

PRESIDENT
Dr. James L. Discipio

VILLAGE MANAGER
Julia A. Ccdillo

VILLAGE CLERK
Amanda G. Seidel



TRUSTEES
Rimas V. Kozica
Scott F. Mesick
Patricia B. Rocco
Marshall Seeder
Susan M. Storcel
LaVelle Topps

VILLAGE BOARD MEETING

Tuesday, JUNE 26, 2012 – 7:30 p.m.

AGENDA

1. **Call meeting to order**
 2. **Pledge of Allegiance**
 3. **Roll Call**
 4. **Presentation to Outgoing Youth Commissioner Jack Roache**
 5. **Presentation to Administrative Intern Traci Steger**
 6. **Presentation – Cagwood Consulting (Chris Ganschow)**
 7. **Public Participation (Agenda Related Items Only)**
 8. **Consent Agenda (Roll Call Vote)**
- A. Approval of Minutes
 - (i) Village Board Meeting – May 22, 2012
 - (ii) Executive Session Meeting – May 22, 2012
 - (iii) Work Session Meeting – June 12, 2012
 - (iv) Executive Session Meeting – June 12, 2012
 - B. Action – Motion to Approve An Ordinance Ascertainning Prevailing Wage Rates for Construction Work in Cook County
 - C. Action – Motion to Approve the Purchase of Two (2) Police Vehicles from Currie Motors in Frankfort, IL in the amount of \$50,232
 - D. Action – Motion to Approve Expenditure Related to the Purchase of Four (4) Street Light Poles
 - E. Action – Motion to Approve an Ordinance Amending the La Grange Park Municipal Code as Amended (Public Parking Lot Regulations)
 - F. Action – Motion to Approve the Letter of Intent to Participate as the Non-Federal Partner and the Self-Certification of Financial Capability (South LaGrange Road Water Main Replacement Grant)
 - G. Action – Motion to Accept the Schematic Design Deliverable and Direct the PW Garage Committee to Further Develop Project Cost Estimates and Next Steps
 - H. 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
 - I. 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 24, 2012 subsequent approval of the Payroll Register and Voucher Register by the Board of Trustees at its regular meeting to be held on July 24, 2012.

VILLAGE BOARD MEETING
Tuesday, JUNE 26 – 7:30 p.m.

AGENDA (continued – Page 2

9. **Village Manager's Report**
10. **Administration Committee** – Susan Storcel, Chairwomen
 - A. Monthly Report
11. **Building & Zoning Committee** – Rimas Kozica, Chairman
 - A. Monthly Report
 - B. Discussion – Proposed Modifications to the Village's Municipal Code
12. **Engineering & Capital Projects Committee** – Marshall Seeder, Chairman
 - A. Monthly Report
13. **Public Safety Committee** – LaVelle Topps, Chairman
 - A. Monthly Report– Police Department
 - B. Monthly Report – Fire Department
14. **Public Works Committee** – Scott Mesick, Chairman
 - A. Monthly Report – Public Works Department
 - B. Monthly Report – Water Department
15. **Finance Committee** – Patricia Rocco, Chairwoman
 - A. Monthly Report
16. **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
17. **Village President**
18. **Public Participation (Non-Agenda Related Items *Only*)**
19. **New Business**
20. **Executive Session – Motion to move into Executive Session for purpose of discussing 1) *appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body according to 5 ILCS 120/2 (c)(1)***
21. **Adjourn**

Village Work Session Meeting: July 10, 2012
Next Village Board Meeting: July 24,, 2012



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.



This Certificate of Appreciation

IS AWARDED TO

Jack Roache

**In recognition of and in appreciation for his dedicated service on the
Village of La Grange Park Youth Commission**

Amanda G. Seidel, Village Clerk

James L. Discipio, Village President

Tuesday the 26th Day of June, 2012



**This Certificate of Recognition &
Appreciation**

IS AWARDED TO

Traci Steger

In recognition of and in appreciation for her support & dedication and her
accomplishment in securing the ILCMA Summer Conference Scholarship

Amanda G. Seidel, Village Clerk

James L. Discipio, Village President

Tuesday the 26th Day of June, 2012

Village Board Agenda Memo

Date: June 20, 2012

To: Village President and Board of Trustees

From: Emily Rodman, Assistant Village Manager 

Re: **ILCMA Summer Conference Scholarship**

The Illinois City/County Management Association (ILCMA) organizes biannual conferences to strengthen and improve the field of municipal and county governments by educating members on the current issues and developments in local government management.

This past May, our Administrative Intern, Traci Steger, was awarded the ILCMA Summer Conference Scholarship. This scholarship covers the costs for conference attendance, including, lodging and meals. In order to qualify as a candidate, Traci was required to submit a letter detailing her purpose for attending the Conference, along with what she hoped to learn and gain from the sessions and networking opportunities. Traci also included a statement of academic and career goals that outlined her passion for local government finance and administration. Village Manager, Julia Cedillo, and Director of Fire and Building, Dean Maggos, submitted letters of recommendation to the Scholarship Committee endorsing Traci as a candidate for the scholarship.

The 2012 ILCMA Summer Conference's theme is "Developing New Directions: Setting the Future Against the Past". Traci is looking forward to attending the keynote speaker, Peter Leyden, who will be speaking on the "megatrends" of the economy, technology, energy, demographics and politics; moreover, Mr. Leyden will address the implications and potential impact of these trends on local governments. As a candidate for a Masters in Public Administration with a concentration in Financial Management, Traci is also interested in the *Dramatic Change in Municipal Finance* session presented by Chris Minick, Finance Director of the City of St. Charles. The conference will also provide her with the opportunity to network and develop professional connections with city administrators and fellow interns.

On behalf of the Village Board and staff, I would like to congratulate Traci on this impressive accomplishment. I had the opportunity to attend the ILCMA Winter Conference with Traci, and I know she will take full advantage of the learning and networking opportunities at the Summer Conference.

Consent Agenda Items

Village Board Agenda Memo

Date: June 1, 2012

To: President & Board of Trustees

From: Julia Cedillo, 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. 952

**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 2012. 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 26, 2012.

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois, this 26th day of June, 2012.

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 2012

(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		35.200	35.700	1.5	1.5	2.0	12.18	8.820	0.000	0.450
ASBESTOS ABT-MEC		BLD		32.850	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER		BLD		43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON		BLD		39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
CEMENT MASON		ALL		41.850	43.850	2.0	1.5	2.0	10.70	10.76	0.000	0.320
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	9.200	6.680	0.000	0.580
COMM. ELECT.		BLD		36.440	38.940	1.5	1.5	2.0	8.420	8.910	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		41.850	46.850	1.5	1.5	2.0	10.27	13.01	0.000	0.320
ELECTRIC PWR GRNDMAN		ALL		32.640	46.850	1.5	1.5	2.0	8.000	10.12	0.000	0.240
ELECTRIC PWR LINEMAN		ALL		41.850	46.850	1.5	1.5	2.0	10.27	13.01	0.000	0.320
ELECTRICIAN		ALL		40.400	43.000	1.5	1.5	2.0	13.83	7.920	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		48.560	54.630	2.0	2.0	2.0	11.03	11.96	2.910	0.000
FENCE ERECTOR		ALL		32.660	34.660	1.5	1.5	2.0	12.42	10.00	0.000	0.250
GLAZIER		BLD		38.500	40.000	1.5	2.0	2.0	11.49	14.64	0.000	0.840
HT/FROST INSULATOR		BLD		43.800	46.300	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	12.18	8.820	0.000	0.450
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.980	8.950	0.000	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	9.300	11.17	0.000	0.660
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	9.300	11.17	0.000	0.730
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
OPERATING ENGINEER		BLD 1		45.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 2		43.800	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 3		41.250	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 4		39.500	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 5		48.850	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 6		46.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 7		48.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		FLT 1		51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 2		49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 3		44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 4		36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 1		43.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 2		42.750	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 3		40.700	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 4		39.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 5		38.100	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 6		46.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 7		44.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
ORNAMNTL IRON WORKER		ALL		40.200	42.700	2.0	2.0	2.0	12.67	15.61	0.000	0.500
PAINTER		ALL		38.000	42.750	1.5	1.5	1.5	9.750	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
PILEDRIVER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
PIPEFITTER		BLD		44.050	47.050	1.5	1.5	2.0	8.460	13.85	0.000	1.820
PLASTERER		BLD		39.250	41.610	1.5	1.5	2.0	10.60	10.69	0.000	0.550
PLUMBER		BLD		44.750	46.750	1.5	1.5	2.0	11.59	9.060	0.000	0.780
ROOFER		BLD		37.650	40.650	1.5	1.5	2.0	8.380	6.820	0.000	0.430
SHEETMETAL WORKER		BLD		40.560	43.800	1.5	1.5	2.0	9.880	16.54	0.000	0.630
SIGN HANGER		BLD		29.460	29.960	1.5	1.5	2.0	4.800	2.980	0.000	0.000

SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	9.750	8.200	0.000	0.450
STEEL ERECTOR	ALL	40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
STONE MASON	BLD	39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
TERRAZZO FINISHER	BLD	35.150	0.000	1.5	1.5	2.0	9.200	9.070	0.000	0.430
TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	9.200	10.41	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	9.200	8.390	0.000	0.640
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	39.950	40.950	1.5	1.5	2.0	8.180	10.57	0.000	0.790

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; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; 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; 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; 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; 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; Bobcats (up to and including $\frac{3}{4}$ cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including $\frac{3}{4}$ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

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: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; 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; Hydraulic Backhoes; Backhoes with shear attachments; 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; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; 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; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; 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; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling 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.; Fireman on Boilers; 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); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

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.

Village Board Agenda Memo

Date: June 13, 2012

To: Village President and Board of Trustees

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

Re: Purchase of Two (2) Police Vehicles – Joint Purchasing

GENERAL BACKGROUND

The 2012-13 Village of LaGrange Park Budget authorizes the purchase of two (2) police vehicles. The Northwest Municipal Conference has awarded this year's vehicle contract to Currie Motors of Frankfort, Illinois on 2012 Chevrolet Tahoe Police Vehicles. Each vehicle, in accordance with the department's specifications, would cost \$25,116. The total cost would amount to \$50,232. This would exclude the installation of equipment, striping, etc.

A total of \$52,000 been earmarked in the budget for purchasing two police vehicles. The Judicial Advisory Council of Cook County, Illinois has approved Justice Assistance Grant funding in the amount of \$5,000 to be used to supplement this purchase. The addition of this funding will enable the equipment installation, striping, etc., and, as a result, the purchase will remain well within the budgeted amount. The vehicles are in-stock and available for immediate delivery.

DOCUMENTATION

The vehicle spec information is attached, along with the May 31, 2012 quote from Mr. Tom Sullivan of Currie Motors in the amount of \$50,232 for the two vehicles.

MOTION/ACTION REQUESTED

This requested purchase was discussed at the June 12, 2012 Work Session and it was recommended for placement on the Consent Agenda for approval at the June 26, 2012 Regular Village Board Meeting.

RECOMMENDATION

Staff recommends approval of the purchase of two (2) police vehicles from Currie Motors in Frankfort, Illinois in the amount of \$50,232.

Currie Motors Fleet Forest Park
SPC Contract Winner
2012 Chevrolet Tahoe 4x2 Police Pursuit Vehicle

Call Tom Sullivan (815) 464-9200

Standard Package: \$23,986.00
\$246 less than 2011!!

Warranty 5 Year 100,000 Powertrain

- Free Delivery Within 30 miles
- Air Bags - dual stage frontal, driver and right front passenger with passenger sensing system.
- Air Bags - head curtain side impact, first and second row outboard seating positions with rollover sensor
- Air Bags - seat mounted side impact, driver and right front passenger for thorax and pelvic protection
- Air Conditioning - dual zone manual climate control & rear auxiliary
- Assist Handles - front passenger and second row outboard
- Audio System – AM/FM Stereo with CD Player
- Cruise Control – electronic
- Defogger – rear window electric
- Door Locks – power programmable with lockout protection
- Engine – Vortec 5.3L V8 SFI FlexFuel
- Headliner – cloth
- Heater – rear auxiliary with passenger heating ducts
- Instrumentation – analog
- Key – single two sided
- LATCH System – Lower Anchors and Top tethers for Children) for child safety seats
- Lighting – interior with dome light, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions
- Mirror – inside rearview manual day/night
- Power Outlets – 3 auxiliary, 12-volt, includes 2 on the instrument panel and 1 in the cargo area
- Remote vehicle starter prep package – includes Remote Keyless Entry
- Safety Belts – 3-point, driver and front passenger in all seating positions
- Seat Adjuster – driver 6-way power
- Seats – 40/20/40 split-bench with custom cloth, 3-passenger, driver and front passenger manual reclining, center fold-down armrest with storage, lockable storage compartments in seat cushion (includes auxiliary power outlet), adjustable outboard head restraints and storage pockets

- Seat Delete – 3rd row passenger
- Steering Column, tilt-wheel, adjustable with brake/transmission shift interlock
- Steering Wheel – vinyl
- Theft-deterrent System – vehicle, PASS-Key III
- Tire Pressure Monitoring System- (does not apply to spare tire)
- Visors
- Warning Tones
- Windows – power with driver Express-down and lockout features
- Assist Steps – black
- Daytime Running Lamps – with automatic exterior lamp control
- Door Handles – black
- Fascia – front color keyed
- Fascia – rear color keyed
- Glass – Solar-Ray deep tinted (all windows except light-tinted glass on windshield and driver and front passenger side glass)
- Headlamps – dual halogen composite with automatic exterior lamp control and flash-to-pass feature
- Liftgate – with liftglass, rear door system with rear-window wiper/washer
- Mirrors – outside heated power-adjustable, manual-folding
- Recovery Hooks – front, frame-mounted
- Tire – spare P265/70R17
- Tires – P265/70R17 all-season, blackwall
- Tire Carrier – lockable outside spare, winch-type mounted under frame at rear
- Wheel – 17” full-size, steel spare
- Wipers – front intermittent wet-arm with flat blade and pulse washers
- Wiper – rear intermittent with washer
- Alternator – 160 amps
- Brakes – 4-wheel anti-lock, 4-wheel disc, VAC power
- Cooling – auxiliary transmission oil cooler, heavy-duty air-to-oil
- Cooling – external engine oil cooler
- StabiliTrak – stability control system with Proactive Roll Avoidance and Traction Control
- Steering – power
- Suspension – front coil-over shock with stabilizer bar
- Suspension – rear multi-link with coil springs
- Suspension Package – police rated
- Transmission – 6-speed automatic electronically controlled with overdrive
- XM Radio Delete

Additional Options and Order Form

Please enter the following:

GM Fan Code		
Contact Name		Quantity
Phone Number		<div style="border: 1px solid black; width: 80px; height: 50px; margin: 0 auto;"></div>
Purchase Order Number		
State Tax Exempt Number		

PLEASE SUBMIT P.O. TO:

Currie Motors Fleet
7901 W. Roosevelt Rd.
Forest Park, IL 60461
PHONE: (815)464-9200 FAX: (815)464-7500
Contact Person: Tom Sullivan
thomasfsullivan@msn.com

Check desired options:

4x4 Special Services Vehicle - \$2,249 less than last year!	\$5,385.00
Content Theft Alarm Disable	STD
Identifier for Special Services Vehicle	N/C
Ignition – 100-amp main power supply	\$50.00
OnStar	NA
Seats – front cloth and second row vinyl. Provides cloth front seats with power driver-side but retains standard vinyl trim on 2 nd row seats	STD
Ship Thru to Kerr Industries – required for post plant assembly and 2 nd stage optional content. Dealer “invoice only” charge for transportation costs to move vehicle from plant to 2 nd stage activity and return vehicle to plant	Included
Ground Studs – auxiliary, 2 per vehicle in the rear compartment	Included
Luggage Rack – delete	Included
Radio Suppression – braided brass straps attached to various body locations	Included
Wheels – 4-17”x7.5” steel	Included
Special Service Package Only (4x4) Trailer Package – heavy-duty, includes (KNP) external transmission oil cooler and (KC4) engine oil cooler, provides increased trailering capacities	\$265.00
Air Cleaner – high capacity	STD
Battery – heavy-duty 730 cold-cranking amps	STD
Console Delete Required with Bucket Seats	N/C
Door Handles – inside rear doors inoperative (doors can only be opened from the outside)	\$66.00

	Floor Covering – color-keyed carpeting	\$190.00
	Key Common – complete special service vehicle fleet	\$25.00
	Remote Keyless Entry Fleet Package – programmable, includes 6 additional remotes	\$75.00
	Remote Vehicle Starter System – includes remote keyless entry	\$195.00
	Seat Adjuster – front passenger 6-way power	Included
	Seats – front bucket with premium cloth, 6-way power driver and front passenger seat adjuster, outboard adjustable head restraints, floor console and rear storage pockets (<i>requires console delete</i>)	\$135.00
	Switches – rear window inoperative (rear windows can only operate from driver's position)	\$56.00
	Wiring – auxiliary speaker	\$55.00
	Wiring – grille lamps and speakers	\$102.00
	Wiring – horn and siren circuit	\$36.00
	Special Solid Paint – one color	\$275.00
	Flasher System – headlamp and tail lamp, DRL compatible with control wire	\$480.00
	Headlamps, daytime running lamps and automatic headlamp control delete	\$1.00
	License Plate Bracket – front (will be forced on orders with ship-to states that require a front license plate)	\$15.00
	Moldings – color keyed body side	\$100.00
	Roof-Mounted Lamp – provisions	\$30.00
	Spot lamp – left-hand	\$460.00
	Spot lamps – left and right-hand	\$820.00
	Tire – spare P265/70R17 on/off-road, black wall (SSV only)	STD
	Tires – P265/70R17 on/off-road, black wall (SSV only)	STD
	Wheels – 4-17" x 7.5" bright aluminum 4x4 SSV only	\$395.00
	Batteries – dual heavy-duty 730 cold-cranking amps	\$115.00
	Brake Controller – integrated trailer	\$200.00
	Differential – heavy-duty locking rear	\$295.00
	Emissions – federal requirements	N/C
	Engine Block Heater	\$75.00
	Skid Plate Package	STD
	City Brake Package	\$125.00

Other Options:

	Delivery of more than 30+ miles	\$150.00
	Detailed Shop Manual (CD)	\$250.00

Additional Options/Deletions Available:

	Rust Proofing	\$295.00
	Secure - idle override	\$285.00

Exterior Colors:

	Mocha Steel Metallic	N/C
	Black PPV only	N/C
	Summit White	N/C
	Gold Mist Metallic	N/C
	Black Granite Metallic (additional charge)	\$195.00
	Crystal Red Tint Coat	\$195.00

Interior Colors:

	Ebony
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Factory Order Cutoff TBD

If we have missed an option that you need please call

Tom Sullivan (815) 464-9200

**Currie Motors Fleet
9423 W. Lincoln Highway
Frankfort, IL. 60423**

May 31, 2012

La Grange Park Police Department

2012 Chevrolet Tahoe	\$23986.00
Locking Differential	295.00
Dual Batteries	135.00
Bucket Seats	115.00
City Brakes	125.00
Drivers Spot Light	460.00
Total	\$25116.00
2 Units	\$50,232.00

Summit White Ebony Cloth

VIN# 1GNLC2E05CR289926
1GNLC2E07CR294173

Village Board Agenda Memo

DATE: June 19, 2012

TO: Village President and Board of Trustees

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

RE: Procurement of Street Light Poles for Use on La Grange Road

GENERAL BACKGROUND:

Staff is seeking approval for an expenditure to purchase four (4) street light poles (including the fixture with lamp/arm) specifically to be used on La Grange Road. The Public Works Department typically has in storage at the garage two street light poles, however during the month of May there were two accidents which occurred and one in the beginning of June on La Grange Road, and it was necessary to replace the street light poles thereby depleting the entire stock.

In the original Work Session Agenda Memo dated May 29, 2012, Staff was requesting the purchase of two street light poles. A revised Board Agenda Memo dated June 12, 2012, was given to the Work Session advising of the necessity to change the purchase from two to four street light poles, after another accident occurred on June 11th.

In order to match the existing poles on La Grange Road, the Village continues to purchase Millerbernd poles and Sterner fixtures from Gexpro.

Attached is documentation from Gexpro, showing the purchase price of four street light poles (including the fixture with lamp/arm) is \$22,760. Funding for this purchase is available in 01-44-3-306, Public Works, Services "Street Light & Traffic Control Maint."

MOTION/ACTION REQUESTED:

Motion: Move to approve expenditure related to the purchase of four street light poles.

STAFF RECOMMENDATION:

Staff recommends approval of the expenditure.

WORK SESSION RECOMMENDATION:

The Work Session met on June 12, 2012, and concurred with Staff's recommendation to purchase four street light poles, and directed that this item be placed on the Board Consent Agenda for the June 26th meeting.

DOCUMENTATION:

- Quote from Gexpro dated June 13, 2012



QUOTATION NO. _____

DATE 13-Jun-12

TERMS-
% CASH DISCOUNT AS SHOWN
10TH PROX-NET 11TH PROX

Job: VILLAGE OF LAGRANGE PARK

Unless otherwise stated, this quotation expires 30 days from its date, may be modified or withdrawn, by Gexpro prior to any acceptance and supersedes all previous quotations and agreements relating to this transaction. All communications should refer to the quotation number and be addressed to our office.

VILLAGE OF LAGRANGE PARK
ATTN: BECKY SREJMA

FROM: SEAN COSTELLO
PHONE: 630-718-8562 FAX: 630-718-8517

GEXPRO
2235 CORPORATE LN
NAPERVILLE, IL 60563

WE THANK YOU FOR YOUR INQUIRY AND ARE PLEASED TO QUOTE AS FOLLOWS:

Qty	Type	Mfg.	Description	Unit Price	Extended Total
4			MILLERBERND POLE WITH STERNER FIXTURE W/LAMP AND ARM - POLE LESS ANCHOR BOLTS	\$5,690.00	\$22,760.00
			SUBJECT TO MFG.'S TERMS AND CONDITIONS FREIGHT ALLOWED AS QUOTED		
			TOTAL PAGE 1 NOT INCLUDING TAX		\$22,760.00

WE HOPE THAT WE SHALL BE FAVORED WITH YOUR ORDER. ATTIC STOCK IF NEEDED IS NOT INCLUDED IN THIS BID
PARTIAL SHIPMENTS AND/OR RESHIPMENT OF ANCHOR BOLTS WILL INCUR FREIGHT CHARGES.

All sales are subject to Gexpro's Terms & Conditions of sale at the time of the quotation. Gexpro's Standard Terms and Conditions of Sale are available at www.Gexpro.com/terms.
This quotation supersedes all previous quotations relating to this transaction. Due to market conditions, all products or items set forth in this quotation are subject to price increases through time of shipment unless this quotation expressly states that pricing for any such products or items is firm and fixed. Any services included in this quotation and listed as not being performed by Gexpro shall be provided on a pass-through basis with the actual service provider's terms and conditions governing the provisions of the services.
Notwithstanding anything to the contrary in Customer's purchase order or any subsequent documents, Gexpro expressly objects to any additional or different terms proposed by Customer, and no such terms will be binding on Gexpro unless specifically agreed to in writing by a Gexpro officer or person holding a valid delegation of authority from the Company evidenced by a Secretary's Certificate bearing the corporate seal.

GEX-101 (7/2010)

Village Board Agenda Memo

Date: June 6, 2012

To: Village President & Board of Trustees

From: Julia Cedillo, Village Manager 

RE: Beach Avenue Parking Lot – Parking Regulations Ordinance

GENERAL BACKGROUND:

At the May 22, 2012 Village Board Meeting, the Board approved a bid from Chicagoland Paving Contractors for the construction of a public parking lot, to be located at 1029 Beach Avenue. The Village's preliminary schedule for this project was such that paving would begin mid to late June, hardscape would be completed by the end of July and electric and landscape work will be completed shortly thereafter. In more recent discussions with the contractor, we now understand that it will take a few more weeks for the contractor to mobilize. Therefore, we now expect that construction will commence by mid-July.

In anticipation of the completion of the parking lot, staff (Assistant Manager, Police Chief, and Village Manager) met to discuss public safety concerns and parking policies regarding the utilization of the lot. As such, staff is providing the following recommendations, for the Board's consideration.

- Patrol of the lot will be integrated in the existing patrol of the area.
- Onsite camera monitoring is not recommended. The site is readily visible from the street. Further, lot size is small enough where the cost, maintenance and monitoring of cameras is not cost effective.
- Consistent with Village streets, no parking will be allowed from 2:00 a.m. to 6:00 a.m., unless permission is granted by the Police Department.
- Parked vehicles shall not encroach upon an adjacent parking space, and vehicles shall not be backed into a parking space.
- Parking will be limited in accordance with posted signs. *Staff recommends that the maximum duration be ninety (90) minutes.*
- Any violation of the above mentioned parking regulations shall pay a fine of \$20.

RECOMMENDATION:

Staff has prepared a draft Ordinance outlining the various regulations, for the Board's review and consideration.

MOTION / ACTION REQUESTED:

This matter is being placed on the agenda for the Village Board Work Session on June 12, 2012. If the consensus of the President and Board of Trustees is to approve the attached Ordinance, the matter will be placed on the Consent Agenda of the June 26, 2012 Regular Village Board Meeting for approval.

If approved, the Village will post official signs prohibiting parking beyond the duration of ninety (90) minutes, once the construction of the lot is complete. Please note that the ordinance language does not designate a specific parking time limit. This will allow the Village to pilot the designated parking duration and make any adjustments in the future, as deemed necessary.

DOCUMENTATION:

- Ordinance Amending the “La Grange Park Municipal Code” as Amended (Public Parking Lot Regulations).

ORDINANCE NO. 953

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

WHEREAS, the Village President and Board of Trustees have determined that it is in the best interests of the Village to establish regulations and enforce the manner of parking within public parking lots, tracts or parcels of land acquired or hereafter acquired by title to or dominion over, by purchase, license, lease or otherwise within the Village of La Grange Park, Cook County, Illinois.

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

SECTION 1: That the La Grange Park Municipal Code be and is hereby amended to add a new Chapter 78 entitled “Public Parking Lot Regulations” and the following sections:

78. PUBLIC PARKING LOT

- (A) Definition. Public Parking Lot as used in this section shall have the following meaning: any areas, lots, tracts or parcels of land acquired or hereafter acquired by the Village through title, purchase, license, lease or other lawful means and authorized by the Village for the purpose of parking motor vehicles.

78.01 PUBLIC PARKING LOT REGULATIONS

- (A) Whenever the Village shall designate an area as a public parking lot, the following conditions and the following rules and regulations shall apply in the use thereof:
- (1) It shall be unlawful for any person, firm or corporation to park, permit, cause or procure to be parked or to suffer any motor vehicle to remain within any public parking lot within the Village, between the hours of 2:00 a.m. and 6:00 a.m unless the person, firm or corporation has received permission from the La Grange Park Police Department.
 - (2) Whenever the Village shall cause lines or marks to be placed in any public parking lot designating individual spaces, it shall be unlawful for any person, firm or corporation to park or place a motor vehicle in such public parking lot so as to encroach upon an adjacent designated space, or by backing said vehicle into said parking space, or except within the lines so designated.
 - (3) It shall be unlawful to park any motor vehicle in any public parking lot at any time in violation of official signs prohibiting parking or beyond the duration of allowable parking times.

78.02 PENALTY

Any person violating this chapter shall pay a fine of \$20. If the fine is not paid within 10 days of the violation date, the provisions of Section 70.093 shall apply. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable hereunder as such.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

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

Village President

ATTEST: _____
Village Clerk

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

AYES:

NOS:

Village Board Agenda Memo

Date: June 7, 2012

To: President and Board of Trustees

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

RE: South LaGrange Road Water Main Replacement Grant

PURPOSE:

To request authorization at the June Village Board Meeting to send a Letter of Intent to Participate as the Non-Federal Partner to the Army Corps of Engineers and execute a Self-Certification of Financial Capability document. A secondary purpose of this agenda item is to introduce the Project Partnership Agreement which is currently under staff and legal review and will be on the agenda for Village Board consideration in July.

GENERAL BACKGROUND:

The Fiscal Year 2012/13 Water Fund Budget includes \$890,000 (\$115,000 for engineering and \$775,000 for construction) for the South La Grange Road Water Main. The ACOE has allocated \$500,000 for this project, of which they retain \$100,000 to fund project management.

The project will replace the six inch water main from Brewster to Oak with a ten inch water main. In order to meet federal regulations related to the grant and maximize the dollars available to the Village, it is necessary to break the project into two segments. The first segment will be done through the ACOE's grant. The second segment will be bid and overseen by the Village using the remaining water funds budgeted for this project. The first segment runs from Brewster to Woodlawn. The second segment starts at Woodlawn and ends at Oak. The water main will be under the sidewalk on LaGrange Road. Daily lane closures will occur between 9:00 A.M. and 3:00 P.M.

The ACOE is coordinating with Hancock Engineering to finalize the engineering plans and prepare the bid specifications. The Solicitation Notice is scheduled to be issued in Late July with a Pre-Bid Conference to take place on August 14th. The bid opening and award of contract would then take place in September. Construction would commence in Spring 2013. Following the ACOE's Bid Award, the Village will issue the bid documents for our segment of the project (Brewster to Woodlawn) and our construction would follow the ACOE's segment.

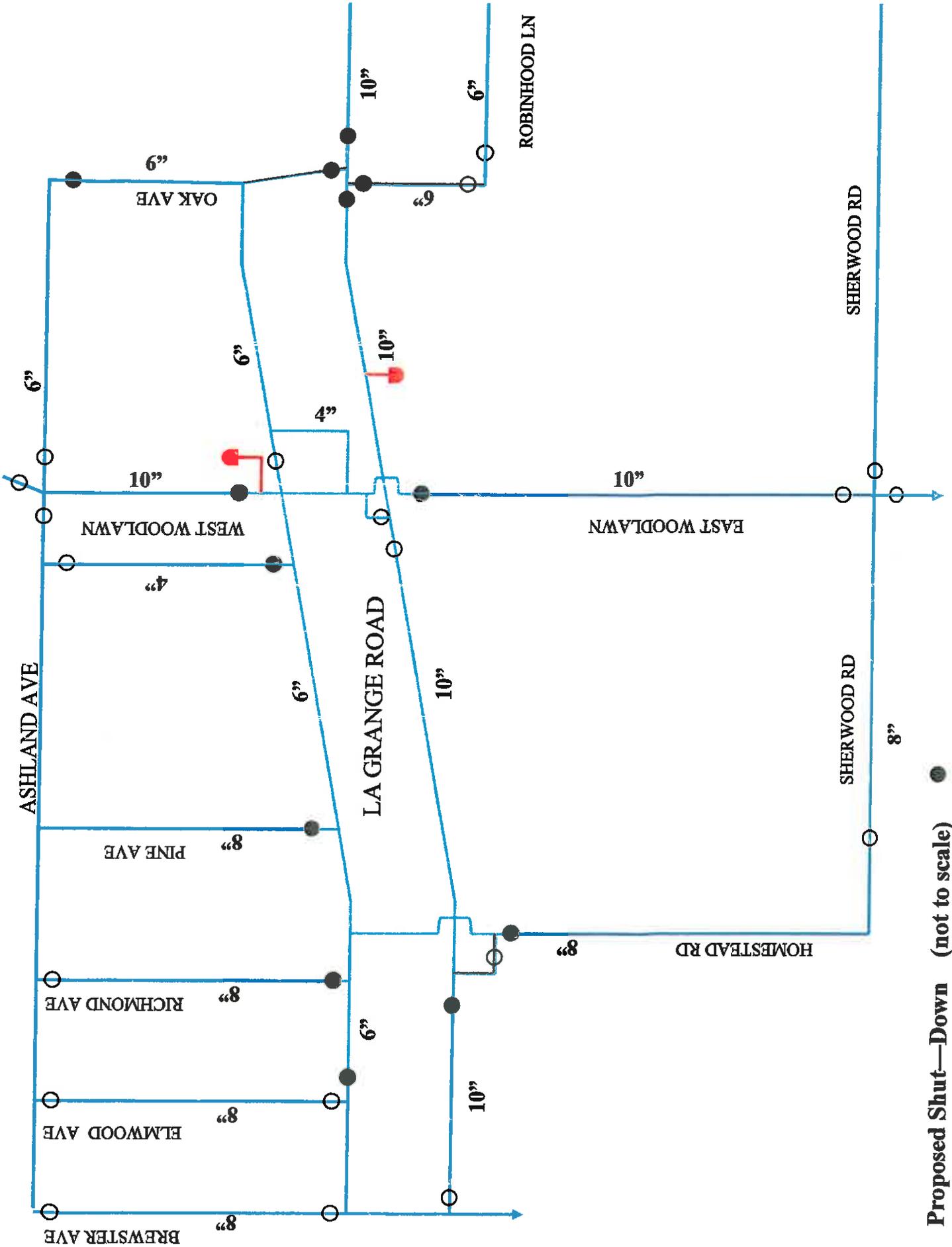
This project will benefit La Grange Park residents by improving area water flows available for fire protection, replacing aging infrastructure and reducing the risk for water main breaks that can impact LaGrange Road traffic.

MOTION/ACTION REQUESTED:

This item is for discussion purposes and is seeking approval to place the Letter of Intent to Participate as the Non-Federal Partner and the Self-Certification of Financial Capability document on the agenda for approval at the June Village Board Meeting.

DOCUMENTATION:

- Location Map
- Letter of Intent
- Self-Certification of Financial Capability
- Project Partnership Agreement



Proposed Shut—Down (not to scale)

COL Frederic Drummond
District Commander
U.S. Army Corps of Engineers, Chicago District
111 North Canal Street, Suite 600
Chicago, Illinois 60606

Dear COL Drummond:

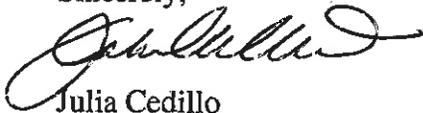
This letter is to confirm the interest of the Village of La Grange Park in completing a water main replacement using a Section 219 project that the Corps of Engineers is prepared to undertake. The location is along La Grange Road in Cook County, Illinois. The Village of La Grange Park has the intent to act as the local sponsor of the project. We understand that the non-Federal responsibility for Section 219 projects includes providing 25 percent of the total project costs. We also understand that we would be required to provide all lands, easements, rights-of-ways, relocations and disposals (LERRDs) necessary for construction and for operation and maintenance, and that we are responsible for project operation and maintenance.

This letter confirms that we concur with the findings in the Letter Report, and we have reviewed the Project Partnership Agreement (PPA) and understand its provisions. And we hereby express our financial and legal willingness, and authority to execute the PPA.

NFS has set aside funds in the amount of \$250,000 for the project, and they have been placed in the Water Fund solely for the purposes of this project. Mr. Pierre Garesche, Finance Director at (708) 354-0225 is the point of contact for verifying the presence of these funds. We also understand that based on the informal value estimate for the real estate, the estimated LERRDs credits are \$1,000. This brings the total non-federal sponsor contribution available for the project to \$251,000.

This letter in no way commits or contractually binds the Village of La Grange Park to future participation in the project. It is strictly an expression of interest and intent to participate as the non-Federal sponsor if the project is beneficial to and consistent with the overall interests of the NFS. Only execution of a formal Project Partnership Agreement with the Corps of Engineers will constitute a firm, contractually binding commitment by the Village of La Grange Park.

Sincerely,



Julia Cedillo
Village Manager
Authorized Representative
Village of La Grange Park, Illinois

VILLAGE OF LA GRANGE PARK, COOK COUNTY, ILLINOIS
SELF-CERTIFICATION OF FINANCIAL CAPABILITY
FOR THE LA GRANGE RD. WATER MAIN REPLACEMENT,
LA GRANGE PARK, COOK COUNTY, ILLINOIS
PROJECT COOPERATION AGREEMENT

I, _____, do hereby certify that I am the **Chief Financial Officer** of the **Village of LaGrange Park, Cook County, Illinois** (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the **, La Grange Park, Cook County, Illinois** Project; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the **La Grange Rd. Water Main Replacement, La Grange Park, Cook County, Illinois** Project Partnership Agreement.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____, 2012.

BY: _____
Pierre Garesché
Finance Director
Chief Financial Officer
Village of LaGrange Park, Cook County, Illinois

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
VILLAGE OF LA GRANGE PARK, COOK COUNTY, ILLINOIS
FOR
DESIGN AND CONSTRUCTION
ASSISTANCE
FOR THE
VILLAGE OF LA GRANGE PARK, ILLINOIS
WATER SYSTEM UPGRADES PROJECT

THIS AGREEMENT is entered into this _____ day of _____, _____, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, Chicago District and the Village of La Grange Park, Cook County, Illinois (hereinafter the "Non-Federal Sponsor"), represented by the Village Manager.

WITNESSETH, THAT:

WHEREAS, the Secretary of the Army is authorized to provide design and construction assistance for designated water-related environmental infrastructure and resource protection and development projects pursuant to Section 219 of the Water Resources Development Act of 1992, Public Law 102-580, as amended (hereinafter the "Section 219 Program");

WHEREAS, the provision of design and construction assistance for the water-related infrastructure and resource protection and development (hereinafter the "Section 219 Assistance Project") at Cook County, Illinois was authorized by Section 219(f)(54) of the Water Resources Development Act of 1992, Public Law 102-580, as amended;

WHEREAS, the Government and the Non-Federal Sponsor desire to enter into an agreement (hereinafter the "Agreement") for the provision of design and construction assistance for the Village of La Grange Park, Illinois Water System Upgrades Project (an element of the Section 219 Assistance Project and hereinafter the "*Project*", as defined in Article I.A. of this Agreement);

WHEREAS, Section 219 of the Water Resources Development Act of 1992, Public Law 102-580, as amended, specifies the cost-sharing requirements applicable to the *Project*;

WHEREAS, Section 219(f)(54) of the Water Resources Development Act of 1992, Public Law 102-580, as amended, provides that \$35,000,000 in Federal funds is authorized for design and construction assistance for the Section 219 Assistance Project;

WHEREAS, the Non-Federal Sponsor intends to provide a design or portion thereof, at no cost to the *Project*, for use by the Government in constructing the *Project* if such design, or portion thereof, is determined by the Government to be acceptable for such purpose;

WHEREAS, the Government and Non-Federal Sponsor have the full authority and capability to perform as hereinafter set forth and intend to cooperate in cost-sharing and financing of the *Project* in accordance with the terms of this Agreement; and

WHEREAS, the Government and the Non-Federal Sponsor, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the Government and the Non-Federal Sponsor through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the Government and the Non-Federal Sponsor, and facilitate the successful implementation of the *Project*.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree as follows:

ARTICLE I - DEFINITIONS

A. The term "*Project*" shall mean replacing approximately 2500 feet of six inch waterline with larger diameter ten inch pipe to improve water flow and pressure within the Village of La Grange Park in Cook County, Illinois as generally described in the Village of La Grange Park Waterline Improvements Project Letter Report, dated _____, 2012 and approved by U.S. Army Engineer, Chicago District on _____, 2012.

B. The term "*total project costs*" shall mean the sum of all costs incurred by the Non-Federal Sponsor and the Government in accordance with the terms of this Agreement directly related to design and construction of the *Project*. Subject to the provisions of this Agreement, the term shall include, but is not necessarily limited to: the Government's design costs not incurred pursuant to any other agreement for the *Project*; the Government's costs of preparation of environmental compliance documentation in accordance with Article II.A.4. of this Agreement; the Government's costs of review and modifications to the design, or any portion thereof, provided by the Non-Federal Sponsor in accordance with Article II.A.1. of this Agreement; the Non-Federal Sponsor's and the Government's costs of investigations to identify the existence and extent of hazardous substances in accordance with Article XIV.A. of this Agreement; the Government's costs of historic preservation activities in accordance with Article XVII.A. and Article XVII.B.1. of this Agreement; the Government's actual construction costs; the Government's supervision and administration costs; the Non-Federal Sponsor's and the Government's costs of participation in the Project Coordination Team in accordance with Article V of this Agreement; the Government's costs of contract dispute settlements or awards; the value of lands, easements, rights-of-way, and *relocations* for which the Government affords credit in accordance with Article IV of this Agreement but not to exceed 25 percent of total project costs; and the

Non-Federal Sponsor's and the Government's costs of audit in accordance with Article X.B. and Article X.C. of this Agreement. The term does not include any costs for operation, maintenance, repair, rehabilitation, or replacement of the *Project*; any costs of *betterments* under Article II.H.2. of this Agreement; any costs of dispute resolution under Article VII of this Agreement; the Government's costs for data recovery activities associated with historic preservation in accordance with Article XVII.B.2. and Article XVII.B.3. of this Agreement; or the Non-Federal Sponsor's costs of negotiating this Agreement. The term also shall not include any costs incurred by the Non-Federal Sponsor, its contractors, or others on behalf of the Non-Federal Sponsor for preparing or providing a design, or any portion thereof, for the *Project* in accordance with Article II.A.1. of this Agreement.

C. The term "*period of design and construction*" shall mean the time from the effective date of this Agreement to the date that construction of the *Project* is complete, as determined by the Government, or the date that this Agreement is terminated in accordance with Article II.C. or Article XIII or Article XIV.C. of this Agreement, whichever is earlier.

D. The term "*financial obligations for design and construction*" shall mean the financial obligations of the Government that result or would result in costs that are or would be included in *total project costs* except for obligations pertaining to the provision of lands, easements, and rights-of-way, and the performance of *relocations*.

E. The term "*non-Federal proportionate share*" shall mean the ratio of the Non-Federal Sponsor's total contribution of funds required by Article II.B.2. of this Agreement to *financial obligations for design and construction*, as projected by the Government.

F. The term "*highway*" shall mean any highway, roadway, street, or way, including any bridge thereof, that is owned by a public entity.

G. The term "*relocation*" shall mean providing a functionally equivalent facility to the owner of a utility, cemetery, *highway*, railroad, or public facility when such action is authorized in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may take the form of alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

H. The term "*betterment*" shall mean a difference in the design or construction of an element of the *Project* that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to the design or construction of that element. The term does not include any design or construction for features not included in the *Project* as defined in paragraph A. of this Article.

I. The term "*Federal program funds*" shall mean funds provided by a Federal agency, other than the Department of the Army, plus any non-Federal contribution required as a matching share therefor.

J. The term “*Section 219 Project Limit*” shall mean the statutory limitation on the Government’s financial participation in the design and construction of the Section 219 Assistance Project as specified in Section 219(f) of the Water Resources Development Act of 1992, Public Law 102-580, as amended. As of the effective date of this Agreement, such limitation is \$35,000,000.

K. The term “*fiscal year*” shall mean one year beginning on October 1 and ending on September 30.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

A. The Government, subject to receiving funds appropriated by the Congress of the United States (hereinafter the “Congress”) and using those funds and funds provided by the Non-Federal Sponsor, expeditiously shall design and construct the *Project* utilizing the portion of the design provided by the Non-Federal Sponsor that the Government determines to be acceptable in accordance with paragraph A.1. of this Article, and applying those procedures usually applied to Federal projects, in accordance with Federal laws, regulations, and policies.

1. The Non-Federal Sponsor expeditiously shall prepare and provide to the Government a design, or the portion thereof that the Non-Federal Sponsor has specified in writing that it intends to provide, for use in constructing the *Project*. The Government shall review such design, or portion thereof, to ensure compliance with applicable Federal laws, regulations, and policies including those related to bidability, constructability, operability and environmental acceptability. The Government, in its sole discretion, may accept, modify, or reject such design, or any portion thereof, for use in constructing the *Project*. Prior to commencement of review by the Government of such design, the Non-Federal Sponsor shall provide a written certification and warranty to the Government that the design provided by the Non-Federal Sponsor is free from any legal encumbrances and use restrictions, including but not limited to, any intellectual property rights and outstanding licensing requirements.

2. If the Non-Federal Sponsor fails to provide a design, or the specified portion thereof, for the *Project*, or the Government determines that the design, or any portion thereof, provided by the Non-Federal Sponsor is inadequate for any reason, the Government, subject to the availability of funds and the *Section 219 Project Limit*, may design the *Project* or complete the design of the *Project*.

3. The Government shall not issue the solicitation for the first contract for design of the *Project*, commence design of the *Project* using the Government’s own forces, or commence review of a design, or any portion thereof, provided by the Non-Federal Sponsor in accordance with paragraph A.1. of this Article, until the Non-Federal Sponsor has confirmed in writing its willingness to proceed with the *Project*.

4. The Government shall develop and coordinate as required, an Environmental Assessment and Finding of No Significant Impact or an Environmental Impact Statement and Record of Decision, as necessary, to inform the public regarding the environmental impacts of the *Project* in accordance with the National Environmental Policy Act of 1969 (hereinafter "NEPA") (42 U.S.C. 4321-4370e). However, the Government shall not issue the solicitation for the first construction contract for the *Project* or commence construction of the *Project* using the Government's own forces until all applicable environmental laws and regulations have been complied with, including, but not limited to NEPA and Section 401 of the Federal Water Pollution Control Act (33 U.S.C. 1341).

5. The Government shall afford the Non-Federal Sponsor the opportunity to review and comment on the solicitations for all contracts, including relevant plans and specifications, prior to the Government's issuance of such solicitations. To the extent possible, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Non-Federal Sponsor with notification of a contract modification is not possible prior to execution of the contract modification, the Government shall provide such notification in writing at the earliest date possible. To the extent possible, the Government also shall afford the Non-Federal Sponsor the opportunity to review and comment on all contract claims prior to resolution thereof. The Government shall consider in good faith the comments of the Non-Federal Sponsor, but the contents of solicitations, award of contracts or commencement of design or construction using the Government's own forces, execution of contract modifications, resolution of contract claims, and performance of all work on the *Project* shall be exclusively within the control of the Government.

6. At the time the U.S. Army Engineer, Chicago District (hereinafter the "District Engineer") furnishes the contractor with the Government's Written Notice of Acceptance of Completed Work for each contract awarded by the Government for the *Project*, the District Engineer shall furnish a copy thereof to the Non-Federal Sponsor.

7. Notwithstanding paragraph A.5. of this Article, if the award of any contract for design or construction of the *Project*, or continuation of design or construction of the *Project* using the Government's own forces, would result in *total project costs* exceeding \$667,000, the Government and the Non-Federal Sponsor agree to defer award of that contract, award of all remaining contracts for design or construction of the *Project*, and continuation of design or construction of the *Project* using the Government's own forces until such time as the Government and the Non-Federal Sponsor agree in writing to proceed with further contract awards for the *Project* or the continuation of design or construction of the *Project* using the Government's own forces, but in no event shall the award of contracts or the continuation of design or construction of the *Project* using the Government's own forces be deferred for more than three years. Notwithstanding this general provision for deferral, in the event the Assistant Secretary of the Army (Civil Works) makes a written determination that the award of such contract or contracts or continuation of design or construction of the *Project* using the

Government's own forces must proceed in order to comply with law or to protect human life or property from imminent and substantial harm, the Government, after consultation with the Non-Federal Sponsor, may award a contract or contracts, or continue with design or construction of the *Project* using the Government's own forces.

B. The Non-Federal Sponsor shall contribute 25 percent of *total project costs* in accordance with the provisions of this paragraph.

1. In accordance with Article III of this Agreement, the Non-Federal Sponsor shall provide all lands, easements, and rights-of-way, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material, and shall perform or ensure performance of all *relocations* that the Government determines to be required or to be necessary for construction, operation, and maintenance of the *Project*.

2. The Non-Federal Sponsor shall provide funds in accordance with Article VI.B. of this Agreement in the amount necessary to meet the Non-Federal Sponsor's required share of 25 percent of *total project costs* if the Government projects at any time that the collective value of the following contributions will be less than such required share: (a) the value of the Non-Federal Sponsor's contributions under paragraph B.1. of this Article, as determined in accordance with Article IV of this Agreement that do not exceed 25 percent of *total project costs*; and (b) the value of the Non-Federal Sponsor's contributions under Article V, Article X, and Article XIV.A. of this Agreement.

3. The Government, subject to the availability of funds and as limited by the *Section 219 Project Limit*, shall refund or reimburse to the Non-Federal Sponsor any contributions in excess of 25 percent of *total project costs* if the Government determines at any time that the collective value of the following contributions has exceeded 25 percent of *total project costs*: (a) the value of the Non-Federal Sponsor's contributions under paragraph B.2. of this Article; (b) the value of the Non-Federal Sponsor's contributions under paragraph B.1. of this Article, as determined in accordance with Article IV of this Agreement that do not exceed 25 percent of *total project costs*; and (c) the value of the Non-Federal Sponsor's contributions under Article V, Article X, and Article XIV.A. of this Agreement.

4. The Government shall not include in *total project costs* any costs that were incurred by the Non-Federal Sponsor, its contractors, or others on behalf of the Non-Federal Sponsor for preparing or providing a design, or any portion thereof, to the Government in accordance with paragraph A.1. of this Article and the Non-Federal Sponsor shall not be entitled to any credit, refund, or reimbursement for such costs.

C. Notwithstanding any other provision of this Agreement, Federal financial participation in the *Project* is limited by the following provisions of this paragraph.

1. As of the effective date of this Agreement, \$2,181,000 of Federal funds have been provided by Congress for the Section 219 Assistance Project of which \$500,000 is currently projected to be available for the *Project*. The Government makes

no commitment to request Congress to provide additional Federal funds for the Section 219 Assistance Project or the *Project*. Further, the Government's financial participation in the *Project* is limited to the Federal funds that the Government makes available to the *Project*.

2. In the event the Government projects that the amount of Federal funds the Government will make available to the *Project* through the then-current *fiscal year*, or the amount of Federal funds the Government will make available for the *Project* through the upcoming *fiscal year*, is not sufficient to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities associated with historic preservation in accordance with Article XVII.B.2. and Article XVII.B.3. of this Agreement that the Government projects to be incurred through the then-current or upcoming *fiscal year*, as applicable, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Project* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Project*, future performance under this Agreement shall be suspended and the parties shall proceed in accordance with Article XIII.B. of this Agreement.

3. If the Government determines that the total amount of Federal funds provided by Congress for the Section 219 Assistance Project has reached the *Section 219 Project Limit*, and the Government projects that the Federal funds the Government will make available to the *Project* within the *Section 219 Project Limit* will not be sufficient to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities associated with historic preservation in accordance with Article XVII.B.2. and Article XVII.B.3. of this Agreement, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Project* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Project* within the *Section 219 Project Limit*, the parties shall terminate this Agreement and proceed in accordance with Article XIII.E. of this Agreement.

D. When the District Engineer determines that the entire *Project*, or a portion thereof, is complete, the District Engineer shall so notify the Non-Federal Sponsor in writing and furnish the Non-Federal Sponsor with a final Operation, Maintenance, Repair, Rehabilitation, and Replacement Manual (hereinafter the "OMRR&R Manual") or, if the final OMRR&R Manual is not available, an interim OMRR&R Manual for the entire *Project* or such completed portion. Upon such notification, the Government also shall furnish to the Non-Federal Sponsor a copy of all final as-built drawings for the entire *Project* or such completed portion if such drawings are available. Not later than 6 months after such notification by the Government that the entire *Project* is complete, the Government shall furnish the Non-Federal Sponsor with the final OMRR&R Manual and all final as-built drawings for the entire *Project*. In the event the final OMRR&R Manual or all final as-built drawings for the entire *Project* cannot be completed within the 6 month period, the Government shall provide written notice to the Non-Federal Sponsor,

and the Government and the Non-Federal Sponsor shall negotiate an acceptable completion date for furnishing such documents. Further, after completion of all contracts for the *Project*, copies of all of the Government's Written Notices of Acceptance of Completed Work for all contracts for the *Project* that have not been provided previously shall be provided to the Non-Federal Sponsor.

E. Upon notification from the District Engineer in accordance with paragraph D. of this Article, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the entire *Project*, or the completed portion thereof as the case may be, in accordance with Article VIII of this Agreement.

F. Upon conclusion of the *period of design and construction*, the Government shall conduct an accounting, in accordance with Article VI.C. of this Agreement, and furnish the results to the Non-Federal Sponsor.

G. The Non-Federal Sponsor shall not use *Federal program funds* to meet any of its obligations for the *Project* under this Agreement unless the Federal agency providing the Federal portion of such funds verifies in writing that expenditure of such funds for such purpose is expressly authorized by Federal law.

H. The Non-Federal Sponsor may request the Government to perform or provide, on behalf of the Non-Federal Sponsor, one or more of the services (hereinafter the "additional work") described in this paragraph. Such requests shall be in writing and shall describe the additional work requested to be performed or provided. If in its sole discretion the Government elects to perform or provide the requested additional work or any portion thereof, it shall so notify the Non-Federal Sponsor in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsor shall be solely responsible for all costs of the additional work performed or provided by the Government under this paragraph and shall pay all such costs in accordance with Article VI.D. of this Agreement.

1. Acquisition of lands, easements, and rights-of-way or performance of *relocations* for the *Project*. Notwithstanding acquisition of lands, easements, and rights-of-way or performance of *relocations* by the Government, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for any costs of cleanup and response in accordance with Article XIV.C. of this Agreement.

2. Inclusion of *betterments* in the design or construction of the *Project*. In the event the Government elects to include any such *betterments*, the Government shall allocate the costs of the *Project* features that include *betterments* between *total project costs* and the costs of the *betterments*.

ARTICLE III - LANDS, EASEMENTS, RIGHTS-OF-WAY, RELOCATIONS, AND COMPLIANCE WITH PUBLIC LAW 91-646, AS AMENDED

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the lands, easements, and rights-of-way that the Government determines the Non-Federal Sponsor must provide, in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with acquisition of such lands, easements, and rights-of-way. Prior to the issuance of the solicitation for each Government contract for construction of the *Project*, or prior to the Government incurring any *financial obligations for design and construction* of a portion of the *Project* using the Government's own forces, the Non-Federal Sponsor shall acquire all lands, easements, and rights-of-way the Government determines the Non-Federal Sponsor must provide for that work and shall provide the Government with authorization for entry thereto. Furthermore, prior to the end of the *period of design and construction*, the Non-Federal Sponsor shall acquire all lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, as set forth in such descriptions, and shall provide the Government with authorization for entry thereto. The Non-Federal Sponsor shall ensure that lands, easements, and rights-of-way that the Government determines to be required for the *Project* and that were provided by the Non-Federal Sponsor are retained in public ownership for uses compatible with the authorized purposes of the *Project*.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the *relocations* necessary for construction, operation, and maintenance of the *Project*, including those necessary to enable the borrowing of material or the disposal of dredged or excavated material. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such *relocations* in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with such *relocations*. Prior to the issuance of the solicitation for each Government contract for construction of the *Project*, or prior to the Government incurring any *financial obligations for design and construction* of a portion of the *Project* using the Government's own forces, the Non-Federal Sponsor shall prepare or ensure the preparation of plans and specifications for, and perform or ensure the performance of, all *relocations* the Government determines to be necessary for that work. Furthermore, prior to the end of the *period of design and construction*, the Non-Federal Sponsor shall perform or ensure performance of all *relocations* as set forth in such descriptions.

C. The Non-Federal Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4601-4655), and the Uniform Regulations contained in 49 C.F.R. Part 24, in acquiring lands, easements, and rights-of-way required for

construction, operation, and maintenance of the *Project*, including those required for *relocations*, the borrowing of material, or the disposal of dredged or excavated material, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

ARTICLE IV - CREDIT FOR VALUE OF LANDS, EASEMENTS, RIGHTS-OF-WAY, AND RELOCATIONS

A. The Government shall include in *total project costs* and afford credit toward the Non-Federal Sponsor's share of *total project costs* for the value of the lands, easements, and rights-of-way that the Non-Federal Sponsor must provide pursuant to Article III.A. of this Agreement and for the value of the *relocations* that the Non-Federal Sponsor must perform or for which it must ensure performance pursuant to Article III.B. of this Agreement. However, no amount shall be included in *total project costs* and no credit shall be afforded for the value of any lands, easements, rights-of-way, or *relocations* that have been provided previously as an item of cooperation for another Federal project. In addition, no amount shall be included in *total project costs* and no credit shall be afforded for the value of lands, easements, rights-of-way, or *relocations* that were acquired or performed using *Federal program funds* unless the Federal agency providing the Federal portion of such funds verifies in writing that affording credit for the value of such items is expressly authorized by Federal law. Finally, no amount shall be included in *total project costs*, no credit shall be afforded pursuant to this Article, and no reimbursement shall be provided to the Non-Federal Sponsor, for any value in excess of 25 percent of *total project costs*.

B. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the value of any contribution provided pursuant to Article III.A. or Article III.B. of this Agreement. Upon receipt of such documents, the Government in a timely manner shall determine the value of such contributions and include in *total project costs* the amount of such value that does not exceed 25 percent of *total project costs*.

C. For the purposes of determining the value to be included in *total project costs* and the amount of credit to be afforded in accordance with this Article and except as otherwise provided in paragraph E. of this Article, the value of lands, easements, and rights-of-way, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material, shall be the fair market value of the real property interests, plus certain incidental costs of acquiring those interests, as determined in accordance with the provisions of this paragraph.

1. Date of Valuation. The fair market value of lands, easements, or rights-of-way owned by the Non-Federal Sponsor on the effective date of this Agreement shall be the fair market value of such real property interests as of the date the Non-Federal Sponsor provides the Government with authorization for entry thereto. The fair market value of lands, easements, or rights-of-way acquired by the Non-Federal Sponsor after the effective

date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

2. General Valuation Procedure. Except as provided in paragraph C.3. or paragraph C.5. of this Article, the fair market value of lands, easements, or rights-of-way shall be determined in accordance with the provisions of this paragraph.

a. The Non-Federal Sponsor shall obtain, for each real property interest, an appraisal that is prepared by a qualified appraiser who is acceptable to the Non-Federal Sponsor and the Government. The Non-Federal Sponsor shall provide the Government with the appraisal no later than 6 months after the Non-Federal Sponsor provides the Government with an authorization for entry for such real property interest. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. The fair market value shall be the amount set forth in the Non-Federal Sponsor's appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's appraisal, the Non-Federal Sponsor may obtain a second appraisal, and the fair market value shall be the amount set forth in the Non-Federal Sponsor's second appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's second appraisal, the Non-Federal Sponsor chooses not to obtain a second appraisal, or the Non-Federal Sponsor does not provide the first appraisal as required in this paragraph, the Government shall obtain an appraisal, and the fair market value shall be the amount set forth in the Government's appraisal, if such appraisal is approved by the Non-Federal Sponsor. In the event the Non-Federal Sponsor does not approve the Government's appraisal, the Government, after consultation with the Non-Federal Sponsor, shall consider the Government's and the Non-Federal Sponsor's appraisals and determine an amount based thereon, which shall be deemed to be the fair market value.

b. Where the amount paid or proposed to be paid by the Non-Federal Sponsor for the real property interest exceeds the amount determined pursuant to paragraph C.2.a. of this Article, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the amount determined pursuant to paragraph C.2.a. of this Article, but not to exceed the amount actually paid or proposed to be paid. If the Government approves such an amount, the fair market value shall be the lesser of the approved amount or the amount paid by the Non-Federal Sponsor, but no less than the amount determined pursuant to paragraph C.2.a. of this Article.

3. Eminent Domain Valuation Procedure. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor, prior to instituting such proceedings, shall submit to the Government notification in writing of its intent to institute such proceedings and an appraisal of the specific real property interests to be acquired in such proceedings. The Government shall have 60 calendar days after receipt of such a notice and appraisal within which to review the appraisal, if not previously approved by the Government in writing.

a. If the Government previously has approved the appraisal in writing, or if the Government provides written approval of, or takes no action on, the appraisal within such 60 day period, the Non-Federal Sponsor shall use the amount set forth in such appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

b. If the Government provides written disapproval of the appraisal, including the reasons for disapproval, within such 60 day period, the Government and the Non-Federal Sponsor shall consult in good faith to promptly resolve the issues or areas of disagreement that are identified in the Government's written disapproval. If, after such good faith consultation, the Government and the Non-Federal Sponsor agree as to an appropriate amount, then the Non-Federal Sponsor shall use that amount as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If, after such good faith consultation, the Government and the Non-Federal Sponsor cannot agree as to an appropriate amount, then the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

c. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted in accordance with paragraph C.3. of this Article, fair market value shall be either the amount of the court award for the real property interests taken, to the extent the Government determined such interests are required for construction, operation, and maintenance of the *Project*, or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

4. Incidental Costs. For lands, easements, or rights-of-way acquired by the Non-Federal Sponsor within a five year period preceding the effective date of this Agreement, or at any time after the effective date of this Agreement, the value of the interest shall include the documented incidental costs of acquiring the interest, as determined by the Government, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. In the event the Government modifies its determination made pursuant to Article III.A. of this Agreement, the Government shall afford credit for the documented incidental costs associated with preparing to acquire the lands, easements, or rights-of-way identified in the original determination, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. Such incidental costs shall include, but not necessarily be limited to, closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.C. of this Agreement, and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of a real property interest in accordance with Article III of this Agreement. The value of the interests provided by the Non-Federal Sponsor in accordance with Article III.A. of this Agreement shall also include the documented costs of obtaining appraisals pursuant to paragraph C.2. of this Article, as determined by the

Government, and subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

5. Waiver of Appraisal. Except as required by paragraph C.3. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if it determines that an appraisal is unnecessary because the valuation is uncomplicated and that the estimated fair market value of the real property interest is \$10,000 or less based upon a review of available data. In such event, the Government and the Non-Federal Sponsor must agree in writing to the value of such real property interest in an amount not in excess of \$10,000.

D. After consultation with the Non-Federal Sponsor, the Government shall determine the value of *relocations* in accordance with the provisions of this paragraph.

1. For a *relocation* other than a *highway*, the value shall be only that portion of *relocation* costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

2. For a *relocation* of a *highway*, the value shall be only that portion of *relocation* costs that would be necessary to accomplish the *relocation* in accordance with the design standard that the State of Illinois would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

3. *Relocation* costs shall include, but not necessarily be limited to, actual costs of performing the *relocation*; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with performance of the *relocation*, as determined by the Government. *Relocation* costs shall not include any costs due to *betterments*, as determined by the Government, nor any additional cost of using new material when suitable used material is available. *Relocation* costs shall be subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

4. Any credit afforded under the terms of this Agreement for the value of *relocations* performed within the *Project* boundaries is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)). Notwithstanding any other provision of this Agreement, credit may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

E. Where the Government, on behalf of the Non-Federal Sponsor pursuant to Article II.H.1. of this Agreement, acquires lands, easements, or rights-of-way, or performs *relocations*, the value to be included in *total project costs* and the amount of credit to be

afforded in accordance with this Agreement shall be the costs of such work performed or provided by the Government that are paid by the Non-Federal Sponsor in accordance with Article VI.D. of this Agreement. In addition, the value to be included in *total project costs* and the amount of such credit to be afforded in accordance with this Agreement shall include the documented costs incurred by the Non-Federal Sponsor in accordance with the terms and conditions agreed upon in writing pursuant to Article II.H.1. of this Agreement subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

ARTICLE V - PROJECT COORDINATION TEAM

A. To provide for consistent and effective communication, the Non-Federal Sponsor and the Government, not later than 30 calendar days after the effective date of this Agreement, shall appoint named senior representatives to a Project Coordination Team. Thereafter, the Project Coordination Team shall meet regularly until the end of the *period of design and construction*. The Government's Project Manager and a counterpart named by the Non-Federal Sponsor shall co-chair the Project Coordination Team.

B. The Government's Project Manager and the Non-Federal Sponsor's counterpart shall keep the Project Coordination Team informed of the progress of design and construction and of significant pending issues and actions, and shall seek the views of the Project Coordination Team on matters that the Project Coordination Team generally oversees.

C. Until the end of the *period of design and construction*, the Project Coordination Team shall generally oversee the *Project*, including matters related to: design; completion of all necessary environmental coordination and documentation; plans and specifications; scheduling; real property and *relocation* requirements; real property acquisition; contract awards and modifications; contract costs; the application of and compliance with 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)) for *relocations*; the investigations to identify the existence and extent of hazardous substances in accordance with Article XIV.A. of this Agreement; historic preservation activities in accordance with Article XVII of this Agreement; the Government's cost projections; final inspection of the entire *Project* or completed portions thereof as the case may be; preparation of the proposed OMRR&R Manual; anticipated requirements and needed capabilities for performance of operation, maintenance, repair, rehabilitation, and replacement of the *Project* including issuance of permits; and other matters related to the *Project*. This oversight of the *Project* shall be consistent with a project management plan developed by the Government after consultation with the Non-Federal Sponsor.

D. The Project Coordination Team may make recommendations to the District Engineer on matters related to the *Project* that the Project Coordination Team generally

oversees, including suggestions to avoid potential sources of dispute. The Government in good faith shall consider the recommendations of the Project Coordination Team. The Government, having the legal authority and responsibility for design and construction of the *Project*, has the discretion to accept or reject, in whole or in part, the Project Coordination Team's recommendations.

E. The Non-Federal Sponsor's costs of participation in the Project Coordination Team shall be included in *total project costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. The Government's costs of participation in the Project Coordination Team shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

ARTICLE VI - METHOD OF PAYMENT

A. In accordance with the provisions of this paragraph, the Government shall maintain current records and provide to the Non-Federal Sponsor current projections of costs, financial obligations, contributions provided by the parties, and the value included in *total project costs* for lands, easements, rights-of-way, and *relocations* determined in accordance with Article IV of this Agreement.

1. As of the effective date of this Agreement, *total project costs* are projected to be \$667,000; the Non-Federal Sponsor's contribution of funds required by Article II.B.2. of this Agreement is projected to be \$165,750; the *non-Federal proportionate share* is projected to be 24.9 percent; the Non-Federal Sponsor's contribution of funds required by Article XVII.B.3. of this Agreement is projected to be \$0; the value included in *total project costs* for lands, easements, rights-of-way, and *relocations* determined in accordance with Article IV of this Agreement is projected to be \$1,000; and the Government's total financial obligations for the additional work to be incurred and the Non-Federal Sponsor's contribution of funds for such costs required by Article II.H. of this Agreement are projected to be \$0. These amounts and percentage are estimates subject to adjustment by the Government, after consultation with the Non-Federal Sponsor, and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

2. By October 1, 2012 and by each quarterly anniversary thereof until the conclusion of the *period of design and construction* and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall provide the Non-Federal Sponsor with a report setting forth all contributions provided to date and the current projections of the following: *total project costs*; the Non-Federal Sponsor's total contribution of funds required by Article II.B.2. of this Agreement; the *non-Federal proportionate share*; the Non-Federal Sponsor's total contribution of funds required by Article XVII.B.3. of this Agreement; the value included in *total project costs* for lands, easements, rights-of-way, and *relocations* determined in accordance with Article IV of this Agreement; and the Government's total financial obligations for additional work

incurred and the Non-Federal Sponsor's contribution of funds for such costs required by Article II.H. of this Agreement.

B. The Non-Federal Sponsor shall provide the contributions of funds required by Article II.B.2. and Article XVII.B.3. of this Agreement in accordance with the provisions of this paragraph.

1. Not less than 30 calendar days prior to the scheduled date for: (a) issuance of the solicitation for the first contract for review of the design, or portion thereof, provided by the Non-Federal Sponsor; (b) commencement of review of the design, or portion thereof, provided by the Non-Federal Sponsor using the Government's own forces; (c) issuance of the solicitation for the first contract for design of the *Project*; or (d) commencement of design of the *Project* using the Government's own forces, whichever is scheduled to first occur, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and the funds the Government determines to be required from the Non-Federal Sponsor to meet its projected share under Article II.B.2. and Article XVII.B.3. of this Agreement. Not later than such scheduled date, the Non-Federal Sponsor shall provide the Government with the full amount of such required funds by delivering a check payable to "FAO, USAED, CHICAGO" to the District Engineer, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by presenting the Government with an irrevocable letter of credit acceptable to the Government for such required funds, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

2. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover: (a) the *non-Federal proportionate share of financial obligations for design and construction* incurred prior to the commencement of the *period of design and construction*; (b) the *non-Federal proportionate share of financial obligations for design and construction as financial obligations for design and construction* are incurred; and (c) the Non-Federal Sponsor's share of financial obligations for data recovery activities associated with historic preservation pursuant to Article XVII.B.3. of this Agreement as those financial obligations are incurred. If at any time the Government determines that additional funds will be needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's share of such financial obligations, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required and provide an explanation of why additional funds are required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds through any of the payment mechanisms specified in paragraph B.1. of this Article.

C. Upon conclusion of the *period of design and construction* and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. If outstanding relevant claims and appeals or

eminent domain proceedings prevent a final accounting from being conducted in a timely manner, the Government shall conduct an interim accounting and furnish the Non-Federal Sponsor with written notice of the results of such interim accounting. Once all outstanding relevant claims and appeals and eminent domain proceedings are resolved, the Government shall amend the interim accounting to complete the final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. The interim or final accounting, as applicable, shall determine *total project costs* and the costs of any data recovery activities associated with historic preservation. In addition, for each set of costs, the interim or final accounting, as applicable, shall determine each party's required share thereof, and each party's total contributions thereto as of the date of such accounting.

1. Should the interim or final accounting, as applicable, show that the Non-Federal Sponsor's total required shares of *total project costs* and the costs of any data recovery activities associated with historic preservation exceed the Non-Federal Sponsor's total contributions provided thereto, the Non-Federal Sponsor, no later than 90 calendar days after receipt of written notice from the Government, shall make a payment to the Government in an amount equal to the difference by delivering a check payable to "FAO, USAED, CHICAGO" to the District Engineer or by providing an Electronic Funds Transfer in accordance with procedures established by the Government.

2. Should the interim or final accounting, as applicable, show that the total contributions provided by the Non-Federal Sponsor for *total project costs* and the costs of any data recovery activities associated with historic preservation exceed the Non-Federal Sponsor's total required shares thereof, the Government, subject to the availability of funds and as limited by the *Section 219 Project Limit*, shall refund or reimburse the excess amount to the Non-Federal Sponsor within 90 calendar days of the date of completion of such accounting. In the event the Non-Federal Sponsor is due a refund or reimbursement and funds are not available to refund or reimburse the excess amount to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund or reimbursement.

D. The Non-Federal Sponsor shall provide the contribution of funds required by Article II.H. of this Agreement for additional work in accordance with the provisions of this paragraph.

1. Not less than 60 calendar days prior to the scheduled date for the first financial obligation for additional work, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and of the full amount of funds the Government determines to be required from the Non-Federal Sponsor to cover the costs of the additional work. No later than 30 calendar days prior to the Government incurring any financial obligation for additional work, the Non-Federal Sponsor shall provide the Government with the full amount of the funds required to cover the costs of such additional work through any of the payment mechanisms specified in paragraph B.1. of this Article.

2. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover the Government's financial obligations for such additional work as they are incurred. If at any time the Government determines that the Non-Federal Sponsor must provide additional funds to pay for such additional work, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required and provide an explanation of why additional funds are required. Within 30 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds through any of the payment mechanisms specified in paragraph B.1. of this Article.

3. At the time the Government conducts the interim or final accounting, as applicable, the Government shall conduct an accounting of the Government's financial obligations for additional work incurred and furnish the Non-Federal Sponsor with written notice of the results of such accounting. If outstanding relevant claims and appeals or eminent domain proceedings prevent a final accounting of additional work from being conducted in a timely manner, the Government shall conduct an interim accounting of additional work and furnish the Non-Federal Sponsor with written notice of the results of such interim accounting. Once all outstanding relevant claims and appeals and eminent domain proceedings are resolved, the Government shall amend the interim accounting of additional work to complete the final accounting of additional work and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. Such interim or final accounting, as applicable, shall determine the Government's total financial obligations for additional work and the Non-Federal Sponsor's contribution of funds provided thereto as of the date of such accounting.

a. Should the interim or final accounting, as applicable, show that the total obligations for additional work exceed the total contribution of funds provided by the Non-Federal Sponsor for such additional work, the Non-Federal Sponsor, no later than 90 calendar days after receipt of written notice from the Government, shall make a payment to the Government in an amount equal to the difference by delivering a check payable to "FAO, USAED, CHICAGO" to the District Engineer or by providing an Electronic Funds Transfer in accordance with procedures established by the Government.

b. Should the interim or final accounting, as applicable, show that the total contribution of funds provided by the Non-Federal Sponsor for additional work exceeds the total obligations for such additional work, the Government, subject to the availability of funds, shall refund the excess amount to the Non-Federal Sponsor within 90 calendar days of the date of completion of such accounting. In the event the Non-Federal Sponsor is due a refund and funds are not available to refund the excess amount to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund.

ARTICLE VII - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VIII - OPERATION, MAINTENANCE, REPAIR, REHABILITATION, AND REPLACEMENT (OMRR&R)

A. Upon receipt of the notification from the District Engineer in accordance with Article II.D. of this Agreement and for so long as the *Project* remains authorized, the Non-Federal Sponsor, pursuant to Article II.E. of this Agreement, shall operate, maintain, repair, rehabilitate, and replace the entire *Project* or a completed portion thereof as the case may be, at no cost to the Government. The Non-Federal Sponsor shall conduct its operation, maintenance, repair, rehabilitation, and replacement responsibilities in a manner compatible with the *Project's* authorized purposes and in accordance with specific directions prescribed by the Government in the interim or final OMRR&R Manual and any subsequent amendments thereto.

B. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor now or hereafter owns or controls for access to the *Project* for the purpose of inspection, if the Government determines an inspection to be necessary. If an inspection shows that the Non-Federal Sponsor for any reason is failing to perform its obligations under this Agreement, the Government shall send a written notice describing the non-performance to the Non-Federal Sponsor.

ARTICLE IX – HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, operation, maintenance, repair, rehabilitation, and replacement of the *Project* and any *betterments*, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDIT

A. Not later than 60 calendar days after the effective date of this Agreement, the Government and the Non-Federal Sponsor shall develop procedures for keeping books,

records, documents, or other evidence pertaining to costs and expenses incurred pursuant to this Agreement. These procedures shall incorporate, and apply as appropriate, the standards for financial management systems set forth in the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments at 32 C.F.R. Section 33.20. The Government and the Non-Federal Sponsor shall maintain such books, records, documents, or other evidence in accordance with these procedures and for a minimum of three years after completion of the accounting for which such books, records, documents, or other evidence were required. To the extent permitted under applicable Federal laws and regulations, the Government and the Non-Federal Sponsor shall each allow the other to inspect such books, records, documents, or other evidence.

B. In accordance with 32 C.F.R. Section 33.26, the Non-Federal Sponsor is responsible for complying with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507), as implemented by Office of Management and Budget (OMB) Circular No. A-133 and Department of Defense Directive 7600.10. Upon request of the Non-Federal Sponsor and to the extent permitted under applicable Federal laws and regulations, the Government shall provide to the Non-Federal Sponsor and independent auditors any information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of any non-Federal audits performed in accordance with this paragraph shall be allocated in accordance with the provisions of OMB Circulars A-87 and A-133, and such costs as are allocated to the *Project* shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

C. In accordance with 31 U.S.C. 7503, the Government may conduct audits in addition to any audit that the Non-Federal Sponsor is required to conduct under the Single Audit Act Amendments of 1996. Any such Government audits shall be conducted in accordance with Government Auditing Standards and the cost principles in OMB Circular No. A-87 and other applicable cost principles and regulations. The costs of Government audits performed in accordance with this paragraph shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

ARTICLE XI - FEDERAL AND STATE LAWS

In the exercise of their respective rights and obligations under this Agreement, the Non-Federal Sponsor and the Government shall comply with all applicable Federal and State laws and regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d) and Department of Defense Directive 5500.11 issued pursuant thereto; Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army"; and all applicable Federal labor standards requirements including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)).

ARTICLE XII - RELATIONSHIP OF PARTIES

A. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

B. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights the other party may have to seek relief or redress against that contractor either pursuant to any cause of action that the other party may have or for violation of any law.

ARTICLE XIII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Assistant Secretary of the Army (Civil Works) shall terminate this Agreement or suspend future performance under this Agreement unless he determines that continuation of work on the *Project* is in the interest of the United States.

B. In the event future performance under this Agreement is suspended pursuant to Article II.C.2. of this Agreement, such suspension shall remain in effect until such time that the Government notifies the Non-Federal Sponsor in writing that sufficient Federal funds are available to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities associated with historic preservation in accordance with Article XVII.B.2. and Article XVII.B.3. of this Agreement the Government projects to be incurred through the then-current or upcoming *fiscal year*, or the Government or the Non-Federal Sponsor elects to terminate this Agreement.

C. In the event that the Government and the Non-Federal Sponsor determine to suspend future performance under this Agreement in accordance with Article XIV.C. of this Agreement, such suspension shall remain in effect until the Government and the Non-Federal Sponsor agree to proceed or to terminate this Agreement. In the event that the Government suspends future performance under this Agreement in accordance with Article XIV.C. of this Agreement due to failure to reach agreement with the Non-Federal Sponsor on whether to proceed or to terminate this Agreement, or the failure of the Non-Federal Sponsor to provide funds to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under Article XIV.C. of this Agreement, such suspension shall remain in effect until: 1) the Government and Non-Federal Sponsor reach agreement on how to proceed or to terminate this Agreement; 2) the Non-Federal Sponsor provides funds necessary to pay for cleanup and response costs and otherwise discharges its responsibilities under Article XIV.C. of this Agreement; 3) the Government continues work on the *Project*; or 4) the Government terminates this Agreement in accordance with the provisions of Article XIV.C. of this Agreement.

D. If after completion of the design portion of the *Project* the parties mutually agree in writing not to proceed with construction of the *Project*, the parties shall conclude their activities relating to the *Project* and conduct an accounting in accordance with Article VI.C. of this Agreement.

E. In the event that this Agreement is terminated pursuant to this Article or Article II.C. or Article XIV.C. of this Agreement, both parties shall conclude their activities relating to the *Project* and conduct an accounting in accordance with Article VI.C. of this Agreement. To provide for this eventuality, the Government may reserve a percentage of total Federal funds made available for the *Project* and an equal percentage of the total funds contributed by the Non-Federal Sponsor in accordance with Article II.B.2. and Article XVII.B.3. of this Agreement as a contingency to pay costs of termination, including any costs of resolution of contract claims and contract modifications.

F. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article or Article II.C. or Article XIV.C. of this Agreement shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment owed by the Non-Federal Sponsor shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE XIV - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and upon direction by the District Engineer, the Non-Federal Sponsor shall perform, or ensure performance of, any investigations for hazardous substances that the Government or the Non-Federal Sponsor determines to be necessary to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675), that may exist in, on, or under lands, easements, and rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for construction, operation, and maintenance of the *Project*. However, for lands, easements, and rights-of-way that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Engineer provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction.

1. All actual costs incurred by the Non-Federal Sponsor for such investigations for hazardous substances shall be included in *total project costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

2. All actual costs incurred by the Government for such investigations for hazardous substances shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

B. In the event it is discovered through any investigation for hazardous substances or other means that hazardous substances regulated under CERCLA exist in, on, or under any lands, easements, or rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for construction, operation, and maintenance of the *Project*, the Non-Federal Sponsor and the Government, in addition to providing any other notice required by applicable law, shall provide prompt written notice to each other, and the Non-Federal Sponsor shall not proceed with the acquisition of the real property interests until the parties agree that the Non-Federal Sponsor should proceed.

C. The Government and the Non-Federal Sponsor shall determine whether to initiate construction of the *Project*, or, if already in construction, whether to continue with construction of the *Project*, suspend future performance under this Agreement, or terminate this Agreement for the convenience of the Government, in any case where hazardous substances regulated under CERCLA are found to exist in, on, or under any lands, easements, or rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for construction, operation, and maintenance of the *Project*. Should the Government and the Non-Federal Sponsor determine to initiate or continue with construction of the *Project* after considering any liability that may arise under CERCLA, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of *total project costs*. In the event the Non-Federal Sponsor does not reach agreement with the Government on whether to proceed or to terminate this Agreement under this paragraph, or fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this paragraph upon direction by the Government, the Government, in its sole discretion, may either terminate this Agreement for the convenience of the Government, suspend future performance under this Agreement, or continue work on the *Project*.

D. The Non-Federal Sponsor and the Government shall consult with each other in accordance with Article V of this Agreement in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to paragraph C. of this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the operator of the *Project* for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the *Project* in a manner that will not cause liability to arise under CERCLA.

ARTICLE XV - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or sent by telegram or mailed by first-class, registered, or certified mail, as follows:

If to the Non-Federal Sponsor:
Village Manager
Village of La Grange Park

If to the Government:
U.S. Army Engineer, Chicago District
111 N. Canal St., Ste. 600
Chicago, IL 60606

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

ARTICLE XVI - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XVII - HISTORIC PRESERVATION

A. The Government, as it determines necessary for the *Project*, shall perform any identification, survey, or evaluation of historic properties. Any costs incurred by the Government for such work shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

B. The Government, as it determines necessary for the *Project*, shall perform or ensure the performance of any mitigation activities or actions for historic properties or that are otherwise associated with historic preservation including data recovery activities.

1. Any costs incurred by the Government for such mitigation activities, except for data recovery activities associated with historic preservation, shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

2. As specified in Section 7(a) of Public Law 86-523, as amended by Public Law 93-291 (16 U.S.C. 469c(a)), the costs of data recovery activities associated with historic preservation for this *Project* and all other elements of the Section 219 Assistance Project shall be borne entirely by the Government up to the statutory limit of one percent of the total amount authorized to be appropriated to the Government for the Section 219 Assistance Project. None of the costs of data recovery activities associated with historic preservation up to such one percent limit shall be included in *total project costs*.

3. The Government shall not incur costs for data recovery activities associated with historic preservation that exceed the statutory one percent limit specified in paragraph B.2. of this Article unless and until the Assistant Secretary of the Army (Civil Works) has waived that limit and the Secretary of the Interior has concurred in the waiver in accordance with Section 208(3) of Public Law 96-515, as amended (16 U.S.C. 469c-2(3)). Any costs of data recovery activities associated with historic preservation that exceed the one percent limit shall not be included in *total project costs* but shall be shared between the Non-Federal Sponsor and the Government consistent with the cost sharing requirements for the Section 219 Program, as follows: 25 percent will be borne by the Non-Federal Sponsor and 75 percent will be borne by the Government.

C. If, during its performance of *relocations* in accordance with Article III of this Agreement, the Non-Federal Sponsor discovers historic properties or other cultural resources that have not been evaluated by the Government pursuant to this Article, the Non-Federal Sponsor shall provide prompt written notice to the Government of such discovery. The Non-Federal Sponsor shall not proceed with performance of the *relocation* that is related to such discovery until the Government provides written notice to the Non-Federal Sponsor that it should proceed with such work.

ARTICLE XVIII - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the U.S. Army Engineer, Chicago District.

DEPARTMENT OF THE ARMY

VILLAGE OF LA GRANGE PARK

BY: _____
FREDERIC A. DRUMMOND, JR
COL, EN
Commanding

BY: _____
JULIA CEDILLO
Village Manager
Village of La Grange Park, Illinois

DATE: _____

DATE: _____

CERTIFICATE OF AUTHORITY

I, _____, do hereby certify that I am the principal legal officer of the Village of La Grange Park, Cook County, Illinois, that the Village of La Grange Park, Cook County, Illinois is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Village of La Grange Park, Cook County, Illinois in connection with the Village of La Grange Park, Illinois Water System Upgrades Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement and that the persons who have executed this Agreement on behalf of the Village of La Grange Park, Cook County, Illinois have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____ 20____.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Julia Cedillo
Village Manager
Village of La Grange Park, Illinois

DATE: _____

Village Board Agenda Memo

To: Village President and Board of Trustees

From: Julia Cedillo 

Date: 6/21/2012

Re: **Schematic Design – Public Works Facility at 937 Barnsdale Road**

Issue

At the June 2012 Work Session, Project Architect Alexandra Ladue of Legat Architects provided an overview the Schematic Design for a Public Works facility at 937 Barnsdale Road. The purpose of this memo is to provide additional background on the Schematic Design process, design considerations and ancillary cost considerations of the project moving forward. For the purposes of the June Board Meeting, the Public Works Garage Committee is requesting the approval of the Schematic Design Deliverable.

Background

In March and April of this year, Village staff (Public Works Garage Team) worked collaboratively with the Village's contracted architect firm, Legat Architects in the development of a schematic design that meets the needs of the Public Works Department while staying within the identified budget. The team met on three occasions (March 14th, March 22nd, and April 16th) at the Legat Offices in Oak Brook.

In May, the Village received Schematic Design documents and a preliminary cost estimate. The first cost estimate was \$1.318 million, which was \$89,000 above the target provided to Legat, and \$73,000 over what was included in the FY 2012-13 Budget for this project. In May, Village staff met to discuss the design as well as some "sweat equity options" to consider in an effort to bring the cost down. As a result, staff was able to identify some cost saving measures, reducing the cost.

The Public Works Garage Committee recently met on two occasions to discuss the Schematic Design. On May 21st, Marc Rohde of Legat provided a presentation of the Schematic Design and cost estimate. On June 5th the Committee met to discuss design refinements, ancillary cost estimates, and project delivery methods. The Committee's recommendations are provided in this memo.

Design Drawings

The building design meets the minimum space needs of administration and vehicle storage facility. The administration and support space totals 2,448 s.f. and the vehicle storage totals 4,040 s.f. (compared to existing *approx.* 2,340 s.f. and 4,454 s.f., not including basement storage). Thus, the transition to the proposed design will result in the following square feet differential (approximate):

- + additional 108 s.f. in administration and support
- + existing lunch room in remaining building can be converted to other use: +386
- - loss of basement storage
- - loss of 400 s.f. in vehicle storage

The proposed schematic design is very basic. Due to cost considerations, steel framing is likely not an option. Instead, the design calls for 2 X 6 wood studs, with outside plywood sheathing with a vapor barrier. The exterior would include two materials: (1) cementitious wood fiber panels and (2) painted corrugated metal siding. The roofing would comprise of standing seam metal roofing. Legat Architects had ongoing discussions with a building company that reviewed the plans as they were developed, and was in agreement that these materials are the most cost effective, and the most appropriate for the building and its use. According to Legat, utilizing dryvit or vinyl siding would not lower the cost of construction.

The design drawings are attached, which include: a floor plan, four exterior elevations, a building cross section, a site plan demo, and a site plan new. Under staff's review of the drawings, there is some concern about the layout or order of the rooms. There is further concern that the men's bathroom only contains one toilet. According to Legat, these changes can be added in design development. While not of significant concern, it should be noted that the additional stall and toilet is not factored in the estimate. Public Works Staff has noted that the men's locker room is not of sufficient size to accommodate the lockers that current being utilized, so new lockers would have to be purchased if the dimensions remain.

Overall, the building design is modern and the building elements are very basic. The proposed building design includes cement flooring, exposed ceilings, and interior walls are unpainted/unfinished OSB Board. The design does meet the required setback as far as the location of the building is concerned. However, a fifth door was added on the west side of the vehicle storage building to allow space for the turning radius of the vehicles onto the mechanical lift equipment in the mechanical bay. The design drawings have been updated to include five (5) garage doors, but only two doors are included in the budget. The remaining three doors are estimated to cost an additional \$22,500, noted in the budget as an alternate bid element (ALT 2).

Schematic Design Narratives

The attached documentation includes narratives for all mechanical systems, including: electrical, plumbing, HVAC, fire protection, civil engineering, structural engineering, and architectural. With regarding to civil engineering, the relocation of utilities servicing the building is maintained as separate from the construction work. As such, these items are budgeted separately within the Village's budget from the construction costs.

Regarding structural concerns, staff has recommended that the Village engage in both an environmental study of the existing public works building, as well as core sampling of the ground to determine whether the surface can support the foundation for the structure. Village staff has obtained quotes for these services and are noted in Table B. of this memo. Staff will coordinate these studies in the coming days and the results from both studies will be available to the Village in the coming weeks.

Sweat Equity Options for Reducing the Cost

In the staff's meeting with Marc Rohde, the group discussed "sweat equity options" to consider in an effort to bring the cost down. They are as follows:

1. Village perform the site clearing. The cost is \$25,000. Staff believed that this could be done in-house, but at least \$5,000 would be required for dumping the materials in accordance with state laws. Was: \$25,000 Now: \$5,000. While this work could be completed in-house, it does come with some level of risk with regard to costs. Savings of \$20,000.
2. Village perform their own asphalt work. The cost was \$55,000. Staff determined that this must be done by a contractor, as the Village does not currently do its own asphalt work.
3. Village handle all seeding. The cost was \$5,000. Staff agreed to reduce to \$1,000 for all work. This was zero'd out of the budget. There will be some cost for this.*
4. Village handle all plantings. The cost was \$10,000. Staff agreed to reduce to handle internally. This was zero'd out of the budget. There will be some cost for this.**
5. Village purchase and install all cabinets. The cost was \$5,000. Staff agreed to reduce to handle internally. This would include cabinets for the two sinks in the bathroom and the kitchen cabinets and countertop. Was: \$5,000 Now: \$1,000. Staff believes that this should be budgeted at \$2,000.
6. Village handle all painting. The cost was \$2,000. Staff agreed to reduce to handle internally. This would include the painting of all interior surfaces. Was: \$2,000 Now: \$200. The Village should anticipate an additional \$500 for this expense.****
7. Contingency down to 5%, for a total of \$44,140. Staff believes that this reduction could be done, if many of the unknown risks could be eliminated, such as environmental concerns and ground structural concerns (core sampling). Was: \$70,000 Now: \$44,140. It should be further noted that there may be other unknown costs to construction in finishing out the building or the site.

After the Meeting with Staff, Legat reached out to the builder that assisted in providing the estimate (Boller Construction) to see what can be done to bring the costs down further. In Legat's conversation with Boller, it was determined that there was nothing else that could be taken out. It is unlikely that any changes to the roof design will reduce the overall cost. According to Legat, the building is as basic as it can be and still be functional.

Revised Cost Estimates

The revised cost estimates are shown to be within the budget provided to Legat: \$1,229,615. The detailed revised cost estimate is attached. With some of the reductions, some costs will have to be added back in to the budget (see TABLE A).

TABLE A

Items to Add Back	Cost	Quote?
Seeding	\$1,000	N
Plantings	\$5,000	N
Millwork and Cabinets	\$1,000	N
Paint	\$500	N
Toilet Accessories	\$750	Legat
Toilet Partition	\$1,000	Legat
Finish Hardware	\$1,000	N
Site Lighting - Exterior	\$6,000	N
New Lockers (Possible)	\$2,000	N
Telephone Wiring	\$5,000	N
Three vehicle doors	\$22,500	Y
TOTAL	\$45,750	

Total Estimated Costs:

Staff recommends that the Village Board consider the noted costs in Table A in addition to the cost estimate provide by Legat, which would total: \$1,275,365.

Other Cost Considerations

Site preparation, including the relocation of utilities is not included in the construction budget. See the table below for site preparation activities.

TABLE B

Utility Relocates / Site	Cost	Quote?
Water	\$20,000	Y
Electric	\$35,000	Y
Sewer	\$45,000	Y
Gas	\$0	Evaluating
Environmental Study	\$1,000	Y
Structural Boring	\$3,000	Y
Remediation	\$5,000	To be determined
TOTAL	\$109,000	
<i>Village Budget includes</i>	<i>\$125,000</i>	

Project Delivery Methods

At the June 5th Committee meeting, the group discussed various project delivery methods: traditional design-bid-build, construction manager-at-risk, and design build. As part of the discussion, the group discussed the benefits of design build where there is one contract and one point of contact for the design and construction of a project. A design build approach is beneficial because it brings the architect, engineers, and the trades under the contractor together in the development of the overall design. This oftentimes results in time efficiencies, cost effectiveness, and avoids cost overruns related to change orders. The City of Aurora and the Villages of Clarendon Hills, Roselle, Romeoville have all utilized a design build approach. Practically speaking, the approach involves first qualifying a list of contractors given a specific list of qualifications (through an RFQ process), and then seeking proposals (RFQ) from a short list (5-7) of qualified contractors. A design build approach would include a cost not to exceed budget for the project. The exact process would have to be developed in concert with the legal review of applicable state statutes regarding procurement.

Public Works Garage Committee Recommendation

The Schematic Design included herein has been reviewed by the Public Works Garage Committee. The Committee is requesting that the Village Board accept the Schematic Design deliverable. The Committee will further review and evaluate related costs to new construction in an effort to present a full cost estimate to the Village Board, for their consideration.

MOTION / ACTION REQUESTED

Motion to Accept the Schematic Design deliverable and direct the Public Works Garage Committee to further develop project cost estimates and next steps.

Attachments

- Schematic Design Documents, including:
 - Floor Plan – Revised and Previous
 - Building Elevations
 - Site Plan Demo
 - Site Plan – Revised and Previous
 - Schematic Design Narratives
 - Cost Estimate – Revised, June 2012
- Public Works Garage Committee Meeting Packets: May 21st and June 5th of 2012 -- previously distributed.

ARCHITECT
Legat Architects
 2815 S. Lincoln Ave. Ste. 115
 Oak Brook, IL 60521
 P. 630.582.3333
 F. 630.582.3333
 www.legat.com

ENGINEER
Metric Consultants, Inc.
 805 W. Hayes Road, Ste. 200
 Rosemont, IL 60018
 P. 630.731.1110
 www.metric.com

ARCHITECTURAL CONSULTANT
Larson Engineering
 100 East 2nd St. 7th Fl.
 Naperville, IL 60563
 P. 630.333.2864
 www.larsoneng.com

MECHANICAL CONSULTANT
Metro Design Associates, Inc.
 187 N. P. Wolf Road, Ste. 300
 Naperville, IL 60563
 P. 630.682.4444
 www.metrodesign.com



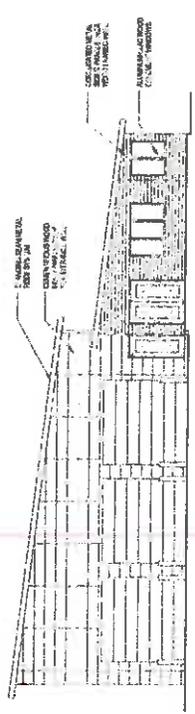
REVISIONS

NO.	DESCRIPTION	DATE

PROJECT NUMBER: 210201.02
 DATE OF ISSUE: May, 2012
 DRAWN BY: Anne
 CHECKED BY: Chester

**BUILDING ELEVATIONS
 AND SECTION**

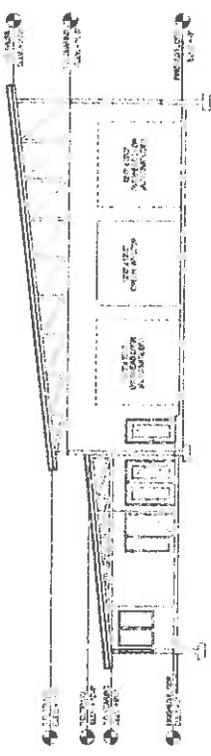
**A-200
 SCHEMATIC**



2 NORTH ELEVATION
 18' x 117'



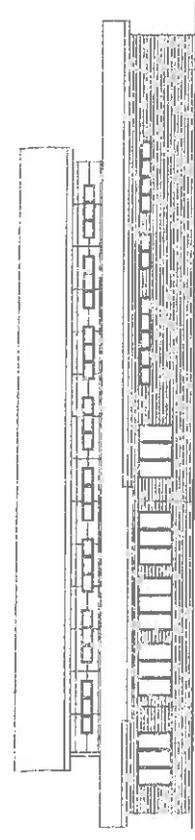
4 EAST ELEVATION
 16' x 118'



1 BUILDING SECTION LOOKING NORTH
 18' x 9'



3 SOUTH ELEVATION
 18' x 118'



5 WEST ELEVATION
 18' x 118'

Legat Architects
 2015 West Lake 115
 Oak Brook, IL 60151
 P: 630.583.1200
 F: 630.583.1205
 www.legat.com

Mackie Consultants, Inc.
 2100 E. 12th St.
 47th W. Joliet Road, Suite 200
 Joliet, IL 60438
 P: 815.724.1400
 www.mackie.com

Lenson Engineering
 1445 East Street, Suite 103
 Elmhurst, IL 60120
 P: 630.583.2034
 www.lensoneng.com

Metro Design Associates, Inc.
 1701 W. Jackson St., Suite 710
 Chicago, IL 60604
 P: 312.467.4000
 www.metrodesign.com

DATE	REVISIONS

PROJECT NUMBER: 13-030
 DATE: 11.15.13
 DRAWN BY: ADR
 CHECKED BY: CDR

**BUILDING
 PERSPECTIVES**

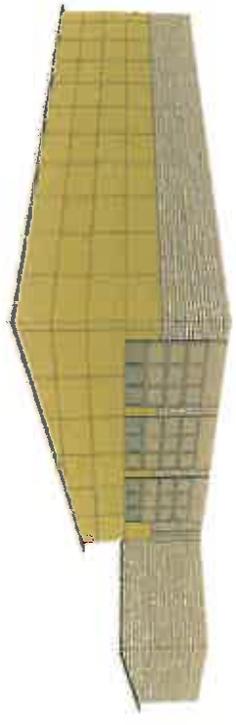
A-300
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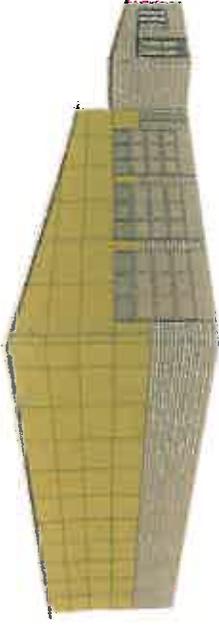
1 NORTHWEST PERSPECTIVE



2 SOUTHWEST PERSPECTIVE



3 SOUTHEAST PERSPECTIVE



4 NORTHEAST PERSPECTIVE

Village of
 La Grange Park
 Addition to the
 Public Works
 Facility

105 BRIMFIELD AVENUE
 LA GRANGE PARK, ILLINOIS
 60526

ARCHITECT

Legat Architects
 2015 Lake Street, Suite 115
 La Grange Park, IL 60526
 P: 630.348.5522
 F: 630.348.5544
 www.lgarch.com

CIVIL ENGINEER

Mackie Consultants, Inc.
 6030 W. Ogden Road, Suite 200
 La Grange Park, IL 60526
 P: 630.348.5522
 F: 630.348.5544
 www.mackieinc.com

MECHANICAL ENGINEER

Larsen Engineering
 14 Wood Dale Road, Suite 100
 Wood Dale, IL 60191
 P: 630.371.2900
 F: 630.371.2904
 www.larseneng.com

MECHANICAL ENGINEER

Metro Design Associates, Inc.
 10771 Park Avenue, Suite 200
 Rosemont, IL 60018
 P: 847.534.1111
 F: 847.534.0000
 www.metrodesign.com



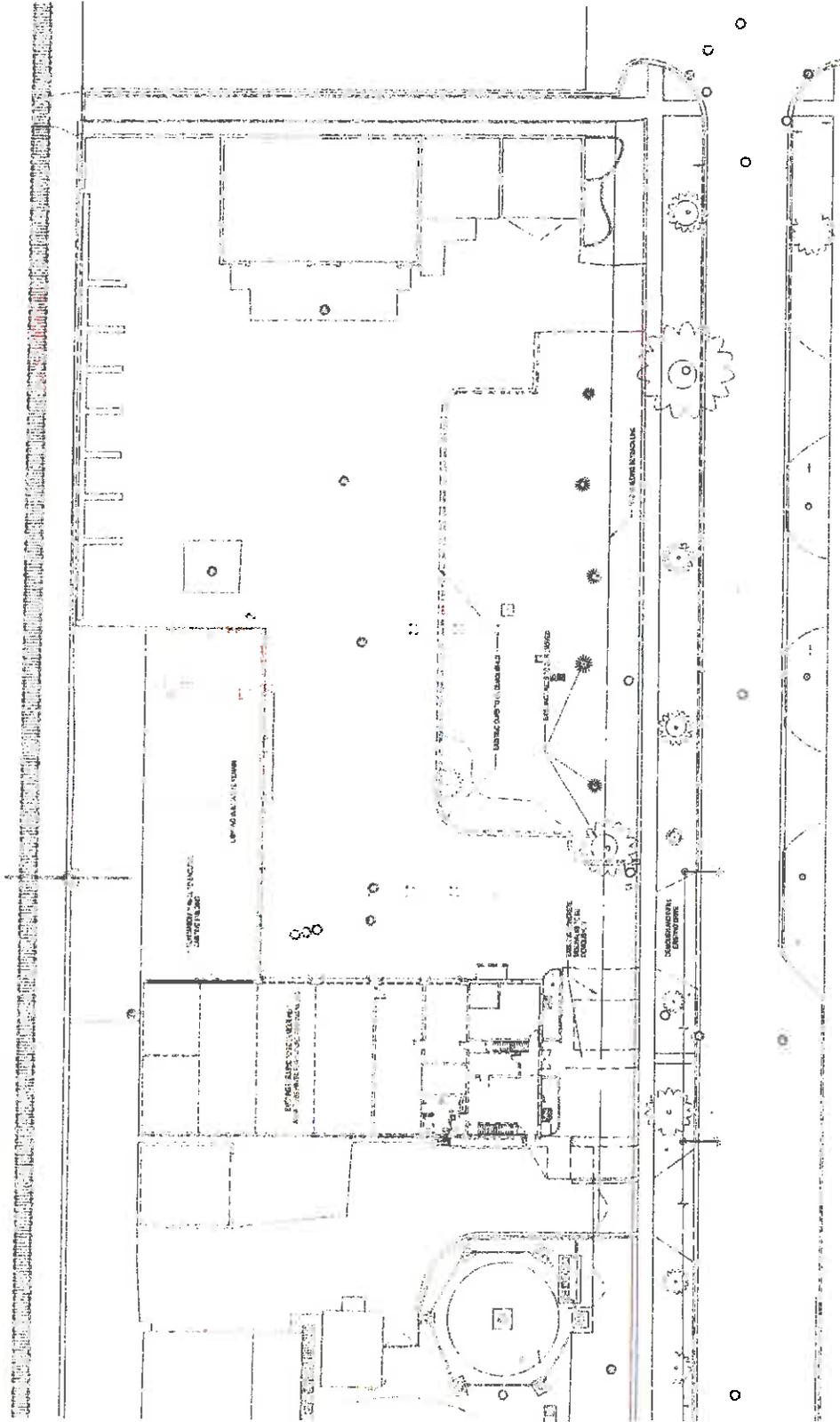
SIGNATURE: _____
 DATE: _____

NO.	REVISIONS	DATE

PROJECT NUMBER: 21020101
 DATE OF ISSUE: 11/17/2012
 DRAWN BY: JEFFREY
 CHECKED BY: JEFFREY

DEMO SITE PLAN

C-100
 SCHEMATIC



1 SITE PLAN - DEMO
 11/17/12

Schematic Design Narrative

CLIENT	Village of La Grange Park	AUTHOR:	Marc Rohde, AIA, LEED AP
PROJECT TITLE	Addition to the Public Works Facility	PROJECT NUMBER:	212021.00
CONTRACT NO.	TBD	DATE:	May 3, 2012

ARCHITECTURAL

Project Overview

The Village of La Grange Park is planning on constructing a 6,770 s.f. free-standing addition on the site of their existing public works facility. The project design is focused on creating a very cost effective, yet functional and aesthetically appealing design. Our goal is to provide the Village with a facility that will serve them for years to come, yet be done using the most affordable yet durable materials available.

The original budget was based on a pre-engineering steel framed building in January 2011. In the past 16 months, changes in economic conditions have led us to change from a metal building to a wood framed building. It will be challenging to meet a January 2011 budget in fall of 2012, but we feel that without this change, there would be no possibility of constructing this building in steel and fitting within the Village's budget.

The building will be built south of the existing original building, so that the Public Works Department staff does not have to be displaced at any time during construction. Once the new building is complete, the staff will move, and then the existing building will be demolished. In its place will be new visitor and staff parking.

The building style will be "contemporary industrial" using a combination of corrugated metal siding panels and cementitious wood fiber panels to provide a clean, contemporary look. It will clearly be a public works facility, yet will fit into the overall fabric of the neighborhood.

A detailed description of the various components is as follows:

Exterior Walls

Heated Vehicle Storage: 2 x 6 wood stud framing (or solid timber members), exterior sheathing with integral vapor barrier, 4' x 8' sheets of cementitious wood fiber panels on the exterior, batt insulation and vapor barrier on the interior, and plywood or OSB sheathing on the inside face of the walls.

Village of La Grange Park
Addition to the Public Works Facility
Schematic Design Narrative
May 2, 2012
Page 2 of 11

Shop and Administration Area: 2 x 6 wood stud framing (or solid timber members), exterior sheathing with integral vapor barrier, horizontal corrugated metal siding on the exterior, batt insulation and vapor barrier on the interior, and plywood or OSB sheathing on the inside face of the walls. The interior face may be left unpainted, or painted depending on the budget and the Village's preference.

Administration: 6" deep painted aluminum curtain wall system with 1" thick insulated low-E

Windows

To be cost effective, the windows will be commercial grade, thermally broken, factory-glazed windows with an aluminum exterior face, 1" insulated glazing with a low-E coating on all glazing, and an interior face of wood capable of being factory stained and coated with polyurethane. There will be 30" x 60" units at most locations, with 30" x 30" units in the locker room areas for natural light, yet privacy.

Roofing System

The roofing system for the project will consist of a painted steel, standing seam metal roof system over ice and water shield over three (3) layers of 2" thick insulation, mechanically fastened to plywood wood sheathing with integral vapor barrier. All copings and fascias will be pre-finished painted steel.

Interior and Exterior Doors and Frames

The interior doors for the project will be standard hollow metal doors and frames.

The exterior doors will be aluminum doors and frames to match the windows.

Overhead sectional doors will be insulated steel sectional doors with one row of clear glazed panels to allow for additional natural light. Exterior doors will be operated automatically by in-ground pavement loops as well as manual override controls.

Interior Finishes

In the Administration area, interior finishes will be either painted or non-painted OSB or plywood partitions, exposed concrete flooring, and exposed wood structure with beams and columns

Village of La Grange Park
Addition to the Public Works Facility
Schematic Design Narrative
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either left unfinished for a rustic, industrial look. If the Village desires, we can take finish upgrades such as carpet, ceramic tile, etc. as alternate bids.

In the Heated Vehicle Storage area, we anticipate the same finishes as in the Administration area, although the concrete floor will be coated with a clear liquid densifier and sealer.

CIVIL

Pavement and Utilities

Initially, the site comprising the proposed building footprint and necessary perimeter for transitions will be cordoned off to allow sawcutting and pavement removal in the work area to allow the new building construction. Subsequently, some existing utilities and building services which traverse the site will need to be relocated. These are anticipated to include existing water and sanitary sewer services along with an electric line. There may also need to be a relocation of the existing gas service to the south building in order to re-feed the remaining segment of the building. It is understood that some or all of the utility relocation work may be performed by village crews.

Grading and Drainage

Grading and drainage will next be established for the new building site, along with necessary new utility services. Chapter 154 of the LaGrange Park Code of Ordinances, Floodplain and Stormwater Management, will be implemented as applicable. The design team will coordinate the necessary stormwater features with the village staff. These measures are anticipated to include rain gardens and/or bioswales in the resulting grass island areas adjacent to the new building and curbed pavement edges.

Following construction of the new facility, the southern portion of the existing building will be demolished and the corresponding area will be graded and paved to then provide circulation aisles and parking areas.

STRUCTURAL

Substructure

Pending the results of the geotechnical exploration it is anticipated that the foundations for the building will be shallow isolated and strip footings. The ground floor slab in the administrative area will be a 4" concrete slab reinforced with either 6x6/W2.9/W2.9 welded wire reinforcing or

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4.5 lbs/cy of synthetic macrofibers such as STRUX 90/40. The slab will be placed on a minimum 10 mil. thick polyfilm vapor retarder over a minimum of 4" of compacted granular fill as a leveling and capillary cut-off layer. The ground floor slab in the vehicle storage area will be a 6" concrete slab reinforced with either 6x6/W2.9/W2.9 welded wire reinforcing or 6 lbs/cy of synthetic macrofibers such as STRUX 90/40. This slab will be placed on a minimum 10 mil. thick polyfilm vapor retarder over a minimum of 8" of compacted granular fill as a leveling and capillary cut-off layer. The vapor retarder *may* be omitted from the vehicle storage area depending on the floor finishes and the Owner's preference.

Superstructure

The superstructure of the building is anticipated to be a wood, post frame structure. This will consist of metal plate connected wood trusses supported by laminated wood posts at 6-8 feet on center. The trusses support 2X purlins spaced at 24" on center which support the metal roof panels. The side walls are framed with 2X girts spanning between columns.

Main Lateral Load Resisting System

Lateral loads due to wind and seismic forces will be resisted primarily by the metal or wood panel sheathed exterior walls.

Design Criteria

The structure will be designed in accordance with the Village of LaGrange Park Building Code incorporating the 1999 BOCA National Building Code with amendments. Floors in the administration areas will be designed for a live load of 50 psf and a superimposed partition load of 20 psf. Vehicle storage areas will be designed for a general load of 50 psf and vehicle wheel loads. The roof will be designed for a minimum of 25 psf snow load or the load resulting from snow drift. For loading purposes Occupancy Category II will be used. Seismic Site Class D will be used unless a lesser class is given in the geotechnical report.

Materials

Concrete: Normal weight, 3000 psi at 28 days for foundations, 4000 psi at 28 days for slabs.
Wood for Trusses and Columns: #1, Select Structural or MSR Southern Pine as required.
Wood for Purlins and Girts: Min. #2 Spruce-Pine-Fir.

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MECHANICAL - HVAC

Office Areas

The Office area will be split into two zones, each served by a gas fired heating, direct expansion cooling furnace unit (2 totals). The two zones will consist of the Training Room, Mud Room, Women & Men's Locker Rooms and the office space. Each furnace unit will be controlled by a 7-day programmable thermostat located within each respective zone. Additionally, each furnace unit will have an energy recovery ventilator installation to allow for ventilation air and energy conservation.

Garage Area

The Garage space will be heated by high efficiency gas fired unit heaters. Space temperature will be controlled by remote wall mounted thermostats. Ventilation in the Garage space will be provided by wall mounted propeller exhaust fans controlled by a remote wall mounted thermostat for summer cooling. Make-up air to the space will be achieved through wall louvers provided with gravity backdraft dampers. The space will have a carbon monoxide gas detection system. In the event carbon monoxide builds up to an unsafe level, the exhaust fans shall purge the space until the levels fall back within an acceptable range.

Toilets & Locker Room Areas

The space of the Toilets and Locker Rooms will be exhausted through ceiling mounted exhaust grilles and sheet metal ductwork tied into a roof mounted exhaust fan. The exhaust fan serving the 24/7 public toilets shall be controlled by occupancy sensors. The exhaust fan serving the office toilets shall be controlled by a time clock.

Vestibule Areas

The Vestibule spaces will be heated by wall mounted (full recess) electric cabinet unit heaters. Space temperature will be controlled by remote wall mounted thermostats.

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Heating, Ventilating, and Air Conditioning Equipment – Upflow Furnace Units

Constant volume gas fired heating upflow furnaces, direct expansion cooling package rooftop units with down flow duct connections and full economizer capabilities with power exhaust will be utilized.

Heating, Ventilating, and Air Conditioning Equipment – Exhaust Systems

All Toilet spaces throughout the building will be exhausted through registers and ducts, which will run to roof mounted exhaust fans.

The Garage spaces will be exhausted through wall mounted propeller exhaust fans. Make-up air will be provided by wall louvers with gravity backdraft dampers.

Heating, Ventilating, and Air Conditioning Equipment – Control Systems

All control equipment for this project will be provided with standalone controls as defined in the system description above.

Heating, Ventilating, and Air Conditioning Equipment – Miscellaneous

The system will be tested and adjusted to deliver the design quantities of air. A written report will be provided in accordance with the SMACNA manual and forms.

The Owner will receive an operating and maintenance service manual for all equipment and devices, including parts listed and all shop drawings.

Owners training will be by the installing contractor and equipment supplies.

MECHANICAL - PLUMBING

Site Utility Systems

The piping for the domestic water systems will be constructed of Class 52, ductile iron pipe with cement mortar lining in accordance with the State Standards for Water and Sewer Main Construction.

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Valves

Valves for the domestic systems will be AWWA approved cast iron with resilient wedge disks.

Valves 2-1/2" inches and smaller will be enclosed in an adjustable cast iron box and valves 3 inches and larger will be enclosed in concrete valve vaults.

Domestic Water Piping Systems

Piping for the domestic water systems will be Type "L" copper with wrought copper soldered fittings.

All pipe shall be securely supported from the building structure with ring, clevis or trapeze hangers; sized for insulation.

For identification, all piping shall have pipe markers showing the type of service in them. All valves shall be tagged with a directory mounted in mechanical room under glass and one copy furnished to the Owner.

Gate and ball valves will be installed on the domestic water piping for isolating equipment and zones.

Each branch line on the domestic water piping shall have shut-off valves to isolate the building by zones.

All domestic water piping shall be insulated with fiberglass insulation in accordance with the current ASHRAE standards for energy efficiencies.

All domestic water systems will be chlorinated and disinfected in accordance with the Illinois Safe Drinking Water Standards.

Plumbing Fixtures

New water closet and lavatory fixtures will be predominately constructed of vitreous china. Water closets and urinals will be floor mounted type with manual flush valves. Lavatories will be wall mounted china lavatories with manual faucet control. Break room sinks will be constructed of 18 gauge, Type 302 stainless steel.

New plumbing fixture trim will be heavy duty, chrome plated type with renewable and interchangeable operating units.

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All fixtures will be supplied with renewable loose key stops for isolating the fixture in order to perform maintenance without disabling the entire water system.

Handicap accessible plumbing fixtures and trim will be provided in accordance with Illinois Accessibility standards.

Domestic Water Heating System

A new domestic hot water heating system will be installed to service the building. The system will utilize a direct fired tank type water heater with glass lining and thermal expansion tank.

Backflow Preventers

New reduced pressure zone principle or double detector check back-flow preventer devices will be installed on the domestic water service, fire protection service and space heating systems in accordance with the State of Illinois Cross-Connection Program.

FIRE PROTECTION

Site Utility Systems

The piping for the fire protection water systems will be constructed of Class 52, ductile iron pipe with cement mortar lining in accordance with the State Standards for Water and Sewer Main Construction.

Valves

Valves for the fire protection systems will be AWWA approved cast iron with resilient wedge disks.

Valves 2-1/2" inches and smaller will be enclosed in an adjustable cast iron box and valves 3 inches and larger will be enclosed in concrete valve vaults.

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Piping

Piping for the fire protection water systems 2 inches and smaller will be Schedule 40 steel with cast iron threaded fittings.

Piping for the fire protection water systems over 2 inches will be Schedule 10 steel with ductile or cast iron roll grooved fittings and bolted C-clamps.

All pipe shall be securely supported from the building structure with ring, clevis or trapeze hangers.

For identification, all piping shall have pipe markers showing the type of service in them. All valves shall be tagged with a directory mounted in mechanical room under glass and one copy furnished to the Owner.

System

A wet pipe sprinkler system(s) will be installed in the office area and bus storage area. The system will be installed in accordance with the National Fire Protection Association (NFPA), Chapter 13 for wet pipe sprinkler systems under light hazard - occupancy classification. Water flow switches, valve supervisory switches and indicating devices will be installed and interfaced with the building fire alarm system supplied under Division 16 specifications.

ELECTRICAL

Electrical Service Entrance

An 800 amp C/T and Meter Cabinet will be provided with an 800 amp Wall Mounted Service Entrance Rated panelboard with an 800 amp Main Device, complete with a Distribution Section with Circuit Breakers for (2) furnaces and associated air cooled condensing units and (2) 200 amp Panels for power and lighting

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Electrical Panelboards

(1) 200 amp panel will be provided in the Garage for Garage lighting, Mech. Loads and Exterior Parking Lot lighting and (1) 200 amp panel will be provided for Office lighting and receptacle loads.

Electrical Conduit and Wire

The underground service conduit shall be rigid metal conduit and all distribution underground conduits shall be PVC with steel elbows. All wiring will be copper, 600 volt rated (Typical for 3) THHN/THWN or XHHN insulated.

Lighting

Fluorescent lighting shall be provided throughout the building. 2x4 3-lamp lay ins will be utilized in Office, Training, Mudroom and Locker Room areas. 2x4 lamp high bay fluorescents will be used in the Garage area. Lamps and ballasts in these areas shall be energy saving type. Exterior building lighting shall be 100 watt, 175 watt, and 400 watt metal halide lamps or LED.

Emergency Lighting

Self-contained lighting units with storage battery, charger and lamps will be provided in corridors and areas required by code.

Exit lights to have integral battery operated emergency power and will be provided at each exit way and areas required by code.

Miscellaneous 120 Volt Power System

Duplex convenience receptacles will be provided for all general purpose requirements.

Cord reel drops will be provided in the Garage.

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Mechanical and Plumbing Equipment

Conduit, wiring, circuits and final connections will be made to all equipment provided by other trades.

Fire Alarm System

A complete fire alarm system will be provided with fire alarm control panel, pull stations, audio/visual devices, detection and supervision.

A remote fire alarm annunciator panel will be mounted at the entrance.

Village of La Grange Park Public Works Department

100% Schematic Design Cost Estimate

5/18/2012 - REVISED 6/7/12

LEGATARCHITECTS

Line #	LaGrange Public Works	Base Bid		Work Set-Performed by Village	ALT 1		ALT 2		ALT 3	
		New Construction	Site Work		Renovation	Epoxy Flooring and Painting	Add Overhead Doors Three Doors	Site Lighting		
1	Owner Allowances	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2	Site Clearing	\$0	\$0	\$25,000	(\$20,000)	\$0	\$0	\$0	\$0	\$0
3	Selective Demolition	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0
4	Site Utilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5	Excavation and Backfill	\$22,000	\$0	\$73,007	\$0	\$0	\$0	\$0	\$0	\$0
6	Asphalt Paving	\$0	\$55,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7	Site Concrete Work	\$0	\$7,744	\$0	\$0	\$0	\$0	\$0	\$0	\$0
8	Chain Link Fence	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9	Seeding and Sod	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
10	Plantings	\$0	\$5,000	\$0	(\$4,000)	\$0	\$0	\$0	\$0	\$0
11	Building Concrete Work	\$112,757	\$0	\$10,000	(\$10,000)	\$0	\$0	\$0	\$0	\$0
12	Masonry Work	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
13	Metal Fabrications	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
14	Rough Carpentry	\$266,924	\$0	\$27,000	\$0	\$0	\$0	\$0	\$0	\$0
15	Wood Trusses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
16	Millwork and Cabinets	\$5,000	\$0	\$0	\$0	\$0	\$0	(\$9,642)	\$0	\$0
17	Roofing	\$54,400	\$0	\$0	(\$4,000)	\$0	\$0	\$0	\$0	\$0
18	Architectural Sheet Metal	\$2,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
19	Caulking and Sealants	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
20	Insulation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
21	Hollow Metal Doors and Frames	\$10,550	\$0	\$1,500	\$0	\$0	\$0	\$0	\$0	\$0
22	Wood Doors	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
23	Aluminum Entrances and Glass	\$7,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
24	Aluminum Clad Wood Windows	\$5,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25	Overhead Doors and Operators (1 12' door each end)	\$9,000	\$0	\$0	\$0	\$0	\$0	\$22,500	\$0	\$0
26	Finish Hardware	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
27	Interior Wall Finish (original estimate had drywall)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
28	Acoustical Ceilings	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
29	Resilient Tile and Base	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
30	Ceramic Tile	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
31	Carpet	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
32	Epoxy Floors	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
33	Concrete Sealer	\$13,600	\$0	\$0	\$0	\$0	\$0	\$58,800	\$0	\$0
34	Painting	\$2,000	\$0	\$0	(\$8,400)	\$0	\$0	\$0	\$0	\$0
35	Toilet Partitions	\$750	\$0	\$0	(\$1,800)	\$0	\$0	\$8,000	\$0	\$0
36	Toilet Accessories	\$750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
37	Markerboards	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
38	Fire Extinguisher	\$200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
39	Plumbing (\$7.25 / s.f.)	\$49,083	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40	Trench Drain and Oil Separator	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
41	HVAC (\$12.28 / s.f.)	\$83,136	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Village of La Grange Park Public Works Department

100% Schematic Design Cost Estimate

5/18/2012 - REVISED 6/7/12

LEGATARCHITECTS

42	CARMON Exhaust System	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0
43	Fire Protection (\$3.00 / s.f.)	\$20,310	\$0	\$0	\$0	\$0	\$0	\$0
44	Electric Work (\$11.80 /s.f.)	\$79,886	\$0	\$0	\$0	\$0	\$0	\$0
45	Site Lighting	\$0	\$0	\$0	\$0	\$0	\$0	\$12,000
46	Low Voltage System	\$0	\$0	\$0	\$0	\$0	\$0	\$0
47	Lightning Protection	\$1,500	\$0	\$0	\$0	\$0	\$0	\$0
	SUB TOTAL (Construction Costs)	\$768,446	\$77,744	\$146,507	\$58,400	(\$39,600)	\$12,858	\$12,000
	Building Permit (cost waived by the Village)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	General Conditions	\$59,323	\$0	\$0	\$0	\$0	\$0	\$0
	SUB TOTAL	\$827,769	\$77,744	\$146,507	\$58,400	(\$39,600)	\$12,858	\$12,000
	OH & P	\$41,388	\$3,887	\$7,325	\$2,920	(\$1,990)	\$643	\$600
	SUB TOTAL	\$869,158	\$81,631	\$153,833	\$61,320	(\$41,790)	\$13,501	\$12,600
	Arch Fees	\$106,697	\$0	\$0	\$0	\$0	\$0	\$0
	Construction Contingency (5%)	\$43,458	\$0	\$0	\$0	\$0	\$0	\$0
	Soft Costs Allowance (computer wiring, phone, etc.)	\$6,000	\$0	\$0	\$0	\$0	\$0	\$0
	Bond	\$8,692	\$816	\$1,538	\$613	(\$410)	\$135	\$126
	PROJECT TOTAL COSTS	\$1,034,004	\$82,448	\$155,371	\$61,933	(\$42,208)	\$13,636	\$12,726
	TOTAL PROJECT COST ESTIMATE	\$ 1,229,615						
	Project Budget	\$ 1,229,824						

Memorandum

TO: Trustee Patricia Rocco, Chairman
Finance Committee

FROM: Julia Cedillo, Village Manager

DATE: June 21, 2012

RE: *First Half & Second Half of June 2012*

Payments for operating expenses from the various funds for *first & second half of June 2012* includes:

	<u><i>First Half of June</i></u>	<u><i>Second Half of June</i></u>
General Fund	\$ 127,286.11	\$ 157,347.32
2004 Debt Service Fund	- 0 -	- 0 -
Water Fund	144,645.81	9,004.01
Motor Fuel Fund	- 0 -	- 0 -
Sewer Fund	4,563.01	3,812.39
Emergency Telephone	3,961.26	2,899.32
Trust & Agency Fund	1,500.00	500.00
Working Cash Fund	- 0 -	- 0 -
Capital Projects Fund	195.00	10,000.00
Total	\$ 282,151.19	\$ 189,525.72

Payment for salaries, deductions, and employer payroll costs for the *first & second half of June 2012* includes a payroll disbursement from:

	<u><i>First Half of June</i></u>	<u><i>Second Half of June</i></u>
General Fund	\$ 144,788.14	\$ 152,544.45
Water Fund	9,662.53	9,691.38
Sewer Fund	3,834.16	3,962.97
Trust & Agency	- 0 -	- 0 -
Total	\$ 158,284.83	\$ 166,198.80

Building & Zoning Committee

**Rimas Kozica, Chairman
Scott Mesick
Marshall Seeder**

Village Board Agenda Memo

Date: June 20, 2012

To: President and Board of Trustees

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

RE: Proposed Modifications to the Village Code

PURPOSE

To request direction from the Village Board as to whether certain modifications to the Village Code are desired in an effort to: (1) provide consistency in application as it relates to carnivals; and (2) provide exceptions to the provisions of the Code regarding noise restrictions, to allow for temporary uses.

GENERAL BACKGROUND – CARNIVALS:

St. Louise de Marillac is planning for a summer carnival that would take place in July at their property, located at 1125 Harrison in La Grange Park. In reviewing Village Code requirements regarding carnivals, staff has discovered that there are conflicting code provisions contained within the Village Municipal Code regarding carnivals.

More specifically, Section 114.002 of the Municipal Code, originally passed in 1958, prohibits carnivals within the Village, unless they are sponsored by the Village. Section 153.195.C.1 (Zoning Code) allows carnivals to be approved as a Temporary Use under Code Section 153.195, (as long as they meet basic requirements noted in this code section).

This conflict has been reviewed with our Village Attorney Cathy Keating, who has determined that the Zoning Code prevails, and that carnivals are allowed, as long as they comply with Section 153.195.C.1 of the code. The reason for this is a general provision in Section 10.08 of the Municipal Code, entitled “Conflicting Provisions”, which states that if provisions of different sections conflict with each other, the provisions bearing the latest date of passage will prevail.

In addition, Attorney Keating has suggested that in light of the obvious conflict, we should consider repealing Section 114.002.

RECOMMENDATION:

Based upon the conflicting code provisions, and the attorney’s suggested direction, staff recommends the Village Board repeal Section 114.002 if they wish for carnivals to be allowed within the Village, even if they are not sponsored by the Village. Again, this would allow carnivals to be approved by Village staff as a Permitted Temporary Use in accordance with Section 153.195.C.1 of the Code.

ACTION REQUESTED:

Discussion regarding the repeal of Section 114.002 of the Village’s Municipal Code. If there is consensus, an ordinance repealing this Section will be drafted for approval at the July 10, 2012, regularly scheduled Village Board Work Session.

GENERAL BACKGROUND – NOISE:

Recently, staff from each the Village's departments met with the St. Louise de Marillac's event organizers. The event is scheduled to take place July 19th through July 22nd, with plans on operating until 10:00 p.m. on July 19th, and 11:00 p.m. on July 20th and 21st. As part of this event, there will most likely be noise generated by carnival rides, attendees, and music, as they plan on having a stage where bands will be playing.

As previously stated, Village staff can approve the carnival as a Permitted Temporary Use in accordance with Section 153.195 of the Village Municipal Code. One of the conditions of such approval is that the event must "Comply with all local regulations," even if they are permitted by the Village.

Sections 93.04 and 93.04.C.5 of the Village Municipal Code classifies "all loud and discordant noises or vibrations of any kind between 9:00 p.m. and 7:00 a.m.," as a Nuisance, affecting peace and safety. As such, events such as the proposed carnival, cannot receive Village approval to operate past 9:00 p.m.

In consultation with the Village Attorney, there are no provisions in our Municipal Code to allow for a simple variation from this code requirement. The only way to allow for the proposed event at St. Louise (as well as other similar events), to go past 9:00 p.m. would be to amend Section 93.04.C.5 of the Village Code.

One suggested way to amend this code requirement is to add language allowing for events that are specifically approved by the Village, to be exempt from this requirement. The following is draft code language including such an amendment.

(5) All loud and discordant noises or vibrations of any kind between 9:00 p.m. and 7:00 a.m.;

Exception: Temporary Uses specifically approved by the Village are exempt from the requirement, but only to the extent that the use is operated within the hours and requirements as specifically approved and permitted.

RECOMMENDATION:

If the Village Board wishes to allow the proposed carnival to operate beyond 9:00 p.m., and other similar events to be allowed to operate outside of the specific hours of the noise regulations as currently contained within the Village Code, then it is recommended that Section 93.04.C.5 of the Village Code is amended as noted.

ACTION REQUESTED:

Discussion regarding the amendment of Section 93.04.C.5 of the Village Municipal Code. If there is consensus, a proposed ordinance amending this Section of the code will be drafted for approval at the July 10, 2012, regularly scheduled Village Board Work Session.

DOCUMENTATION:

- Section 114.002 of Village Municipal Code (Carnivals Prohibited)
- Sections 153.195 and 153.195.C.1 of Village Municipal Code (Temporary Uses and Structures)
- Email correspondence from Attorney Keating regarding Carnivals
- Sections 93.04 and 93.04.C.5 of Village Municipal Code (Nuisances)
- Draft version of the Temporary Use Application submitted by St. Louise de Marillac



§ 114.002 CARNIVALS PROHIBITED.

All affairs or events commonly known as carnivals, as specifically defined in ILCS Chapter 65, Act 5, § 11-54.1-1, shall be prohibited within the village, unless such event is sponsored by the village.

(70 Code, § 5-5) (Ord. passed 6-8-58; Ord. 729, passed 8-12-03)



§ 153.195 TEMPORARY USES AND STRUCTURES.

(A) *Temporary use permit application.*

(1) Any person, firm or corporation desiring to obtain a temporary use permit, as required by this Code, shall file a written application with the Zoning Administrator on a form provided by the village.

(2) The Zoning Administrator shall grant temporary use permits for those uses listed below so long as he or she determines that the proposed use, complies with the requirements of this section and this Code. Unless expressly provided in this section, every temporary use or structure shall comply with the bulk requirements applicable in the district in which it is located.

(3) Temporary uses not specifically listed here shall require the specific approval of the Village Board. Unless otherwise limited, temporary uses may be allowed in any zoning district, provided that it is consistent with the purpose and intent of this Code and the zoning district in which it is located.

(4) Every temporary use shall comply with this Code and all local regulations. The Zoning Administrator or Village Board may impose other conditions, as part of the temporary use permit approval, as necessary to achieve the purposes of this Code, and to protect the public health, safety, comfort, convenience and general welfare. No temporary use shall be permitted in any district if it would have a significant negative impact on any adjacent property or on the area as a whole.

(B) *General provisions.* Every temporary use shall comply with all the requirements listed below.

(1) No temporary use shall be permitted that causes, or threatens to cause, an on-site or off-site threat to the public health, safety, comfort, convenience and general welfare.

(2) Every temporary use shall be operated in accordance with such restrictions and conditions as the Fire Department may require. If required by the village, the operator of the temporary use shall employ appropriate security personnel.

(3) No temporary use shall be permitted if the additional vehicular traffic reasonably expected to be generated by such use would have undue detrimental effects on surrounding streets and uses. No temporary use shall block handicapped or fire lanes.

(4) No temporary use shall be authorized that would unreasonably reduce the amount of parking spaces available for use in connection with permanent uses located on the lot in question. The Zoning Administrator may make an assessment of the total number of parking spaces that will be reasonably required in connection with a proposed temporary use, on the basis of the particular use, its intensity and the availability of other parking facilities in the area. The Zoning Administrator shall approve the temporary use only if such parking spaces are provided.

(5) No temporary use shall be permitted if it conflicts with another previously authorized temporary use.

(6) Signs shall be permitted only in accordance with §§ [153.255](#) through 155.265 (Signs).

(C) *Permitted temporary uses.*



(1) *Carnival/circus.* Carnivals/circuses shall be evaluated on the basis of the adequacy of the parcel size, parking provisions, traffic access, and the absence of undue adverse impact, including noise, on other properties. These uses need not comply with the yard requirements and the maximum height requirements of this Code. The concessionaire responsible for the operation of any such use shall:

(a) Submit, in advance of the event, a site layout displaying adequate ingress and egress routes for emergency vehicles with no dead-end aisles.

(b) Comply with all local regulations.

(c) Provide refuse containers in the number and locations required by the village. All containers shall be properly serviced.

(d) Provide for thorough clean-up of the site at the completion of the event.

(e) Provide proof that all amusement devices have been state inspected.

(f) Upon written notice from the village, immediately stop the use of any amusement device or structure found by the village to pose a threat to the public safety.

Dean Maggos

From: Cathleen M. Keating [cmk@mccslaw.com]
Sent: Thursday, May 31, 2012 8:35 AM
To: Dean Maggos
Cc: Julia Cedillo
Subject: RE: St. Louise Summerfest

Dean:

You are correct that our new Zoning Code (§153.195.C) allows carnivals but Section 114.002 of the Municipal Code (passed in 1958) prohibits them.

Section 10.08 of the Code, entitled "Conflicting Provisions" states that if provisions of different sections conflict with each other, the provisions bearing the latest date of passage will prevail. Thus, the Zoning Code provisions prevail and St. Louise must comply with 153.195.C for its carnival.

In light of the obvious conflict, however, we should consider repealing Section 114.002.

Cathleen M. Keating
Martin, Craig, Chester & Sonnenschein LLP
2215 York Road Suite 550
Oak Brook, Illinois 60523
630-472-3407

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For more information about Martin, Craig, Chester & Sonnenschein LLP please visit our website at <http://www.mccslaw.com/>.

From: Dean Maggos [mailto:dmaggos@lagrangepark.org]
Sent: Wednesday, May 30, 2012 5:06 PM
To: Cathleen M.Keating
Cc: Julia Cedillo
Subject: St. Louise Summerfest

Cathy –

I also left you a voicemail on this but I had a question.

I spoke to a parent of St. Louise who was doing some research on food vendors for a new summer event they are planning for this July 19-22. It's the first I heard of it, and told her I would send her some information, but that there are also various other requirements potentially involving the stage, carnival and liquor.

When I went to research it, I found the following Village Ordinance, which specifically prohibits carnivals not sponsored by the Village...

6/21/2012

§ 114.002 CARNIVALS PROHIBITED.

All affairs or events commonly known as carnivals, as specifically defined in ILCS Chapter 65, Act 5, § 11-54.1-1, shall be prohibited within the village, unless such event is sponsored by the village.

(70 Code, § 5-5) (Ord. passed 6-8-58; Ord. 729, passed 8-12-03)

I am going to let her know, so she can inform others, but if they ask, what would be the process to get past this requirement if there is one?

- Dean

Dean J. Maggos, EFO
Director of Fire, Building and Emergency Management
Village of La Grange Park
447 N. Catherine Ave.
La Grange Park, IL 60526
708-354-0225, x310 / 708-354-0241 fax
dmaggos@lagrangepark.org

Will You Look For Two Ways Out from Every Building You Enter Today?

Will Your Smoke Detectors Work if You Experience a Fire Tonight?

Have You Considered Installing Home Fire Sprinklers?



§ 93.04 NUISANCES.

(A) *Nuisance defined.* For the purposes of this section, a public nuisance is a thing, act, occupation, condition or use of property, which shall continue for such length of time as to:

- (1) Substantially annoy, injure or endanger the comfort, health, repose or safety of the public;
- (2) In any way render the public insecure in life or in the use of property;
- (3) Greatly offend the public morals or decency;
- (4) Unlawfully and substantially interfere with, obstruct or tend to obstruct or render dangerous for passage any street, alley, highway, or other public way; or
- (5) Be any nuisance so defined by law.

(B) *Nuisances affecting health.* The following acts, omissions, places, conditions and things are hereby specifically declared to be public health nuisances, but shall not be construed to exclude other health nuisances coming within the definition of this section:

- (1) Carcasses of animals, birds or fowl not lawfully disposed of in a sanitary manner within 24 hours after death;
- (2) Accumulations of decayed animal or vegetable matter, trash, rubbish, rotting lumber, bedding, packing material, abandoned vehicles or machinery, scrap metal or any material in which flies, mosquitoes, disease-carrying insects, rats or other vermin may be harbored or breed;
- (3) All stagnant water in which mosquitoes, flies or other insects can multiply;
- (4) Trash or garbage receptacles that are not fly-tight;
- (5) The escape of smoke, soot, cinders, noxious acids, fumes, gases, fly ash or industrial dust within the village limits in such quantities as to endanger the health of persons of ordinary sensibilities or to threaten or cause substantial injury to property;
- (6) The pollution of any public property, well, cistern, stream, lake, or body of water by sewage, industrial wastes or other substances;
- (7) Any use of property, substances or things within the village emitting or causing any foul, offensive, noisome, nauseous, noxious, or disagreeable odors, effluvia or stenches extremely repulsive to the physical senses of ordinary persons, which annoy, discomfort, injure or inconvenience the health of any appreciable number of persons within the village;
- (8) All abandoned wells not securely covered or secured from public use;
- (9) Any obstruction in or across any watercourse, drainage easement, ditch or ravine; or
- (10) The deposit of garbage, rubbish, or any offensive substance on any street, sidewalk or public place, or on any private property, except as may be permitted by ordinance.

(C) *Nuisances affecting peace and safety.* The following acts, omissions, places, conditions and things are hereby declared to be public nuisances affecting peace and safety, but such enumeration shall not be construed to exclude other nuisances affecting public peace or safety coming within the provisions of this section:

(1) All buildings erected, repaired or altered in violation of the provisions of the code or ordinances of the village relating to materials and manner of construction of buildings and structures;

(2) All unauthorized signs, signals, markings or devices which purport to be or may be mistaken as official traffic-control devices placed or maintained upon or in view of any public highway or railway crossing;

(3) All trees, hedges, or other obstructions which prevent persons driving vehicles on public streets, alleys or highways from obtaining a clear view of traffic when approaching an intersection or pedestrian crosswalk;

(4) All use or display of fireworks except as provided by the laws of the state and code or ordinances of the village;



(5) All loud and discordant noises or vibrations of any kind between 9:00 p.m. and 7:00 a.m.;

(6) All obstructions of streets, alleys, sidewalks or crosswalks and all excavations in or under the same, except as permitted by the code or ordinances of the village or which, although made in accordance with such code or ordinances, are kept or maintained for an unreasonable length of time after the purpose thereof has been accomplished;

(7) All open and unguarded pits, wells, excavations or unused basements freely accessible from any public street, alley or sidewalk;

(8) All abandoned refrigerators or iceboxes from which the doors and other covers have not been removed or which are not equipped with a device for opening from the inside by pushing only with the strength of a small child;

(9) Any unauthorized or unlawful use of property abutting on a public street, alley or sidewalk or of a public street, alley or sidewalk, which causes large crowds of people to gather, obstructing traffic and free use of the streets or sidewalks;

(10) Any advertisements or signs affixed to any building, wall, fence, sidewalk, street or other private or public property without permission of the owner thereof; or

(11) Any sign, marquee or awning, which is in an unsafe condition, or which overhangs any roadway, or which overhangs any sidewalk less than eight feet above the sidewalk surface.

(D) *Nuisances prohibited.* No person shall erect, contrive, cause, continue, maintain or permit to exist any public nuisance within the village.

(E) *Inspection of premises.* The Director of Fire and Building or their designee may inspect or cause to be inspected premises upon which it is believed that a public nuisance exists and shall make a written report of the inspection.

(F) *Abatement.*

(1) *Notice to owner of nuisance.* If the inspecting officer shall determine that a public nuisance exists on private property and that there exists a threat to the public health, safety, peace, morals or decency, the Director of Building and Fire, or their designee, may direct that notice is served upon the owner, or, if the owner cannot be found, on the occupant or person causing, permitting or maintaining such nuisance and to post a copy of the notice on the premises. Such notice shall direct the owner, occupant or person causing, permitting or maintaining such nuisance to abate or remove such nuisance within a specified time period as determined to be appropriate and shall state that unless such nuisance is so abated, the village will cause the same to be abated and will charge the cost thereof to the owner, occupant or person causing, permitting or maintaining the same, as the case may be. If the nuisance has an immediate danger to the public, nothing shall prevent the village from taking immediate action to protect the public.

(2) *Abatement by village.* If the nuisance is not abated within the time provided, or if the owner, occupant or person causing the nuisance cannot be found, the village shall cause the abatement or removal of such public nuisance.

(G) *Abatement by court action.* If the inspecting officer shall determine that a public nuisance exists on private premises but that the nature of such nuisance is not such as to threaten great and immediate danger to the public health, safety, peace, morals or decency, they shall file a written report of his or her findings and shall cause a court action to abate such nuisance to be commenced in the name of the village.

(H) *Cost of abatement.* In addition to any other penalty imposed by this section for the erection, contrivance, creation, continuance or maintenance of a public nuisance, the cost of abating a public nuisance by the village shall be collected as a debt from the owner, occupant or person causing, permitting or maintaining the nuisance, and if notice to abate the nuisance has been given to the owner, such cost shall be assessed against the real estate as other special taxes.



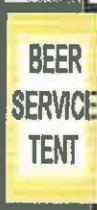
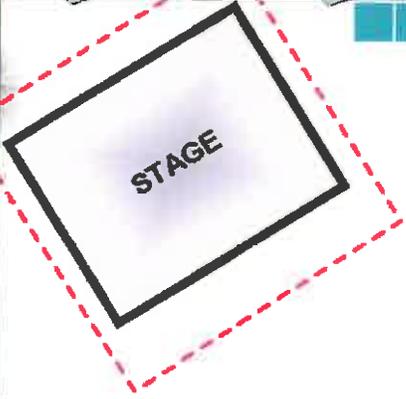
**APPLICATION FOR
TEMPORARY USE PERMIT
VILLAGE OF LA GRANGE PARK, ILLINOIS**

DRAFT

DATE	
Applicant Name, Address & Phone Number St. Louise De Marillac Father Denis Condon 1125 Harrison La Grange Park, IL 60526 708-352-2202 Phone	Property Owner Name, Address & Phone Number (where temporary use is to be located) St. Louise De Marillac Father Denis Condon 1125 Harrison La Grange Park, IL 60526 708-352-2202 Phone
Address of Subject Property St. Louise De Marillac Father Denis Condon 1125 Harrison La Grange Park, IL 60526 708-352-2202 Phone	Zoning District Commercial Current Use of Property Faith based – Church and school
Temporary Uses Permitted by Zoning Code Requiring Temporary Use Permit (Zoning Administrator Approval) Please check applicable temporary use:	
<input checked="" type="checkbox"/> Carnival/Circus <input type="checkbox"/> Arts and Crafts Show, Plant Show (Indoor or Outdoor) <input type="checkbox"/> Temporary Contractor Trailer, Real Estate Model Unit	
<input type="checkbox"/> Christmas Tree Sales Lot or Pumpkin Patch <input type="checkbox"/> Sidewalk Sales <input type="checkbox"/> Tent (Non-Residential District)	
<input type="checkbox"/> Farmers Market <input type="checkbox"/> Temporary Retail Stand (Only in C-1, C-2, M-1 and OS Districts)	
<p>Temporary uses not specifically listed above require the specific approval of the Village Board. Such uses may be allowed in any zoning district, provided that such temporary use is consistent with the purpose and intent of the Zoning Code and the zoning district in which it is located.</p> <p>Description of Proposed Temporary Use (Attach sheet if additional space is necessary)</p> <p>A carnival on July 19,20,21,22 2012 to be held on the property of St. Louise de Marillac's specifically parking lots (see attachment - A). Carnival rides (DJ Amusements-see attachments B) , food vendors, music (refer to attachment), and beer garden.</p>	
<p>I (We) hereby affirm that all of the above statements and the statements contained in any papers or plans submitted herewith are true to the best of my (our) knowledge and belief.</p> <p>I (We) hereby acknowledge my (our) obligation to reimburse the Village of La Grange Park for all necessary and reasonable expenses incurred by the Village in the review and certification of any documents submitted in conjunction with this application.</p>	
_____ Applicant Signature	Applicant Mailing Address St. Louise De Marillac Father Denis Condon 1125 Harrison La Grange Park, IL 60526 708-352-2202 Phone
_____ Property Owner Signature	

30th Street

DRAFT



Harrison

Harrison

Raymond

REINFORCEMENT
 KID'S IN
 SCHOOL COURTYARD
 PARKING

↙ Street ↘

Name of the Rides for the St. Louise de Marillac Summerfest 2012

Attachment B

DRAFT

Tornado

Fury

Moby Dick

Zero Gravity

Hymilaya

Fun House

Kid Flyer

Rainbow Rock

Dizzy Dragon

Dragon Wagon

Zomba

Items of Interest

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

Proviso Municipal League Golf Outing
Fresh Meadows Golf Club

Wednesday, July 18
3:00 p.m. start

2012 MEETINGS REMINDER

July 10, 2012	Work Session Meeting	7:30 p.m.	Village Hall
July 24, 2012	Village Board Meeting	7:30 p.m.	Village Hall
August 14, 2012	Work Session Meeting	7:30 p.m.	Village Hall
August 28, 2012	Village Board Meeting	7:30 p.m.	Village Hall
September 11, 2012	Work Session Meeting	7:30 p.m.	Village Hall
September 25, 2012	Village Board Meeting	7:30 p.m.	Village Hall
October 9, 2012	Work Session Meeting	7:30 p.m.	Village Hall
October 23, 2012	Village Board Meeting	7:30 p.m.	Village Hall
November 13, 2012	Work Session Meeting	7:30 p.m.	Village Hall
November 27, 2012	Village Board Meeting	7:30 p.m.	Village Hall
December 11, 2012	Work Session Meeting	7:30 p.m.	Village Hall