



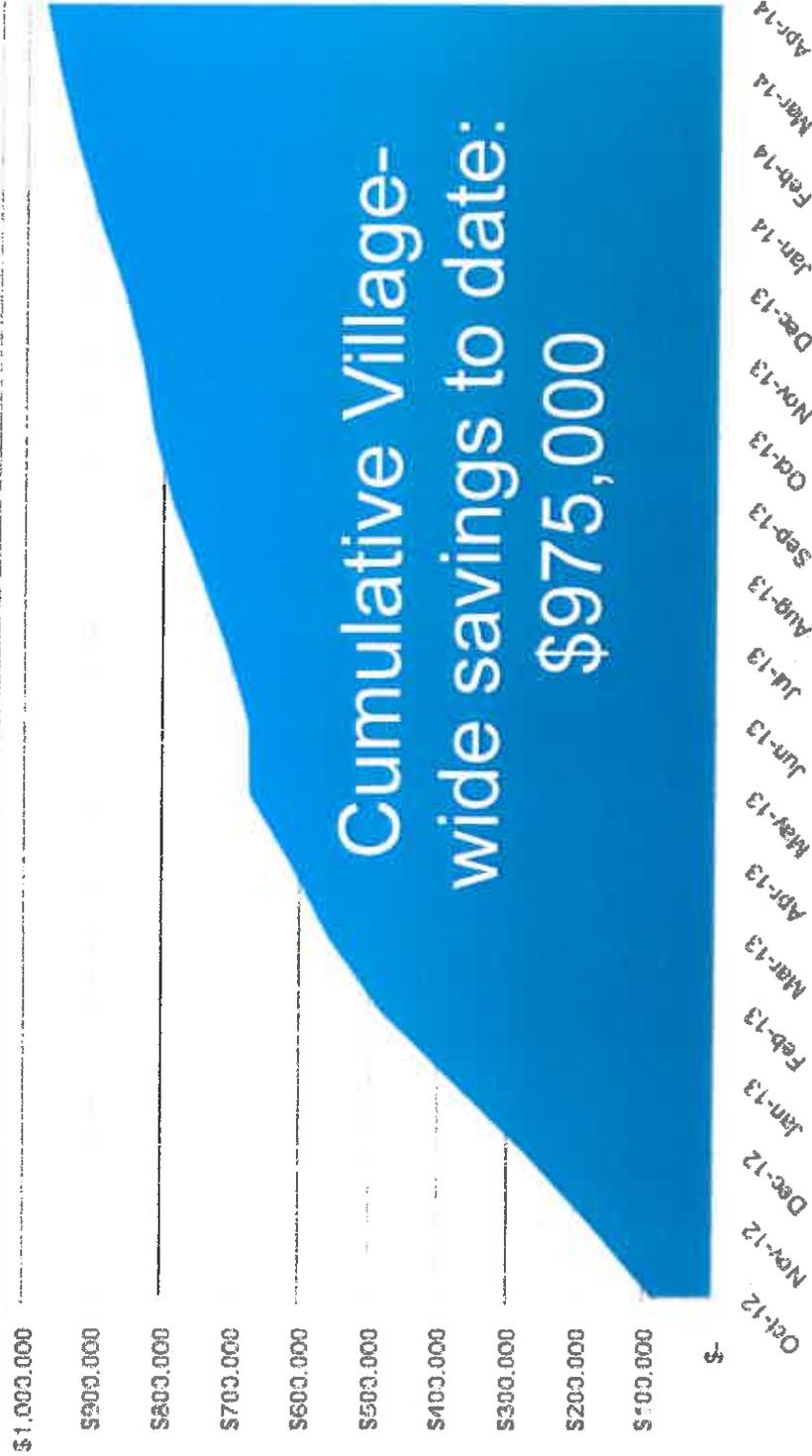
# Average Account Monthly Spend (blue) vs. Savings (red)



# Average Household Savings to Date: \$241



# Community Savings:

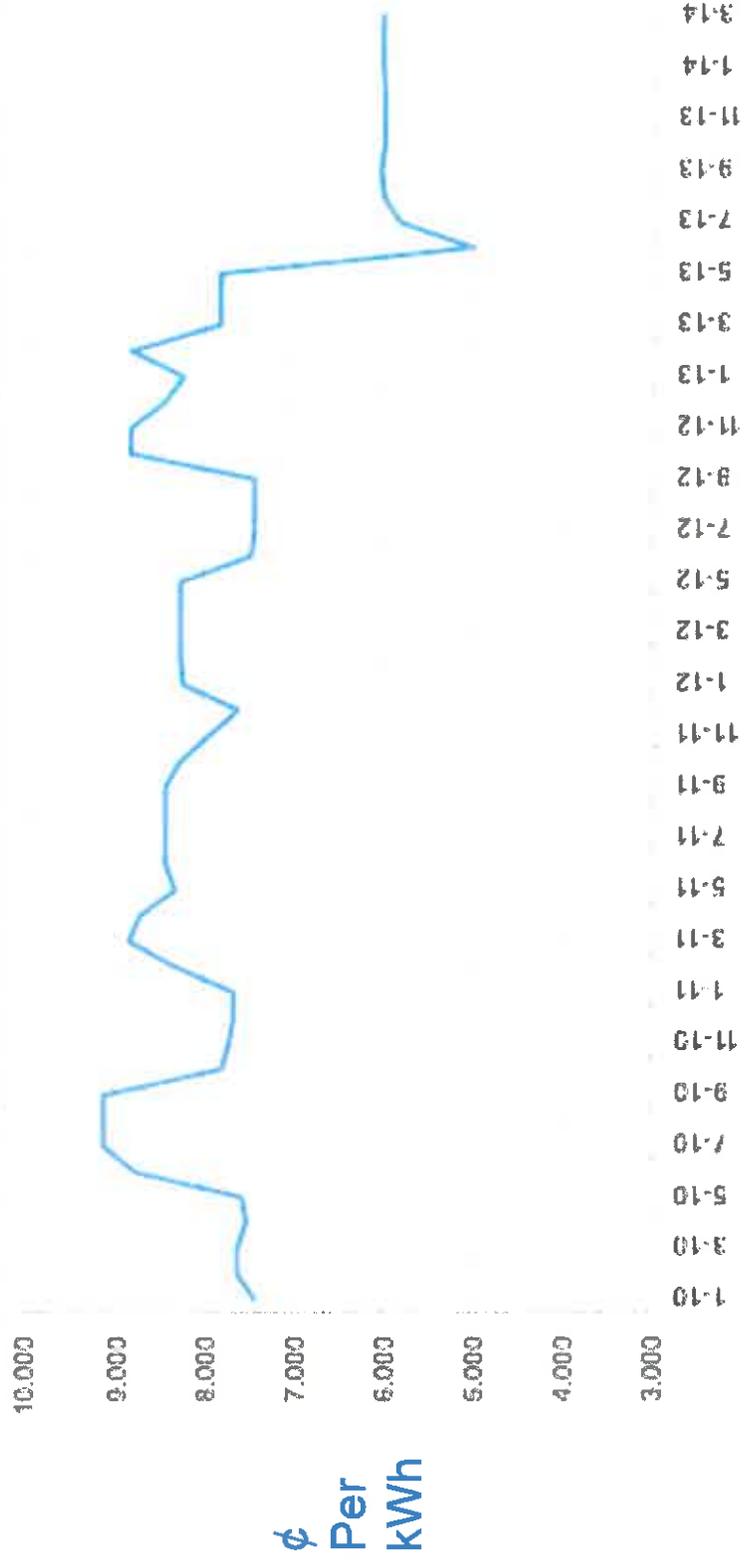




## La Grange Park Aggregation Program

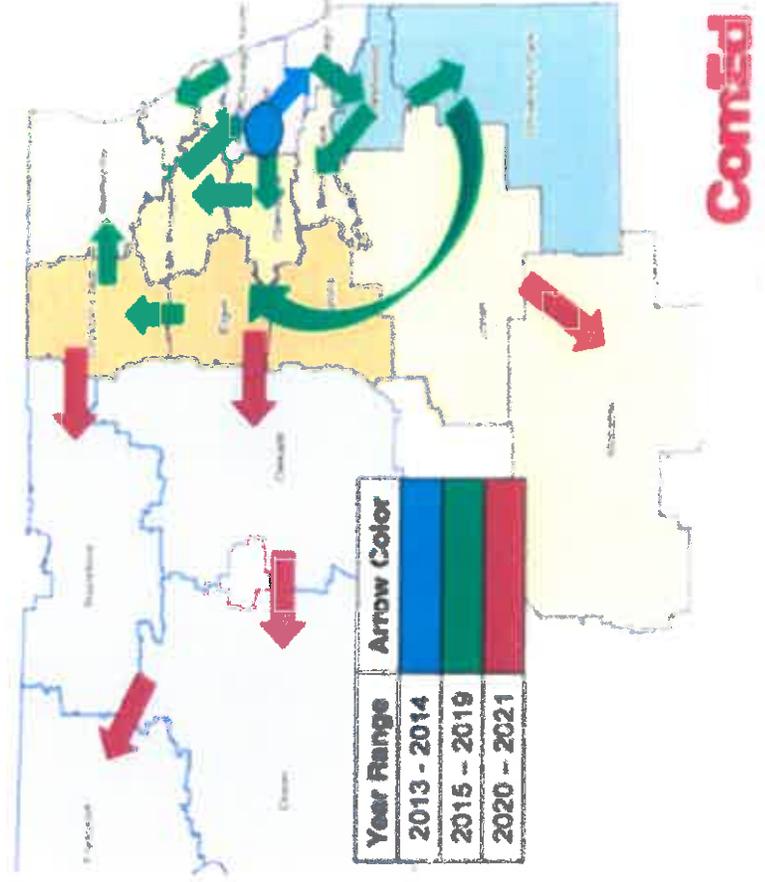
- Fixed 4.930¢ per kWh  
(vs current ComEd rate 7.596¢)
- Term through September 2014
- No early termination fee
- 50% Renewable Energy Certificates
- Residents may still enroll by calling  
FirstEnergy: 888-651-5200

# ComEd Price to Compare January 2010 to March 2014



# Smart Meter Deployment Completed in 2013

2013	Brookfield, Hanwood Heights, La Grange Park, Normidge, North Riverside, River Grove, Riverside, Schiller Park
2013-2014	Forest Park
2014	Westchester
2015	Carol Stream, Elmhurst, Glen Ellyn, Glendale Heights, Itasca, Lombard, Villa Park, Waukegan, West Chicago, Wood Dale
2015-2018	Barrington, Deer Park, Fox River Grove, Inverness, Lake Barrington, Mount Prospect, Palatine Township, South Barrington
2015-2018	Hanover Township
2015-2020	Lake Zurich
2016-2017	Oak Forest, Orland Park, Orland Township, Palos Heights, Palos Hills, Palos Park, South Holland, Tinley Park
2017	Aroma Park, Bonfield, Bourbonnais, Bradley, Chicago Heights, Clarendon Hills, Countryside, Danm, Plozsmoor, Glenwood, Grant Park, Herscher, Hinsdale, Juntura, Kanekeer, Kanekeer County, Lansing, Lisle, Manteno, Momms, Olympia Fields, Park Forest, Saramons Point, South Chicago Heights, St. Ann, Sun River Terrace, Thornton
2017-2018	Crest Hill, Hoffman Estates, Manhattan, Mokena, Morris, New Lenox
2018	Elburn, Gilberts, Hanover Park, Montgomery, North Aurora, Oswego, Pingree Grove, South Elgin, Sugar Grove, West Dundee, Yorkville
2018-2019	Cary, Crystal Lake, Island Lake, Morton Grove, Prairie Grove
2019-2021	Hampshire
2019-2020	Fox Lake, Gurnee, Hawthorn Woods, Libertyville, Mundelein, North Chicago, Round Lake Beach, Round Lake Park, Warren Township, Zion
2020-2021	Belvidere, Belvidere Township, Havana, Danphl, Essex, Reddick, Sycamore
2021	



**NIMEC**

# **Public Works Committee**

**Scott Mesick, Chairman**

**Michael Sheehan**

**Mario Fotino**

# Village Board Agenda Memo

**Date:** 06/17/14

**TO:** President and Board of Trustees

**FROM:** Julia Cedillo, Village Manager   
Brendan McLaughlin, Director of Public Works

**RE:** School District 102 – Easement Agreement for Fiber Optics Installation between Ogden & Park Schools

---

**PURPOSE:** To update the status of the District 102 Easement Agreement conditionally approved at the last Village Board Work Session.

**DISCUSSION:** At the last Work Session, the Village Board approved the Easement Agreement with District 102 subject to confirmation that the Village of La Grange has indemnified the Village of La Grange Park in connection with the water main easement which runs in the vicinity of the fiber optic easement.

The issue has been researched and the Village of La Grange did not provide indemnification language at the time La Grange Park acquired the land in which LaGrange's water main is located. In 1985, the Village of La Grange Park was seeking to acquire the south side of the alley/Brewster where La Grange's water main lies so that La Grange Park could improve the alley. La Grange de-annexed that land (with a de-annexation ordinance); La Grange Park annexed the land through an annexation ordinance, which granted and reserved to La Grange an easement for the "use, maintenance, renewal and reconstruction of such facilities" and required that LaGrange perform any restoration of village property necessitated by La Grange's maintenance of its improvements in that area.

Since the condition the Board imposed upon approval of the Easement Agreement with District 102 (i.e., indemnification from the Village of La Grange to the Village of La Grange Park) has failed, the Village Attorney has revised the proposed Easement Agreement with District 102 to specifically provide that La Grange Park will not be liable to District 102 for any damages, claims or demands arising from maintenance of any utility improvement in or adjacent to the Easement Premises (see attached Easement Agreement V2). At the writing of this memo, we have not heard back if this language would be acceptable to District 102.

The Village Board has the following options with regard to the approval of an Easement Agreement with District 102:

- Option 1: Approve the Easement Agreement (V2) with new language provided by Attorney Keating; or

- Option 2: Approve an Easement Agreement with School District 102, subject to the Village Attorney's right to negotiate the exact wording; or
- Option 3: Approve the Easement Agreement (V1) previously distributed to the Village Board and discussed at the June 10<sup>th</sup> Work Session; or
- Option 4: Do not approve an Easement Agreement with School District 102.

**MOTION / ACTION REQUESTED:**

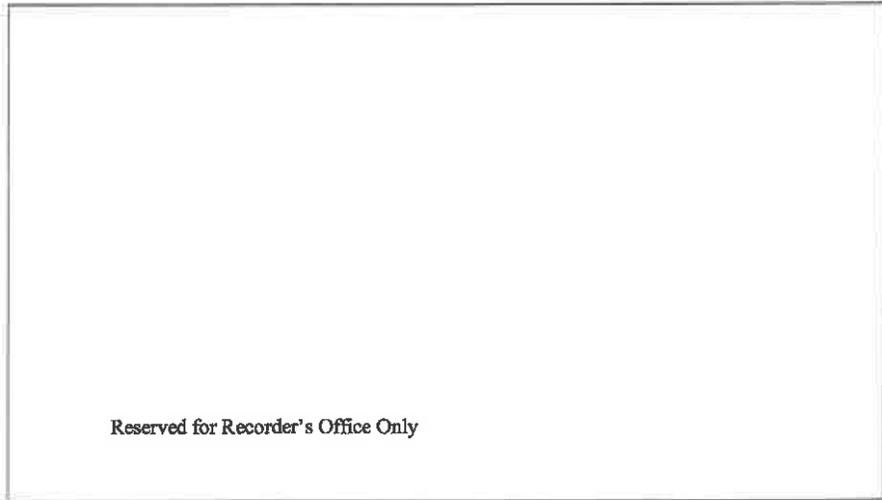
Approve an Easement Agreement with the School District 102, based upon one of the 4 options provided above.

**DOCUMENTATION:**

- Utility Easement Agreement – Version 2 Redlined (*Changes Submitted by Attorney Keating and not yet agreed to by District 102 at the writing of this memo*)
- Utility Easement Agreement – Version 2 Clean Copy
- Village Board Agenda Memo, dated May 30, 2014
- Letter from Hancock Engineering, dated April 17, 2014
- Utility Easement Agreement – Version 1 (distributed on June 5, 2014 and discussed at the June 10, 2014 Work Session)

**This instrument prepared by  
and after recording return to:**

Cathleen M. Keating  
Martin, Craig, Chester  
& Sonnenschein  
2215 York Road, Suite 550  
Oak Brook, Illinois 60523



Reserved for Recorder's Office Only

**VILLAGE OF LA GRANGE PARK  
UTILITY EASEMENT AGREEMENT  
WITH LA GRANGE PARK SCHOOL DISTRICT 102**

THIS AGREEMENT, dated as of \_\_\_\_\_ 2014, is made by the VILLAGE OF LA GRANGE PARK, an Illinois municipal corporation, ("*La Grange Park*") and La Grange Park School District 102, Cook County, Illinois (the "*Grantee*");

**WITNESSETH:**

WHEREAS, the Grantee desires to locate underground fiber optic communications cable within the real property described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "*Easement Premises*"); and

WHEREAS, La Grange Park is the legal owner of record of the real property within the Easement Premises that is situated within La Grange Park's corporate boundaries; and

WHEREAS, the remainder of the real property within the Easement Premises (the "*Remainder Property*") is situated within the corporate boundaries of the Village of La Grange Park, an Illinois municipal corporation, and the Village of La Grange Park owns the Remainder Property; and

WHEREAS, the Village of La Grange Park is granting to the Grantee an easement in the Remainder Property the same as or similar to the easement granted by La Grange Park to the Grantee, such that the Grantee will have the same easement over all of the Easement Premises regardless of which municipality owns and has corporate jurisdiction over a particular portion of the Easement Premises;

NOW, THEREFORE, in consideration of the sum of \$10.00 and the mutual covenants and agreements set forth herein and other good and valuable consideration paid by the Grantee to La Grange Park, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1: Grant of Easement.** La Grange Park hereby grants and conveys to the Grantee, and its successors and assigns, a perpetual easement and right of way to install, use, own, maintain, test, inspect, repair, replace, or remove (these activities hereinafter collectively referred to as "*Installation or Maintenance*") an underground fiber optic cable, subject to the terms and conditions of this Agreement in all portions of the Easement Premises that are located within La Grange Park's corporate limits, together with all reasonable rights of ingress and egress on, along, and across those portions of the Easement Premises.

**Section 2: Insurance.** Prior to entering the Easement Premises to undertake any Installation or Maintenance, the Grantee shall deliver to La Grange Park a certificate of insurance evidencing insurance that (a) in coverage and amounts is satisfactory to satisfy the Grantee's obligations under to Sections 6 and 7 of this Agreement and (b) names and endorses La Grange Park as an additional insured.

**Section 3: Installation.** The Grantee agrees that each Installation or Maintenance of the fiber optic cable will be done and completed in a good and workmanlike manner, all at the sole expense of the Grantee and subject to inspection and approval by La Grange Park.

**Section 4: Restoration.** Upon completion of any Installation or Maintenance by the Grantee or any agent, servant, employee, or contractor, the Grantee must (a) replace and grade all topsoil removed or disturbed by the Grantee, (b) restore all fences, plantings, landscaping, and other improvements to a condition equivalent the condition of the improvement prior to the Installation or Maintenance if disturbed, damaged, or removed by the Grantee, and (c) replace any and all grass or sod removed by the Grantee with sod of good quality.

**Section 5: Indemnification.** The Grantee shall, without regard to the availability or unavailability of any insurance covering La Grange Park, indemnify La Grange Park and its officers, members, officials, employees, agents, attorneys, and representatives against, and hold La Grange Park and its officers, members, officials, employees, agents, attorneys, and representatives harmless from, any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses (including without limitation attorneys fees and administrative expenses), that may be sustained or incurred as a result of or in connection with Grantee's performance of, or failure to perform, its obligations under this Agreement, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or willful misconduct or fault of Grantee, but not including lawsuits, claims, demands, damages, liabilities, losses, and expenses sustained or incurred solely as a result of the ~~negligence or willful misconduct of La Grange Park~~ gross negligence or willful misconduct of La Grange Park. Notwithstanding anything to the contrary contained herein, however, that

LaGrange Park shall not be responsible for any lawsuits, claims, demands, damages or liabilities incurred by Grantee arising from the maintenance of any utility improvement located in or adjacent to the Easement Premises. Nothing in this Section 5 or in any other section of this Agreement is intended to constitute, nor may be deemed or construed to constitute, a waiver by either the Grantee or La Grange Park of the defenses available to them under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to claims by third parties.

**Section 6: Reserved Rights: Right to Relocate Facilities; Risks of Loss.** La Grange Park hereby reserves the right to use the Easement Premises and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by the Grantee of the rights granted hereunder. La Grange Park also hereby reserves the right to relocate any or all of the fiber optic cable at any time to a location within the Easement Premises suitable to La Grange Park, at La Grange Park's cost, if La Grange Park determines that the fiber optic cable is interfering with La Grange Park's use of the Easement Premises. La Grange Park shall give the Grantee 30 days notice of La Grange Park's intent to undertake any such relocation. Further, La Grange Park shall coordinate its work with the Grantee, and shall undertake any relocation in a manner that minimizes to the full extent reasonably possible, disruption or impairment of the services provided by the fiber optic cable. In consideration of La Grange Park's agreement to allow the fiber optic cable in close proximity to La Grange Park facilities, the Grantee shall bear all risks, costs, and expenses related to any relocation of or damage to the fiber optic cable and La Grange Park shall not be responsible for any such risks, costs, or expenses; provided that La Grange Park shall be responsible for any damages caused by La Grange Park's willful or grossly negligent actions or omissions.

**Section 7: Liens.** The Grantee hereby represents and warrants that it will take all necessary action to keep all portions of the Easement Premises free and clear of all liens, claims, and demands, including without limitation mechanic's liens, in connection with any Installation or Maintenance or any other work performed by the Grantee or its agents on the Easement Premises.

**Section 8: Compliance with Laws.** All Installation or Maintenance and all repair and restoration of the Easement Premises by the Grantee shall comply with all applicable laws, statutes, building codes and regulations of general application (collectively "Laws"). This Agreement does not abrogate or supersede any applicable Laws requiring the parties to obtain permits, licenses, inspections, or approvals related to Installation or Maintenance.

**Section 9: Breach by Grantee.** If the Grantee breaches any provision in this Agreement and fails to commence to cure any such breach within 30 days after written notice thereof, or fails to diligently pursue and complete such cure after commencement, La Grange Park will have the right, but not the obligation, to perform the same and the Grantee must reimburse La Grange Park for all costs related to La Grange Park's performance of that cure, including without limitation reasonable attorneys fees related to that cure, together with interest accruing on such costs at a

rate of interest that does not exceed the maximum rate permitted by the Illinois Local Government Prompt Payment Act, in addition to any other right or remedy available at law or in equity.

Section 10: Covenants Running with the Land. The easements and rights granted in this Agreement and the terms of this Agreement are easements, rights, restrictions, agreements, and covenants running with the land, and this Agreement will be recorded against the Easement Premises and will be binding on and inure to the benefit of the Grantee and La Grange Park and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including without limitation all subsequent owners of the Easement Premises, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (A) the rule against perpetuities or some analogous statutory provision, (B) the rule restricting restraints on alienation, or (C) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements, or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States.

Section 11: Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered on the first day after delivery to an overnight courier service or on the third day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

If to La Grange Park:  
Village of La Grange Park  
Attention: Village Manager  
447 North Catherine Ave  
La Grange Park, Illinois 60526

If to Grantee:  
La Grange Park School District 102  
Attention: Superintendent  
333 North Park Road  
La Grange Park, Illinois 60526

Section 12: Amendment. No amendment or modification to this Agreement will be effective unless it is in writing and approved and executed by La Grange Park and the Grantee in accordance with all applicable statutory procedures.

Section 13: Authority to Execute. La Grange Park hereby warrants and represents to Grantee that the persons executing this Agreement on its behalf have been properly authorized to do so by La Grange Park. The Grantee hereby warrants and represents to La Grange Park that Grantee has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement.

Section 14: No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against La Grange Park or the Grantee.

IN WITNESS WHEREOF, La Grange Park and the Grantee have caused this instrument to be executed on the date first above written.

ATTEST:

VILLAGE OF LA GRANGE PARK,  
an Illinois municipal corporation

\_\_\_\_\_  
La Grange Park Village Clerk

\_\_\_\_\_  
La Grange Park Village Manager

ATTEST:

LA GRANGE PARK SCHOOL DISTRICT 102

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ILLINOIS    )  
                              )  
COUNTY OF COOK     )     SS

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, the Village Manager of the **VILLAGE OF LA GRANGE  
PARK**, an Illinois municipal corporation, and by \_\_\_\_\_, the Village  
Clerk of said municipal corporation.

\_\_\_\_\_  
Signature of Notary

SEAL

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Formatted: Font: 11.5 pt  
Formatted: Font: 11.5 pt

STATE OF ILLINOIS    )  
                              )  
COUNTY OF COOK     )     SS

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, the \_\_\_\_\_ of **LA GRANGE PARK SCHOOL DISTRICT  
102**, an Illinois School District, and by \_\_\_\_\_, the \_\_\_\_\_ of  
said school district.

\_\_\_\_\_  
Signature of Notary

SEAL

My Commission expires: \_\_\_\_\_

**EXHIBIT A**

**DESCRIPTION OF EASEMENT PREMISES**

*[see next page]*

**This instrument prepared by  
and after recording return to:**

Cathleen M. Keating  
Martin, Craig, Chester  
& Sonnenschein  
2215 York Road, Suite 550  
Oak Brook, Illinois 60523

Reserved for Recorder's Office Only

**VILLAGE OF LA GRANGE PARK  
UTILITY EASEMENT AGREEMENT  
WITH LA GRANGE PARK SCHOOL DISTRICT 102**

THIS AGREEMENT, dated as of \_\_\_\_\_ 2014, is made by the VILLAGE OF LA GRANGE PARK, an Illinois municipal corporation, ("*La Grange Park*") and La Grange Park School District 102, Cook County, Illinois (the "*Grantee*");

W I T N E S S E T H:

WHEREAS, the Grantee desires to locate underground fiber optic communications cable within the real property described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "*Easement Premises*"); and

WHEREAS, La Grange Park is the legal owner of record of the real property within the Easement Premises that is situated within La Grange Park's corporate boundaries; and

WHEREAS, the remainder of the real property within the Easement Premises (the "*Remainder Property*") is situated within the corporate boundaries of the Village of La Grange Park, an Illinois municipal corporation, and the Village of La Grange Park owns the Remainder Property; and

WHEREAS, the Village of La Grange Park is granting to the Grantee an easement in the Remainder Property the same as or similar to the easement granted by La Grange Park to the Grantee, such that the Grantee will have the same easement over all of the Easement Premises regardless of which municipality owns and has corporate jurisdiction over a particular portion of the Easement Premises;

NOW, THEREFORE, in consideration of the sum of \$10.00 and the mutual covenants and agreements set forth herein and other good and valuable consideration paid by the Grantee to La Grange Park, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1: Grant of Easement. La Grange Park hereby grants and conveys to the Grantee, and its successors and assigns, a perpetual easement and right of way to install, use, own, maintain, test, inspect, repair, replace, or remove (these activities hereinafter collectively referred to as "*Installation or Maintenance*") an underground fiber optic cable, subject to the terms and conditions of this Agreement in all portions of the Easement Premises that are located within La Grange Park's corporate limits, together with all reasonable rights of ingress and egress on, along, and across those portions of the Easement Premises.

Section 2: Insurance. Prior to entering the Easement Premises to undertake any Installation or Maintenance, the Grantee shall deliver to La Grange Park a certificate of insurance evidencing insurance that (a) in coverage and amounts is satisfactory to satisfy the Grantee's obligations under to Sections 6 and 7 of this Agreement and (b) names and endorses La Grange Park as an additional insured.

Section 3: Installation. The Grantee agrees that each Installation or Maintenance of the fiber optic cable will be done and completed in a good and workmanlike manner, all at the sole expense of the Grantee and subject to inspection and approval by La Grange Park.

Section 4: Restoration. Upon completion of any Installation or Maintenance by the Grantee or any agent, servant, employee, or contractor, the Grantee must (a) replace and grade all topsoil removed or disturbed by the Grantee, (b) restore all fences, plantings, landscaping, and other improvements to a condition equivalent the condition of the improvement prior to the Installation or Maintenance if disturbed, damaged, or removed by the Grantee, and (c) replace any and all grass or sod removed by the Grantee with sod of good quality.

Section 5: Indemnification. The Grantee shall, without regard to the availability or unavailability of any insurance covering La Grange Park, indemnify La Grange Park and its officers, members, officials, employees, agents, attorneys, and representatives against, and hold La Grange Park and its officers, members, officials, employees, agents, attorneys, and representatives harmless from, any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses (including without limitation attorneys fees and administrative expenses), that may be sustained or incurred as a result of or in connection with Grantee's performance of, or failure to perform, its obligations under this Agreement, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or willful misconduct or fault of Grantee, but not including lawsuits, claims, demands, damages, liabilities, losses, and expenses sustained or incurred solely as a result of the gross negligence or willful misconduct of La Grange Park. Notwithstanding anything to the contrary contained herein, however, that LaGrange Park shall not be responsible for any

lawsuits, claims, demands, damages or liabilities incurred by Grantee arising from the maintenance of any utility improvement located in or adjacent to the Easement Premises. Nothing in this Section 5 or in any other section of this Agreement is intended to constitute, nor may be deemed or construed to constitute, a waiver by either the Grantee or La Grange Park of the defenses available to them under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to claims by third parties.

Section 6: Reserved Rights; Right to Relocate Facilities; Risks of Loss. La Grange Park hereby reserves the right to use the Easement Premises and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by the Grantee of the rights granted hereunder. La Grange Park also hereby reserves the right to relocate any or all of the fiber optic cable at any time to a location within the Easement Premises suitable to La Grange Park, at La Grange Park's cost, if La Grange Park determines that the fiber optic cable is interfering with La Grange Park's use of the Easement Premises. La Grange Park shall give the Grantee 30 days notice of La Grange Park's intent to undertake any such relocation. Further, La Grange Park shall coordinate its work with the Grantee, and shall undertake any relocation in a manner that minimizes to the full extent reasonably possible, disruption or impairment of the services provided by the fiber optic cable. In consideration of La Grange Park's agreement to allow the fiber optic cable in close proximity to La Grange Park facilities, the Grantee shall bear all risks, costs, and expenses related to any relocation of or damage to the fiber optic cable and La Grange Park shall not be responsible for any such risks, costs, or expenses; provided that La Grange Park shall be responsible for any damages caused by La Grange Park's willful or grossly negligent actions or omissions.

Section 7: Liens. The Grantee hereby represents and warrants that it will take all necessary action to keep all portions of the Easement Premises free and clear of all liens, claims, and demands, including without limitation mechanic's liens, in connection with any Installation or Maintenance or any other work performed by the Grantee or its agents on the Easement Premises.

Section 8: Compliance with Laws. All Installation or Maintenance and all repair and restoration of the Easement Premises by the Grantee shall comply with all applicable laws, statutes, building codes and regulations of general application (collectively "*Laws*"). This Agreement does not abrogate or supersede any applicable Laws requiring the parties to obtain permits, licenses, inspections, or approvals related to Installation or Maintenance.

Section 9: Breach by Grantee. If the Grantee breaches any provision in this Agreement and fails to commence to cure any such breach within 30 days after written notice thereof, or fails to diligently pursue and complete such cure after commencement, La Grange Park will have the right, but not the obligation, to perform the same and the Grantee must reimburse La Grange Park for all costs related to La Grange Park's performance of that cure, including without limitation reasonable attorneys fees related to that cure, together with interest accruing on such costs at a

rate of interest that does not exceed the maximum rate permitted by the Illinois Local Government Prompt Payment Act, in addition to any other right or remedy available at law or in equity.

Section 10: Covenants Running with the Land. The easements and rights granted in this Agreement and the terms of this Agreement are easements, rights, restrictions, agreements, and covenants running with the land, and this Agreement will be recorded against the Easement Premises and will be binding on and inure to the benefit of the Grantee and La Grange Park and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including without limitation all subsequent owners of the Easement Premises, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (A) the rule against perpetuities or some analogous statutory provision, (B) the rule restricting restraints on alienation, or (C) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements, or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States.

Section 11: Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered on the first day after delivery to an overnight courier service or on the third day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

If to La Grange Park:  
Village of La Grange Park  
Attention: Village Manager  
447 North Catherine Ave  
La Grange Park, Illinois 60526

If to Grantee:  
La Grange Park School District 102  
Attention: Superintendent  
333 North Park Road  
La Grange Park, Illinois 60526

Section 12: Amendment. No amendment or modification to this Agreement will be effective unless it is in writing and approved and executed by La Grange Park and the Grantee in accordance with all applicable statutory procedures.

Section 13: Authority to Execute. La Grange Park hereby warrants and represents to Grantee that the persons executing this Agreement on its behalf have been properly authorized to do so by La Grange Park. The Grantee hereby warrants and represents to La Grange Park that Grantee has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement.

Section 14: No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against La Grange Park or the Grantee.

IN WITNESS WHEREOF, La Grange Park and the Grantee have caused this instrument to be executed on the date first above written.

ATTEST:

VILLAGE OF LA GRANGE PARK,  
an Illinois municipal corporation

\_\_\_\_\_  
La Grange Park Village Clerk

\_\_\_\_\_  
La Grange Park Village Manager

ATTEST:

LA GRANGE PARK SCHOOL DISTRICT 102

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ILLINOIS    )  
                                  )  
COUNTY OF COOK     )     SS

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, the Village Manager of the **VILLAGE OF LA GRANGE  
PARK**, an Illinois municipal corporation, and by \_\_\_\_\_, the Village  
Clerk of said municipal corporation.

\_\_\_\_\_  
Signature of Notary

SEAL

My Commission expires: \_\_\_\_\_

\_\_\_\_\_

STATE OF ILLINOIS    )  
                                  )  
COUNTY OF COOK     )     SS

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, the \_\_\_\_\_ of **LA GRANGE PARK SCHOOL DISTRICT  
102**, an Illinois School District, and by \_\_\_\_\_, the \_\_\_\_\_ of  
said school district.

\_\_\_\_\_  
Signature of Notary

SEAL

My Commission expires: \_\_\_\_\_

**EXHIBIT A**

**DESCRIPTION OF EASEMENT PREMISES**

*[see next page]*

# Village Board Agenda Memo

**Date:** 5/30/14

**To:** President and Board of Trustees

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

**RE:** School District 102 – Fiber Optics Installation Between Ogden & Park Schools  
(Utility Easement Agreement)

---

**PURPOSE:** School District 102 is installing a fiber optics line in the alley located between Ogden and Park Schools during the summer. Before work can begin, the Village of La Grange Park needs to execute and have recorded an Utility Easement Agreement with School District 102.

**GENERAL BACKGROUND:**

Back in January of 1985, the Village of La Grange Park executed a De-Annexation document with the Village of La Grange for the alley located between Ogden and Park Schools. Because the Village of La Grange has a water main located on the southern edge of this alley, they hold an easement of this property in order to access their utilities. The proposed fiber optics line would be installed directly above the Village of La Grange's water main.

A Utility Easement Agreement was prepared and attached is a recommendation letter from Stephen Clark of Hancock Engineering, advising of no objections to permitting the work to be done as shown on the exhibits attached to the agreement.

Village Attorney Cathleen Keating has approved the Agreement.

**STAFF RECOMMENDATION:**

Staff recommends that the Utility Easement Agreement be executed by the Village Manager.

**MOTION/ACTION REQUESTED:**

*Due to the timing of this project, Staff is requesting that the Board discuss this item and vote on it at the June 10<sup>th</sup> Work Session Meeting.*

**“Motion approving execution of the Utility Easement Agreement between the Village of La Grange Park and School District 102 by the Village Manager.”**

**DOCUMENTATION:**

- April 17, 2014 Recommendation Letter from Stephen Clark of Hancock Engineering
- Utility Easement Agreement between the Village of La Grange Park and School District 102



**HANCOCK  
ENGINEERING**

100 Years of  
Excellence

Civil Engineers ♦ Municipal Consultants ♦ Established 1911

April 17, 2014

Mr. Brendan McLaughlin  
Director of Public Works  
Village of LaGrange Park  
447 N. Catherine Avenue  
LaGrange Park, IL 60526-2099

Re: Fiber Optic Installation in Alley  
North of Odgen Avenue, LaGrange Park, Illinois  
Utility Easement Agreement Review – LaGrange School District 102  
EHE No. 520-14-10045

Dear Mr. McLaughlin:

At your direction, our office has reviewed the Utility Easement Agreement and supporting documents submitted by LaGrange School District 102 for the above referenced project. Based upon the information provided in this submittal, we offer the following comments and observations:

1. The work proposed in this agreement is for the installation of a fiber optic cable in the alley north of Odgen Avenue between Odgen School and Park School. The agreement grants the right to install the fiber optic anywhere within the easement. The fiber optic cable is shown as being installed along the south edge of the alley ROW and in close proximity to the existing 8" water main owned by the Village of LaGrange. We have contacted LaGrange and insured that they are aware of the proximity of the proposed fiber optic cable. The location of the fiber optic cable as shown on the exhibit should not interfere with LaGrange Park's maintenance operations.

Based on this information, we have no objections to permitting the work as shown on the exhibits in the agreement.

If you should have any questions or concerns, please contact our office at your earliest convenience.

Sincerely,

EDWIN HANCOCK ENGINEERING CO.

Stephen B. Clark, P.E.

cc: Ms. Julia Cedillo, Village Manager – LaGrange Park  
Mr. Dean Maggos, Director of Fire and Building – LaGrange Park

Edwin Hancock Engineering Company

9933 Roosevelt Road ♦ Westchester, IL 60154-2749 ♦ Phone: 708-865-0300 ♦ Fax: 708-865-1212 ♦ www.ehancock.com

**This instrument prepared by  
and after recording return to:**

Cathleen M. Keating  
Martin, Craig, Chester  
& Sonnenschein  
2215 York Road, Suite 550  
Oak Brook, Illinois 60523

Reserved for Recorder's Office Only

**VILLAGE OF LA GRANGE PARK  
UTILITY EASEMENT AGREEMENT  
WITH LA GRANGE SCHOOL DISTRICT 102**

THIS AGREEMENT, dated as of \_\_\_\_\_ 2014, is made by the VILLAGE OF LA GRANGE PARK, an Illinois municipal corporation, ("*La Grange Park*") and La Grange School District 102, Cook County, Illinois (the "*Grantee*");

WITNESSETH:

WHEREAS, the Grantee desires to locate underground fiber optic communications cable within the real property described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "*Easement Premises*"); and

WHEREAS, La Grange Park is the legal owner of record of the real property within the Easement Premises that is situated within La Grange Park's corporate boundaries; and

WHEREAS, the remainder of the real property within the Easement Premises (the "*Remainder Property*") is situated within the corporate boundaries of the Village of La Grange Park, an Illinois municipal corporation, and the Village of La Grange Park owns the Remainder Property; and

WHEREAS, the Village of La Grange Park is granting to the Grantee an easement in the Remainder Property the same as or similar to the easement granted by La Grange Park to the Grantee, such that the Grantee will have the same easement over all of the Easement Premises regardless of which municipality owns and has corporate jurisdiction over a particular portion of the Easement Premises;

NOW, THEREFORE, in consideration of the sum of \$10.00 and the mutual covenants and agreements set forth herein and other good and valuable consideration

paid by the Grantee to La Grange Park, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1: Grant of Easement. La Grange Park hereby grants and conveys to the Grantee, and its successors and assigns, a perpetual easement and right of way to install, use, own, maintain, test, inspect, repair, replace, or remove (these activities hereinafter collectively referred to as "*Installation or Maintenance*") an underground fiber optic cable, subject to the terms and conditions of this Agreement in all portions of the Easement Premises that are located within La Grange Park's corporate limits, together with all reasonable rights of ingress and egress on, along, and across those portions of the Easement Premises.

Section 2: Insurance. Prior to entering the Easement Premises to undertake any Installation or Maintenance, the Grantee shall deliver to La Grange Park a certificate of insurance evidencing insurance that (a) in coverage and amounts is satisfactory to satisfy the Grantee's obligations under Sections 4 and 5 of this Agreement and (b) names and endorses La Grange Park as an additional insured.

Section 3: Installation. The Grantee agrees that each Installation or Maintenance of the fiber optic cable will be done and completed in a good and workmanlike manner, all at the sole expense of the Grantee and subject to inspection and approval by La Grange Park.

Section 4: Restoration. Upon completion of any Installation or Maintenance by the Grantee or any agent, servant, employee, or contractor, the Grantee must (a) replace and grade all topsoil removed or disturbed by the Grantee, (b) restore all fences, plantings, landscaping, and other improvements to a condition equivalent the condition of the improvement prior to the Installation or Maintenance if disturbed, damaged, or removed by the Grantee, and (c) replace any and all grass or sod removed by the Grantee with sod of good quality.

Section 5: Indemnification. The Grantee shall, without regard to the availability or unavailability of any insurance covering La Grange Park, indemnify La Grange Park and its officers, members, officials, employees, agents, attorneys, and representatives against, and hold La Grange Park and its officers, members, officials, employees, agents, attorneys, and representatives harmless from, any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses (including without limitation attorneys fees and administrative expenses), that may be sustained or incurred as a result of or in connection with Grantee's performance of, or failure to perform, its obligations under this Agreement, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or willful misconduct or fault of Grantee, but not including lawsuits, claims, demands, damages, liabilities, losses, and expenses sustained or incurred solely as a result of the negligence or willful misconduct of La Grange Park. Nothing in this Section 5 or in any other section of this Agreement is intended to constitute, nor may be deemed or construed to constitute, a waiver by either the Grantee or La Grange Park of the defenses available to them

under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to claims by third parties.

Section 6: Reserved Rights; Right to Relocate Facilities; Risks of Loss. La Grange Park hereby reserves the right to use the Easement Premises and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by the Grantee of the rights granted hereunder. La Grange Park also hereby reserves the right to relocate any or all of the fiber optic cable at any time to a location within the Easement Premises suitable to La Grange Park, at La Grange Park's cost, if La Grange Park determines that the fiber optic cable is interfering with La Grange Park's use of the Easement Premises. La Grange Park shall give the Grantee 30 days notice of La Grange Park's intent to undertake any such relocation. Further, La Grange Park shall coordinate its work with the Grantee, and shall undertake any relocation in a manner that minimizes to the full extent reasonably possible, disruption or impairment of the services provided by the fiber optic cable. In consideration of La Grange Park's agreement to allow the fiber optic cable in close proximity to La Grange Park facilities, the Grantee shall bear all risks, costs, and expenses related to any relocation of or damage to the fiber optic cable and La Grange Park shall not be responsible for any such risks, costs, or expenses; provided that La Grange Park shall be responsible for any damages caused by La Grange Park's willful or grossly negligent actions or omissions.

Section 7: Liens. The Grantee hereby represents and warrants that it will take all necessary action to keep all portions of the Easement Premises free and clear of all liens, claims, and demands, including without limitation mechanic's liens, in connection with any Installation or Maintenance or any other work performed by the Grantee or its agents on the Easement Premises.

Section 8: Compliance with Laws. All Installation or Maintenance and all repair and restoration of the Easement Premises by the Grantee shall comply with all applicable laws, statutes, building codes and regulations of general application (collectively "Laws"). This Agreement does not abrogate or supersede any applicable Laws requiring the parties to obtain permits, licenses, inspections, or approvals related to Installation or Maintenance.

Section 9: Breach by Grantee. If the Grantee breaches any provision in this Agreement and fails to commence to cure any such breach within 30 days after written notice thereof, or fails to diligently pursue and complete such cure after commencement, La Grange Park will have the right, but not the obligation, to perform the same and the Grantee must reimburse La Grange Park for all costs related to La Grange Park's performance of that cure, including without limitation reasonable attorneys fees related to that cure, together with interest accruing on such costs at a rate of interest that does not exceed the maximum rate permitted by the Illinois Local Government Prompt Payment Act, in addition to any other right or remedy available at law or in equity.

Section 10: Covenants Running with the Land. The easements and rights granted in this Agreement and the terms of this Agreement are easements, rights, restrictions, agreements, and covenants running with the land, and this Agreement will be recorded against the Easement Premises and will be binding on and inure to the benefit of the Grantee and La Grange Park and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including without limitation all subsequent owners of the Easement Premises, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (A) the rule against perpetuities or some analogous statutory provision, (B) the rule restricting restraints on alienation, or (C) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements, or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States.

Section 11: Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered on the first day after delivery to an overnight courier service or on the third day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

If to La Grange Park:  
Village of La Grange Park  
Attention: Village Manager  
447 North Catherine Ave  
La Grange Park, Illinois 60526

If to Grantee:  
La Grange School District 102  
Attention: Superintendent  
333 North Park Road  
La Grange Park, Illinois 60526

Section 12: Amendment. No amendment or modification to this Agreement will be effective unless it is in writing and approved and executed by La Grange Park and the Grantee in accordance with all applicable statutory procedures.

Section 13: Authority to Execute. La Grange Park hereby warrants and represents to Grantee that the persons executing this Agreement on its behalf have been properly authorized to do so by La Grange Park. The Grantee hereby warrants and represents to La Grange Park that Grantee has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement.

Section 14: No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against La Grange Park or the Grantee.

IN WITNESS WHEREOF, La Grange Park and the Grantee have caused this instrument to be executed on the date first above written.

ATTEST:

VILLAGE OF LA GRANGE PARK,  
an Illinois municipal corporation

\_\_\_\_\_  
La Grange Park Village Clerk

\_\_\_\_\_  
La Grange Park Village Manager

ATTEST:

LA GRANGE SCHOOL DISTRICT 102

By: *DA*

Its:

*David V. May*  
President

By:

Its:

*Greg E. Filch*  
Secretary

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, the Village Manager of the VILLAGE OF LA GRANGE  
PARK, an Illinois municipal corporation, and by \_\_\_\_\_, the Village  
Clerk of said municipal corporation.

\_\_\_\_\_  
Signature of Notary

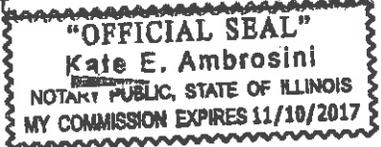
SEAL

My Commission expires: \_\_\_\_\_

\_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

This instrument was acknowledged before me on May 29, 2014, by  
David May, the Pres of LA GRANGE SCHOOL DISTRICT 102, an  
Illinois School District, and by Joyce Fitch, the VP of said school  
district.



Kate E. Ambrosini  
Signature of Notary

SEAL

My Commission expires: 11/10/17

EXHIBIT A

**DESCRIPTION OF EASEMENT PREMISES**

PARCEL 4 (Jurisdiction: Village of LaGrange Park per Doc. No. 86242062)  
THE SOUTH 7 FEET OF THE NORTH 18 FEET OF LOT A AND B, BLOCK 7 OF  
McWILLIAM'S AND PARKER'S ADDITION TO LAGRANGE, BEING A  
SUBDIVISION OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 4,  
TOWNSHIP 38 NORTHM RANGE 12, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, COOK COUNTY, ILLINOIS, LYING NORTH OF THE CENTER LINE  
OF OGDEN AVENE AND WEST OF THE CENTER LINE OF FIFTH AVENUE, AS  
RECORDED IN THE COOK COUNTY RECORDER'S OFFICE MAY 20, 1881 BY  
DOCUMENT NUMBER 327896

# **Finance Committee**

**Patricia Rocco, Chairwoman**

**Scott Mesick**

**James Kucera**

# Village Board Agenda Memo

Date: June 18, 2014  
To: Village President & Board of Trustees  
From: Julia Cedillo, Village Manager   
RE: Resolution Amending 2014-2015 Pay Plan

---

## GENERAL BACKGROUND

At the April 22<sup>nd</sup> Board Meeting, the Village Board approved a 2.0% COLA increase to salary ranges for all non-union full-time and part-time employees, effective May 1. This increase is applicable to the Police Commander and Sergeant positions. At the June 10<sup>th</sup> Work Session, the Village Board approved a one year contract with the Fraternal Order of Police, which included a wage increase of 2.25%.

Over the years pay raises for patrol officers have outpaced the pay raises for Sergeants, who are non-union employees, resulting in internal salary compression. This issue has been addressed by the Village Board over the last two years through the annual pay plan review and Resolution. In accordance with what has been approved in the last two years and based on the wage increases this year, it is recommended that the Police Commander and Sergeants positions are adjusted to include an additional 0.25% to the salary range. When combined with the previously approved 2.0% COLA increase, it equates to a 2.25% increase and is consistent with the increase patrol officers will receive under the Collective Bargaining Agreement. The budgetary impact totals \$1,145.

## MOTION/ACTION REQUESTED

**Motion:** Move to approve Resolution 14-18, "Resolution Amending Pay Plan and Schedule of Authorized Positions for FY2014-2015."

## DOCUMENTATION:

- Resolution 14-19, Resolution Amending Pay Plan and Schedule of Authorized Positions for FY 2014-2015

**RESOLUTION NO. 14-19**

**RESOLUTION AMENDING PAY PLAN AND SCHEDULE  
OF AUTHORIZED POSITIONS FOR FY 2014-2015**

WHEREAS, the Village of La Grange Park has adopted a pay plan that establishes ranges and pay rates for employees; and

WHEREAS, the Village of La Grange Park amends the pay plan annually to coincide with the adoption of the annual budget; and

WHEREAS, on April 22, 2014, the Village of La Grange Park approved Resolution 14-12, Approving Pay Plan and Schedule of Authorized Positions for FY 2014-2015;

WHEREAS, amending the Salary Range for Police Sergeants and Commander maintains consistency with the Salary Range increase for Police Patrol Officers under the Collective Bargaining Agreement with the Fraternal Order of Police, addressing internal salary compression.

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

Section 1: That the Amended Pay Plan and Schedule of Authorized Positions attached is hereby approved.

Section 2: That May 1, 2014, shall be the effective date of the amended Pay Plan and Schedule of Authorized Positions.

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois this 24<sup>th</sup> day of June 2014.

AYES:

NAYS:

ABSENT:

Approved this 24<sup>th</sup> day of June 2014.

\_\_\_\_\_  
James L. Discipio  
Village President

ATTEST:

\_\_\_\_\_  
Amanda Seidel

APPROVED AS TO FORM: 6/18/2014 Village Attorney

Village Clerk  
**SCHEDULE OF AUTHORIZED POSITIONS AND COMPENSATION**

*Amended*

**[Full-Time Employees]**

**FY 2014 - 2015**

Payroll Working Copy (Figures are exact)

	<b>AUTHORIZED POSITIONS</b>	<b>SALARY RANGE</b>	
<b>ADMINISTRATION</b>			
Village Manager	1	<i>VB Determines</i>	
Finance Director	1	76,468	116,574
Assistant Village Manager	1	69,358	106,928
Executive Secretary	1	44,709	66,863
Principal Fiscal Assistant	1	42,581	61,101
Senior Fiscal Assistant	1	38,621	55,607
Administrative Clerk	1	35,030	50,650
Fiscal Assistant	1	35,030	50,650
<b>FIRE/BUILDING DEPARTMENT</b>			
Director of Fire & Building	1	80,292	120,192
Building Inspector	1	49,841	71,199
<b>POLICE DEPARTMENT</b>			
Police Chief	1	80,292	120,192
Deputy Police Chief	1	69,358	107,998
Commander	1	<b>68,478</b>	<b>94,399</b>
Sergeants	4	<b>68,478</b>	<b>94,399</b>
Police Officers	14	<i>Union Contract</i>	
Telecommunicators	4	38,621	53,241
Secretary	1	38,621	53,241
Records Clerk	1	35,030	50,650
<b>PUBLIC WORKS DEPARTMENT</b>			
Public Works Director	1	76,468	116,574
Crew Foreman	1	<i>Union Contract</i>	
Mechanic	1	<i>Union Contract</i>	
Water Operator	1	<i>Union Contract</i>	
Maintenance Worker	5	<i>Union Contract</i>	

**SCHEDULE OF AUTHORIZED POSITIONS AND COMPENSATION**  
**[Part-Time & Seasonal Employees]**  
**FY 2014 - 2015**

	<u>AUTHORIZED POSITIONS</u>	<u>COMPENSATION</u>
<b>ADMINISTRATION</b>		
Village Clerk	1	\$11,874.84 / Year
Village Treasurer	1	\$10,578.42 / Year
Building Inspector	1	\$27.77 - \$38.23 / Hour
Summer Intern	0	\$10.91 / Hour
<b>POLICE DEPARTMENT</b>		
Police Officers	3	\$22.55 / Hour
Auxiliary Officers	4	\$15.40 / Hour
Sgt - Auxiliary Officers	1	\$16.11 / Hour
Telecommunicators	3	\$18.55 - \$21.71 / Hour
Crossing Guards	9	\$14.01 / Hour
<b>PUBLIC WORKS DEPARTMENT</b>		
Seasonal Maint Workers	5	\$10.60 / (year 1) \$11.76 / (year 2) \$12.87 / (year 3)
Executive Secy (8 Hrs/Week)	1	\$21.26 - \$32.14 / Hour
<b>FIRE DEPARTMENT</b>		
Division Chief	3	\$28.79 - \$40.44 / Hour
Captain	2	\$27.44 - \$38.52 / Hour
Lieutenant	4	\$24.88 - \$34.95 / Hour
Firefighter	40	\$22.57 - \$31.70 / Hour

# **President's Report**

# Village Board Agenda Memo

Date: June 18, 2014  
To: Village Board of Trustees  
From: President James Discipio  
RE: **Appointment to the Zoning Board of Appeals (ZBA)**

---

## **GENERAL BACKGROUND:**

Mr. Rob Fosberg has submitted a letter of resignation from the Village's Zoning Board of Appeals. Mr. Fosberg's term does not expire until 5/1/15. I am recommending that Mr. Anthony Griffin be appointed to serve the unexpired term. Mr. Griffin currently serves on the Plan Commission and is enthusiastic to serve on the ZBA. I offer his name for the Village Board's consideration to be appointed to the Zoning Board of Appeals to fill the current vacancy and term.

## **MOTION / ACTION REQUESTED:**

**Motion: Move to advise and consent to the appointment of Anthony Griffin to the Zoning Board of Appeals for a term to expire in May 2015.**

**Attachment: Anthony Griffin's Commission Application**



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

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

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

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

---

NAME: Anthony Griffin

EMAIL ADDRESS: [REDACTED]

ADDRESS: 336 North Kensington Avenue

PHONE: (Daytime) [REDACTED] (Evening) [REDACTED]

DATE OF APPLICATION: December 3, 2012

**CURRENT EMPLOYMENT INFORMATION**

POSITION: Executive Director

EMPLOYER: Berwyn Development Corporation

ADDRESS: 3322 South Oak Park Avenue Berwyn IL

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

Plan Commission

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

I believe that planning and development decisions are an integral part of creating and maintaining a great community. I have a good amount of experience in urban planning, economic development and public finance which will allow me to make informed/prudent decisions for the Village and our residents.

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

Great War Vet; MPA degree with a concentration in urban planning + economic development; 11 years of urban planning experience at the local level; experience of working with planning commissions, updating comp plans; corridor revitalization and retail market analysis

(Use additional pages if necessary)

Can submit resume if needed

**Please mark your areas of interest below.  
(You may check more than one.)**

Zoning Board of Appeals

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

R

Plan Commission

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

Traffic, Safety, and Engineering Committee

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

\_\_\_\_\_ **Board of Police Commissioners**

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

\_\_\_\_\_ **Police Pension Fund**

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

\_\_\_\_\_ **Cool Village Commission**

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

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

**THANK YOU FOR YOUR INTEREST!**

## **Items of Interest**

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

---

**2014 MEETINGS REMINDER**

July 8, 2014	Work Session Meeting	7:30 p.m.	Village Hall
July 22, 2014	Village Board Meeting	7:30 p.m.	Village Hall
August 12, 2014	Work Session Meeting	7:30 p.m.	Village Hall
August 26, 2014	Village Board Meeting	7:30 p.m.	Village Hall
September 9, 2014	Work Session Meeting	7:30 p.m.	Village Hall
September 23, 2014	Village Board Meeting	7:30 p.m.	Village Hall
October 14, 2014	Work Session Meeting	7:30 p.m.	Village Hall
October 28, 2014	Village Board Meeting	7:30 p.m.	Village Hall
November 11, 2014	Work Session Meeting	7:30 p.m.	Village Hall
November 25, 2014	Village Board Meeting	7:30 p.m.	Village Hall
December 9, 2014	Work Session Meeting	7:30 p.m.	Village Hall