

PRESIDENT
Dr. James L. Discipio

VILLAGE MANAGER
Julia A. Cedillo

VILLAGE CLERK
Amanda G. Seidel



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

VILLAGE BOARD MEETING

Tuesday, NOVEMBER 26, 2013 – 7:30 p.m.

AGENDA

1. **Call meeting to order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Presentation – Representative Emanuel “Chris” Welch IEPA Downspout Disconnect Grant**
5. **Public Participation (Agenda Related Items Only)**
6. **Consent Agenda (Roll Call Vote)**

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

A. Approval of Minutes

- (i) Village Board Meeting – October 22, 2013
- (ii) Work Session Meeting – November 12, 2013
- (iii) Executive Session Meeting – November 12, 2013

- B. Action – Restructuring of Building Permit Fees *Motion: To Approve an Ordinance Amending the La Grange Park Building Code and Regulations as Amended*
- C. Action – Restructuring of Fire Prevention Fees *Motion: To Approve an Ordinance Amending the La Grange Park Fire Prevention Code as Amended*
- D. Action – Police Department Garage Floor Restoration *Motion: To Authorize Quality Restorations to Perform the Work for the Quoted Price of \$14,695*
- E. Action – IEMA Pre-disaster Mitigation Grant Funds *Motion: To Approve a Resolution Authorizing Execution of a Grant Agreement with the Illinois Emergency Management Agency for Pre-disaster Mitigation Grant Funds*
- F. Action – 2013 Construction Projects – Amendments to Edwin Hancock Engineering Agreements *Motion: To Authorize the Village President to Execute Two Amendments to the Professional Engineering Services Agreement for 1) 2013 Sewer Lining Project and 2) Beach Resurfacing Project*
- G. Action – Newberry/Oak/Kemman Water & Sewer Main Relocation Project – Payment of OTM Water Services Invoice *Motion: Authorize the Payment of \$10,150 to OTM Water Services for Invoices 1088 and 1089 dated October 18, 2013*
- H. Action – Resolution for Construction on State Highways *Motion: To Approve a Resolution for Construction on State Highways*
- I. Action – Meeting Schedule *Motion: To Approve a Resolution Approving 2014 Meeting Dates*

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

AGENDA (continued – Page 2)

- J. Action – *Motion to Authorize the President and Chairperson of the Finance Committee to sign the register for bills, and authorize the Treasurer and Village Clerk to sign checks in payment of operating bills and salaries as itemized in the Check Registers*
- K. Action – *Motion to Authorize the Village Treasurer and Village Clerk to sign checks in the payment of payroll and other bills that become due between this date and January 28, 2014 with subsequent approval of the Payroll Register and Voucher Register by the Board of Trustees at its regular meeting to be held on January 28, 2014*

- 7. **Village Manager’s Report**
 - A. Discussion & Action – Proposal for Professional Recruitment Services for Finance Director Position *Motion: To Accept a Proposal for Professional Services, by Voorhees Associates LLC, dated November 21, 2013, for the Recruitment of a New Finance Director, in an Amount Not to Exceed \$15,250, and Authorize the Village Manager to Execute Same*

- 8. **Administration Committee** – Robert Lautner, Chairman
 - A. Monthly Report

- 9. **Building & Zoning Committee** – Michael Sheehan, Chairman
 - A. Monthly Report
 - B. Discussion & Action – Zoning Application No. 2013-03; 417 N. Stone Variation *Motion: To approve an Ordinance Granting a Certain Variation for 417 N. Stone (Public Hearing No. 2013-03)*

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

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

- 12. **Public Works Committee** – Scott Mesick, Chairman
 - A. Monthly Report – Public Works Department
 - B. Discussion & Action – Emerald Ash Borer Tree Removal Report *Motion: To Increase the Budget for Public Works Tree Trimming and Removal in the Amount of \$65,000*

- 13. **Finance Committee** – Patricia Rocco, Chairman
 - A. Monthly Report
 - B. Action - Tax Levy Ordinances *Motion: To approve the four ordinances to be adopted: 1) Tax Levy Ordinance; 2) An Ordinance Providing for Specific Reduction of the 2013 Property Tax Levy Pursuant to the Property Tax Extension Limitations Law; 3) Ordinance*

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

AGENDA (continued – Page 3)

Providing for the Abatement of Certain Taxes Levied for the Payment of General Obligations Bonds, Series 2004, of the Village of La Grange Park; 4) Ordinance Providing for the Abatement of Certain Taxes Levied for the Payment of General Obligations Bonds, Series 2006, of the Village of La Grange Park

14. 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

15. Village President

Proclamation - National Drunk and Drugged Driving (3D) Prevention
Month December 2013

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

17. New Business

18. Executive Session –for the purpose of discussing *Security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property (periodic training) according to 5ILCS 120/2 (c)(8)*

19. Adjourn

Next Village Work Session Meeting: December 10, 2013
Note: There will be no Board Meeting in December



RULES FOR PUBLIC COMMENT

Village Board Work Session Meetings Village Board Meetings

1. Please step up to the microphone before speaking, and announce your name and address before beginning your comments.
2. After announcing your name and address for the record, you will be allowed to speak for three (3) minutes.
3. You may not use profane or obscene language and you may not threaten any person with bodily harm, or engage in conduct which amounts to a threat of physical harm.
4. (a) Agenda-related comments: The Village President reserves the right to disallow comments that are repetitive of comments previously made during the meeting, or comments that do not relate to agenda items.

(b) Non-agenda-related comments: The Village President reserves the right to disallow comments that are repetitive of comments previously made during the meeting, or comments that do not relate to Village business, Village services or Village governance.
5. The Village of La Grange Park complies with the Americans with Disabilities Act of 1990. If you require accommodations in order to observe or participate in the meeting, please contact Ms. Andy Bagley at (708) 354-0225 between 9:00 and 5:00 before the meeting so that the Village can make reasonable accommodations for you.

Consent Agenda Items

Village Board Agenda Memo

Date: November 7, 2013

To: Village President and Board of Trustees

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

RE: **Restructuring of Building Code Permit Fees**

PURPOSE

To approve an amendment to the Village's Building Codes and Regulations that (1) establishes a new fee structure for building permit applications; (2) modifies processes and amounts related to required deposits and bonds; and (3) requires submittal of a Reimbursement of Fees Agreement (included as part of the building permit application) and corresponding deposit.

GENERAL BACKGROUND

The Village's building permit fees were previously referenced by the Village Board as part of the overall Local Revenue Study Data Report. As such, Village staff began a process to analyze such fees, and the structure utilized to charge such fees, as contained within the Village's Building Code. The Village currently uses a fee structure that was adopted in a Building Code update in August of 2003, with some specific fees increased slightly in November of 2003, and a minor increase to the percentage being used to calculate fees made in April of 2004. As such, we have been charging the same basic fees for building permits since April of 2004, or for over nine years.

Most building permit fees are used to recapture the costs associated for Village staff time, to review, permit and inspect projects, and for overall operating the Village's Building Department. Obviously, although we have done what we can over the years to keep costs down, those costs have increased over this time period. In addition, the demands of staff, in regards to the time it takes to review plans and conduct inspections have also increased. Some of these increased demands stem from various new laws that have been enacted at the state or federal level, (some of which falls onto the local jurisdictions for review and enforcement), use of a better and more comprehensive zoning code, and an increased demand (from both society and internally) for thoroughness, accuracy, increased professionalism and customer service, and for a level of operations that reduce the potential for liability.

In order to properly analyze our current fees and structure, staff began by conducting a comprehensive Building Permit Fee Survey, which was initiated earlier in the year. This included surveying the fees and structures utilized by eight nearby communities. This process took many hours of staff time in that we did not initially get responses from all communities surveyed, and each of the communities that we

did receive responses from, utilize various different methods for structuring their fees. As such, it is at times fairly difficult to clearly compare one community's fees against another one.

Once the information provided could be further deciphered and researched, staff met on numerous occasions to contrast and compare the information, and then looked internally as to how much various permitted projects were actually costing our Village to process, from plan review through final inspection approvals. Staff looked at the number of hours, and sometimes minutes, these projects take to process, and then compared it to the actual cost of staff's time. Although it is not an exact science, staff could then get a fairly good idea of the true cost of service being provided, and reflect such in many of our new fees, and the new structure for them.

During this process, a few key goals and issues surfaced and became apparent, which are outlined here and may help to better explain why the structure and fees being recommended are such.

1. The actual new fee for each type of permit generally recaptures the cost to the Village to administer such. Overall though, it should be understood, that actual individual projects vary so much in scope, that in some cases the costs associated for one certain project may slightly help to subsidize the cost of another project, in regards to staff time spent.
2. When comparing fees to other nearby communities, staff did take into consideration to some extent where our proposed fees ended up by comparison to others. This was done to ensure that staff did not propose fees that were significantly higher than, nor significantly lower than, neighboring communities. This helps to ensure that building projects within our Village remain affordable to residents. As previously noted, this sometimes proved difficult, as various methods are used by the various other communities surveyed. Staff believes though, that even with these difficulties, our fee structure places La Grange Park in the mid to upper range of comparable nearby communities for most projects.
3. As noted, bond and deposit requirements have changed, including an additional requirement for a Reimbursement of Fees Agreement to be executed for construction and remodeling projects, which will provide for an upfront deposit. This will help to insure that we capture all out-of-pocket costs related to the review and processing of building permits. There have been various cases where we have taken in-house staff time, and/or paid for outside consultant reviews, and permits were never issued; leaving us with a net loss, or taking additional staff time pursuing cost recovery. By using a balanced approach in collecting a deposit upfront, with the amount dependent upon the type/size of the project, we hope to tighten up loss controls. The use of this type of structure also allows for us to be more adaptable when the costs of outside consultant fees fluctuate or change, as we will be better posed to recapture the actual costs to the Village.
4. In addition, this restructuring to some extent should help to allow applicants to more easily understand fees associated for some projects. One example is that we have now included some of the various types of trades (electrical, plumbing, etc.), associated with a new residential construction project, within the base costs.

RECOMMENDATION

Staff recommends the Village Board approve an amendment to the Village of La Grange Park Building Codes and Regulations which establishes a new fee structure for building permit applications, modifies processes and amounts related to required deposits and bonds, and requires submittal of a Reimbursement of Fees Agreement and corresponding deposit for building permit applications.

ACTION / MOTION

Motion to Approve an Ordinance Amending the La Grange Park Building Codes and Regulations as Amended.

DOCUMENTATION

- Comparison of Current and Proposed Fees
- Reimbursement of Fees Agreement
- Ordinance Amending the La Grange Park Building Codes and Regulations As Proposed
- Building Permit Fee Survey – Village of La Grange Park Spring 2013
- Existing Sections of Building Codes and Regulations related to Fees
- Local Revenue Study scorecard
- Presentation Slides

**Permit Fee Changes - November 2013
Proposed / Current Comparison**

Village of La Grange Park, Illinois PROPOSED Building Permit Fees Residential Permit Fees		Current Fees for Comparison
Construction Type	Fee	
One & Two Family Structures	1.75% construction costs plus all deposit, bond, tap, and meter fee requirements (found in fee table)	1.15% construction cost plus \$400.00 plan review, electric, plumbing, HVAC, occupancy
Addition	1.75% construction costs plus all deposit, bond, tap, and meter fee requirements (found in fee table)	1.15% construction cost plus \$250.00 plan review, electric, plumbing, HVAC, occupancy
Interior Remodel	1.75% construction costs plus all deposit, bond, tap, and meter fee requirements (found in fee table)	1.15% construction cost plus \$100.00 plan review, electric, plumbing, HVAC, occupancy
Garage	1.75% construction costs plus all deposit requirements (found in fee table)	1.15% construction cost plus \$100.00 plan review, electric, plumbing, HVAC, occupancy
Temporary or Conditional Occupancy	\$100.00 each	NEW - Occupancy fee of \$15.00 removed
Application Deposit Requirements		
One & Two Family Structure Addition	\$2,500.00	NEW - to cover outside review fees
Interior Remodel	\$1,000.00	\$400.00 plan review plus engineering review (\$109.00 per hour)
Residential Garage	\$250.00	\$250.00 plan review plus engineering review (\$109.00 per hour)
	\$500.00	\$100.00 plan review plus engineering review (\$109.00 per hour)
Miscellaneous Residential Permit Fees		
Fence	\$100.00	\$100.00 plan review plus engineering review (\$109.00 per hour)
New Roof	\$125.00	1.00% construction cost - minimum \$50.00
Roof Repair	\$75.00	1.15% construction cost - minimum \$50.00
Driveway	\$125.00	1.15% construction cost - minimum \$50.00
Walkway or Patio	\$75.00 each	1.00% construction cost - minimum \$50.00
HVAC or Boiler Replacement	\$75.00 each unit	1.15% construction cost - minimum \$50.00
New HVAC System	\$75.00 each unit	\$25.00 each unit
Lawn Sprinkler or Irrigation Systems	1.5% construction cost - minimum \$75.00	1.15% construction cost - minimum \$50.00
Above Ground Swimming Pool & Hot Tub	\$75.00	\$20.00
In-Ground Swimming Pool	\$200.00	\$150.00
Generators - residential Only	1.5% construction cost plus \$150.00 plan review	1.15% construction cost - minimum \$50.00
	\$150.00 each	\$150.00
Accessory Structures including but not limited to deck, gazebo, pergola or shed; not listed separately	\$175.00 each	1.15% construction cost - minimum \$50.00
Repairs, Alterations, & Misc including but not limited to windows, siding, drain tile, plumbing or electric work; not listed separately	1.5% construction cost - minimum \$75.00	1.15% construction cost - minimum \$50.00
In-House Review (if required)	\$100.00 initial hour, plus \$50.00 each additional hour or resubmittals	\$100.00 minimum (currently not established by code)

**Permit Fee Changes - November 2013
Proposed / Current Comparison**

Demolition Fees	
Residential	\$500.00 plus \$2,500.00 site management bond
Multi-Family	1.50% demolition costs – minimum \$500.00 plus \$2,500 site management bond
Non-Residential	1.50% demolition costs –minimum \$500.00 plus \$2,500 site management bond
Garage or Accessory Structure	\$50.00
Bonds	
Site Management (required for demolition)	\$2,500.00
Parkway or Sidewalk Opening	\$500.00
½ Street Opening	\$1,000.00
Full Street Opening	\$1,500.00
Tap & Water Fees	
Water Tap	\$750.00
Sewer Tap	\$750.00
Water Use During Construction	\$300.00
Meter & Connection Fee	\$500.00
Other Structures, excluding One & Two Family Structures	
Up to \$1,000,000 construction costs	1.50% construction costs plus all plumbing, electric, HVAC, occupancy, deposit, bond, and tap requirements (found in fee table)
\$1,000,001 to \$5,000,000 construction costs	1.00% construction costs added to above
Over \$5,000,000 construction costs	.50% construction costs added to above
Application Deposit Requirements	\$5000.00 new construction or additions - \$500.00 alterations or remodels
Plumbing - including repairs or alterations	\$100.00 up to 5 fixtures, \$10.00 each additional fixture
Electric - including repairs or alterations	1.5% construction cost - minimum \$100.00 plus \$10.00 per circuit
HVAC or Boiler	1.5% construction cost - minimum \$100.00 plus \$25.00 per unit
Parking Lots - New or Resurface	1.5% construction cost - minimum \$75.00
Repairs, Alterations, & Misc including but not limited to windows, siding, or drain tile work; not listed separately	1.5% construction cost – minimum \$75.00
Occupancy - Multi-Family	\$50.00 per unit
Occupancy - all other	\$100.00
Temporary or Conditional Occupancy	\$100.00 each
In-House Review (if required)	\$100.00 initial hour, plus \$50.00 each additional hour or resubmittals
	\$400.00 plus \$3,000.00 site management bond
	\$500.00 plus \$3,000.00 site management bond
	\$500.00 plus \$3,000.00 site management bond
	\$50.00
	\$3,000.00
	\$500.00
	\$1,000.00
	\$1,500.00
	\$500.00
	\$500.00
	NEW FEE
	\$385.00 previously called meter & installation fee
	1.15% construction cost - minimum \$50.00
	.50% added to above
	.25% added to above
	billed at \$2.00 per \$1000 of construction costs outside review fees billed at cost separate from permit fees
	\$50.00 up to 5 fixtures, \$8.00 each additional fixture
	1.15% construction cost - minimum \$50.00 plus \$8.00 per circuit plus \$35.00 for 100 amp, \$39.00 for 200 amp etc...
	1.15% construction cost - minimum \$50.00
	\$.01 per square foot of paving or 1% construction cost minimum \$50.00
	1.15% construction cost - minimum \$50.00
	\$50.00 per unit
	\$50.00
	NEW
	\$100.00 minimum (currently not established by code)

**Permit Fee Changes - November 2013
Proposed / Current Comparison**

Signs	
Illuminated	\$125.00 each
Non-Illuminated	\$75.00 each
Face Change	\$75.00 each
Elevators	
New Elevator	\$250.00 - \$125.00 for each failed inspections
Safety Testing Inspection	\$125.00
Semi-Annual Inspection	\$60.00 each inspection (includes re-inspection due to failure of semi-annual inspection)
Rules Sign (supplied by Village)	\$50.00 (not required for all projects)
Reinspection Fee	\$75.00
Unpermitted Work Fine	Double required fee -- maximum \$750.00

	\$85.00
	\$35.00
	\$35.00
	\$250.00 - \$125.00 for each failed inspections
	\$125.00
	\$55.00 each inspection (includes re-inspection due to failure of semi-annual inspection)
	\$50.00
	\$50.00
	Double fee - maximum fine \$100.00

ORDINANCE NO. 979

**ORDINANCE AMENDING THE "LA GRANGE PARK
BUILDING CODES AND REGULATIONS" AS AMENDED**

Whereas, the Board of Trustees has determined that it is in the best interests of the Village of La Grange Park to amend the La Grange Park Building Codes and Regulations.

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

SECTION 1: That Section 7.216 of the La Grange Park Building Codes and Regulations is hereby amended to remove the following language "7.216 PUBLIC SAFETY, INSURANCE, BONDS" in its entirety and replace it with the following language:

"§7.216 PUBLIC SAFETY & INSURANCE."

SECTION 2: That Section 7.216 of the La Grange Park Building Codes and Regulations is hereby amended to delete sub-section "(L) *Performance Bond*" in its entirety and replace it with the following language:

"(L) *Performance Bond*. Prior to the issuance of a building permit, the applicant shall be required to submit a performance bond in accordance with Section 7.220 (B)."

SECTION 3: That Section 7.216 of the La Grange Park Building Codes and Regulations is hereby amended to delete sub-section "(M) *Bond Refund*" in its entirety and replace it with the following language:

"(M) Reserved."

SECTION 4: That Section 7.219 of the La Grange Park Building Codes and Regulations is hereby amended to delete sub-section "7.220(B) *Application Form*" in its entirety and replace it with the following language:

"(B) *Application Form*. An application for a permit shall be submitted in such form as approved by the Director of Fire and Building. Such application shall contain the full names and addresses of the applicant and of the property owner, and if the owner is a corporate body, trustee, or partnership, the full name(s) and address(s) of its real party/ies in interest. In addition, said application shall be executed by the property owner or his/her/its duly authorized agent. The application shall also describe the

proposed work. Execution of said application includes execution of a Reimbursement of Fees Agreement, as outlined in Section 7.220 (A).”

SECTION 5: That Section 7.220 of the La Grange Park Building Codes and Regulations is hereby amended to delete Section “7.220 PERMIT FEES” in its entirety and replace it with the following language:

“§7.220 PERMIT FEES, DEPOSITS, BONDS.

The permit fees and charges applicable to all development, building or construction within the Village shall be those fees and charges as set forth herein.

One & Two Family Residential Structures	
New Structure	1.75% construction costs*
Addition	1.75% construction costs*
Interior Remodel	1.75% construction costs*
Garage	1.75% construction costs*
Temporary/Conditional Occupancy	\$100.00 per dwelling

**Plus all applicable deposit, bond, tap and meter fee requirements*

Miscellaneous Residential Permit Fees	
Above Ground Swimming Pool/Hot Tub	\$200.00
In-Ground Swimming Pool	1.5% construction cost + \$150.00 plan review
Driveway	\$125.00
Walkway or Patio	\$75.00
Fence	\$100.00
Generator	\$150.00 per unit
HVAC or Boiler Replacement	\$75.00 per unit
HVAC System – New	1.5% construction cost - min. \$75.00
Lawn Sprinkler/Irrigation System	\$75.00
Roof - New	\$125.00
Roof Repair	\$75.00
Accessory Structures <i>Including but not limited to: deck, gazebo, pergola, shed; not listed separately</i>	\$175.00 per structure
Repairs, Alterations, & Misc. <i>Including but not limited to: windows, siding, drain tile, plumbing, electric; not listed separately</i>	1.5% construction cost – min. \$75.00

All Structures (Excluding One & Two Family Residential)	
New Structure/Remodel/Addition Under \$1,000,000 in construction costs \$1,000,000 - \$5,000,000 in construction cost Over \$5,000,000 in construction cost	1.5% construction cost + other fees* 1.0% construction cost added to above 0.5% construction cost added to above
Plumbing – New/Repairs/Alterations	\$100.00 up to 5 fixtures + \$10.00 each additional fixture
Electric – New/Repairs/Alterations	1.5% construction cost – min. \$100.00 + \$10.00 per circuit
HVAC or Boiler – New/Repairs/Replacement	1.5% construction cost – min. \$100.00 + \$25.00 per unit
Parking Lot – New/Resurface	1.5% construction cost – min. \$75.00
Repairs, Alterations, & Miscellaneous <i>Including but not limited to: windows, siding, drain tile, plumbing, electric; not listed separately</i>	1.5% construction cost – min. \$75.00
Occupancy – Final Multi-Family	\$50.00 per dwelling unit
Occupancy – Final Other	\$100.00
Occupancy – Temporary/Conditional	\$100.00 per unit

*Plus all applicable plumbing, electric, HVAC, tap, occupancy, deposit and bond fees and requirements.

Demolition	
One & Two Family Structures	\$500.00*
Multi-Family	1.5% demolition cost – min. \$500.00*
Non-Residential	1.5% demolition cost – min. \$500.00*
Residential Garage/Accessory Structure	\$50.00

*Plus \$2,500.00 required Site Management Bond

Tap & Water Fees	
Water Tap	\$750.00
Sewer Tap	\$750.00
Water Use During Construction	\$300.00
Meter & Connection Fee	\$500.00

Signs	
Illuminated	\$125.00 each
Non-Illuminated	\$75.00 each
Face Change	\$75.00 each

Elevators	
New Elevator	\$250.00 + \$125.00 for each failed inspection
Safety Testing Inspection	\$125.00 each
Semi-Annual Inspection	\$60.00 each

In-House Review Fees	
In-House Review Fees (if applicable)	\$100.00 initial hour + \$50.00 each additional hour/resubmittal

(A) *Reimbursement of Fees Agreement.* Upon filing a permit application with the Village, the applicant shall be required to execute a Reimbursement of Fees Agreement in a form approved by the Village Attorney, requiring the reimbursement of all out-of-pocket costs and any in-house review fees incurred by the Village in relation to the application. The applicant shall also be required to provide a deposit, in accordance with the following schedule:

One & Two Family Structures	
New Construction	\$2,500.00
Addition	\$1,000.00
Interior Remodel	\$250.00
Garage	\$500.00
All Other Structures	
New Construction/Addition	\$5,000.00
Alterations/Remodel	\$500.00

If the deposit is not sufficient to cover the out-of-pocket costs and in-house review fees incurred, the applicant will be required to pay any outstanding amounts. Upon final payment of all costs incurred by the Village, the Village shall refund the remaining balance of the deposit to the applicant.

(B) *Performance Bonds*

- (1) *Bond Requirement. Timing of Payment Amount.* Prior to the issuance of a building permit for each lot where street or sidewalk improvements are installed, a cash bond shall be deposited with the Village to indemnify the Village against damage to the streets, curbs, and sidewalks and parkways, and to insure the proper installation, repair and/or complete restoration of streets, curbs, sidewalks and/or parkways in accordance with the instructions of the Director of Fire and Building. The Village shall be under no obligation to pay interest on this money. It shall be the responsibility of the general contractor to notify the Village of any streets, curbs sidewalks or parkways that were damaged prior to the start of construction on a lot. The cash bond shall be submitted in accordance with the following schedule:

Sidewalk/Parkway Opening	\$500.00
½ Street Opening	\$1,000.00
Full Street Opening	\$1,500.00

(2) *Bond Refund.* Upon the final completion of all the work under the permit, so much of such deposit as necessary to reimburse the Village for the repair and/or restoration of the damaged streets, curbs, sidewalks or parkways shall be retained by the Village and the remainder shall be returned to the depositor; provided, however, that nothing herein contained shall preclude the Village from maintaining an action against any person or persons to recover for damage done to any street, sidewalk or parkway.

(C) *Site Management Bond.*

(1) *Bond Requirement. Timing of Payment. Amount.* If a permit is to be issued for the demolition of a dwelling the applicant shall post with the Village, at the time of issuance of such permit, a Site Management Bond in the amount of \$2,500 cash. Such bond shall be in addition to all other application and processing fees, costs, escrows, and bonds.

(2) *Right to Draw on Bond.* The Village shall have the right at all times, at its option, to draw on the Site Management Bond for the costs (including without limitation legal fees and administrative expenses), incurred or to be incurred by the Village in exercising any of its rights in the event (a) the applicant undertakes any work in violation of any provision of the Building Codes and Regulations, or of any permit issued or plan approved, or (b) the applicant fails or refused to complete any work authorized by any permit issued under the Building Codes and Regulations in accordance with all plans approved in connection with said permit. The Village's determination of such costs shall be based either on costs actually incurred by the Village or on the Village's reasonable estimates of costs to be incurred.

(3) *Replenishment of Bond.* If the Village draws on the Site Management Bond, then the applicant shall replenish the bond to the full amount required by this ordinance immediately after written demand therefore, is made to the applicant by the Village. Applicant's failure to replenish the bond shall result in cancellation of the related permit, which permit shall not be therefore reissued except after the filing of a new application, payment of the permit fee(s), and establishment of a new Site Management Bond.

- (4) *Return of Unused Bond.* The Village shall return all unused portions of the Site Management Bond to the applicant, without interest, as follows:
- (i) If the permit authorizes only demolition work, and no construction work is scheduled to take place within 30 days after the completion of demolition, then the Village shall return the bond within 30 days after the final inspection of the restoration of the subject property and approval of the work by the Director of Fire and Building.
 - (ii) If the permit authorizes any construction work in addition to demolition work, then the Village shall return the money within 30 days after issuance of a final certificate of occupancy for such new structure.
- (D) *Fee Payment.* In the absence of provisions to the contrary, all permit fees shall be paid in advance at the time of building permit application.
- (E) *Re-inspection Fee.* Permit fees shall include all required building, electrical, plumbing, and mechanical inspections required for project completion. For each failed inspection, a re-inspection fee of \$75.00 will be assessed. Said fee must be paid prior to performance of the re-inspection.
- (F) *Rules Sign.* Excavation projects, excluding single-family residential garages, shall be required to purchase and post a construction rules sign at the project site. The sign shall be supplied by the Village and provided upon permit issuance. A fee of \$50.00 will be assessed per sign.
- (G) *Work Without Permit.* When work requiring a permit has been started prior to issuance of such permit, the permit fee shall be double the amount of the standard permit fee. The accompanying fine shall not exceed \$750.00. A stop work order may also be issued.”

SECTION 6: That Section 7.220 of the La Grange Park Building Codes and Regulations is hereby amended to delete Section “7.220.1 WRECKING AND DEMOLITION PERMIT FEES” in its entirety.

SECTION 7: That Section 7.220.3 of the La Grange Park Building Codes and Regulations is hereby amended to delete sub-section “7.220.3 (F) *Site Management Bond*” in its entirety and replace it with the following language:

“(F) *Site Management Bond.* Prior to the issuance of a demolition permit, the applicant shall be required to submit a site management bond in accordance with Section 7.220 (C).”

SECTION 8: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

SECTION 9: That this Ordinance shall be in full force and effect on February 1, 2014, following its passage, approval and publication as required by law.

ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois this 26th day of November, 2013.

YES:
NO:
ABSENT:

Approved this 26th day of November, 2013.

Dr. James L. Discipio, Village President

ATTEST: _____
Amanda Seidel, Village Clerk



REIMBURSEMENT OF FEES AGREEMENT

I. OWNER:

- A. Owner of Property: _____ Date: _____
B. Owner's Address: _____
C. Owner's Phone No: _____ Fax _____ Email: _____
D. If Owner is a Land Trust, the names and addresses of the beneficiaries of the Trust or agent representing the Trust:

II. PERSON MAKING REQUEST (Applicant):

- A. Name of Applicant/Relation to Owner: _____
B. Applicant's Address: _____
C. Applicant's Phone No: _____ Fax _____ Email: _____

III. LOCATION OF PROPERTY:

- A. General Location of Property: _____
B. Permanent Index Number(s): _____

IV. REIMBURSEMENT OF FEES:

Should the Village, in its sole and exclusive discretion, determine that it is necessary or desirable for the Village to obtain professional services, including, but not limited to, attorneys, engineers, planners, architects, surveyors, traffic, drainage or other consultants, in connection with any Application filed by the Applicant, or to incur recordation, inspection, re-inspection, or other out of pocket costs or expenses in connection with any Application filed by the Applicant, then the Applicant and Owner shall be jointly and severally liable for the payment of such professional services fees and out of pocket costs as are actually incurred by the Village.

Upon the failure of the Applicant or Owner to reimburse the Village for fees or costs incurred in accordance with this Agreement, no further action shall be undertaken on any Application by the Village Staff, or Board of Trustees, or by any other official or quasi-official individual or body thereunder, including the conduct of any hearings or deliberations, the granting of any relief or approvals, inspections of work in progress, or the execution or recording of any documents, until all such outstanding fees are paid in full. Further, the Village may deny any application for any subsequent building or other permit pertaining to the same property until such amounts are paid in full.

The remedies available to the Village as set forth hereinabove are non-exclusive and nothing herein shall be deemed to limit or waive the Village's right to seek relief of such fees against any or all responsible parties in a court of competent jurisdiction.



BY SIGNING BELOW, THE APPLICANT AND OWNER ACKNOWLEDGE THAT EACH OF THEM HAS READ THE FOREGOING PARAGRAPHS AND EACH OF THEM FULLY UNDERSTANDS AND AGREES TO COMPLY WITH THE TERMS SET FORTH HEREIN. FURTHER, BY SIGNING BELOW, EACH SIGNATORY WARRANTS THAT HE/SHE/IT POSSESSES FULL AUTHORITY TO SO SIGN.

THE APPLICANT AND OWNER AGREE THAT APPLICANT AND OWNER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR PAYMENT OF FEES REFERRED TO IN APPLICABLE SECTIONS OF THE ORDINANCES OF THE VILLAGE OF LA GRANGE PARK, AND AS SET FORTH HEREIN.

Village of La Grange Park

Applicant

By: _____
Village Manager or Designee

Owner

Attest

Date: _____

Date: _____

BUILDING PERMIT FEE SURVEY – VILLAGE OF LA GRANGE PARK SPRING 2013

The Village of La Grange Park is conducting a Building Permit Fee survey of nearby communities. We ask that you please assist with our survey, and when complete, we will share our results with you. Information can be returned to our Senior Fiscal Assistant Allison Chorley by mail, fax 708-354-0241, or by email at achorley@lagrangepark.org.

Thank you in advance for your time and participation, and should you have any questions, please feel free to contact Allison or me.

Dean J. Maggos
Director of Fire, Building and Emergency Management
708-354-0225, x310 / dmaggos@lagrangepark.org

Village / City: _____

Contact Name: _____

Contact Phone / Email: _____ / _____

1. Please review the attached spreadsheets for accuracy, and make any corrections or notes you feel necessary, directly on the sheets. We tried to obtain what we could from your website or other resources, and tried to apply it to our spreadsheets the best we could based upon what we found, but the information obviously needs to be verified.
2. In regards to plan review fees, please indicate how they are applied to the various types of fees shown on the attached spreadsheets. For instance, what type of projects are charged plan review fees in addition to the charges shown, and what are those plan review fees?

3. How does your municipality handle civil engineering fees, and what are they based upon? For instance, is there a set engineering fee depending upon the scope of project, or do you charge based upon how much time is put into the project. Please explain.

4. In regards to plan review and/or permit fees, do you require any fee to be submitted at the time of application, and if so, what dollar amount or percentage is it? For instance, how do you handle cost recovery for projects submitted, but never permitted or picked up?

5. How are inspection fees charged? For example, are a set estimated number of inspections included as part of the overall fees charged for a project, or are there "per inspection" fees charged? If a set number of inspections are included with a project, what determines when you will charge additional inspection fees, such as after failing an inspection?

6. How do you verify cost estimates for a project where you are charging based upon the Estimated Construction Costs? For example, do you check the estimate yourself for every project such as using a cost estimating guidebook, or do you simply accept their figures if the estimate looks close? Or, do you do something different, such as requiring a spreadsheet of itemized costs, or require some type of signed affidavit?

We once again thank you for your time and assistance with this survey. Please also feel free to provide any additional information you believe would be helpful to our process, and help us get a clear understanding how building permit fees are structured in your community.

CURRENT CODE FEE SECTIONS

- (3) True U.S.G.S. elevation of top of foundation wall and existing grade of curb, sidewalk, or existing grade of street or roadway.

No construction will be permitted past the decking over the foundation except for water, sewage and related items unless such platted survey has been filed and approved by the Director of Fire and Building. This requirement may be waived for additions to single family residential buildings having a floor area of less than five hundred square feet and accessory structures.

(S) *Extension and Expiration of Building Permit.* If after a building permit required by this Chapter shall have been granted, if the operation called for by such permit shall not have been started within six (6) months after the date thereof, such permit shall be void and no operation hereunder shall be begun. Where, under authority of a permit, work has begun and has not been prosecuted for a continuous or cumulative period of six (6) months, all rights under such permits shall thereupon terminate and work can be continued only after application for and issuance of a new permit. Where, under authority of a permit, work has not been completed with eighteen (18) months after the issuance of such permit and an occupancy permit issued, all rights under such permit shall thereupon terminate and work can be continued only after application for and issuance of a new permit. The fee for said new permit shall be equivalent to the fee applicable to the original building permit obtained.

§ 7.220 PERMIT FEES

The permit fees applicable to all development, building or construction within the Village shall be to those fees and charges as set forth herein. Such fees shall be in addition to any outside consulting fees that may be incurred by the Village for review of engineering or grading plans, sprinkler or fire protection plans, or other highly technical reviews necessary and beyond the scope of Village expertise.

(A) *BUILDING PERMIT FEES.* Except as provided below, building permit fees be, for all construction, 1.15% of actual construction costs for costs up to \$1,000,000; .5% of actual construction costs for the next \$4,000,000; and .25% of actual construction costs for all costs over \$5,000,000. The minimum fee shall be \$50. Building permit fees shall be added to other fees within this section if applicable.

- (1) *Parking Lots.*
 - (i) Newly constructed: A permit fee of one cent (\$0.01) per square foot of paving or 1% of the cost of construction whichever is greater.
 - (ii) The resurfacing of any parking lot or the modification of the surface of any water course or ponding area shall require a permit signed by the Director of Fire & Building and the fee for such permit shall be fifty dollars (\$50) or 1% of the cost of construction whichever is greater.
- (2) All garages and auxiliary structures shall be 1% of construction costs. Minimum fee of \$50.
- (3) All attached or detached decks - Fifty dollars (\$50) or 1% of the cost of construction whichever is greater.
- (4) All fences -- Fifty dollars (\$50) or 1% of the cost of construction whichever is greater.

- (5) *Driveways.* \$50 or 1% of the cost of construction whichever is greater. A building permit and inspection fee will be assessed as follows: (i) Access Drive: Fifty dollars per drive (\$50).
- (6) *House Moving.* Two hundred dollars (\$200) minimum fee; one cent (\$0.01) per cubic foot of existing structure, plus two cents (\$0.02) per cubic foot for new addition. House moving on village property, fifty dollars (\$50) up to one and one-half (1½) stories.
- (7) *Satellite Earth Stations.* Fifty dollars (\$50).
- (8) *Swimming pools having sides less than four (4) feet above surround grade, including all pools constructed in ground:* 1% of construction costs. Minimum - \$50.

(B) ***PLUMBING PERMIT FEES.***

Plumbing. Permit and inspection fees shall be assessed as follows:

- (1) Five (5) fixtures or less: Minimum fee: Fifty dollars (\$50).
- (2) For each fixture in addition to five (5), an additional permit fee shall be assessed in the amount of eight dollars (\$8) per fixture(s).
- (3)
 - (i) For each connection to the water system, a fee in the amount of five hundred dollars (\$500) shall be charged.
 - (ii) For each connection to the sewer system, a fee in the amount of five hundred dollars (\$500) shall be charged.
 - (iii) Water & sewer connection fees shall be applicable to new construction, as well as construction occurring subsequent to demolition of a structure.
- (4) *Plumbing alterations.* Thirty-five (\$35).
- (5) *Lawn sprinkling system.* Twenty dollars (\$20).

(C) ***ELECTRICAL PERMIT FEES.***

Electrical. Permit and inspection fees shall be determined as follows:

- (1) For each service to a building or other structure:

Minimum Fee	\$50.00
100 amp (3-4 wire)	\$35.00
101-200 amp (3-4 wire)	\$39.00
201-300 amp (3-4 wire)	\$44.00
301-400 amp (3-4 wire)	\$48.00
401-600 amp (3-4 wire)	\$52.00
601-800 amp (3-4 wire)	\$56.00
801-1000 amp (3-4 wire)	\$60.00
1001-2000 amp (3-4 wire)	\$64.00

Fees for services in excess of two thousand (2,000) amperes shall be computed on the basis of the rating of the service disconnects installed prorated according to the schedule above and shall include feeders, risers and all wiring and equipment up to the branch circuit distribution panels or motor power panels or control centers.

- (2) Eight dollars (\$8) for each circuit.
- (3) *Motors.* A permit and inspection fee of two dollars (\$2) for each motor plus twenty

center (\$0.20) per horsepower.

(D) **SIGN PERMIT FEES.**

Signs. A permit and inspection fee is to be determined as follows:

- (1) One dollar (\$1) per square foot of surface area or 1% of the cost of construction whichever is greater. Minimum fee: Thirty-five dollars (\$35).

(E) **MISCELLANEOUS PERMIT FEES.**

(1) **Final inspections and Certificate of Occupancy.**

- (i) Single-Family Residential: Fifteen dollars (\$15).
(ii) Multi-Family: Fifty dollars (\$50) per dwelling unit.
(iii) Commercial: Fifty dollars (\$50).

- (2) **Reinspection Fee.** If an inspection is scheduled and the Director of Fire & Building determines that the job has not progressed to a point where an inspection can be made properly or access is not possible to perform the inspection, a fifty dollar (\$50) reinspection fee may be charged. No further inspections shall be made until such time as the reinspection fee has been paid.

- (3) **Work Without Benefit of a Permit.** When work requiring a permit has been started prior to the issuance of such permit, the permit fee shall be double the amount of the standard permit fee. However, in no instance shall the fee for a permit issued under these circumstances exceed the standard permit fee by an amount in excess of \$100.00.

- (4) **Ventilation and Air Heating.** A permit and inspection fee to be determined as follows:

- (i) Air conditioning: Twenty-five dollars (\$25) per unit.
(ii) Furnace: Twenty-five dollars (\$25) per unit.

(5) **Plan Review Fees.**

- (i) A plan review fee for residential construction shall be due upon submittal of plans. The fee shall be based upon the following type of construction:

New Home	\$400
Home Addition	\$250
Remodeling/Interior Alteration	\$100

- (ii) A plan review fee for commercial and multiple family construction shall be due upon submittal of plans. The fee shall be based upon the following construction values:

<u>Construction Value</u>	<u>Fee Calculation</u>
Under \$1,000,000	\$2.00 per \$1,000 of Construction Value
\$1,000,000 - \$3,000,000	\$1.25 per \$1,000 of Construction Value
Over \$3,000,000	\$1.00 per \$1,000 of Construction Value

- (6) (i) **Street Opening Permit:** ½ Street - \$1,000/full street - \$1,500
(ii) **Parkway Opening Permit:** \$500
(iii) All street and parkway openings shall be maintained so as to insure public safety. All openings will be maintained and repaired in accordance with

- standards and specifications as established by the Public Works Director of the Village of La Grange Park.
- (iv) Said street and parkway permits may be refunded upon proper restoration of the street and/or parkway and upon inspection and approval by the Village's Director of Public Works.

§ 7.220.1 WRECKING AND DEMOLITION PERMIT FEES

A permit and inspection fee shall be imposed to obtain a permit for the wrecking or demolition of any structure:

- (1) Nonresidential or Multi-family: \$500.00
- (2) Residential: \$400.00
- (3) Accessory Building: \$50.00

§ 7.220.2 CONSTRUCTION STANDARDS APPLICABLE TO NEW PRINCIPAL STRUCTURES AND BUILDING ADDITIONS

(A) *Dust and Airborne Particulate Control Provisions.* The application shall include provisions for controlling dust and other airborne particles from the subject property, including without limitation a source of water and spraying equipment and any other measures to be taken to control airborne particles.

(B) *Fencing.* If the permit authorizes construction of a new principal structure, then the applicant shall cause a safety fence to be installed around the perimeter of the subject property, in a location and manner approved by the Director of Fire and Building. The fencing shall be installed not more than seven days nor less than four days before commencement of any work on the subject property pursuant to any permit issued. In addition to such perimeter fencing, the applicant shall cause safety fencing to be installed around every tree in the parkway abutting the subject property. Such tree fencing shall be located, so far as feasible, at the drip line of the tree, whether on public or private property.

(C) *New Water & Sewer Service Lines.* A new water connection and sewer service connection shall be provided for new construction of a principal structure. Such new connections shall also be made to homes being re-built following demolition of an existing structure.

(D) *Site Management Standards.* The following site management standards shall apply to all work:

- (1) *Accessibility, Parking and Loading Standards.* No pavement or sidewalk within any public right-of-way shall be unavailable for public use at any time except during the time when such pavement or sidewalk is being removed and replaced. No such pavement or sidewalk that is removed and replaced shall be out of service for more than three days. No parking, loading, or storage of demolition debris, spoils or construction materials shall be permitted within any right-of-way, on any public property, or within 10 feet of any right-of-way of adjacent public or private property

Local Revenue Study SCORECARD

#	Item	Recommendation / Option	Board Direction	Status
<i>Administration</i>				
1	Liquor License Class A - Original Pack	No Change (\$750)		
2	Liquor License Class B - Beer/Wine Rest.	Increase from \$600 to \$800	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	Complete ORD TO INCREASE FEES
3	Liquor License Class C - All Liquors off premises	No Change (\$1,500)		
4	Liquor License - Class D - All Liquors consumption off premises	No Change (\$1,500)		
5	Liquor License - Retail Sale Class E - Amend Classification	Increase from \$5 per occurrence to \$25 per occurrence, per day	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	Complete ORD TO INCREASE FEES
6	Tobacco License Fee	Increase from \$50 to \$75	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	Complete ORD TO INCREASE FEES
7	Business License - New Restaurant	No Change (\$125)		
8	Annual Business License	No Change (\$75)		
9	New Zoning Fee Structure	\$500 Application Fee, Escrow est., recapture of out-of pocket costs	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	Complete ORD NEW ZONING FEES
10	Vehicle Sticker Fee	Increase from \$30 to \$35	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	Complete ORD TO INCREASE FEES
11	Vehicle Sticker Replacement Fee	Increase from \$1 to \$5	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	Complete ORD TO INCREASE FEES
12	Water Turn On Fee	Increase from \$25 to \$50; increase from \$50 to \$100 After Hours	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	Complete ORD TO INCREASE FEES
13	Returned Payment NSF Fee	New NSF Fee at \$20	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	Complete NEW FEE
14	Recycle Bin Fee	New \$1 to \$2 processing fee New \$5 processing fee	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	NEW FEE
15	Administratively and VB Review Temporary Use Permit Fee	New \$25 Administrative \$50 VB Review Fee	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	Complete ORD NEW ZONING FEES
16	Block Party Request	No change (\$0)		
17	Village Hall Room Rental Recurring Fee	New \$10 per year (for 4 or more)	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	NEW FEE
18	Village Hall Room Rental Equipment Fee	New \$10 per use	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	NEW FEE
19	Electronic Waste - Revenue Sharing	In place		
<i>Building Department</i>				
20	Building Permit Fees New Const or Remodel	Review Fee structure, which is now 1.15% of cost	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	BUILDING DEPT REVIEW
21	Building Permit Fee Other construction: parking lots, garages, auxiliary structures, decks, fences, driveways, swimming pools	Increase from 1% to 1.15% or align with other (Review)	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	BUILDING DEPT REVIEW
22	Plumbing Alterations Permits	Increase from \$35 to \$50 (Review w/all Building Permit Fees)	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	BUILDING DEPT REVIEW
23	Sign Permit Fee	Increase from \$35 to \$50 (Review w/all Building Permit Fees)	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	BUILDING DEPT REVIEW
24	Single Family Occupancy Permit	Increase from \$15 to \$25 (Review w/all Building Permit Fees)	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	BUILDING DEPT REVIEW
25	HVAC Permit	Increase from \$25 to \$50 per unit (Review w/all Building Permit Fees)	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	BUILDING DEPT REVIEW
26	Building Code Violation/Fines	Research P-Ticket Enforcement Option for certain Code Violations	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	BUILDING DEPT REVIEW Evaluate as part of Code Update
27	Building Code Variation Fee	New Fee (\$100 to \$500)	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	BUILDING DEPT REVIEW Evaluate as part of Code Update

Local Revenue Study **SCORECARD Cont.**

#	Item	Recommendation / Option	Board Direction	Status
28	Dumpster Permit Fee	New Fee: \$50 for 1-10 days \$100 for 1-30 days	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	NEW FEE
<i>Building Department Continued</i>				
29	Tree Removal Fee	New \$50 Fee plus bond	YES <input type="checkbox"/> No <input checked="" type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	
30	Landscaping License	Review / Research	YES <input type="checkbox"/> No <input checked="" type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	
31	Health Inspection Administrative Fee	New \$10 administrative fee - per inspection for processing	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	NEW FEE
<i>Fire Department</i>				
32	Ambulance Fees	In place (new structure 2012)		
33	Wireless Alarm Fee	In place (\$13 per month, N=79)		
34	Fire Code Variation Fee	New Fee (\$100 to \$500)	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	NEW FEE
35	Fire Inspection Fee	Review options for cost recovery.	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	DEPT. RECOMMENDS NO CHANGES AT THIS TIME
36	Fire Prevention Code Fees	Current structure is likely recapturing costs. Review existing for necessary changes.	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	NEW FEE
<i>Public Works</i>				
37	Water Meter and RPZ Appointments	Set appointments to create staff time efficiencies		
38	Tree Planting	In place. Purchased auger equipment for safe and efficient in-house planting		
39	Diesel Fuel - Park District	Charge for fuel costs.	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	ADMIN CHANGE
40	Water Costs - Park District	No change (\$0)	Supports metering.	ADMIN CHANGE
41	Mulch Delivery	No change (\$0)		
42	Allied Contract - New Small Dumpster	In place. Likely \$1,000 savings		
43	Shared Contracting / Purchasing	Exploring		
<i>Police Department</i>				
44	GovPayNet	In place. Option to maximize parking ticket payments.		
45	Local Debt Recovery Program	In place. Village Board approved. No estimates have been provided from the State		
46	Parking Citation Fine	Increase from \$20 to \$30	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	Complete POLICE ORD CHANGE
47	No Village Vehicle License Fine	No change		
48	Dog At Large Fine	Increase from \$25 to \$40	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	Complete POLICE ORD CHANGE
49	Compliance Citations	Increase from \$25 to \$40	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	Complete POLICE ORD CHANGE
50	Consolidated Dispatch	Study in process		
<i>Other Revenue to note</i>				
51	Water Tower Lease Fees The addition of private firm leases (i.e. DRW Holdings)	In place. \$2,000 monthly.		
52	Electrical Aggregation Civic Contribution	In place. Village Board Approved. 2 Years ONLY. Temporary measure		
53	Sales Tax Increase	No change. Local share is 1% and aggregate is 8.0% (as of 1/2013)		
54	Electricity Tax	No change during the aggregation period. Something to be considered for the future.	YES <input type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input checked="" type="checkbox"/>	

Restructuring of Building Permit Fees

Village Board Work Session
November 11, 2013

Background

- 2003 August - Building Code and Regulations
- 2003 November - Specific Village Fee Increases
- 2004 April – Building Percentage Increase / Language Clarification
- 2012 Local Revenue Study

Fee Evaluation Process

- **Interdepartmental team evaluation**
 - Seven meetings over four months
- **Survey of eight surrounding communities**
 - Comparison of all current fees
- **Evaluated Village cost to administer permit types**
- **Balanced needs**
 - Recoup costs
 - Compliance
 - Affordability to residents

Current Structure Obstacles

- **Somewhat difficult for residents to understand**
- **Difficult to calculate permit fees upfront**
- **Requirements located in various sections**
 - Fees, bonding requirements and fines
- **Leakage due to inflexible fee structure**
- **Leakage due to permits processed but not picked up**

New Structure Goals

1. Recoup Village costs associated with permitting process
2. Make it easier for residents/contractors to understand
3. Improve staff efficiencies in administration of code
4. Prevent loss from permits not picked up

Current Fee Structure

- All residential fees based on construction cost, number of fixtures, amps, etc. and calculated separately
- Plan review fee and building permit fee are separate and can vary
- Fees are paid when permit is approved and picked up
- Staff must invoice and follow-up with applicants for some fees after the permit is issued

Proposed Fee Structure

- Fees are designed to recoup Village costs
- Permit fees are streamlined to include multiple fees
- Flat fees used for most common types of permits
- Required fees, bonds, and fines included in same code section
- One and Two Family Residential clearly separated
- Fees are paid upfront
- Reimbursement of Fees Agreement and deposit (paid upfront)

Proposed Fee Structure Details

- Single-family & two-family structures
 - 1.75 % of construction cost is used
 - New Homes, Additions, Interior Remodel, Garages
 - Fees include plumbing, electrical and HVAC
 - Flat fees used for most common types of permits
- Multi-family and commercial construction
 - 1.5% of construction cost is used
 - Graduated scale based upon costs
 - Additional fees added based upon **size** of project

Fee Structure Comparison



New Single Family Home
Two-Story 2,992 square feet
with attached garage
Construction Cost - \$309,000.00

Current Permit Cost
\$6,052.00

Proposed Permit Cost
\$8,113.50

Community Comparison

Village of La Grange - \$11,780.00
Village of North Riverside - \$11,580.45
Village of Hinsdale - \$9,608.00
City of Countryside - \$8,371.40
Village of Riverside - \$8,208.50
Village of La Grange Park - \$8,113.50
Village of Western Springs - \$8,035.00
Village of Westchester - \$5,880.00
Village of Brookfield - \$5,700.00

Fee Structure Comparison



Single Family 13' x 3' Addition
Mudroom extension on full
foundation with basement
Construction Cost - \$35,000.00

Current Permit Cost
\$767.50

Proposed Permit Cost
\$862.50

Community Comparison

Village of Hinsdale - \$2,423.00
Village of Western Springs - \$1,650.00
Village of North Riverside - \$1,354.10
Village of La Grange Park - \$862.50
Village of La Grange - \$825.00
Village of Brookfield - \$750.00
Village of Riverside - \$744.75
Village of Westchester - \$640.00
City of Countryside - \$225.00

Benefits of New Program

- Better recaptures actual costs
- Provides continued affordability
- More user-friendly
- Easier to administer
- Avoids non-collection of fees
- More adaptable to outside consultant fee changes

Interdepartmental Effort

- Allison Chorley, Administrative Clerk
- Rob Wierzba, Building Inspector/Code Enforcement Officer
- Emily Rodman, Assistant Village Manager

Village Board Agenda Memo

Date: November 5, 2013

To: Village President and Board of Trustees

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

RE: **Restructuring of Fire Prevention Code Fees**

PURPOSE

To approve an amendment to the Village's Fire Prevention Code which establishes new fees related to fire protection system installation, modifications, testing, and other requirements as noted within the Village's Fire Prevention Code.

GENERAL BACKGROUND

Fees related to the Fire Prevention Code were previously referenced by the Village Board as part of the overall Local Revenue Study Data Report. Although not nearly as comprehensive as the work done on Building Permit Fees, staff began a process to analyze such fees, and the structure utilized to charge such fees, as contained within the Village's Fire Prevention Code. The Village currently uses a fee structure that was adopted in a Fire Prevention Code adoption in August of 2003. As such, we have been charging the same basic fees for over ten years.

Most of these fees are used to recapture the costs associated for Village staff time, and outside fire safety consultants, to review, permit and inspect systems and projects. Obviously, although we have done what we can over the years to keep costs down, those costs have increased over this time period. The demands of staff, in regards to the time it takes to conduct some inspections have increased somewhat, along with a continued increased demand (from both society and internally) for thoroughness, accuracy, increased professionalism and customer service, and for a level of operations that reduce the potential for liability.

As we are generally content with our current fee structure, most of our analysis involved evaluating our current fees, compared to what our actual costs are. We also informally assessed the fees being charged in other nearby communities. Some minor difficulty with that comparison though is that various communities use various type of staffing. As such, one community may use a part-time fire inspector to review plans or conduct inspections, another may use an outside consultant for all, and another may use a full-time career firefighter already on-duty. As such, our analysis really revolved around recovering outside consultant fees, and actual costs of our own personnel actually doing the work, and processing plans and permits. As you will note in the attached proposed fees, we are proposing minor increases to some of our base fees to cover our increased costs.

One fee that was referenced as part of the Local Revenue Study, but was not a part of our current fee structure, is a fee for those seeking variations to the Fire Code. We do have a provision in our Fire Prevention Code for property owners to seek relief from the code through a variation process, but there is no fee for such. At the direction of the Village Board at the Local Revenue Study Workshop, staff has included a proposed \$500.00 fee to be instituted for such a variation request. This is somewhat similar to that required for Zoning variations, but on a lessor scale, as this variation process is not as costly or cumbersome to the Village as a Zoning variation. The reason staff is proposing this new fee is that there have been a number of variation requests over the last ten years, and a great amount of staff time is committed to these requests, researching codes and best practices, meeting with property owners, and conducting site inspections.

Another new fee that was referenced as part of the Local Revenue Study, again not currently in our fee structure, is a fee for routine or annual fire inspections. There are few but some communities that have implemented these types of fees, especially for certain types of occupancies, and although there are some in Illinois, this is more common in other states. Staff is willing to explore this matter further at some point if the Board would like, but is not recommending such a new fee at this time. One reason for such is that we recoup some of the costs already through annual Business Licenses. Another reason is that based upon Fire Prevention staffing, we cannot guarantee that we will conduct an inspection of every occupancy annually; we try to balance the frequency of such inspections with the type of occupancy and hazards that exist, such as trying to conduct inspections of properties with high life hazards more frequently. As such, some property owners may expect or require regular inspections that we can't accommodate, and in various cases, some property owners would incur charges more frequently than others. Another important reason at this point is also more a philosophical one. We are conducting fire inspections that may take up some valuable time of employees, business owners and/or property owners, whom may also incur some actual cost to comply with correcting violations. Although these inspections provide an great overall fire safety benefit to the community, and at times directly impact the protection of life, one's property, or business (and our tax base), do we really want to add this type of additional cost or service charge to a property owner or business owner at this time.

GENERAL BACKGROUND SUMMARY

The following is a summary of some of the key proposed changes as noted previously, and/or as identified in the enclosed proposed ordinance.

- The base permit fee has been increased from \$35.00 to \$50.00.
- Re-inspection fees have been increased from \$35.00 to \$50.00.
- Minor organizational and language changes have been made for clarity.
- A new fee of \$500.00 has been proposed for Variation requests.

RECOMMENDATION

Staff recommends the Village Board approve an amendment to the Village of La Grange Park Fire Prevention Code which establishes new fees related to fire protection system installation, modifications, testing, and other requirements as noted within the Village's Fire Prevention Code.

ACTION / MOTION

Motion to Approve an Ordinance Amending the La Grange Park Fire Prevention Code as Amended.

DOCUMENTATION

- Ordinance Amending the La Grange Park Fire Prevention Code As Proposed
- Existing Sections of Fire Prevention Code related to Variations and Fees
- Local Revenue Study scorecard

ORDINANCE NO. 980

**ORDINANCE AMENDING THE "LA GRANGE PARK
FIRE PREVENTION CODE" AS AMENDED**

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

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

SECTION 1: That Section "1.28 VARIATIONS" of the La Grange Park Fire Prevention Code (Ordinance No. 730), is hereby amended to add the following language:

Any request for a variation to the Fire Code shall be accompanied by payment of fee as identified within Section "1.30 FEE SCHEDULE" of this code.

SECTION 2: That Section 1.30 of the La Grange Park Fire Prevention Code (Ordinance No. 730), is hereby amended to delete Section "1.30 FEE SCHEDULE" in its entirety and replace it with the following language:

"1.30 FEE SCHEDULE"

- (A) *New Fire Detection and Alarms Systems, and Modifications to Existing Systems.**
(Plan review fee includes one re-review and initial inspection/acceptance test)
\$50.00 base permit fee, and
\$100.00 plan review fee for initial hour.
\$50.00 plan review fee for each additional hour, or for re-reviews not included as part of initial plan review fee.
- (B) *Wet Chemical, Dry Chemical, Alternative or Clean Agent Systems, and Modifications to Existing Systems.**
(Plan review fee includes one re-review and initial inspection/acceptance test)
\$50.00 base permit fee, and
\$100.00 plan review fee for initial hour.
\$50.00 plan review fee for each additional hour, or for re-reviews not included as part of initial plan review fee.
- (C) *New Fire Sprinkler Systems, and Modifications to Existing Systems.**

(Plan review fee includes one re-review, one hydrostatic test and initial inspection/acceptance test)
\$50.00 base permit fee, and
\$185.00 base plan review fee for Residential NFPA 13D systems; or
\$205.00 base plan review fee for NFPA 13 and NFPA 13 R systems, and
\$50.00 plan review fee for each additional hour, or for re-reviews not included as part of initial plan review fee.

(D) *New Fire Standpipe Systems, and Modifications to Existing Systems.**

(Plan review fee includes one re-review, one hydrostatic test, and initial inspection/acceptance test)

\$50.00 base permit fee, and

\$100.00 plan review fee for systems with one riser, and

\$35.00 plan review fee for each additional riser.

\$50.00 plan review fee for each additional hour, or for re-reviews not included as part of initial plan review fee.

(E) *New Fire Pumps, and Modifications to Existing Pumps.**

(Plan review fee includes one re-review and initial inspection/acceptance test)

\$50.00 base permit fee, and

\$100.00 plan review fee for initial hour.

\$50.00 plan review fee for each additional hour, or for re-reviews not included as part of initial plan review fee.

(F) *Storage Tanks (Above or Below Grade).**

\$50.00 base permit fee, and

\$100.00 per tank for above or below grade permanent installation, or

\$100.00 per tank for below grade removal, or

\$100.00 per tank for temporary above grad installation; (max. 180 days).

(G) *Variations.**

\$500.00 per request.

(H) *Re-inspection Fees.*

When initial inspection/acceptance testing fails, or is not ready when the inspection is scheduled.

\$50.00 per occurrence.

(I) *Reviews by Outside Agency or Consultant.*

*Where the type of system, scope of a project, the availability and/or ability of fire department and/or building department staffing, or other factors warrant, the Director of Fire and Building may secure the assistance of outside fire protection professionals for plan review, consulting and associated services. The costs for such shall be reimbursable to the Village, in accordance with the following.

\$50.00 base fee, and

Actual cost of plan review and/or other services provided, and 15% of such costs as an Administrative Fee.

SECTION 3: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

SECTION 4: That this Ordinance shall be in full force and effect after its passage, approval and publication as required by law;

ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois this 26th day of November, 2013.

YES:

NO:

ABSENT:

Approved this 26th day of November, 2013.

Dr. James L. Discipio, Village President

ATTEST:

Amanda Seidel, Village Clerk

CURRENT CODE FEE SECTION

Temporary occupancy of a building shall be permitted only if the Director of Fire and Building deems it is safe to do so, only if applicable sections of the building code are complied with, and only if the following fire code provisions are complied with.

- (A) All required exits shall be operational, easily identified and accessible.
- (B) Adequate lighting shall be in place and in-service to properly illuminate exit paths for occupants.
- (C) All required fire extinguishers, fire sprinklers, fire alarms and other fire protection apparatus and systems shall be in place and in-service.
- (D) Occupants are adequately safeguarded against any unnecessary fire and life safety hazards that exist.

§ 1.30 FEE SCHEDULE

(A) *New Fire Alarm Systems*

(Plan review fee includes one re-review and initial inspection / acceptance test)

\$35.00 base permit fee, and
\$75.00 plan review fee for initial hour.

\$35.00 plan review fee for each additional hour, or for re-reviews not included as part of initial plan review fee.

\$35.00 re-inspection fee when initial acceptance testing fails or is not ready when inspection is scheduled.

(B) *New Fire Sprinkler Systems*

(Plan review fee includes one re-review, one hydrostatic test and initial inspection / acceptance test)

\$35.00 base permit fee, and
\$150.00 plan review fee for systems of 100 sprinklers or less, or
\$150.00 plan review fee plus \$.50 per sprinkler for systems with more than 100 sprinklers.

\$35.00 plan review fee for each additional hour, or for re-reviews not included as part of initial plan review fee.

\$35.00 re-inspection fee when hydrostatic and/or initial acceptance testing fails or is not ready when inspection is scheduled.

(C) *New alternative Extinguishing Systems*

(Plan review fee includes one re-review and initial inspection / acceptance test)

\$35.00 base permit fee, and
\$75.00 plan review fee for initial hour.

\$35.00 plan review fee for each additional hour, or for re-reviews not included as part of initial plan review fee.

\$35.00 re-inspection fee when initial acceptance testing fails or is not ready when inspection is scheduled.

(D) *Fire Pumps*

(Plan review fee includes one re-review and initial inspection / acceptance test)

\$35.00 base permit fee, and
\$100.00 plan review fee.

\$35.00 per hour to witness required additional testing

(E) *New Standpipe Systems*

(Plan review fee includes one re-review, one hydrostatic test and initial inspection / acceptance test)

\$35.00 base permit fee, and
\$100.00 plan review fee for systems with one riser, and
\$35.00 plan review fee for each additional riser.

\$35.00 plan review fee for re-reviews not included as part of initial plan review fee.

\$35.00 re-inspection fee when hydrostatic and/or initial acceptance testing fails or is not ready when inspection is scheduled.

(F) *Alterations to Building, Fire Suppression and/or Fire Alarm Systems*

(Plan review fee includes one re-review and initial inspection / acceptance test)

\$35.00 base permit fee, and
\$50.00 plan review – initial hour.

\$35.00 plan review fee for each additional hour, or for re-reviews not included as part of initial plan review fee.

\$35.00 re-inspection fee when testing fails or is not ready when inspection is scheduled.

(G) *Reviews By Outside Agency or Consultant.* Where the scope of a project, the availability and/or ability of fire department and/or building department staffing, or other factors warrant, the Director of Fire and Building may secure the assistance of outside fire protection professionals

for plan review, consulting and associated services. These costs shall be the responsibility of the owner of the property where the work is being undertaken.

(Plan review fee includes one re-review, initial inspection / acceptance testing, and one re-inspection)

\$35.00 base permit fee, and
Cost of plan review and/or services, and
15% of plan review cost as an Administrative Fee.

\$35.00 re-inspection fee when initial acceptance testing fails or is not ready when inspection is scheduled.

(H) *Storage Tanks (Above or Below Grade)*

\$35.00 base permit fee, and
\$100.00 per tank for above or below grade permanent installation, or
\$100.00 per tank for below grade removal, or
\$50.00 per tank for temporary above grade installation; (180 days).

Local Revenue Study SCORECARD

#	Item	Recommendation / Option	Board Direction	Status
<i>Administration</i>				
1	Liquor License Class A - Original Pack	No Change (\$750)		
2	Liquor License Class B - Beer/Wine Rest.	Increase from \$600 to \$800	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	Complete ORD TO INCREASE FEES
3	Liquor License Class C - All Liquors off premises	No Change (\$1,500)		
4	Liquor License - Class D - All Liquors consumption off premises	No Change (\$1,500)		
5	Liquor License - Retail Sale Class E - Amend Classification	Increase from \$5 per occurrence to \$25 per occurrence, per day	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	Complete ORD TO INCREASE FEES
6	Tobacco License Fee	Increase from \$50 to \$75	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	Complete ORD TO INCREASE FEES
7	Business License - New Restaurant	No Change (\$125)		
8	Annual Business License	No Change (\$75)		
9	New Zoning Fee Structure	\$500 Application Fee, Escrow est., recapture of out-of pocket costs	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	Complete ORD NEW ZONING FEES
10	Vehicle Sticker Fee	Increase from \$30 to \$35	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	Complete ORD TO INCREASE FEES
11	Vehicle Sticker Replacement Fee	Increase from \$1 to \$5	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	Complete ORD TO INCREASE FEES
12	Water Turn On Fee	Increase from \$25 to \$50; increase from \$50 to \$100 After Hours	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	Complete ORD TO INCREASE FEES
13	Returned Payment NSF Fee	New NSF Fee at \$20	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	Complete NEW FEE
14	Recycle Bin Fee	New \$1 to \$2 processing fee New \$5 processing fee	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	NEW FEE
15	Administratively and VB Review Temporary Use Permit Fee	New \$25 Administrative \$50 VB Review Fee	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	Complete ORD NEW ZONING FEES
16	Block Party Request	No change (\$0)		
17	Village Hall Room Rental Recurring Fee	New \$10 per year (for 4 or more)	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	NEW FEE
18	Village Hall Room Rental Equipment Fee	New \$10 per use	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	NEW FEE
19	Electronic Waste - Revenue Sharing	In place		
<i>Building Department</i>				
20	Building Permit Fees New Const or Remodel	Review Fee structure, which is now 1.15% of cost	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	BUILDING DEPT REVIEW
21	Building Permit Fee Other construction: parking lots, garages, auxiliary structures, decks, fences, driveways, swimming pools	Increase from 1% to 1.15% or align with other (Review)	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	BUILDING DEPT REVIEW
22	Plumbing Alterations Permits	Increase from \$35 to \$50 (Review w/all Building Permit Fees)	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	BUILDING DEPT REVIEW
23	Sign Permit Fee	Increase from \$35 to \$50 (Review w/all Building Permit Fees)	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	BUILDING DEPT REVIEW
24	Single Family Occupancy Permit	Increase from \$15 to \$25 (Review w/all Building Permit Fees)	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	BUILDING DEPT REVIEW
25	HVAC Permit	Increase from \$25 to \$50 per unit (Review w/all Building Permit Fees)	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	BUILDING DEPT REVIEW
26	Building Code Violation/Fines	Research P-Ticket Enforcement Option for certain Code Violations	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	BUILDING DEPT REVIEW Evaluate as part of Code Update
27	Building Code Variation Fee	New Fee (\$100 to \$500)	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	BUILDING DEPT REVIEW Evaluate as part of Code Update

Local Revenue Study **SCORECARD Cont.**

#	Item	Recommendation / Option	Board Direction	Status
28	Dumpster Permit Fee	New Fee: \$50 for 1-10 days \$100 for 1-30 days	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	NEW FEE
<i>Building Department Continued</i>				
29	Tree Removal Fee	New \$50 Fee plus bond	YES <input type="checkbox"/> No <input checked="" type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	
30	Landscaping License	Review / Research	YES <input type="checkbox"/> No <input checked="" type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	
31	Health Inspection Administrative Fee	New \$10 administrative fee - per inspection for processing	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	NEW FEE
<i>Fire Department</i>				
32	Ambulance Fees	In place (new structure 2012)		
33	Wireless Alarm Fee	In place (\$13 per month, N=79)		
34	Fire Code Variation Fee	New Fee (\$100 to \$500)	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	NEW FEE
35	Fire Inspection Fee	Review options for cost recovery.	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	DEPT RECOMMENDS NO CHANGES AT THIS TIME
36	Fire Prevention Code Fees	Current structure is likely recapturing costs. Review existing for necessary changes.	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	NEW FEE
<i>Public Works</i>				
37	Water Meter and RPZ Appointments	Set appointments to create staff time efficiencies.		
38	Tree Planting	In place. Purchased auger equipment for safe and efficient in-house planting.		
39	Diesel Fuel - Park District	Charge for fuel costs.	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	ADMIN CHANGE
40	Water Costs - Park District	No change (\$0)	Supports metering.	ADMIN CHANGE
41	Mulch Delivery	No change (\$0)		
42	Allied Contract - New Small Dumpster	In place. Likely \$1,000 savings.		
43	Shared Contracting / Purchasing	Exploring		
<i>Police Department</i>				
44	GovPayNet	In place. Option to maximize parking ticket payments.		
45	Local Debt Recovery Program	In place. Village Board approved. No estimates have been provided from the State.		
46	Parking Citation Fine	Increase from \$20 to \$30	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	Complete POLICE ORD CHANGE
47	No Village Vehicle License Fine	No change		
48	Dog At Large Fine	Increase from \$25 to \$40	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	Complete POLICE ORD CHANGE
49	Compliance Citations	Increase from \$25 to \$40	YES <input checked="" type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input type="checkbox"/>	Complete POLICE ORD CHANGE
50	Consolidated Dispatch	Study in process		
<i>Other Revenues to note</i>				
51	Water Tower Lease Fees The addition of private firm leases (i.e. DRW Holdings)	In place. \$2,000 monthly.		
52	Electrical Aggregation Civic Contribution	In place. Village Board Approved. 2 Years ONLY. Temporary measure.		
53	Sales Tax Increase	No change. Local share is 1% and aggregate is 8.0% (as of 1/2013)		
54	Electricity Tax	No change during the aggregation period. Something to be considered for the future.	YES <input type="checkbox"/> No <input type="checkbox"/> MAYBE <input type="checkbox"/> FUTURE <input checked="" type="checkbox"/>	

Village Board Agenda Memo

Date: October 30, 2013
To: Village President and Board of Trustees
From: Julia Cedillo, Village Manager 
Daniel L. McCollum, Chief of Police 
Re: Police Department Garage Floor Restoration

GENERAL BACKGROUND

The 2013-14 Village of LaGrange Park Budget authorizes the repair of the garage floor in the PD garage. \$11,000 was earmarked for the project (account #07-40-3-344).

Quotes to perform the work were solicited from four contractors. Three of the contractors responded and their quotes came in as follows:

- | | |
|---|-------------|
| • JLJ Contracting, Inc., Broadview, Illinois | \$18,225.00 |
| • National Restoration Systems, Rolling Meadows, Illinois | \$15,700.00 |
| • Quality Restorations, Inc, Wood Dale, Illinois | \$15,495.00 |

A fourth quote was solicited from Hard Surface Solutions of Lombard, Illinois. However, after several attempts to acquire a quote, the firm never responded.

The PD garage renovation project was a two-part endeavor. The President and Board of Trustees approved the replacement of the garage doors and openers in September at a cost of \$8,317.00. That work has been completed and the new doors not only look great, but they function much more efficiently.

While the projected costs for the garage doors came in almost \$2,700 less than the budget estimate of \$11,000, the lowest quote initially received for the garage floor restoration was \$4,495.00 higher than the budget estimate of \$11,000.

Staff contacted Quality Restorations, who submitted the lowest quote, and we were able to negotiate a reduction of \$895.00 from the quote of \$15,495. They have agreed to perform the work for a total cost of \$14,695. The revised quote is attached to this memorandum.

If the President and Board of Trustees approve the project, the project would be \$1,012 higher than the budgeted amount in account #07-40-3-344 as a result of the higher cost for the floor restoration component of the project.

DOCUMENTATION

- Memorandum dated October 22, 2013 from Deputy Chief Kubisztal
- Original Quotes from JLJ Contracting, Inc., National Restoration Systems and Quality Restorations.
- October 28, 2013 revised quote from Quality Restorations

MOTION/ACTION REQUESTED

This matter is being placed on the agenda for the Village Board Work Session on November 12, 2013. If the consensus of the President and Board of Trustees is to authorize Quality Restorations to perform the work for the quoted price of \$14,695, the item would be placed on the Consent Agenda for the November 26, 2013 Regular Village Board Meeting for approval.

RECOMMENDATION

Staff recommends that Quality Restorations of Wood Dale, Illinois be authorized to perform the garage floor restoration project for the LaGrange Park Police Department for the quoted price of \$14,695.



MEMORANDUM

TO: Chief McCollum
FROM: Deputy Chief P. Kubisztal
SUBJECT: Garage Concrete Repair Project
DATE: 22 October 2013

Chief –

3 proposals were obtained for the repair and resurfacing of the police department garage floor. This work is to include the repair of deteriorate or damaged concrete, the replacement of the damaged floor drain head, and a new epoxy coating to the garage floor.

Proposals were solicited from the following companies who specialize in this type of restoration / repair work:

- Hard Surface Solutions, Lombard, IL - After several contacts by both phone and e-mail, no proposal was returned.
- JLJ Contracting, Inc., Broadview, IL - \$18,225.00
- National Restoration Systems, Rolling Meadows, IL - \$15,700.00
- Quality Restorations, Inc., Wood Dale, IL - \$15,495.00

The JLJ Contracting proposal is actually presented in two parts. Part 1 for just the concrete repair work is \$7,995.00. Part 2 is for the application of a new coating to the garage floor for an additional \$10,230.00 for a total price of \$18,225.00.

The proposal from National Restoration includes repairs to the concrete and sealant at the juncture of floor to walls, and sealing of random crack with a urethane sealant. Total price of \$15,700, with and additional repairs to unseen concrete damage quoted on a square foot basis at \$54.00/Sq. Ft.

The Quality Restorations appears to be the most complete proposal which includes repairs to the concrete and sealing of the entire floor with an epoxy coating. Total price of \$15,495.00.

The lowest bidder, Quality Restorations, Inc of Wood Dale, IL is a well-qualified, local Chicago area contractor who has completed municipal projects in the suburban area, including the floor at the LaGrange Fire Department.

It would be my recommendation that we look towards awarding this concrete repair project to Quality Restorations, Inc. of Wood Dale, IL.



Jim Padellin
Senior Project Manager

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John Orban
President

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john@jljcontracting.com

NRS NATIONAL RESTORATION SYSTEMS

Structural Concrete Repair - Masonry Restoration - Protective Coatings
Bridge Overlays - Expansion Joints - Sealants

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Vice President

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QUALITY RESTORATIONS, INC.
QUALITYRESTORATIONSINC.COM
356 TIAGA TRAIL
WOOD DALE, IL 60191

TOM STEELE
PROJECT MANAGER
CELL: 630-417-6810
OFFICE: 630-595-0990
FAX: 630-595-2037
TSTEELE@QUALITYRESTORATIONSINC.COM

September 16, 2013

Mr. Phillip J. Kubisztal, Deputy Chief
LaGrange Park Police Department
447 N. Catherine Avenue
LaGrange Park, Illinois 60526

RE: 447 N. Catherine – Garage
Concrete & Waterproofing Repairs

Dear Mr. Kubisztal:

JLJ Contracting, Inc. proposes to furnish all labor, material, and equipment necessary to perform the following work at the above referenced location:

1. Furnish and install temporary barricades.
2. Furnish and install temporary dust protection.
3. Remove one (1) deteriorated drain head and replace with new drain head of matching dimension. Patch concrete at perimeter of new drain head.
4. Remove and dispose of steel angle iron at edge of slab directly in line with overhead doors.
5. Remove approx. 40 sq. ft. of deteriorated concrete at floor slab and at 1' wide approach leading to slab. Patch with new concrete.

The work outlined above shall be performed during regular business hours for the lump sum of SEVEN THOUSAND NINE HUNDRED NINETY-FIVE AND 00/100 DOLLARS (\$7,995.00).

Alternate #1

- Remove existing paint from slab in garage and install new non-skid "Conipur" waterproof membrane- ADD to Base Bid..... (\$10,230.00)

EXCLUSIONS

The following are *not included* in the price quoted above:

- Any/all permits and/or bonds
- Any/all work performed outside regular business hours (overtime)

CONFIDENTIALITY

The information contained herein is submitted in strict confidence solely for the purpose of determining whether you wish to engage JLJ CONTRACTING, INC. to execute the services set forth in this contract. Accordingly, disclosure in any manner of the contents described in this proposal to any persons other than Customer for the exclusive purpose described above is prohibited.

PROPOSAL ACCEPTANCE

Pricing as stated in this proposal will remain in effect for sixty (60) days from date of this proposal. Approval after sixty (60) days is subject to review by JLJ CONTRACTING, INC.

September 16, 2013
LaGrange Park Police Department
447 N. Catherine Avenue
Garage - Concrete & Waterproofing Repairs

WARRANTY

Unless otherwise specified, all work will be warranted for one (1) year from date of completion.

PERMITS, BONDS, LICENSES

Unless otherwise indicated, any/all costs associated with obtaining/securing permits, bonds and/or licenses necessary to complete the proposed work will be billed separately to Customer by JLJ CONTRACTING, INC. and are in addition to the lump sum quoted.

TERMS OF PAYMENT

Upon signature of this contract Customer agrees to pay JLJ CONTRACTING, INC. the appropriate Lump Sum payment indicated in this proposal *in full* within 30 days of completion of this project. Interest will be charged at the rate of 1.5% per month on all accounts 30 days past due.

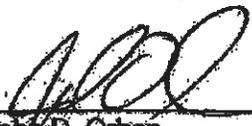
AGREEMENT

Upon signature of this contract, Customer and JLJ CONTRACTING, INC. agree to all terms and conditions indicated herein.

WORK AUTHORIZATION

To authorize the work listed herein, please indicate acceptance of this proposal by signing below and returning via fax at 708-343-3360. Upon receipt of this signed Agreement, JLJ CONTRACTING, INC. will contact Customer to schedule work commencement. Unless otherwise noted, all work shall be performed during regular business hours.

Thank you for the opportunity to present this proposal. I look forward to working with you on this project. Should you have any questions or require additional information, please contact me at 708-343-3340.



John D. Orban
President

Accepted By:

Company

Signature

Name/Title

Date

JDO/kmf



NATIONAL RESTORATION SYSTEMS

1500 Hicks Road • Suite 200 • Rolling Meadows, IL 60008
Phone (847) 483-7700 • Fax (847) 483-7701

September 16, 2013

Phillip J. Kubisztal Deputy Chief
LaGrange Park Police Department
447 N. Catherine Avenue
LaGrange Park, Illinois 60526

Re: Police Garage Floor

Deputy Chief Kubisztal;

I submit the following proposal based on our walkthrough for your review and consideration.

Garage Floor Repair

NRS will shotblast clean the existing floor, install a perimeter cove joint of sealant at the juncture of the floor to walls and route and seal random cracks with a two component urethane sealant, repair the damaged concrete apron at the entrance, repair the visible spalled concrete, chain drag the floor to locate any damaged / delaminated concrete in the overlay and remove and replace the existing drain head.

Lump Sum \$15,700.00*

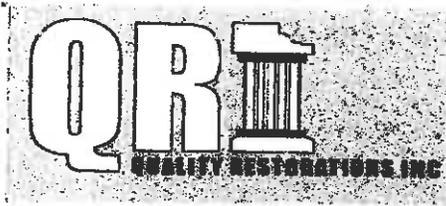
If chain dragging the floor uncovers any unseen concrete delaminations NRS will make concrete repairs in the concrete overlay on a square foot basis.

\$54.00* / SQ FT

*Note: This pricing is based on being given an empty space and doing all work in one phase during normal hours and that there are no buried conduits, piping, etc. in the floor.

Sincerely,
National Restoration Systems, Inc.

Ralph T. Brown
Vice President



October 22, 2013

Mr. Philip J. Kubisztal
Deputy Chief
LaGrange Park Police Dept.
447 N. Catherine Ave.
LaGrange Park, IL 60526

RE: Police Garage Concrete Repair

Quality Restorations, Inc. proposes to furnish all labor, material and equipment necessary to complete the following work:

1) Repair deteriorated concrete at garage apron (approx. 25' x 2')

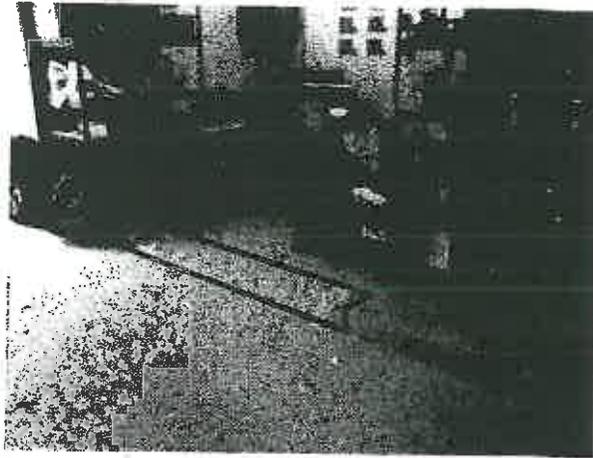


- a. Remove corroded metal angle
- b. Chip out deteriorated concrete at top of foundation wall to a minimum of 3"
- c. Prepare and paint any existing reinforcing using Zinc – Rich rebar primer



- d. Install supplemental steel reinforcing as necessary
 - e. Replace concrete to provide smooth transition to precast garage floor
 - f. Install new sealant where foundation wall meets precast garage floor
- 2) Repair concrete at precast garage floor
- a. At areas of deterioration, remove concrete, paint rebar, install supplemental steel and replace concrete

3) Install new curb



- a. At edges of current ramp, remove old patching material
 - b. Dowel in #3 bars at 12" O.C. with one continuous nosing bar
 - c. Form and pour concrete to match current curb profile
- 4) Remove and replace existing drain head
- a. Remove drain head
 - b. Remove concrete as necessary to install new drain head
 - c. Tie new drain head into existing piping

5) Install new epoxy coating to garage floor

- a. Prepare surface for coating by shotblasting area (areas close to wall will be prepared by grinding)



- b. Solvent wipe entire area to remove laitance and dust
c. Install two coats of Sikagard® 62 High-build, protective, solvent-free, colored epoxy coating

TOTAL LUMP SUM FOR WORK ABOVE: \$15,495.00

PLEASE NOTE:

- Garage to be emptied by others prior to work
- Work to be performed in winter months (Dec-Feb)

We appreciate the opportunity to submit this proposal to you. Please do not hesitate to contact us if we can be of any further assistance

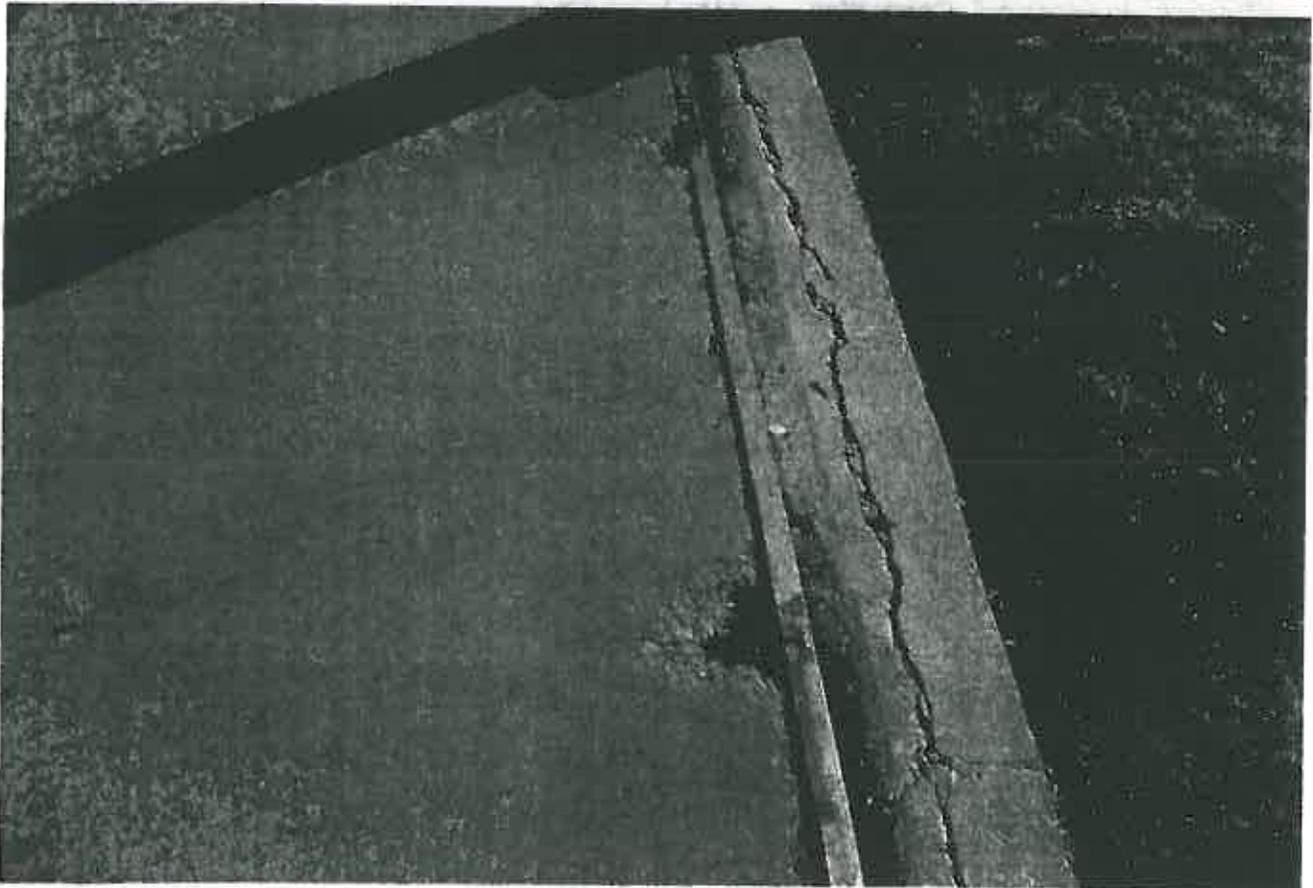
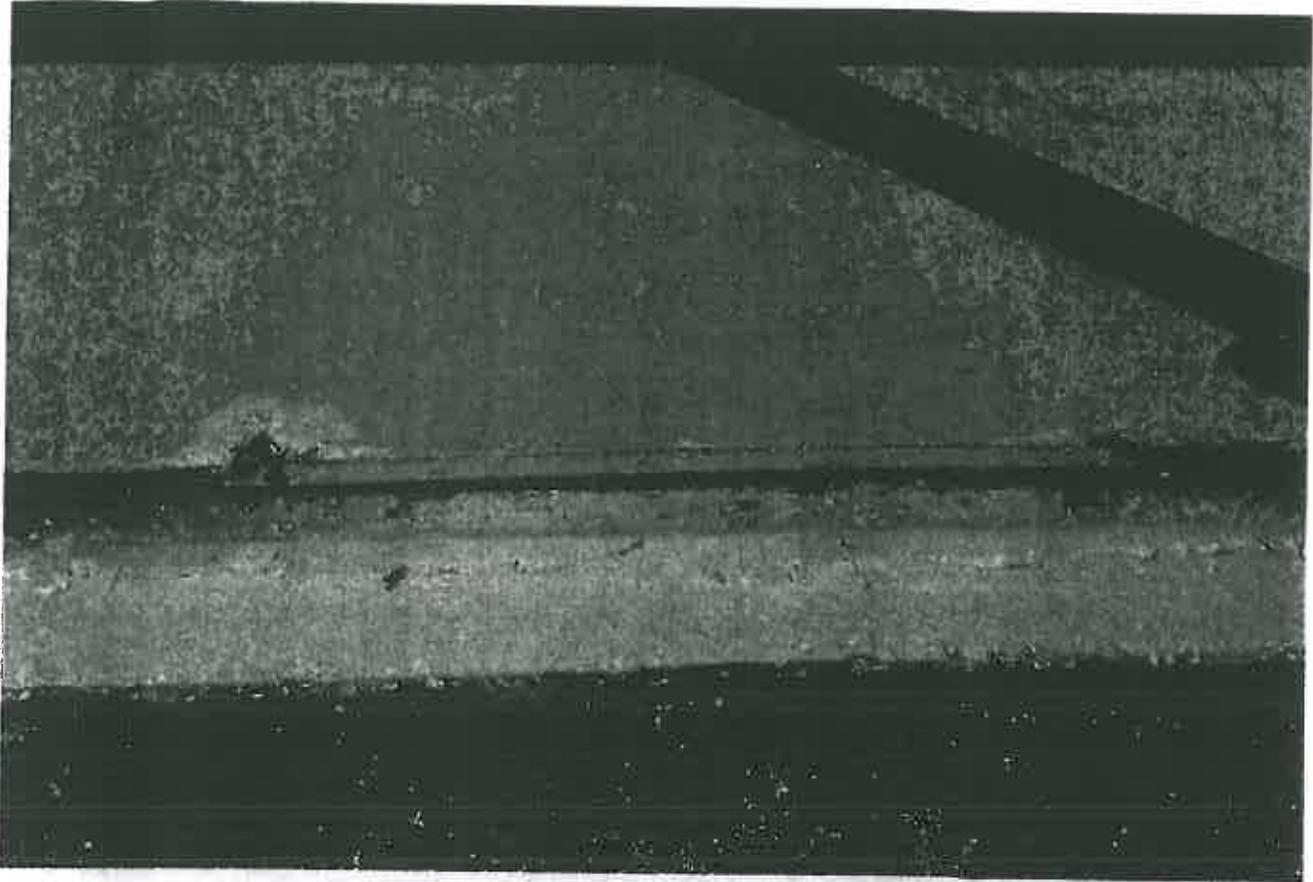
Sincerely,
QUALITY RESTORATIONS, INC.

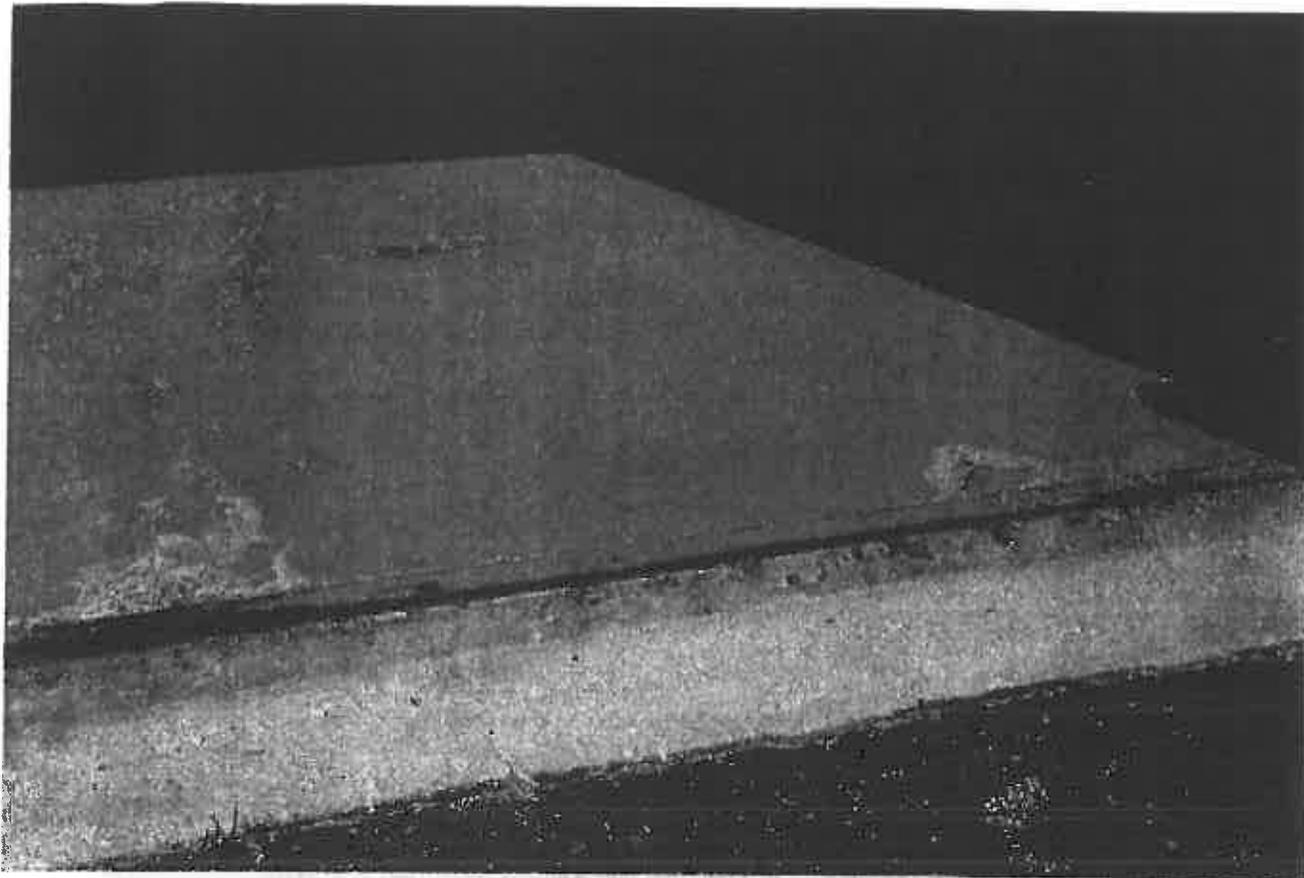


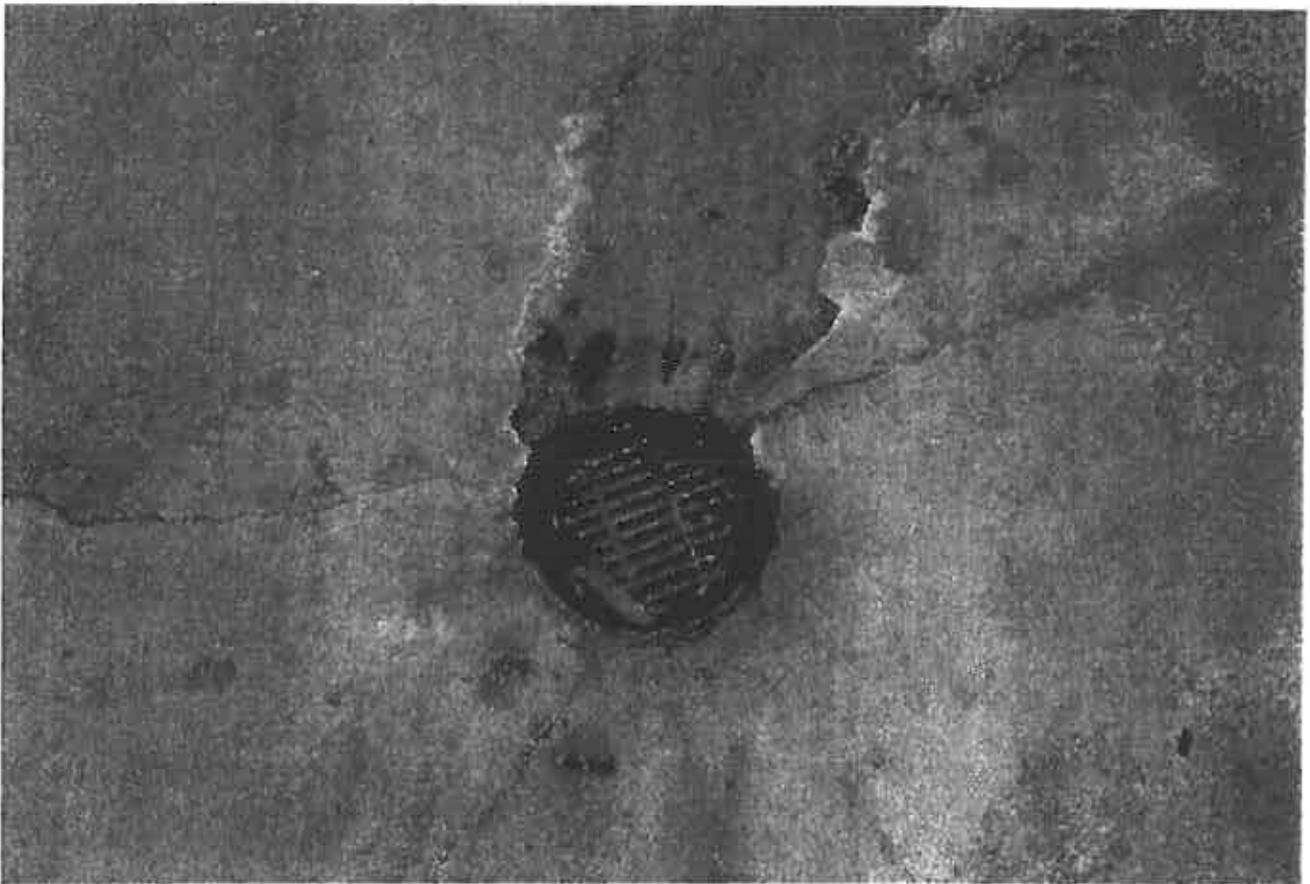
Tom Steele
Project Manager













REVISED October 28, 2013

Mr. Philip J. Kubisztal
Deputy Chief
LaGrange Park Police Dept.
447 N. Catherine Ave.
LaGrange Park, IL 60526

RE: Police Garage Concrete Repair

Quality Restorations, Inc. proposes to furnish all labor, material and equipment necessary to complete the following work:

- 1) Repair deteriorated concrete at garage apron (approx. 25' x 2')



- a. Remove corroded metal angle
- b. Chip out deteriorated concrete at top of foundation wall to a minimum of 3"
- c. Prepare and paint any existing reinforcing using Zinc – Rich rebar primer
- d. Install supplemental steel reinforcing as necessary



- e. Replace concrete to provide smooth transition to precast garage floor
 - f. Install new sealant where foundation wall meets precast garage floor
- 2) Repair concrete at precast garage floor
- a. At areas of deterioration, remove concrete, paint rebar, install supplemental steel and replace concrete

3) Install new curb



- a. At edges of current ramp, remove old patching material
 - b. Dowel in #3 bars at 12" O.C. with one continuous nosing bar
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- 4) Remove and replace existing drain head
- a. Remove drain head
 - b. Remove concrete as necessary to install new drain head
 - c. Tie new drain head into existing piping



- 5) Install new epoxy coating to garage floor
- a. Prepare surface for coating by shotblasting area (areas close to wall will be prepared by grinding)



- b. Solvent wipe entire area to remove laitance and dust
- c. Install two coats of Sikagard® 62 High-build, protective, solvent-free, colored epoxy coating

TOTAL LUMP SUM FOR WORK ABOVE: \$14,695.00

PLEASE NOTE:

- Garage to be emptied by others prior to work
- Work to be performed in winter months (Dec-Feb)

We appreciate the opportunity to submit this proposal to you. Please do not hesitate to contact us if we can be of any further assistance

Sincerely,
QUALITY RESTORATIONS, INC.



Tom Steele
Project Manager



Village Board Agenda Memo

Date: October 22, 2013

To: President & Board of Trustees

From: Julia Cedillo, Village Manager 

RE: IEMA Pre-disaster Mitigation Grant Funds

GENERAL BACKGROUND

In 2009, the Village was notified by Congressman Lipinski that it was the recipient of a federal grant for a replacement generator for the Village Hall in the amount of \$150,000. Shortly after notification, we were notified that the grant would be processed through the Federal Emergency Management Agency (FEMA), as a Local Pre-disaster Mitigation (PDM) Grant, requiring a 25% local match.

In order to be eligible to receive PDM Grants funds, the local jurisdiction and grant recipient must have a Hazard Mitigation Plan in place. While the Village does not have a Hazard Mitigation Plan, the Illinois Emergency Management Agency (IEMA) and FEMA allow the grant recipient to process the grant and accept funding concurrent to the development of such a plan. Both agencies are aware that Cook County is in the process of the development of a *Multi-jurisdictional and All Hazards Hazard Mitigation Plan* (see attached). In the Village's discussion with representatives from IEMA and FEMA, all parties are in agreement that the County's Plan is the best choice for our Village in meeting the prerequisite of the PDM Grant. Further, both IEMA and FEMA are represented on the County's Steering Committee for this effort. In speaking with the Chief of Planning for the Cook County Department of Homeland Security, the Plan will be complete by June 2014.

GRANT

Recent and preliminary research estimates that the generator project will cost \$153,000. As such, the Village's 25% match would be \$38,250, and the federal match would be \$114,750, coming in under the original grant allocation. The grant agreement includes a stipulation that the Village must first proceed with engineering and design, and then submit final estimates to confirm the budget before proceeding with the completion of the project. The Village has budgeted \$50,000 for our local match in the Emergency Telephone System Fund.

This matter is being placed on the November 12, 2013 Work Session Agenda. If consensus is gained at the Work Session, it will be placed on the consent agenda for approval at the November 26, 2013 Regular Board Meeting.

MOTION/ACTION REQUESTED:

Motion to approve a Resolution Authorizing Execution of a Grant Agreement with the Illinois Emergency Management Agency for Pre-disaster Mitigation Grant Funds.

DOCUMENTATION:

- Resolution Authorizing Execution of a Grant Agreement with the Illinois Emergency Management Agency for Pre-disaster Mitigation Grant Funds
- IEMA Grant Agreement
- Notice of Award, FEMA
- Information on the Cook County Hazard Mitigation Plan (*prerequisite for the grant*)

RESOLUTION NO. 13-22

**RESOLUTION AUTHORIZING EXECUTION OF A GRANT AGREEMENT
WITH THE ILLINOIS EMERGENCY MANAGEMENT AGENCY FOR PRE-DISASTER MITIGATION
GRANT FUNDS**

WHEREAS, the Illinois Emergency Management Agency (IEMA) has received Federal Funds from the Federal Emergency Management Agency (FEMA) under the United States Department of Homeland Security, to be distributed as Pre-Disaster Mitigation Grants; and

WHEREAS, the IEMA has informed the Village of La Grange Park that the Village is eligible to receive \$114,750 in Pre-disaster Mitigation Grant funds; and

WHEREAS, the Illinois Emergency Management Agency has prepared a grant application requiring the Village President's signature prior to submission; and

WHEREAS, the grant agreement provides funding specific to a new emergency generator for the Village Hall (includes Police and Fire Departments), to sustain necessary operations during times of crisis or disaster, ensuring the continuity of public safety services for La Grange Park citizens; and

WHEREAS, the Village of La Grange Park is actively participating in Cook County's Hazard Mitigation Plan, with anticipated completion within the next twelve (12) months, qualifying the Village for Pre-disaster Mitigation Grant funds; and

WHEREAS, the grant agreement is conditioned with first incurring design and engineering expenses only, resulting in Village's submission of a detailed cost estimate to FEMA for the purchase and installation of the generator; and

WHEREAS, upon approval of the detailed cost estimate and, if necessary, a budget modification, the remaining work will be authorized by FEMA.

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

1. That the Village is authorized to participate in the Pre-disaster Mitigation Grant program with IEMA and FEMA.
2. That the Village President is authorized to sign the agreement, and the Village Clerk is authorized to attest to its approval.

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

AYES:

NOS:

ABSENT:

Approved this _____ day of November, 2013.

Dr. James L. Discipio, Village President

ATTEST:

Amanda Seidel, Village Clerk

Approved as to Form: _____
(Date)

**ILLINOIS EMERGENCY MANAGEMENT AGENCY
STATE-LOCAL PREDISASTER MITIGATION GRANT (FY2010 PDM)
ASSISTANCE AGREEMENT**

Fiscal Years 2014 - 2015 (Date of execution – September 25, 2014)

This Grant Agreement between the Illinois Emergency Management Agency (the IEMA/Grantee) and the Village of LaGrange Park (the Subgrantee), Federal Taxpayer Identification Number 36-6005954 shall be effective on the date signed by the IEMA. It shall apply to all PreDisaster Mitigation Grant (PDM) assistance provided by the Federal Emergency Management Agency (FEMA) through the IEMA to the Subgrantee.

Be it resolved by the Subgrantee, that the individual named below

Julia Cedillo, Village Manager

(Name and Title)

has the legal authority and is hereby authorized to execute documents for and in behalf of the Subgrantee, an eligible jurisdiction as determined by the Federal Emergency Management Agency. The purpose of this designation is so that the individual whose name appears above will be the authorized representative for obtaining Federal or State Hazard Mitigation Grant Program funds.

The Subgrantee hereby assures and certifies that the project will comply with the State of Illinois and the Federal Emergency Management Agency regulations. Also, the Subgrantee gives assurance and certifies under oath that all information in the grant agreement is true and correct to the best of the Subgrantee's knowledge, information, and belief; that the funds shall be used only for the purposes described in the Agreement; with respect to and as a condition for the grant that the following provisions will be adhered to:

FINANCIAL INFORMATION AND REQUIREMENTS

1. This Grant Agreement in the amount of \$114,750 will serve as the contract between the IEMA and the Subgrantee for the purpose of funding engineering, design, purchase and installation of a generator at the LaGrange Park Village Hall. At this time, the Village is authorized to incur engineering and design expenses only. Once the design is completed, the Village must submit a detailed cost estimate for the purchase and installation of the generator. Upon FEMA's approval of the estimate and, if necessary, a budget modification, the remaining work will be authorized.

a. Total estimated cost of project is \$153,000.
Total IEMA share is \$114,750. This amount represents the 75 percent Federal share of the cost of engineering, design, acquisition and installation of a back-up generator.

- b. The Village has received a one-year waiver for the requirement to have an adopted mitigation plan. No costs can be incurred after one year from the FEMA award date of September 25, 2013, unless the Village has participated in and adopted a FEMA approved mitigation plan.
2. The Subgrantee will provide all necessary financial and managerial resources to meet the terms and conditions of receiving PDM funds.
 3. The Subgrantee is aware that the PDM requires cost-sharing on the basis of not more than 75 percent Federal and at least 25 percent non-Federal contributions and that the Subgrantee may be required to provide and/or secure the full non-Federal share for mitigation activities.
 4. The PDM funds requested for this project shall not and will not duplicate benefits received for the same loss from any other funds.
 5. This Grant Agreement may be amended by the Grantee as required because of:
 - changes in State laws or regulations;
 - an extension in the term;
 - an increase in the amount; and/or
 - any other provision requiring a modification.
 6. The Subgrantee may send a written request for a portion of the total contract amount shown in Item 1 upon the following conditions: a) this Grant Agreement is signed by the Subgrantee and the IEMA; and b) the Subgrantee will spend the funds requested within a twenty-day period after receipt of the funds from the IEMA. Additional funds may be drawn down upon request from the authorized representative based on need and the ability to spend within a twenty-day period.
 7. In the event that the applicant fails to expend or is over advanced PDM funds, the IEMA reserves the right to recapture funds in accordance with the applicable Federal or State laws and requirements. Funds remaining at the expiration of the grant agreement shall be returned to the State within 45 days.

REQUIREMENTS FOR ALL HAZARD MITIGATION PROJECTS

8. The Subgrantee agrees to maintain good standing in the National Flood Insurance Program (NFIP).
9. The Subgrantee will begin project work within 90 days of the approval of the Grant Agreement and complete all items of work by the time of the grant expiration unless an exception is granted, extending the time with an amendment to this Agreement.
10. The Subgrantee will comply with all applicable ordinances, codes and standards as

pertains to this PDM project and agrees to provide maintenance as appropriate.

11. The IEMA, the Illinois Auditor General, the Illinois Attorney General or any of their duly authorized representatives reserve the right to review, inspect or audit all contracts, records and documents related to the expenditure of the PDM funds. The IEMA reserves the right to disallow any expenditures that are deemed ineligible, unreasonable, and/or excessive. In the event that questioned costs are ultimately deemed disallowed, as determined by the IEMA, the Subgrantee shall be responsible for repayment of such costs.
12. The Subgrantee will not enter into cost-plus-percentage-of-cost contracts for completion of the PDM projects.
13. The Subgrantee will not enter into any contract with any party which is debarred or suspended from participating in Federal assistance programs.
14. The authorized representative for the Subgrantee is required to submit quarterly reports to the Hazard Mitigation Officer on or before the first day of each quarter following the signing of this Grant Agreement. Said report will include the status of the project and the estimated percentage of project completed. For acquisition projects, the report should quantify the closings to be conducted in the next quarter and other information as requested.
15. A final report covering all aspects of the project will be prepared for the Subgrantee after the final closing.
16. The Subgrantee is required to submit a single audit conducted in accordance with Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments and Non-profit Organizations," when expending \$500,000 or more in Federal funds, including Public Assistance, Hazard Mitigation Grant Program (HMGP), and PDM funds during a fiscal year.
17. The Subgrantee is required to submit a copy of each report as a result of an audit to the Chief Fiscal Officer, for each fiscal year where \$500,000 or more in Federal funds were expended, beginning the fiscal year of the Presidential declaration of major disaster and ending the fiscal year of the final reimbursement.
18. The Subgrantee will be responsible for timely action in resolving any audit finding and/or questioned project costs. The Subgrantee will return to the IEMA, within 15 days of such request by the Chief Fiscal Officer, any advance funds which are not supported by audit or other Federal or State review of documentation maintained by the Subgrantee.
19. The Subgrantee agrees that all funds remaining at the end of this Agreement or at the expiration or obligation by the Grantee shall be returned to the State within 45 days.

REQUIREMENTS FOR ACQUISITION AND RELOCATION PROJECTS

20 – 34 **Not Applicable**

REQUIREMENTS FOR ALL STATE CONTRACTS

35. Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this agreement.
36. The Subgrantee certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C.A. 702 as amended, and 49 C.F.R. Part 29, subpart F, including Appendix C as amended. The Subgrantee is required to sign the enclosed Drug-Free Workplace Certification and return it with this contract.
37. Pursuant to Section 6i. of the Illinois Purchasing Act the Subgrantee shall maintain, for a minimum of 3 years after the completion of the Grant Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Grant Agreement; that the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the grantor agency (IEMA), the Illinois Auditor General, the Illinois Attorney general or any of their duly authorized representatives and to provide full access to all relevant materials. The IEMA reserves the right to disallow any expenditures that are deemed ineligible, unreasonable, and/or excessive, or for which supporting documentation is not available. In the event that questioned costs are ultimately deemed disallowed, as determined by the IEMA, the Subgrantee shall be responsible for repayment of such costs.
38. The Subgrantee assures that it will comply with all applicable federal statutes, regulations, executive orders, and other federal requirements in carrying out any project supported by federal funds. The Subgrantee recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Subgrantee agrees that the most recent federal requirements will apply to the project. The Subgrantee will comply with all applicable provisions of Federal and State law and regulations in regard to procurement of goods and services.
39. The Subgrantee will comply with all Federal and State statutes and regulations relating to non-discrimination.
40. The Subgrantee will comply with provisions of the Hatch Act limiting the political activities of public employees.
41. The Subgrantee will comply with minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and to the extent applicable, Subgrantee will comply

with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Grant Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted sub agreements.

42. The Subgrantee will prohibit employees, contractors, subcontractors for a purpose that is or gives the appearance of 1) using their positions for personal gain of themselves or those with whom they have family business or ties; 2) a conflict of interest; or 3) kickbacks.
43. The Subgrantee and its employees, contractors, and subcontractors shall hold harmless the United States and its agents and employees, the State of Illinois and its agents and employees from and against all claims, damages, losses and expenses arising out of or resulting from the approval of work regardless of whether or not such claim, damage, loss of expense is caused entirely or in part by the United States or the State of Illinois.
44. The Subgrantee shall certify that (a) no Federal or State 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 Congress, or an employee of a Member of Congress in connection with 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. (b) 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 instruction. (c) 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 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.
45. The Subgrantee shall certify that they are not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State Agency if they know or should know that they are delinquent in the payment of any debt to the State as defined by the Debt Collection Board. The Subgrantee further acknowledges that the contracting State agency may declare this Grant Agreement (contract) void if this certification is false or if the Subgrantee is determined to be delinquent in the payment of any debt during the term of the Grant Agreement.
46. In accordance with the Buy American Act, 41 U.S.C. 10-10d, only steel, iron, and

manufactured products produced in the United States may be purchased with Federal funds unless an exception under section b(2) or b(3) of the Buy American Act applies. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Federal Government.

47. The Subgrantee certifies to the best of his or her knowledge and belief that for each contract for federal assistance exceeding \$100,000:
 - (a) No federal appropriated funds have been or will be paid by or on behalf of the Subgrantee to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress regarding the award of federal assistance, or the extension, continuation, renewal, amendment, or federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and
 - (b) If any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the Subgrantee assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
 - (c) The language of this certification shall be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements).
48. The subgrantee agrees to comply with the conditions established in the Record of Environmental Consideration approved by the FEMA Regional Environmental Officer.

SIGNATURES

Signature of Subgrantee's Authorized Representative:

_____ Date Signed: _____

Name Typed: _____ Title: _____

Subgrantee Jurisdiction:

Mailing Address for Disbursements:

Signature of the Grantee (Illinois Emergency Management Agency):

_____ Date Signed: _____
Jonathon E. Monken
Director

_____ Date Signed: _____
Jenifer Johnson
Chief Legal Counsel

_____ Date Signed: _____
Kevin High
Chief Fiscal Officer

RECEIVED

OCT 30 2013

Illinois Emergency
Management Agency

U.S. Department of Homeland Security
Region V
536 South Clark Street, Floor 6
Chicago, IL 60605



FEMA

SEP 25 2013

Mr. Jonathon Monken, Director
Illinois Emergency Management Agency
2200 South Dirksen Parkway
Springfield, IL 62703-4528

Re: Fiscal year 2010 Pre-Disaster Mitigation agreement EMC-2012-PD-0003

Dear Mr. Monken:

It is my pleasure to inform you that the following sub-grant has been approved and awarded under grant agreement EMC-2012-PD-0003:

<u>Sub-Grantee</u>	<u>Application Type</u>	<u>Federal Obligation</u>
Village of La Grange Park	Project (generator)	\$114,750

The period of performance is September 27, 2013 – August 31, 2016. The updated articles of agreement pertaining to this grant are enclosed, as well as important environmental documentation regarding the project.

On September 2, 2013, we received and accepted acknowledgement from your office and the Village of La Grange Park that a hazard mitigation plan will be completed within 12 months of the date of this letter. If the plan has not been FEMA-approved within that timeframe, this project will be terminated immediately. Any costs incurred after the notice of sub-grant termination will not be reimbursed by FEMA.

Additionally, this sub-grant is awarded with a special condition. At this time, the Village of La Grange Park is authorized to incur engineering and design expenses only. Once the design is completed, the village must submit a detailed cost estimate for the purchase and installation of the generator. Upon FEMA's approval of the estimate and, if necessary, a budget modification, the remaining work will be authorized.

By accepting this award, the state agrees to certain administrative and financial responsibilities, including the timely submission of all quarterly financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash on hand. The above provisions are required in order to be in full compliance with the terms and conditions of this grant agreement.

Mr. Monken
Page 2

After reviewing the enclosed 76-10a, sign and date the forms indicating your concurrence. Return the signed FEMA original to the attention of Assistance Officer Cheryl Baldwin at the regional office in Chicago. If you have any questions please contact Ms. Baldwin at (312) 408-5507.

Sincerely,



 Andrew Velasquez III
Regional Administrator

Enclosures

FEDERAL EMERGENCY MANAGEMENT AGENCY OBLIGATING DOCUMENT FOR AWARD/AMENDMENT				O.M.B. NO. 3087-0206 Expires February 29, 2004
1. AGREEMENT NO. EMC-2012-PD-0003	2. AMENDMENT NO. 2	3. RECIPIENT NO. 73-1641239	4. TYPE OF ACTION <input checked="" type="checkbox"/> GRANT <input type="checkbox"/> CA	5. CONTROL NO. C120020NPD020, C1300009NPD009, C1300003NPD003
6. RECIPIENT NAME AND ADDRESS Illinois Emergency Management Agency 1035 Outer Park Drive Springfield, IL 62704-4462		8. PAYMENT OFFICE AND ADDRESS FEMA Region V 536 South Clark St. 6th Floor Chicago, IL 60605		
9. NAME OF RECIPIENT PROJECT OFFICER Ronald Davis		PHONE NO. 217-782-8719	10. NAME OF FEMA PROJECT OFFICER MEGAN HART PHONE NO. 312-408-5225	
11. EFFECTIVE DATE OF THIS ACTION 09/24/2013		12. METHOD OF PAYMENT <input type="checkbox"/> HHS, SMARTLINK <input type="checkbox"/> SF 270 <input checked="" type="checkbox"/> OTHER		
13. ASSISTANCE ARRANGEMENT <input checked="" type="checkbox"/> COST REIMBURSEMENT <input type="checkbox"/> COST SHARING <input type="checkbox"/> OTHER		14. PERFORMANCE PERIOD From: 09/27/2013 To: 08/31/2016 BUDGET PERIOD From: 10/01/2009 To: 08/31/2016		
15. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)				
PROGRAM NAME ACRONYM LPDM	CFDA NO. 97.047	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXX-XXXX-XXXX-XXXX-X 2012-69-5770RB-9052-4101-D 2013-69-K112-R052-4101-D	PRIOR TOTAL AWARD \$194,333.82 \$24,241.50	AMOUNT AWARDED THIS ACTION + or - \$0.00 \$114,750.00
TOTALS			\$218,575.32	\$333,325.32
b. To describe changes other than funding data or financial changes, attach schedule and check here <input type="checkbox"/>				
16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO FEMA (See Block 7 for address)				
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to the terms and conditions attached to this award notice or incorporated by reference in program legislation or regulation cited above.				
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)				DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title) <i>[Signature]</i>				DATE 9/25/13

FEDERAL EMERGENCY MANAGEMENT AGENCY OBLIGATING DOCUMENT FOR AWARD/AMENDMENT				O.M.B. NO. 3067-0206 Expires February 28, 2004		
1. AGREEMENT NO. EMC-2012-PD-0003	2. AMENDMENT NO. 2	3. RECIPIENT NO. 73-1641239	4. TYPE OF ACTION <input checked="" type="checkbox"/> GRANT <input type="checkbox"/> CA	5. CONTROL NO. C120020NPD020, C1300009NPD009, C130003NPD003		
6. RECIPIENT NAME AND ADDRESS Illinois Emergency Management Agency 1035 Outer Park Drive Springfield, IL 62704-4462		7. ISSUING FEMA OFFICE AND ADDRESS FEMA Region V 536 South Clark St. 6th Floor Chicago, IL 60605		8. PAYMENT OFFICE AND ADDRESS		
9. NAME OF RECIPIENT PROJECT OFFICER Ronald Davis		PHONE NO. 217-782-8719	10. NAME OF FEMA PROJECT OFFICER MEGAN HART			
11. EFFECTIVE DATE OF THIS ACTION 09/24/2013		12. METHOD OF PAYMENT <input type="checkbox"/> HHS, SMARTLINK <input type="checkbox"/> SF 270 <input checked="" type="checkbox"/> OTHER		14. PERFORMANCE PERIOD From: 09/27/2013 To: 08/31/2016 BUDGET PERIOD From: 10/01/2009 To: 08/31/2016		
15. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE)	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + or (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
LPDM	97.047	XXXX-XXX-XXXXX-XXXX-XXXX-XXXX-X 2012-69-5770RB-9052-4101-D 2013-69-K112-R052-4101-D	\$194,333.82 \$24,241.50	\$0.00 \$114,750.00	\$194,333.82 \$138,991.50	\$64,781.18 \$46,330.50
TOTALS			\$218,575.32	\$114,750.00	\$333,325.32	\$111,111.68
b. To describe changes other than funding data or financial changes, attach schedule and check here <input type="checkbox"/>						
16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO FEMA (See Block 7 for address)						
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to the terms and conditions attached to this award notice or incorporated by reference in program legislation or regulation cited above.						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)				DATE		
18. FEMA SIGNATORY OFFICIAL (Name and Title) <i>[Signature]</i>				DATE 9/25/13		

FY 2010
PRE-DISASTER MITIGATION PROGRAM
GRANT AGREEMENT ARTICLES

PRE-DISASTER MITIGATION GRANT AGREEMENT ARTICLES
CFDA# 97.047

GRANTEE: Illinois Emergency Management Agency
AGREEMENT NUMBER: EMC-2012-PD-0003
AMENDMENT NUMBER: 2
DESIGNATED AGENCY: Illinois Emergency Management Agency
PERFORMANCE PERIOD: 09/27/2013 - 08/31/2016

GENERAL INFORMATION:

The **Pre-Disaster Mitigation (LPDM)** grant program provides funding for cost-effective hazard mitigation activities that complement comprehensive mitigation programs, reduce injuries, loss of life, and damage and destruction of property. Projects funded through LPDM must be located physically in a participating NFIP community that is not on probation or suspended (if the community has been mapped through the NFIP).

ARTICLE I. FEMA AUTHORITY

The United States of America through the Federal Emergency Management Agency (FEMA) which is now incorporated into the Department of Homeland Security, (hereinafter referred to as "the Grantor") agrees to grant to the state/Indian tribe/territory government, through its designated agency named above (hereinafter referred to as "the Grantee") funds in the amount specified on the obligating document, to support the **Pre-Disaster Mitigation** Grant Program, authorized under the Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or "the Act"), 42 USC 4104c, as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264, with the goal of reducing or eliminating claims under the NFIP.

The Grantee agrees to abide by the Grant Award terms and conditions as set forth in this document.

ARTICLE II. PROJECT DESCRIPTION

The Grantee shall perform the work described in the application package and made a part of these Grant Agreement Articles.

ARTICLE III. PERIOD OF PERFORMANCE

The initial performance period for the Grantee shall be equal to the longest performance period of the subgrantee awards. The period of performance shall be **09/20/2013** through **08/31/2016** , for the **LaGrange Park Generator**. All costs must be incurred during the period of performance unless pre-award costs are approved.

ARTICLE IV. AMOUNT AWARDED

This Grant is for the administration and completion of an approved **Pre-Disaster Mitigation Grant**. Grant Agreement funds may not be used for other purposes. If costs exceed the maximum amount of FEMA funding approved, the Grantee shall pay the costs in excess of the approved budget.

The approved budget for this award by category is:

	FEDERAL
Personnel	\$0.00
Fringe Benefit	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$153,000.00
Construction	\$0.00
Other	\$0.00
TOTAL DIRECT	\$153,000.00
Indirect Charges	\$0.00
TOTAL BUDGET	\$153,000.00

FEDERAL = \$114,750.00

NON FEDERAL = \$38,250.00

FED/NON FED = \$153,000.00

The Grantee shall follow Emergency Management and Assistance Regulations found in Title 44 Code of Federal Regulations (CFR) Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Office of Management and Budget Circulars A-102 and A-87, and program guidance to implement this Grant Award.

ARTICLE V. COST SHARE

The cost-share requirement for this award is 75 % Federal and 25 % non-Federal.

ARTICLE VI. FEMA OFFICIALS

FEMA officials are as follows:

The Project Officer shall be an official at the FEMA Regional Office who will be responsible for the program and technical monitoring of the work and technical performance of the activities described in the application.

The Project Officer is: **Megan Hart**

The Assistance Officer is the FEMA official who has full authority to negotiate, administer and execute all business matters of the Grant Award.

The Assistance Officer is: **Cheryl Baldwin**

ARTICLE VII. TERMS AND CONDITIONS

The specific terms and conditions of this agreement are as follows:

ASSURANCE COMPLIANCE:

The certifications signed by the Grantee in the application relating to maintenance of a Drug-Free workplace (44 CFR Part 17, Subpart F) and New Restrictions on Lobbying (44 CFR Part 18) apply to this grant agreement and are incorporated by reference.

BUDGET REVISIONS:

The Grantee shall follow prior approval requirements for budget revisions found in 44 CFR 13.30. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those direct cost categories exceed ten percent of the total budget.

If a Grantee estimates that it will have obligated funds remaining after the end of the performance period, the Grantee must report this to the FEMA Regional Office at the earliest possible time and ask for disposition instructions.

CLOSE OUT:

Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) a final Financial Report, (2) final program performance report, (3) an inventory of equipment purchased under each grant's funds, (4) an inventory of Federally-owned property, (5) other required documents specified

by program regulation.

Report Acceptance: FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee and FEMA's records, and close out the grant in writing.

Record Retention: Records shall be retained for 3 years (except in certain rare circumstances described in 44 CFR 13.42) from the date the final financial status report is submitted to FEMA in compliance with 44 CFR 13.42.

CONSTRUCTION PROJECT REQUIREMENTS:

1. Acceptance of Federal funding requires FEMA, the Grantee and any Subgrantees to comply with all Federal, state and local laws prior to the start of any construction activity. Failure to obtain all appropriate Federal, state and local environmental permits and clearances may jeopardize Federal funding.
2. Any change to the approved scope of work will require re-evaluation by FEMA for Grantee and Subgrantee compliance with the National Environmental Policy Act and other laws and Executive Orders.
3. If ground disturbing activities occur during construction, the Grantee and any Subgrantees must ensure monitoring of ground disturbance and, if any potential archeological resources are discovered, the Subgrantee will immediately cease construction in that area and notify the Grantee and FEMA.

COPYRIGHT:

The Grantee is free to copyright any original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work for Government purposes. Any publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

COST SHARE:

The Grantee shall follow cost-sharing requirements mandated by program guidance, statute or regulation and in compliance with 44 CFR 13.24. Cost-share funding shall be available with the approval of each grant. Performance Period extensions shall not be approved for delays caused by lack of cost-share funding.

ENFORCEMENT:

FEMA enforcement remedies shall be processed as specified in 44 CFR 13.43, Enforcement when the Terms and Conditions of this Grant Award are not met.

EQUIPMENT/SUPPLIES:

The Grantee must comply with the regulations listed in 44 CFR 13.32, Equipment, 44 CFR 13.33 Supplies, and 44 CFR 13.36 Procurement, and must be in compliance with state laws and procedures.

FUNDS TRANSFER:

No transfer of funds to agencies other than those identified in the approved grant agreement shall be

made without prior approval of FEMA.

INSURANCE:

In compliance with Public Law 103-325, Title V National Flood Insurance Reform Act of 1973, section 582 requires that any person receiving Federal assistance for the repair, replacement, or restoration for damage to any personal or residential property at any time must maintain flood insurance if the property is located in a Special Flood Hazard Area.

PAYMENT:

Grantee shall be paid using the Federal Health and Human Services (HHS) Payment Management System-SMARTLINK, provided Grantee maintains and complies with procedures for minimizing the time between transfer of funds from the US Treasury and disbursement by the Grantee and subgrantees. The Grantee commits itself to: 1) initiating cash draw downs only when actually needed for its disbursement; 2) timely financial reporting per FEMA requirements, using the SF 269 or equivalent report; and 3) imposing the same standards of timing and amount upon any secondary Grantee.

Subgrantees must comply with the same payment requirement as the Grantee and must comply with the requirements specified in the Grantee's subgrant award agreements.

DUPLICATION OF PROGRAMS:

FEMA will not provide assistance under the its programs for activities that it determines another Federal program has a more specific or primary authority to provide. FEMA also will not provide assistance for the applicant or subapplicant's legal obligations. FEMA may disallow or recoup amounts that duplicate other authorities.

DUPLICATION OF BENEFITS:

FEMA will not provide assistance under the program for activities that duplicate benefits received by or available to applicants, subapplicants and other project participants from insurance, other assistance programs, legal awards, or any other source to address the same purpose. Such individual or entity must notify the Grantee and FEMA of all benefits that it receives or anticipates from other sources for the same purpose, and must seek all such benefits available to them. FEMA will reduce the grant by the amounts available for the same purpose from another source. If FEMA provides assistance under this SRL program when other benefits are available, the Grantee will be liable to FEMA for any duplicative amounts that are received from other sources, and must reimburse FEMA for such amounts. FEMA also will not provide assistance for the applicant or subapplicant's legal obligations, such as those imposed by a legal settlement, court order or State law.

NON DISCRIMINATION:

The program must be administered in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status. The program complies with Section 308 of the Stafford Act and Title VI of the 1964 Civil Rights Act and other applicable laws. All applicants/Grantees must comply with Title VI, including State and local governments distributing Federal assistance.

Applicants/Grantees and subapplicants/subgrantees will ensure that no discrimination is practiced. Applicants must consider fairness, equity, and equal access when prioritizing and selecting project subapplications to submit with their application. Subapplicants and subgrantees must ensure fairness,

equity and equal access when consulting and making offers of mitigation to property owners that benefit from mitigation activities.

CHANGES IN SCOPES OF WORK:

Requests for changes to the SOW after award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the subapplication, the feasibility and effectiveness of the project, or the benefit cost ratio. Requests must be supported by adequate justification from the applicant in order to be processed. The justification is a description of the proposed change, a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity. All approvals will be at FEMA's discretion, and there is no guarantee that SOW changes will be approved.

PERFORMANCE PERIODS:

Program/Project/subgrant Approval and/or Awards:

All grant award activities, including all projects and/or activities approved under each subgrant award, shall be completed within the time period prescribed and authorized on the obligating documents. All costs must be incurred within the approved performance period or be approved pre-award costs.

EXTENSIONS:

Requests for time extensions to the Performance Period will be considered but will not be granted automatically and must be supported by adequate justification submitted to the Regional Office in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended Performance Period; and a description of performance measures necessary to complete the activity. Without justification, extensions requests will not be processed. Financial and progress reports must be current in order for a time extension to be considered.

RECOUPMENT OF FUNDS:

FEMA will recoup mitigation planning grant funds for grants that do not meet the deliverable criteria of an adopted, FEMA-approved mitigation plan by the end of the performance period.

RECOVERY OF FUNDS:

The Grantee will process the recovery of assistance paid to subgrantees processed through error, misrepresentation, or fraud or if funds are spent inappropriately. Recovered funds shall be submitted to FEMA as soon as the funds are collected, but no later than 90 days from the expiration date of the appropriate grant award agreement.

All fraud identifications will be reported to the FEMA Inspector General's office. The Grantee agrees to cooperate with investigation conducted by the FEMA Inspector General's office.

REFUND, REBATE, CREDITS:

The Grantee shall transfer to FEMA the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other amounts arising from the performance of this agreement, along with accrued interest, if any. The Grantee shall take necessary action to effect prompt collection of all monies due or which may become due and to cooperate with FEMA in any claim or suit in

connection with amounts due.

REPORTS:

Federal Financial Report (SF 425):

The Grantee shall submit the Federal Financial Report (FFR) to the FEMA Regional Office within 30 days of the first Federal quarter following the initial grant award. The Grantee shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw downs may be withheld if these reports are delinquent.

Performance Report:

The Grantee shall submit performance reports to the FEMA Regional Office within 30 days after end of each quarter. The report shall consist of a comparison of actual accomplishment to the approved activity objectives. The Regional Administrator may waive the initial report. The Grantee shall submit quarterly performance reports thereafter until the grant ends. Reports are due January 30, April 30, July 30, and October 30. Quarterly performance report shall report the name, completion status, expenditure, and payment-to-date of each approved activity/sub-grant award under the Grant Award.

Final Reports:

The Grantee shall submit a final FFR and Performance Report 90 days after the end date of the performance period.

TERMINATION:

The Grantee, subgrantee, or FEMA may terminate grant award agreements by giving written notice to the other party at least seven (7) calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail, return receipt requested. The Grantee's authority to incur new costs will be terminated upon the date of receipt of the notice or the date set forth in the notice. Any costs incurred up to the earlier of the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Close out of the grant award will be commenced and processed as prescribed under Article VII. 3.

ARTICLE VIII. GOVERNING PROVISIONS

The Grantee and any sub-grantees shall comply with all applicable laws and regulations. A non-exclusive list of laws and regulations commonly applicable to FEMA grants is attached hereto for reference only.

The Grantee and any subgrantees shall also be bound by the Program Guidance document. The following Office of Management and Budget circulars are also applicable to this grant:

OMB Circular A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments

OMB Circular A-87 Cost Principles for State and Local Governments

OMB Circular A-21 Cost Principles for Educational Institutions

OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments

OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations

Commonly Applicable Statutes and Regulations

Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities

Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or "the Act"), 42 USC 4104c, as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264

Title 44 of the Code of Federal Regulations (CFR)

44 CFR Part 79-Flood Mitigation Grants

44 CFR Part 80-Property Acquisition and Relocation for Open Space

44 CFR Part 9-Floodplain Management and Protection of Wetlands

44 CFR Part 10-Environmental Considerations

44 CFR Part 13-Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

31 CFR Part 205-Rules and Procedures for Funds Transfers

Required Budget Review - Special Condition

The recipient is only authorized to obligate/drawdown/expend up to \$13,000 for engineering and design. Once the design is completed, the village must submit a detailed cost estimate for the purchase and installation of the generator. The recipient is prohibited from obligating, expending or drawing down the remaining funds provided through this award until the required documents are approved by FEMA and this special condition is rescinded.

Record of Environmental Consideration

See 44 Code of Federal Regulation Part 10.

Project Name/Number: LPDM-PJ-05-IL-2010-002 / LaGrange Park Generator

Project Location: 447 North Catherine (41.823098, -87.873453)

Project Description:

The proposed project is to replace the current emergency generator at the LaGrange Park Village Hall Complex. The project includes an engineering study to determine what loads will need to be supported. After this engineering study is complete the specific generator will be chosen to match the size with the need. The generator will be purchased and installed and the grant will also pay for any of the related electrical work required to complete the installation process. Installation of generator will be permanently mounted on a 15 ft by 8 ft concrete pad. The unit will be located on the south side of the Village Hall building. It will be placed adjacent to the building between the building itself and the parking area.

Documentation Requirements

- No Documentation Required (**Review Concluded**)
- (**Short version**) All consultation and agreements implemented to comply with the National Historic Preservation Act, Endangered Species Act, and Executive Orders 11988, 11990 and 12898 are completed and no other laws apply. (**Review Concluded**)
- X (**Long version**) All applicable laws and executive orders were reviewed. Additional information for compliance is attached to this REC.

National Environmental Policy Act (NEPA) Determination

- Statutorily excluded from NEPA review. (**Review Concluded**)
- X Categorical Exclusion - Category (xvi)
 - No Extraordinary Circumstances exist.
Are project conditions required? Yes (see section V) No (**Review Concluded**)
 - Extraordinary Circumstances exist (See Section IV).
 - Extraordinary Circumstances mitigated. (See Section IV comments)
Are project conditions required? Yes (see section V) No (**Review Concluded**)
 - Environmental Assessment required. See FONSI for determination, conditions and approval.
- Environmental Assessment required. See FONSI for determination, conditions and approval.

Comments: "Improvements to existing facilities and the construction of small scale hazard mitigation measures in existing developed areas with substantially completed infrastructure, when the immediate project area has already been disturbed, and when those actions do not alter basic functions, do not exceed capacity of other system components, or modify intended land use; provided the operation of the completed project will not, of itself, have an adverse effect on the quality of the human environment"

Reviewer and Approvals

FEMA Environmental Reviewer.
Name: Duane Castaldi

Signature  Date 7/6/13

FEMA Regional Environmental Officer or delegated approving official.
Name: Nicholas Mueller, Regional Environmental Officer

Signature  Date 8-6-13

I. Compliance Review for Environmental Laws (other than NEPA)

A. National Historic Preservation Act

- Not type of activity with potential to affect historic properties. **(Review Concluded)**
- Applicable executed Programmatic Agreement. (insert date) Otherwise, conduct standard Section 106 review.
 - Activity meets Programmatic Allowance # _____
 - Are project conditions required? Yes (see section V) No **(Review Concluded)**

HISTORIC BUILDINGS AND STRUCTURES

- No historic properties 50 years or older in project area. **(Review Concluded)**
- Building or structure 50 years or older in project area and activity not exempt from review.
 - Determination of No Historic Properties Affected (FEMA finding/SHPO/THPO concurrence on file)
Are project conditions required? Yes (see section V) No **(Review Concluded)**
 - Determination of Historic Properties Affected (FEMA finding/SHPO/THPO concurrence on file)
 - Property a National Historic Landmark and National Park Service was provided early notification during the consultation process. If not, explain in comments
 - No Adverse Effect Determination (FEMA finding/SHPO/THPO concurrence on file).
Are project conditions required? Yes (see section V) No **(Review Concluded)**
 - Adverse Effect Determination (FEMA finding/SHPO/THPO concurrence on file)
 - Resolution of Adverse Effect completed. (MOA on file)
Are project conditions required Yes (see section V) No **(Review Concluded)**

ARCHEOLOGICAL RESOURCES

- Project affects only previously disturbed ground. **(Review Concluded)**
- Project affects undisturbed ground.
 - Project area has no potential for presence of archeological resources
 - Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence or consultation on file). **(Review Concluded)**
 - Project area has potential for presence of archeological resources
 - Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence on file)
Are project conditions required Yes (see section V) No **(Review Concluded)**
 - Determination of historic properties affected
 - NR eligible resources not present (FEMA finding/SHPO/THPO concurrence on file).
Are project conditions required Yes (see section V) No **(Review Concluded)**
 - NR eligible resources present in project area. (FEMA finding/ SHPO/THPO concurrence on file)
 - No Adverse Effect Determination. (FEMA finding/ SHPO/THPO concurrence on file)
Are project conditions required? Yes (see section V) No **(Review Concluded)**
 - Adverse Effect Determination. (FEMA finding/ SHPO/THPO concurrence on file)
 - Resolution of Adverse Effect completed. (MOA on file)
Are project conditions required? Yes (see section V) No **(Review Concluded)**

Comments: The Federal Emergency Management Agency (FEMA) has concluded and the State Historic Preservation Office (SHPO) has concurred that no archaeological or historic resources will be affected.
Correspondence/Consultation/References: The FEMA Determination Letter is dated August 6, 2013, and the SHPO consultation email is dated August 5, 2013.

B. Endangered Species Act

- No listed species and/or designated critical habitat present in the action area. **(Review Concluded)**
- Listed species and/or designated critical habitat present in the action area.
- No effect to species or designated critical habitat. (See comments for justification) **(Review Concluded)**
 - May affect, but not likely to adversely affect species or designated critical habitat (FEMA determination/USFWS/NMFS concurrence on file) **(Review Concluded)**
 - Likely to adversely affect species or designated critical habitat
 - Formal consultation concluded. (Biological Assessment and Biological Opinion on file)
- Are project conditions required? YES (see section V) NO **(Review Concluded)**

Comments: The USFWS TEC species list for Cook County includes the Piping plover (endangered), Eastern massasauga (candidate), Hine's merald dragonfly (endangered), Eastern prairie fringed orchid (threatened), Leafy-prairie clover (endangered), Mead's milkweed (threatened), Prairie bush clover (threatened). However, due to the project location adverse impacts are not anticipated.
Correspondence/Consultation/References: Threatened and Endangered Species list from the USFWS website.

C. Coastal Barrier Resources Act

- Project is not located in Coastal Barriers Resource System or Otherwise Protected Area.
- Project does not affect a coastal barrier within the COBRA System (regardless of in or out) **(Review Concluded)**
- Project is located in a coastal barrier system and/or affects a coastal barrier. (FEMA determination/USFWS consultation on file)
- Proposed action an exception under Section 3505.a.6? **(Review Concluded)**
 - Proposed action not excepted under Section 3505.a.6.
- Are project conditions required? YES (see section V) NO **(Review Concluded)**

Comments: The project is not located in a Coastal Barriers Resource System or Otherwise Protected Area.
Correspondence/Consultation/References: n/a

D. Clean Water Act

- Project site located outside of and would not affect any waters of the U.S. **(Review Concluded)**
- Project site located in or would affect waters, including wetlands, of the U.S.
- Project exempted as in kind replacement or other exemption. **(Review Concluded)**
 - Project requires Section 404/401/10 permit, including qualification under Nationwide Permits.
- Are project conditions required? YES (see section V) NO **(Review Concluded)**

Comments: The project will not involve dredging or disposal of dredged material, excavation, filling, or other modifications to waters of the United States.
Correspondence/Consultation/References: n/a

E. Coastal Zone Management Act

- Project does not affect a coastal zone area (regardless of in or out)- **(Review concluded)**
- Project is not located in a coastal zone area - **(Review concluded)**
- Project is located in a coastal zone area and/or affects the coastal zone
- State administering agency does not require consistency review. **(Review Concluded)**.
 - State administering agency requires consistency review.
- Are project conditions required? YES (see section V) NO **(Review Concluded)**

Comments: The project is not located in a coastal zone.
Correspondence/Consultation/References: n/a

F. Fish and Wildlife Coordination Act

- Project is not located in or affects a waterway/body of water. **(Review Concluded)**
- Project affects, controls or modifies a waterway/body of water.
- Coordination with USFWS conducted
 - No Recommendations offered by USFWS. **(Review Concluded)**
 - Recommendations provided by USFWS.
- Are project conditions required? YES (see section V) NO **(Review Concluded)**

Comments: n/a
Correspondence/Consultation/References: n/a

G. Clean Air Act

- Project will not result in permanent air emissions. (Review Concluded)
- Project is located in an attainment area. (Review Concluded)
- Project is located in a non-attainment area.
 - Coordination required with applicable state administering agency..
Are project conditions required? YES (see section V) NO (Review Concluded)

Comments: This project may result in temporary air emissions as a result of construction activities, such as dust and machine exhaust; however, there will be no long-term impacts.

Correspondence/Consultation/References: n/a

H. Farmlands Protection Policy Act

- Project does not affect prime or unique farmland. (Review Concluded)
- Project causes unnecessary or irreversible conversion of prime or unique farmland.
 - Coordination with Natural Resource Conservation Commission required.
 - Farmland Conversion Impact Rating, Form AD-1006, completed.
Are project conditions required? YES (see section V) NO (Review Concluded)

Comments: This project will have no impact to prime or unique farmland because it does not involve taking or converting of any farmland.

Correspondence/Consultation/References: n/a

I. Migratory Bird Treaty Act

- Project not located within a flyway zone. (Review Concluded)
- Project located within a flyway zone.
 - Project does not have potential to take migratory birds. (Review Concluded)
 - Project has potential to take migratory birds.
 - Contact made with USFWS
Are project conditions required? YES (see section V) NO (Review Concluded)

Comments: No migratory birds or habitat will be affected by this project.

Correspondence/Consultations/References: n/a

J. Magnuson-Stevens Fishery Conservation and Management Act

- Project not located in or near Essential Fish Habitat. (Review Concluded)
- Project located in or near Essential Fish Habitat.
 - Project does not adversely affect Essential Fish Habitat. (Review Concluded)
 - Project adversely affects Essential Fish Habitat (FEMA determination/USFWS/NMFS concurrence on file)
 - NOAA Fisheries provided no recommendation(s) (Review Concluded).
 - NOAA Fisheries provided recommendation(s)
 - Written reply to NOAA Fisheries recommendations completed.
Are project conditions required? YES (see section V) NO (Review Concluded)

Comments: Project is not located in or near Essential Fish Habitat.

Correspondence/Consultation References: n/a

K. Wild and Scenic Rivers Act

- Project is not along and does not affect Wild or Scenic River - (Review Concluded)
- Project is along or affects Wild or Scenic River
 - Project adversely affects WSR as determined by NPS/USFS. FEMA cannot fund the action. (NPS/USFS/USFWS/BLM consultation on file)
 - Project does not adversely affect WSR. (NPS/USFS/USFWS/BLM consultation on file)
Are project conditions required? YES (see section V) NO (Review Concluded)

Comments:

L. Other Relevant Laws and Environmental Regulations

Identify relevant law or regulations, resolution and any consultation/references: None identified.

II. Compliance Review for Executive Orders

A. E.O. 11988 - Floodplains

- Outside Floodplain and No Effect on Floodplains/Flood levels - (Review Concluded)
- Located in Floodplain or Effects on Floodplains/Flood levels
- No adverse effect on floodplain or can be adversely affected by the floodplain. (Review Concluded),
 - Beneficial Effect on Floodplain Occupancy/Values (Review Concluded),
 - Possible adverse effects associated with investment in floodplain, occupancy or modification of floodplain environment
 - 8 Step Process Complete - documentation on file
- Are project conditions required? YES (see section V) NO (Review Concluded)

Comments: Cook County FIRM No. 17031C0478J dated August 19, 2008.

Correspondence/Consultation/References: FEMA Map Service Center.

B. E.O. 11990 - Wetlands

- Outside Wetland and No Effect on Wetland(s) - (Review Concluded)
- Located in Wetland or effects Wetland(s)
- Beneficial Effect on Wetland - (Review Concluded)
 - Possible adverse effect associated with constructing in or near wetland
 - Review completed as part of floodplain review
 - 8 Step Process Complete - documentation on file
- Are project conditions required? YES (see section V) NO (Review Concluded)

Comments: The project site is located outside of any mapped wetlands according to the NWI Wetland Mapper

Correspondence/Consultation/References: NWI Wetland Mapper located online at USFWS website

C. E.O. 12898 - Environmental Justice for Low Income and Minority Populations

- No Low income or minority population in, near or affected by the project - (Review Concluded)
- Low income or minority population in or near project area
- No disproportionately high and adverse impact on low income or minority population- (Review Concluded)
 - Disproportionately high or adverse effects on low income or minority population
- Are project conditions required? YES (see section V) NO (Review Concluded)

Comments: The project provides a benefit to all populations in the vicinity.

Correspondence/Consultation/References: n/a

III. Other Environmental Issues

Identify other potential environmental concerns in the comment box not clearly falling under a law or executive order (see environmental concerns scoping checklist for guidance).

Comments: None identified.

Correspondence/Consultation/References: None identified.

IV. Extraordinary Circumstances

Based on the review of compliance with other environmental laws and Executive Orders, and in consideration of other environmental factors, review the project for extraordinary circumstances.

* A "Yes" under any circumstance may require an Environmental Assessment (EA) with the exception of (ii) which should be applied in conjunction with controversy on an environmental issue. If the circumstance can be mitigated, please explain in comments. If no, leave blank.

Yes

- (i) Greater scope or size than normally experienced for a particular category of action
- (ii) Actions with a high level of public controversy
- (iii) Potential for degradation, even though slight, of already existing poor environmental conditions;
- (iv) Employment of unproven technology with potential adverse effects or actions involving unique or unknown environmental risks;
- (v) Presence of endangered or threatened species or their critical habitat, or archaeological, cultural, historical or other protected resources;
- (vi) Presence of hazardous or toxic substances at levels which exceed Federal, state or local regulations or standards requiring action or attention;
- (vii) Actions with the potential to affect special status areas adversely or other critical resources such as wetlands, coastal zones, wildlife refuge and wilderness areas, wild and scenic rivers, sole or principal drinking water aquifers;
- (viii) Potential for adverse effects on health or safety; and
- (ix) Potential to violate a federal, state, local or tribal law or requirement imposed for the protection of the environment.
- (x) Potential for significant cumulative impact when the proposed action is combined with other past, present and reasonably foreseeable future actions, even though the impacts of the proposed action may not be significant by themselves.

Comments: None identified.

V. Environmental Review Project Conditions

General comments:

1. If ground-disturbing activities occur during implementation, the applicant will monitor excavation activity, and if any artifacts or human remains are found during excavation process all work is to cease and the applicant will notify FEMA, Grantee, and SHPO.
2. The applicant must follow all applicable local, state, and federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If there is an unusual material encountered or there is an extraordinary amount of lead, asbestos, or other routinely encountered material, the applicant must also contact the relevant agency with authority for regulation of the material.
3. If deviations from the proposed scope of work result in substantial design changes, the need for additional ground disturbance, additional removal of vegetation, change in the proposed location of the generator, or in any other unanticipated changes to the physical environment, the Grantee must contact FEMA, and a re-evaluation under NEPA and other applicable environmental laws will be conducted by FEMA.
4. Substantial modifications to the interior or exterior of the Village Hall were not reviewed for environmental and historic preservation compliance. Any substantial modification must be resubmitted for full environmental and historic preservation review. Substantial modification includes any demolition, cuts/penetrations into historic fabric, and/or remodeling of existing spaces.

Project Conditions:

Monitoring Requirements:

ENVIRONMENTAL CLOSEOUT DECLARATION

It is the Federal Emergency Management Agency's (FEMA) responsibility to comply and verify that environmental laws and executive orders are met prior to approval of FEMA-funded grants. In order to comply with this responsibility it is necessary to ensure that the requirements of the environmental documents have been met prior to grant closeout.

The applicant or applicant's agent must verify the conditions stated in the Record of Environmental Consideration, FONSI or Environmental Assessment, or any other environmental approval documentation are met. They must submit all copies of permits or other required documentation to the State, which are available if requested by FEMA at time of closeout.

Funding will be jeopardized if the environmental conditions contained in the project approval documents are not followed and required permits are not obtained.

Project Conditions:

1. If ground-disturbing activities occur during implementation, the applicant will monitor excavation activity, and if any artifacts or human remains are found during excavation process all work is to cease and the applicant will notify FEMA, Grantee, and SHPO.
2. The applicant must follow all applicable local, state, and federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If there is an unusual material encountered or there is an extraordinary amount of lead, asbestos, or other routinely encountered material, the applicant must also contact the relevant agency with authority for regulation of the material.
3. If deviations from the proposed scope of work result in substantial design changes, the need for additional ground disturbance, additional removal of vegetation, change in the proposed location of the generator, or in any other unanticipated changes to the physical environment, the Grantee must contact FEMA, and a re-evaluation under NEPA and other applicable environmental laws will be conducted by FEMA.
4. Substantial modifications to the interior or exterior of the Village Hall were not reviewed for environmental and historic preservation compliance. Any substantial modification must be resubmitted for full environmental and historic preservation review. Substantial modification includes any demolition, cuts/penetrations into historic fabric, and/or remodeling of existing spaces.

This is to be completed and signed after project completion and submitted as part of the grant closeout documentation.

Program Grant Legislative PreDisaster Mitigation
Project Number LPDM-PJ-05-IL-2010-002
Project Title Village of LaGrange Park Generator Project

I attest that all conditions listed in the environmental documentation were followed and the appropriate permit and supporting documents are attached. I further attest that none of the issues listed under the Project Conditions section of the Record of Environmental Consideration, FONSI or Environmental Assessment were encountered that would have required further environmental coordination with FEMA.

Signature of Applicant or Applicant's Agent

Date

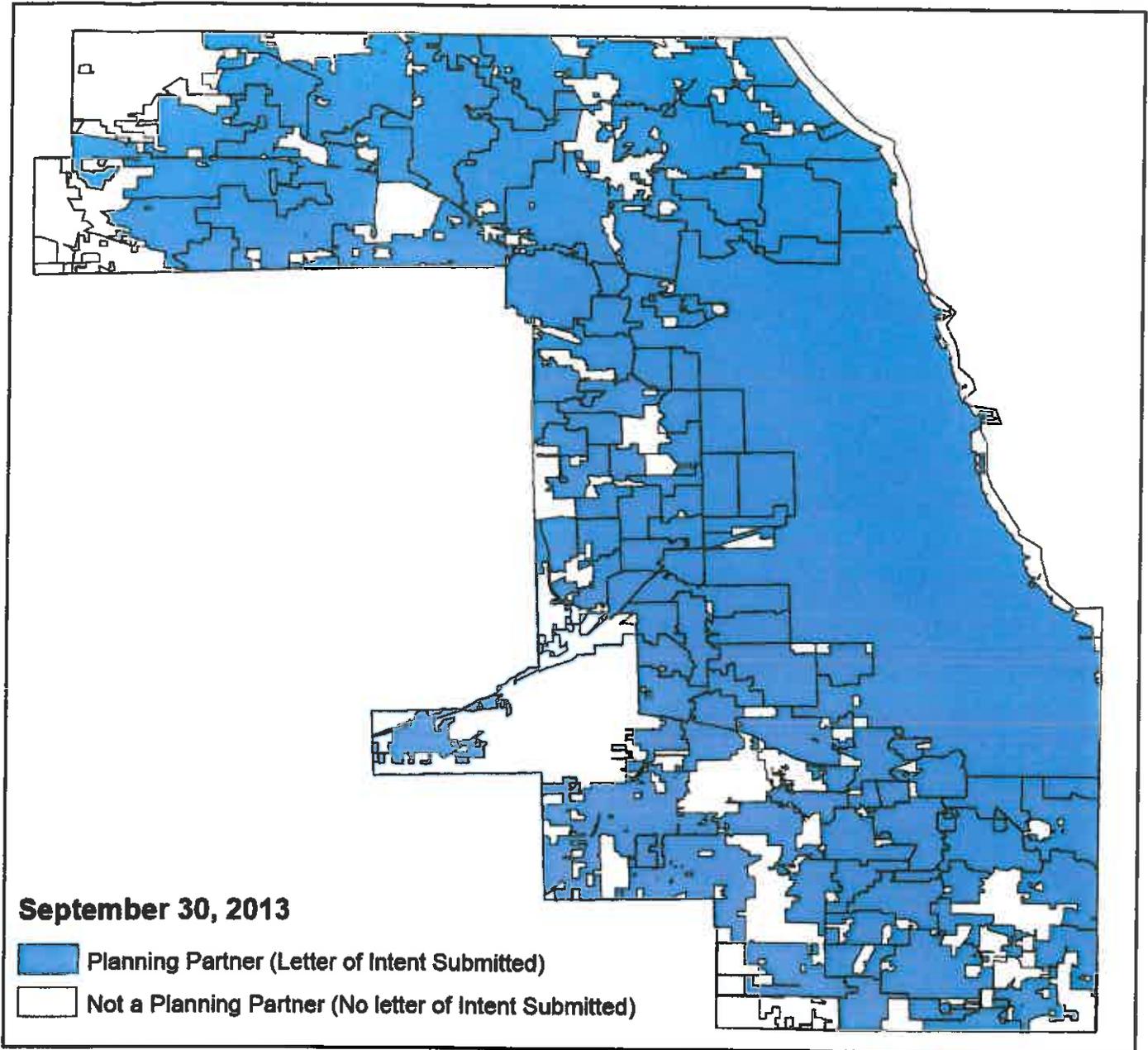
Signature of State Program Manager

Date

Signature of Regional Environmental Officer
FEMA-Region V

Date

Cook County Hazard Mitigation Plan Planning Partners



Planning Partners

Alsip	Chicago	Franklin Park	Justice	Norridge	Phoenix	South Holland
Arlington Heights	Chicago Heights	Glencoe	Kenilworth	North Riverside	Posen	Steger
Barrington	Chicago Ridge	Glenview	LaGrange	Northbrook	Prospect Heights	Stickney
Bedford Park	Cicero	Glenwood	LaGrange Park	Northfield	River Forest	Stone Park
Bellwood	Country Club Hills	Golf	Lansing	Northlake	River Grove	Streamwood
Berkeley	Countryside	Hanover Park	Lemont	Oak Forest	Riverdale	Summit
Berwyn	Des Plaines	Harvey	Lincolnwood	Oak Lawn	Riverside	Thornton
Blue Island	Dixmoor	Harwood Heights	Lynwood	Oak Park	Robbins	Tinley Park
Bridgeview	Dolton	Hazel Crest	Markham	Olympia Fields	Rolling Meadows	University Park
Broadview	East Hazel Crest	Hickory Hills	Matteson	Orland Hills	Roselle	Westchester
Brookfield	Elk Grove Village	Hillside	McCook	Orland Park	Rosemont	Western Springs
Buffalo Grove	Elmwood Park	Hinsdale	Melrose Park	Palatine	Sauk Village	Wheeling
Burbank	Evanston	Hodgkins	Merrionette Park	Palos Heights	Schaumburg	Willow Springs
Burnham	Evergreen Park	Hoffman Estates	Midlothian	Palos Hills	Schiller Park	Wilmette
Calumet City	Flossmoor	Homewood	Morton Grove	Palos Park	Skokie	Winnetka
Calumet Park	Forest Park	Indian Head Park	Mount Prospect	Park Forest	South Barrington	Worth
	Forest View	Inverness	Niles	Park Ridge	South Chicago Hts.	



Cook County Multi-Jurisdictional All Hazards Mitigation Plan Information Bulletin #3 The Planning Partnership

Who is Participating in the Hazard Mitigation Plan?

Cook County Department of Homeland Security and Emergency Management (DHSEM) is leading the effort to develop a Multi-Jurisdictional All Hazards Mitigation Plan (HMP) for Cook County, the planning area. The DHSEM has selected a contractor, Tetra Tech, Inc., to assist with the development of the HMP. Staff from the County and Tetra Tech, Inc. form the Planning Team that is coordinating the planning process and assisting with overall project administration.

A Steering Committee has been formed as a leadership group to provide guidance and direction to the planning process. It consists of over 25 diverse stakeholder organizations throughout the planning area. The Steering Committee will meet regularly to oversee the planning process and will act as the point of contact for all planning partners and the various interest groups in the planning area. The Steering Committee's goal is to ensure that the resulting document will be embraced both politically and by the constituency within the planning area.

Who are the "Planning Partners"? What are They Doing?

DHSEM has invited every municipality wholly or partially within Cook County to participate in the development of the HMP. Most of them — over 110 — have signed Letters of Intent (LOI) indicating their commitment to the process. These municipalities constitute the "Planning Partners".

Creating an effective Multi-Jurisdictional All Hazards Mitigation Plan requires engaged participation from all Planning Partners. There are several things each Planning Partner must do to fulfill their commitment to this process: provide information and data to the Steering Committee as requested, rank their potential risk to specified hazards, assess their capabilities, complete a Jurisdictional Annex and identify and prioritize an action plan. Planning Partners are also expected to stay informed of the planning process and to attend several meetings.

Upon successful completion of their Jurisdictional Annex and adoption of the full HMP, each Planning Partner will be eligible for pre-disaster mitigation grant funding from FEMA.

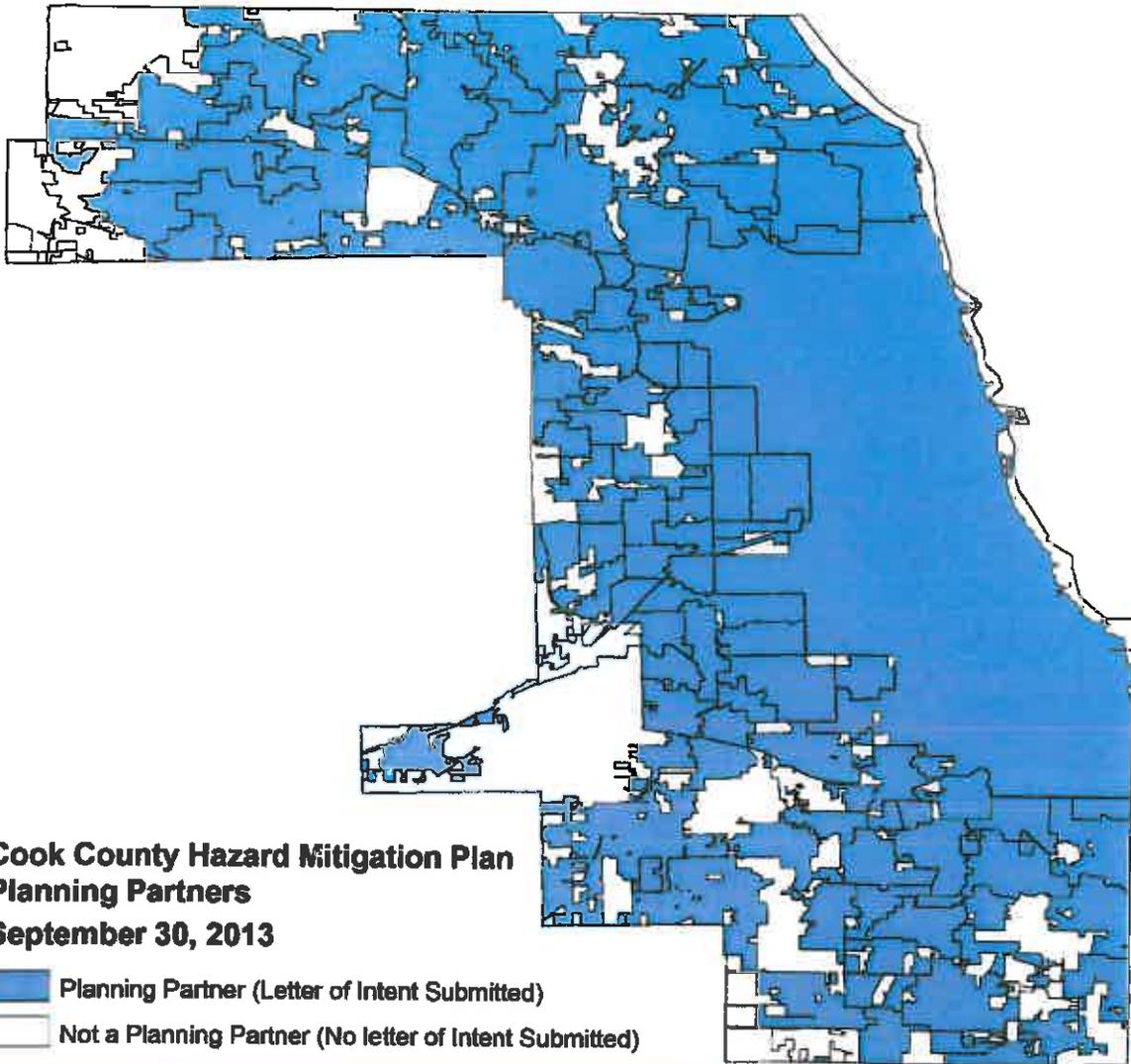
Who is a "Stakeholder"? How are They Involved?

"Stakeholder" is a general term that refers to anyone who lives in or does business in Cook County, including interest groups, organizations, businesses, schools, and private citizens. Every stakeholder has the opportunity to participate in this planning process by attending meetings, completing the public information survey and providing comments. To keep informed of the planning process and to find out when and where the meetings are, visit the HMP website frequently.

A Hazard Mitigation Plan (HMP) is a living document that communities use to reduce their vulnerability to natural hazards. HMPs form the foundation for a community's long-term strategy to reduce disaster losses and break the cycle of disaster damage, reconstruction, and repeated damage. They create a framework for risk-based decision making to reduce damages to lives, property, and the economy from future disasters.

Communities must have an approved and adopted HMP to receive pre-disaster mitigation grant funding. Grant funding is available for projects to mitigate risk to both public and private property. For example, projects such as home elevations and local flood mitigation projects are eligible for funding. Ultimately, these actions reduce vulnerability, and communities are able to recover more quickly from disasters.

Below is a map of all of the municipalities in Cook County. The Planning Partners—those municipalities that have submitted a Letter of Intent—are highlighted in blue.



For more information visit our website:
www.cookcountyhomelandsecurity.org/hazard-mitigation-plan

For more information about this process and the plan, please contact:

- ◆ Rob Flaner, Tetra Tech HMP Lead, (208) 939-4391 or rob.flaner@tetrattech.com
- ◆ Sandy Anagnostopoulos, Tetra Tech Planner, (312) 201-7759 or sandy.anagnostopoulos@tetrattech.com
- ◆ Gene Ryan, Cook County DHSEM, (312) 603-8547 or gene.ryan@cookcountyil.gov
- ◆ Dana Curtiss, Cook County DHSEM, (312) 603-8191 or dana.curtiss@cookcountyil.gov
- ◆ Susie Park, Cook County DHSEM, (312) 603-8177 or Susie.park@cookcountyil.gov



Cook County Multi-Jurisdictional All Hazards Mitigation Plan Information Bulletin #1 The Hazard Mitigation Plan

What is a Hazard Mitigation Plan?

A hazard mitigation plan (HMP) is “the representation of the jurisdiction’s commitment to reduce risks from natural hazards, serving as a guide for decision makers as they commit resources to reducing the effects of natural hazards.” (44 CFR 201.6) HMPs establish and maintain eligibility for grant funds. The planning process is as important as the plan itself because it creates a framework for governments to reduce the negative impacts from future disasters on lives, property, and the economy. Hazard mitigation planning can significantly reduce the physical, financial, and emotional losses caused by disasters.

Disaster Mitigation Act of 2000 is federal legislation that establishes a pre-disaster hazard mitigation program and new requirements for the national post-disaster Hazard Mitigation Grant Program (HMGP). It encourages and rewards state and local pre-disaster planning and promotes sustainability. Completion of an HMP will result in more effective risk reduction projects and in a faster and more efficient allocation of funding.

What are the benefits of participating in the Multi-Jurisdictional Hazard Mitigation Plan?

There are numerous benefits to local jurisdictions of participating in the multi-jurisdictional HMP including:

- ◆ The multi-jurisdictional planning effort identifies and creates partnerships that enhance grant funding opportunities.
- ◆ Multi-jurisdictional plans enable comprehensive approaches to mitigation of hazards that affect several jurisdictions in a specific geographic area.
- ◆ It enables partners within the planning area to pool resources and reduce their level of effort while avoiding duplication of effort.
- ◆ Furthermore, FEMA prefers multi-jurisdictional planning efforts.

What is required in a Hazard Mitigation Plan?

FEMA regulations require that the public must be engaged in all phases of the plan’s development. The HMP should review and incorporate existing plans and programs that can support or enhance hazard mitigation. The plan must assess the risk to natural hazards that may impact the planning area and identify and prioritize mitigation actions that can be taken. The HMP must also include a strategy for maintaining the plan, which must be updated every 5 years.

Cook County, Department of Homeland Security and Emergency Management (DHSEM), has contracted with Tetra Tech to facilitate the planning process and draft the Cook County Multi-Jurisdictional All Hazards Mitigation Plan. Tetra Tech will follow a seven phase planning process:

- ◆ Organize resources
- ◆ Conduct risk assessment
- ◆ Develop public involvement strategy
- ◆ Set goals, objectives and actions
- ◆ Implement plan maintenance strategy
- ◆ Write the plan
- ◆ Facilitate plan review/adoption

This process is modeled after FEMA’s Community Rating System’s planning process. The final HMP will consist of two volumes: one covering the whole planning area and the other with jurisdictional-specific annexes that address the specific mitigation actions of the jurisdictions. Tetra Tech has developed templates to assist in the drafting of a multi-jurisdictional HMP. The Cook County Multi-Jurisdictional All Hazards Mitigation Plan must be completed by June 30, 2014.

The information herein further describes efforts and roles of your organization in ensuring the project’s success.

What is the schedule?

Task Name	2013						2014					
	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	Jun
Step 1: Steering Committee Support	←-----→											
Step 2: Public and Stakeholder Outreach	←-----→											
Public Questionnaire/Survey			←-----→									
Public Outreach Meetings							←-----→					
Step 3: THIRA and HMP Risk Assessment	←-----→											
Data Collection	←-----→											
Deliver Risk Assessment Report						◆						
Step 4: Develop Mitigation Strategy and Plan	←-----→											
Maintenance	←-----→											
SWOD												
Jurisdictional Annex Workshops												
BCA Training												
Step 5: Develop Draft Plan	←-----→											
Deliver Draft Plan to Steering Committee									◆			
Step 6: Develop Final Plan	←-----→											
Final Draft Submission to IEMA/FEMA										◆		
Plan Adoption												

What is required of each planning partner?

- ◆ Sign a Letter of Intent to participate and identify a point of contact
- ◆ Support the Steering Committee
- ◆ Provide information/data (and/or access to information) requested
- ◆ Attend and actively participate in meetings/workshops to which you are invited
- ◆ Rank the potential risks
- ◆ Perform a capability assessment
- ◆ Complete the Jurisdictional Annex template
- ◆ Identify and prioritize jurisdiction-specific actions
- ◆ Adopt the Plan
- ◆ The anticipated level of effort for planning partners (not on the Steering Committee) is between 24-48 hours, depending upon the jurisdiction's size.

For more information visit our website:
www.cookcountyhomelandsecurity.org/hazard-mitigation-plan

For more information about this process and the plan, please contact:

- ◆ Rob Flaner, Tetra Tech HMP Lead, (208) 939-4391 or rob.flaner@tetrattech.com
- ◆ Sandy Anagnostopoulos, Tetra Tech Planner, (312) 201-7759 or sandy.anagnostopoulos@tetrattech.com
- ◆ Gene Ryan, Cook County DHSEM, (312) 603-8547 or gene.ryan@cookcountyil.gov
- ◆ Dana Curtiss, Cook County DHSEM, (312) 603-8191 or dana.curtiss@cookcountyil.gov
- ◆ Susie Park, Cook County DHSEM, (312) 603-8177 or Susie.park@cookcountyil.gov

Village Board Agenda Memo

Date: 10/24/13
To: President and Board of Trustees
From: Brendan McLaughlin, Public Works Director *BJM*
Julia Cedillo, Village Manager *JAC*
RE: 2013 Construction Projects – Amendments to Edwin Hancock Engineering Agreements

PURPOSE: Adoption of Amendments to the Edwin Hancock Engineering Agreements for (1) 2013 Sewer Lining Project and (2) Beach Resurfacing Project.

GENERAL BACKGROUND: At the Board meeting on May 28, 2013, the Board adopted Engineering Agreements between with the Village and Edwin Hancock Engineers for (1) 2013 Sewer Lining Project and (2) Beach Resurfacing Project.

As a result of additional work added to the original Contractor’s contracts, it was necessary to prepare Amendments to both original engineering agreements. These Amendments reflect a discount by Edwin Hancock Engineers on the design engineering portion of the fee, due to the fact that they did not have to prepare additional specifications and bidding documents, since the work was added to the original contracts with those contractors involved.

The Amendments reflect the new total fee for design engineering and construction engineering. A summary of the costs is as follows:

2013 Sewer Lining

	<u>Original Contract</u>	<u>Amended Contract</u>	<u>Increase Amount</u>
Design Engineering	\$13,500	\$15,500	\$2,000
Construction Engineering	\$20,250	\$24,750	\$4,500

Beach Avenue Resurfacing

	<u>Original Contract</u>	<u>Amended Contract</u>	<u>Increase Amount</u>
Design Engineering	\$26,700	\$34,200	\$7,500
Construction Engineering	\$36,250	\$51,250	\$15,000

These projects are budgeted for in their respective funds.

MOTION/ACTION REQUESTED:

Motion authorizing the Village President to execute two Amendments to the Professional Engineering Services Agreement for (1) 2013 Sewer Lining Project and (2) Beach Resurfacing Project.

STAFF RECOMMENDATION:

Staff recommends approval of these documents.

DOCUMENTATION:

- Amendment No. 1 to the Agreement between the Village of La Grange Park and Edwin Hancock Engineering Co. for the Furnishing of Professional Services for 2013 Sewer Lining Project
- Amendment No. 1 to the Agreement between the Village of La Grange Park and Edwin Hancock Engineering Co. for the Furnishing of Professional Services for Beach Avenue Resurfacing Project

AMENDMENT NO. 1 TO THE
AGREEMENT
between
THE VILLAGE OF LA GRANGE PARK
and
EDWIN HANCOCK ENGINEERING CO.
for the
FURNISHING OF PROFESSIONAL SERVICES
for

2013 SEWER LINING PROJECT

This Amendment No. 1 is to the AGREEMENT executed May 30, 2013. The amended terms result from a change to the original scope of the improvement by the addition of lining 217' of 15" sewer and 1,093' of 12' sewer in the 1400 and 1500 blocks on Blanchan Avenue.

Section B.1.a is to be removed in its entirety and replaced with the following:

To pay the Engineer as compensation for all Preliminary Engineering services performed as stipulated in above Section A.1 a sum of money not to exceed Fifteen Thousand Five Hundred and no/100 Dollars **(\$15,500.00)**, unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT.

Section B.1.b is to be removed in its entirety and replaced with the following:

To pay the Engineer as compensation for all Construction Engineering services performed as stipulated in above Section A.2 a sum of money not to exceed Twenty Four Thousand Seven Hundred Fifty and no/100 Dollars **(\$24,750.00)**, unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT,

IN WITNESS WHEREOF, the parties have caused this AMENDMENT NO. 1 to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this

_____ day of _____, 2013.

VILLAGE OF LA GRANGE PARK
447 Catherine Avenue
La Grange Park, Illinois 60526

By: _____

Dr. James L Discipio, Village President

ATTEST:

By: _____

Amanda G. Seidel, Village Clerk

Executed by the ENGINEER, this

_____ day of _____, 2013.

EDWIN HANCOCK ENGINEERING CO.
9933 ROOSEVELT ROAD
WESTCHESTER, ILLINOIS 60154

By: _____

Derek Treichel, P.E., President

ATTEST:

By: _____

Paul E Flood, Senior Vice President

(Seal)

AMENDMENT NO. 1 TO THE
AGREEMENT
between
THE VILLAGE OF LA GRANGE PARK
and
EDWIN HANCOCK ENGINEERING CO.
for the
FURNISHING OF PROFESSIONAL SERVICES
for
BEACH AVENUE RESURFACING PROJECT

This Amendment No. 1 is to the AGREEMENT executed May 30, 2013. The amended terms result from a change to the original scope of the improvement by the addition of resurfacing of Newberry Avenue from 31st Street to 30th Street.

Section B.1.a is to be removed in its entirety and replaced with the following:

To pay the Engineer as compensation for all Preliminary Engineering services performed as stipulated in above Section A.1 a sum of money not to exceed Thirty Four Thousand Two Hundred and no/100 Dollars **(\$34,200.00)**, unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT.

Section B.1.b is to be removed in its entirety and replaced with the following:

To pay the Engineer as compensation for all Construction Engineering services performed as stipulated in above Section A.2 a sum of money not to exceed Fifty One Thousand Two Hundred Fifty and no/100 Dollars **(\$51,250.00)**, unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT; and shall be documented by a change order or amendment to this AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this AMENDMENT NO. 1 to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this

_____ day of _____, 2013.

VILLAGE OF LA GRANGE PARK
447 Catherine Avenue
La Grange Park, Illinois 60526

By: _____
Dr. James L Discipio, Village President

ATTEST:

By: _____
Amanda G. Seidel, Village Clerk

Executed by the ENGINEER, this

_____ day of _____, 2013.

EDWIN HANCOCK ENGINEERING CO.
9933 ROOSEVELT ROAD
WESTCHESTER, ILLINOIS 60154

By: _____
Derek Treichel, P.E., President

ATTEST:

By: _____
Paul E Flood, Senior Vice President

(Seal)

Village Board Agenda Memo

Date: 10/24/13

To: President and Board of Trustees

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

BSM

JC

RE: **Newberry/Oak/ Kemman Water & Sewer Main Relocation Project**
Payment of OTM Water Services Invoice

PURPOSE: Authorization for the payment of the invoices from OTM Water Services for valve work completed during the Newberry/Oak/Kemman water and sewer main relocation project.

GENERAL BACKGROUND:

Prior to the start of the water and sewer main relocation project at Newberry/Oak/Kemman, Village Public Works employees exercised the water main valves which were going to be needed. At that time, all valves performed to a satisfactory level, however once the project began the contractor was not able to achieve a full water shut-down.

It was necessary to call in the Village's contractor who performs valve exercising and repair, to perform rebuilds/repairs to 6 valves. Because the design of these water valves has changed since they were installed in the 1920's, and parts are no longer available, OTM had to rebuild several valves with parts they fabricate. The rebuilding of these valves, versus the installation of new water valves saved the Village thousands of dollars.

MOTION/ACTION REQUESTED:

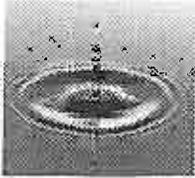
Motion authorizing the payment of \$10,150 to OTM Water Services for Invoices 1088 and 1089 dated October 18, 2013.

STAFF RECOMMENDATION:

Staff recommends approval of this payment.

DOCUMENTATION:

- OTM Water Services Invoice 1088 dated October 18, 2013
- OTM Water Services Invoice 1089 dated October 18, 2013



OTM Water Services

4726 W 88th St
Hometown, IL 60456
Ph 708.257.2783

Invoice No.

1088

INVOICE

Customer

Name LAGRANGE PARK
Address _____
City _____ State _____ ZIP _____
Phone _____

Date 10/18/2013
Order No. _____
Rep _____
FOB _____

Qty	Description	Unit Price	TOTAL
	** Newberry/Oak Kemman/Oak Project **		
3	Staging, working and testing water valves in the area of Oak and Newberry. 3 Hours	\$200.00	\$600.00
1	CIVB - Sheet 2 #96. Valve taken apart, cleaned and repaired. 6" P/E at Oak/Newberry. *New stem inserted	\$1,200.00	\$1,200.00
1	CIVB - Sheet 2 #101. Valve taken apart, cleaned and repaired. 6" P/E at Oak/Newberry. *New stem inserted	\$1,200.00	\$1,200.00
1	CIVB - Sheet 2 #102. Valve taken apart, cleaned and repaired. 6" P/E at Oak/Newberry.	\$1,200.00	\$1,200.00
1	CXT - Sheet 2 #100. Top all new nuts, bolts, packing and gasket. 6" P/E S/E corner Oak/Newberry	\$350.00	\$350.00
2	Refurbishing and swapping parts. 2 Hours	\$200.00	\$400.00

Payment Details

Cash
 Check
 Credit Card

Name _____
 CC # _____
 Expires _____

SubTotal	\$4,950.00
Shipping & Handling	\$0.00
Taxes	State _____
TOTAL	\$4,950.00

Office Use Only

ON THE MARK WATER SERVICES

Thank You

On The Mark Water Services, Inc.
 4726 W. 88th St.
 Hometown, IL 60456
 (708) 257-2783

INVOICE

1088

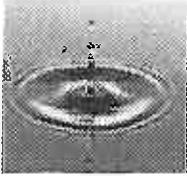
ORDER NO.	INVOICE DATE		
	10/18/13		
DATE SHIPPED	SHIPPED VIA		
NO. PCS.	WT.	FOB	TERMS

SOLD TO

SHIPPED TO

LAKELAND PARK

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3	HRS	NEWBERKLY/OAK KEMMAN/OAK PROJECT STAGING/WORKING/TESTING SHUT DOWN		
1	CIVB	SHEET 2 #96. VALVE TAKEN APART CLEANED AND REPAIRED 6" P/E OAK/N.B. *NEW STEM INSERTED		
1	CIVB	SHEET 2 #101. VALVE TAKEN APART CLEANED AND REPAIRED 6" P/E OAK/N.B. *NEW STEM INSERTED		
1	CIVB	SHEET 2 #102. VALVE TAKEN APART CLEANED AND REPAIRED 2" P/E OAK/N.B.		
1	CXT	SHEET 2 #100. TOP ALL NEW NUTS, BOLTS, PACKING AND GASKET. 6" P/E STE CORNER OAK/N.B.		
2	HRS	REFURBISHING AND SWAPPING PARTS		



OTM Water Services

4726 W 88th St
Hometown, IL 60456
Ph 708.257.2783

Invoice No.

1089

INVOICE

Customer

Name LAGRANGE PARK
Address _____
City _____ State _____ ZIP _____
Phone _____

Date 10/18/2013
Order No. _____
Rep _____
FOB _____

Qty	Description	Unit Price	TOTAL
1	** Newberry/Oak Kemman/Oak Project ** CIVB - Sheet 4 #106. Valve taken apart, cleaned and repaired. 6" P/E Harding and Newberry.	\$1,200.00	\$1,200.00
1	CIVB - Sheet 2 #98. Valve taken apart, cleaned and repaired. 6" P/E Oak and Newberry.	\$1,200.00	\$1,200.00
1	CIVB - Sheet 2 #106. Valve taken apart, cleaned and repaired. 10" P/E Oak and Kemman.	\$1,400.00	\$1,400.00
1	CIVB - Sheet 2 #106. Valve taken apart, cleaned and repaired. 10" P/E Oak and Kemman. Replaced stem and gates.	\$1,400.00	\$1,400.00

Payment Details

- Cash
- Check
- Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$5,200.00
Shipping & Handling	\$0.00
Taxes State	
TOTAL	\$5,200.00

Office Use Only

ON THE MARK WATER SERVICES

Thank You

On The Mark Water Services, Inc.
 4726 W. 88th St.
 Hometown, IL 60456
 (708) 257-2783

INVOICE

1089

ORDER NO.	INVOICE DATE		
	10/18/13		
DATE SHIPPED	SHIPPED VIA		
NO. PCS.	WT.	FOB	TERMS

SOLD TO

SHIPPED TO

LAGRANGE PARK

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		NEWBERRY/OAK KEMMAN/OAK PROJECT		
1	CIVB	SHEET 4 #106. VALVE TAKEN APART CLEANED AND REPAIRED 6" P/E HARDING AND NEWBERRY.		
1	CIVB	SHEET 2 #98. VALVE TAKEN APART CLEANED AND REPAIRED. 6" P/E OAK/N.B.		
1	CIVB	SHEET 2 #106 VALVE TAKEN APART CLEANED AND REPAIRED. 10" P/E OAK AND KEMMAN		
1	CIVB	SHEET 2 #106. VALVE TAKEN APART CLEANED AND REPAIRED - USING DIFFERENT STEM & GATES. 10" P/E OAK & KEMMAN		

Village Board Agenda Memo

Date: 11/1/2013
To: President & Village Board
From: Brendan McLaughlin, Director of Public Works *BJM*
Julia Cedillo, Village Manager *JC*
RE: Resolution for Construction on State Highways

GENERAL BACKGROUND:

The Illinois Department of Transportation maintains control over La Grange Road, 31st Street and Maple Avenue. Since the Village maintains control over the public utilities within the right-of-way of these highways, work is occasionally performed in these areas.

To avoid posting a surety bond whenever work is performed, IDOT allows municipalities to adopt a multi-year resolution. This is a standard resolution that will cover 2014 and 2015.

MOTION / ACTION REQUESTED:

Motion to approve Resolution for Construction on State Highway.

STAFF RECOMMENDATION:

Staff recommends approval of the Resolution.

DOCUMENTATION:

- Resolution for Construction of State Highways

RESOLUTION No. 13-23

WHEREAS, the Village of La Grange Park, hereinafter referred to as *Municipality*, located in the County of Cook, State of Illinois, desires to undertake in the years 2014 and 2015, the location, construction, operation and maintenance of driveways and street returns, watermains, sanitary and storm sewers, street light, traffic signals, sidewalk, landscaping, etc., on State highways, within said *Municipality*, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois hereinafter referred to as *Department*, and,

WHEREAS, an individual working permit must be obtained from the *Department* prior to any of the aforesaid installations being constructed either by the *Municipality* or by a private person or firm under contract and supervision of the *Municipality*.

NOW, THEREFORE, be it resolved by the *Municipality*:

FIRST: That *Municipality* hereby pledges its good faith and guarantees that all work shall be performed in accordance with the conditions of the permit to be granted by the *Department*, and to hold the State of Illinois harmless during the prosecution of such work, and assume all liability for damages to person or property due to accidents or otherwise by reason of the work which is to be performed under the provision of said permit.

SECOND: That all authorized officials of the *Municipality* are hereby instructed and authorized to sign said working permit on behalf of the *Municipality*.

ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois this 26th day of November 2013.

YES:

NOS:

ABSENT:

Approved this 26th day of November 2013.

Dr. James L. Discipio, Village President

ATTEST: _____
Amanda Seidel
Village Clerk

APPROVED AS TO FORM-
VILLAGE ATTORNEY- Format Previously Approved
10/7/02 C.Keating

Village Board Agenda Memo

Date: October 29, 2013
To: Board of Trustees
From: Jim Discipio, Village President
RE: Meeting Schedule

GENERAL BACKGROUND:

State Statutes require public bodies to provide notice of scheduled meetings prior to the start of each calendar year. We have put together a list of dates for the 2014 calendar year that continues the Village Board's established meeting schedule of a Work Session on the second Tuesday and a regular Village Board meeting on the fourth Tuesday of each month.

Please note that the 4th Tuesday in December 2013 falls on December 24. It is assumed that this meeting will be re-scheduled, perhaps to January 14, 2014. That decision does not need to be made now. However, it is unlikely that the Village Board will meet on December 24, 2013.

ACTION REQUESTED:

Motion approving Resolution and 2014 meeting schedule.

RECOMMENDATION:

This is a Village Board decision.

DOCUMENTATION:

Resolution and attached Meeting dates for calendar year 2014.

RESOLUTION NO. 13-24

RESOLUTION APPROVING 2014 MEETING DATES

WHEREAS, in accordance with Illinois Compiled Statutes (5 ILCS 120/2.02.), every public body shall give public notice of the schedule of regular meetings at the beginning of each calendar year, and

WHEREAS, in addition to the notice required by Section 2.02, every public body at the beginning of each calendar year must prepare and make available a schedule of all its regular meetings for such calendar year, listing the times and places of such meetings.

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

1. That the Village of La Grange Park hereby approves the 2014 Meetings Reminder, as attached hereto; and
2. The Village Manager is authorized and directed to take such further actions as she deems necessary and appropriate to implement, administer and enforce this Resolution.

ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois this 26th day of November, 2013.

YES:

NOS:

ABSENT:

Approved this 26th day of November, 2013.

Dr. James L. Discipio, Village President

ATTEST:

Amanda Seidel
Village Clerk

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

2014 MEETINGS REMINDER

VILLAGE BOARDS & COMMISSIONS

Board of Police Commissioners	As Needed
Cool Villages Commission	As Needed
Commercial Revitalization Committee	Quarterly
Municipal Code Subcommittee	As Needed
Plan Commission	3 rd Wednesday (as needed)
Police Pension Fund	As Needed
Traffic, Safety & Engineering	2 nd Wednesday (as needed)
Youth Commission	Monday Night Preceding 2nd Tuesday
Zoning Board of Appeals	3 rd Tuesday (as needed)

All meetings will be held at 447 N. Catherine Avenue, La Grange Park, IL beginning at 7:00 p.m. unless otherwise posted.

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

2014 MEETINGS REMINDER

January 14, 2014	Work Session Meeting	7:30 p.m.	Village Hall
January 28, 2014	Village Board Meeting	7:30 p.m.	Village Hall
February 11, 2014	Work Session Meeting	7:30 p.m.	Village Hall
February 25, 2014	Village Board Meeting	7:30 p.m.	Village Hall
March 11, 2014	Work Session Meeting	7:30 p.m.	Village Hall
March 25, 2014	Village Board Meeting	7:30 p.m.	Village Hall
April 8, 2014	Work Session Meeting	7:30 p.m.	Village Hall
April 22, 2014	Village Board Meeting	7:30 p.m.	Village Hall
May 13, 2014	Work Session Meeting	7:30 p.m.	Village Hall
May 27, 2014	Village Board Meeting	7:30 p.m.	Village Hall
June 10, 2014	Work Session Meeting	7:30 p.m.	Village Hall
June 24, 2014	Village Board Meeting	7:30 p.m.	Village Hall
July 8, 2014	Work Session Meeting	7:30 p.m.	Village Hall
July 22, 2014	Village Board Meeting	7:30 p.m.	Village Hall
August 12, 2014	Work Session Meeting	7:30 p.m.	Village Hall
August 26, 2014	Village Board Meeting	7:30 p.m.	Village Hall
September 9, 2014	Work Session Meeting	7:30 p.m.	Village Hall
September 23, 2014	Village Board Meeting	7:30 p.m.	Village Hall
October 14, 2014	Work Session Meeting	7:30 p.m.	Village Hall
October 28, 2014	Village Board Meeting	7:30 p.m.	Village Hall
November 11, 2014	Work Session Meeting	7:30 p.m.	Village Hall
November 25, 2014	Village Board Meeting	7:30 p.m.	Village Hall
December 9, 2014	Work Session Meeting	7:30 p.m.	Village Hall

Memorandum

TO: Trustee Patricia Rocco, Chairman
Finance Committee

FROM: Julia Cedillo, Village Manager

DATE: November 21, 2013

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

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

	<u>First Half of November</u>	<u>Second Half of November</u>
General Fund	\$ 236,561.59	\$ 36,268.65
2004 Debt Service Fund	215,819.67	- 0 -
Water Fund	600,994.74	6,236.44
Motor Fuel Fund	71,806.74	- 0 -
Sewer Fund	485,376.96	6,753.12
Emergency Telephone	4,326.20	1,747.70
Trust & Agency Fund	3,027.93	5,527.93
Working Cash Fund	- 0 -	- 0 -
Capital Projects Fund	371,312.19	- 0 -
Total	\$ 1,989,226.02	\$ 56,533.84

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

	<u>First Half of November</u>	<u>Second Half of November</u>
General Fund	\$ 150,608.06	\$ 159,707.97
Water Fund	9,148.28	7,860.58
Sewer Fund	3,744.38	3,710.10
Trust & Agency	- 0 -	- 0 -
Total	\$ 163,500.72	\$ 171,278.65

* **Note:** The General Fund figure in the report found in your Board packet was not correct. This is the correct figure and subsequent total.