

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  
Jamie M. Zaura  
Robert T. Lautner

## VILLAGE BOARD WORK SESSION MEETING

Tuesday, JUNE 9, 2015 – 7:30 P.M.

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### AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Public Participation (agenda and non-agenda related)**
5. **Administrative Committee Items**
  - A. Discussion– Prevailing Wage Rate: Motion to Adopt An Ordinance Ascertaining Prevailing Wage Rates for Construction Work in Cook County
6. **Public Works Committee Items**
  - A. Discussion & Action – 2015 Paving Project – Finsbury & Pine Tree Lanes (IDOT MFT Documents): *Motion approving a "Resolution for Improvement by Municipality Under the Illinois Highway Code" for the expenditure of \$160,000 in MFT funds, and approving the Preliminary/Construction Engineering Services Agreement for Motor Fuel Tax Funds.*
  - B. Discussion & Action – Authorization For Purchase Of La Grange Road Light Poles: *Motion to approve expenditure for purchase of 2 complete street light poles with arms and lamp fixtures from Gexpro in the amount of \$11,971.30*
7. **Other Reports**
  - A. Village Manager  
Discussion & Action – MWRDGC Rain Barrel Program – Amended Intergovernmental Agreement: *Motion to approve a Resolution Authorizing Execution of an Amended Intergovernmental Agreement with the Metropolitan Water Reclamation District of Greater Chicago for the Distribution of Rain Barrels*
  - B. Village President
  - C. Village Clerk
  - D. Committee
8. **New Business**

**VILLAGE BOARD MEETING**  
**Tuesday, JUNE 24, 2014 – 7:30 p.m.**

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**AGENDA (continued – Page 2)**

- 9. Executive Session** – *Motion to move into Executive Session for purpose of discussing the selection of a person to fill a public office, as defined in this Act, including a vacancy in a public office, when the public body is given power to appoint under law or ordinance, or the discipline, performance or removal of the occupant of a public office, when the public body is given power to remove the occupant under law or ordinance according to 5 ILCS 120/2 (c)(3)*
  
- 10. Adjourn**

*Next Village Board Meeting: June 23, 2015*  
*Next Village Work Session Meeting: July 14, 2015*



## **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.

# **Administration Committee**

**Robert Lautner, Chair**  
**Michael Sheehan**  
**James Kucera**

# VILLAGE BOARD AGENDA MEMO

**TO:** President & Board of Trustees

**FROM:** Emily Rodman, Assistant Village Manager   
Julia Cedillo, Village Manager 

**SUBJECT:** Prevailing Wage Rate

**DATE:** June 3, 2015

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## **Background**

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

## **Motion/Action Requested**

This item is for discussion only. If there is consensus, staff will place the item on the agenda for the June 23<sup>rd</sup> Village Board meeting.

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

## **Staff Recommendation**

State statutes require that municipalities adopt such an ordinance.

## **DOCUMENTATION:**

- An Ordinance Ascertaining Prevailing Wage Rates for Construction Work in La Grange Park

ORDINANCE NO. \_\_\_\_\_

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

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

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

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

**SECTION I.** To the extent and as required by "An Act regulating wages of laborers, mechanics, and other workers employed in any public works by State, county, city or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in Cook County as determined by the Department of Labor of the State of Illinois as of June 2015. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

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

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

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

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

This ordinance shall be in full force and effect from after its passage, approval and publication as provided by law, effective June 23, 2015.

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois, this 23<sup>rd</sup> day of June, 2015.

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

**ATTEST:** \_\_\_\_\_

**Amanda G. Seidel  
Village Clerk**

**CERTIFIED TO BE CORRECT:**

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**Village Clerk**

# Cook County Prevailing Wage for June 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN	ALL			38.200	38.700	1.5	1.5	2.0	13.78	10.12	0.000	0.500
ASBESTOS ABT-MEC	BLD			35.100	37.600	1.5	1.5	2.0	11.17	10.76	0.000	0.720
BOILERMAKER	BLD			45.650	49.760	2.0	2.0	2.0	6.970	17.81	0.000	0.400
BRICK MASON	BLD			42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000	1.030
CARPENTER	ALL			43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
CEMENT MASON	ALL			43.100	45.100	2.0	1.5	2.0	12.70	13.24	0.000	0.450
CERAMIC TILE FNSHER	BLD			35.810	0.000	1.5	1.5	2.0	10.55	8.440	0.000	0.710
COMM. ELECT.	BLD			39.000	41.800	1.5	1.5	2.0	8.420	11.98	1.100	0.700
ELECTRIC PWR EQMT OP	ALL			46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRIC PWR GRNDMAN	ALL			35.960	51.100	1.5	1.5	2.0	8.390	11.60	0.000	0.360
ELECTRIC PWR LINEMAN	ALL			46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRICIAN	ALL			44.000	47.000	1.5	1.5	2.0	13.33	14.77	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600
FENCE ERECTOR	ALL			35.840	37.840	1.5	1.5	2.0	13.01	11.51	0.000	0.300
GLAZIER	BLD			40.000	41.500	1.5	2.0	2.0	12.49	15.99	0.000	0.940
HT/FROST INSULATOR	BLD			48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720
IRON WORKER	ALL			43.000	45.000	2.0	2.0	2.0	13.45	20.65	0.000	0.350
LABORER	ALL			38.000	38.750	1.5	1.5	2.0	13.78	10.12	0.000	0.500
LATHER	ALL			43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
MACHINIST	BLD			44.350	46.850	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS	ALL			31.400	32.970	1.5	1.5	2.0	9.850	13.10	0.000	0.600
MARBLE MASON	BLD			41.780	45.960	1.5	1.5	2.0	9.850	13.42	0.000	0.760
MATERIAL TESTER I	ALL			28.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500
MATERIALS TESTER II	ALL			33.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500
MILLWRIGHT	ALL			43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
OPERATING ENGINEER	BLD 1			47.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	BLD 2			45.800	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	BLD 3			43.250	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	BLD 4			41.500	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	BLD 5			50.850	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	BLD 6			48.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	BLD 7			50.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	FLT 1			52.450	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	FLT 2			50.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	FLT 3			45.350	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	FLT 4			37.700	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	FLT 5			53.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	FLT 6			35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 1			45.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	HWY 2			44.750	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	HWY 3			42.700	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	HWY 4			41.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	HWY 5			40.100	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	HWY 6			48.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	HWY 7			46.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
ORNAMNTL IRON WORKER	ALL			43.900	46.400	2.0	2.0	2.0	13.36	17.24	0.000	0.650
PAINTER	ALL			40.750	45.500	1.5	1.5	1.5	10.75	11.10	0.000	0.770
PAINTER SIGNS	BLD			33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER	ALL			43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
PIPEFITTER	BLD			46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER	BLD			42.250	44.790	1.5	1.5	2.0	11.40	12.19	0.000	0.650
PLUMBER	BLD			46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER	BLD			40.100	43.100	1.5	1.5	2.0	8.280	10.54	0.000	0.530
SHEETMETAL WORKER	BLD			41.530	44.850	1.5	1.5	2.0	10.48	20.06	0.000	0.690
SIGN HANGER	BLD			31.310	33.810	1.5	1.5	2.0	4.850	3.280	0.000	0.000
SPRINKLER FITTER	BLD			49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550
STEEL ERECTOR	ALL			42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350

STONE MASON	BLD	42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000	1.030				
<del>SURVEY WORKER</del>	-> NOT IN EFFECT			ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500	
TERRAZZO FINISHER	BLD	37.040	0.000	1.5	1.5	2.0	10.55	10.32	0.000	0.620				
TERRAZZO MASON	BLD	40.880	43.880	1.5	1.5	2.0	10.55	11.63	0.000	0.820				
TILE MASON	BLD	42.840	46.840	1.5	1.5	2.0	10.55	10.42	0.000	0.920				
TRAFFIC SAFETY WRKR	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500				
TRUCK DRIVER	E ALL 1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150				
TRUCK DRIVER	E ALL 2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150				
TRUCK DRIVER	E ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150				
TRUCK DRIVER	E ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150				
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000				
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000				
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000				
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000				
TUCK POINTER	BLD	42.800	43.800	1.5	1.5	2.0	8.180	12.66	0.000	0.650				

**Legend:** RG (Region)

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

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

## Explanations

### COOK COUNTY

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

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

### EXPLANATION OF CLASSES

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

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

### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings,

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

#### COMMUNICATIONS ELECTRICIAN

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

#### MARBLE FINISHER

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

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

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

#### OPERATING ENGINEER - BUILDING

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

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck

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

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

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

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

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

Class 6. Field Mechanics and Field Welders

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

## OPERATING ENGINEER - FLOATING

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

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

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

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

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

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

## TERRAZZO FINISHER

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

## TRAFFIC SAFETY

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

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

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

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

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar

equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

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

#### Other Classifications of Work:

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

#### LANDSCAPING

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

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

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

# **Public Works Committee**

**Michael Sheehan, Chairman**

**Jamie Zaura**

**Scott Mesick**

# Village Board Agenda Memo

**Date:** 06/03/2015

**To:** President and Board of Trustees

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

**RE:** 2015 Paving Project - Finsbury & Pine Tree Lanes (*IDOT MFT Documents*)

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**PURPOSE:** The Finsbury and Pine Tree Lanes paving program will soon be submitted to IDOT for approval to spend up to \$160,000 of Motor Fuel Tax Funds.

**GENERAL BACKGROUND:**

This year's budget includes the "intermittent replacement of curb and gutter, sidewalk, driveways, hot-mix asphalt surface resurfacing, replacement or repair of drainage structures, and all other appurtenant work thereto" to Finsbury Lane (from Robinhood Lane to 100' North of Huntington Court), and Pine Tree Lane (from Finsbury to Robinhood Lane).

Hancock Engineering has prepared a "Resolution for Improvement by Municipality Under the Illinois Highway Code" for this paving project. In addition to MFT funds, money has also been budgeted in the Sewer Fund; the total amount budgeted for this project (inclusive of engineering) is \$175,000. The MFT portion is \$160,000 or 91%.

**STAFF RECOMMENDATION:**

Staff is seeking Board approval at the Work Session meeting so that the bidding process can begin. The bid opening will occur on July 7, 2015, and Staff will seek approval for the award of bid at the July 14<sup>th</sup> Work Session. This will allow enough time for contracts to be processed at IDOT and have construction begin in early August.

**MOTION/ACTION REQUESTED:**

This item is being placed on the June 9, 2015, Work Session for discussion and action.

**Motion approving a "Resolution for Improvement by Municipality Under the Illinois Highway Code" for the expenditure of \$160,000 in MFT funds, and approving the "Preliminary/Construction Engineering Services Agreement for Motor Fuel Tax Funds".**

**DOCUMENTATION:**

- Resolution for Improvement by Municipality Under the Illinois Highway Code
- Preliminary/Construction Engineering Services Agreement for Motor Fuel Tax Funds



**Illinois Department  
of Transportation**

**Resolution for Improvement by  
Municipality Under the Illinois  
Highway Code**

BE IT RESOLVED, by the President and Board of Trustees of the  
Council or President and Board of Trustees  
 Village LaGrange Park of LaGrange Park Illinois  
City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Finsbury Lane		Robinhood Lane	100' feet north of Huntington Court
Pine Tree Lane		Finsbury Lane	Robinhood Lane

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of The intermittent replacement of curb and gutter, sidewalk,  
driveways, hot-mix asphalt surface resurfacing, replacement or repair of drainage structures, and all other  
appurtenant work thereto.

and shall be constructed 25.4 E-E wide  
and be designated as Section 15-00076-00-RS

2. That there is hereby appropriated the (additional  Yes  No) sum of One Hundred Sixty Thousand  
and no/100----- Dollars ( \$160,000.00 ) for the  
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and,  
Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved \_\_\_\_\_

Date \_\_\_\_\_

Department of Transportation

Regional Engineer \_\_\_\_\_

I, Amanda G. Seidel Clerk in and for the  
 Village LaGrange Park of LaGrange Park  
City, Town or Village  
 County of Cook , hereby certify the  
 foregoing to be a true, perfect and complete copy of a resolution adopted  
 by the President and Board of Trustees  
Council or President and Board of Trustees  
 at a meeting on June 23, 2015  
Date  
 IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this  
\_\_\_\_\_ day of June, 2015  
 (SEAL)  
 \_\_\_\_\_  
City, Town, or Village Clerk

Municipality LaGrange Park	<b>L O C A L  A G E N C Y</b>  <b>Illinois Department of Transportation</b>  <b>Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds</b>	<b>C O N S U L T A N T</b>	Name Edwin Hancock Engineering
Township Proviso			Address 9933 Roosevelt Road
County Cook			City Westchester
Section 15-00076-00-RS			State Illinois, 60154

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of June, 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer** Deputy Director Division of Highways, Regional Engineer, Department of Transportation
- Resident Construction Supervisor** Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
- Contractor** Company or Companies to which the construction contract was awarded

**Section Description**

Name 2015 Street Resurfacing Route \_\_\_\_\_ Length 1,153' (0.218) miles Structure No. N/A

Termini Finsbury Lane from Robinhood Ln to 100' north of Huntington Ct; and Pine Tree Lane from Finsbury Ln to Robinhood Ln

**Description**

The intermittent replacement of curb and gutter, sidewalk, driveways, hot-mix asphalt surface resurfacing, replacement or repair of drainage structures, and all other appurtenant work thereto.

**Agreement Provisions**

**The Engineer Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
  - b.  Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

- e.  Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
- f.  Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

**NOTE** Four copies to be submitted to the Regional Engineer

- g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i.  Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j.  Furnish or cause to be furnished:
  - (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
  - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
  - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
  - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
  - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
- k.  Furnish or cause to be furnished
  - (1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
    - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
    - b. Establishment and setting of lines and grades.
    - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
    - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
    - e. Revision of contract drawings to reflect as built conditions.
    - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

**NOTE:** *When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.*

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

**The LA Agrees,**

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
  - a  A sum of money equal to \$14,800 percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
  - b  A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000	_____	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES ~~at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser salaried personnel, the wage rate billed for such services shall be commensurate with the work performed. A sum of money equal to \$13,200.~~

Grade Classification of Employee	Hourly Rate
Engineer VI	\$125.00
Engineer V	\$120.00
Engineer IV	\$110.00
Engineer III	\$105.00
Engineer II	\$ 85.00
Engineer I	\$ 75.00
Eng. Tech V	\$105.00
Eng. Tech IV	\$ 95.00
Eng. Tech III	\$ 80.00
Eng. Tech II	\$ 65.00
Eng. Tech I	\$ 40.00
CADD Manager	\$105.00
CADD II	\$ 95.00
CADD I	\$ 90.00
Administrative	\$ 65.00

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 2/29/16. In event the services of the ENGINEER extend beyond 2/29/16, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
  - c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
  - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 76 percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 76 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.
7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

**It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

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IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

Village of LaGrange Park of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By \_\_\_\_\_

President and Board of Trustees

Village Clerk

By \_\_\_\_\_

(Seal)

Title: Village President

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Executed by the ENGINEER:

Edwin Hancock Engineering Co.

9933 Roosevelt Road

ATTEST:

Westchester, IL 60154

By \_\_\_\_\_

\_\_\_\_\_

Title: Senior Vice President

Title: President

## Village Board Agenda Memo

**Date:** 6/4/2015

**To:** President and Board of Trustees

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

BJM



**RE:** AUTHORIZATION FOR PURCHASE OF LA GRANGE ROAD LIGHT POLES

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**PURPOSE:** To request authorization to purchase 2 street lights (complete set: pole, arms and lamp fixture) from Gexpro.

**DISCUSSION:**

Staff is seeking approval for an expenditure to purchase 2 street light poles to be used on La Grange Road. Since the last order for 2 poles placed in April, there have been 2 more accidents on La Grange Road (500 and 1200 Blocks), and there is nothing in our stock pile currently.

In order to match the existing poles on La Grange Road, the Village continues to purchase Millerbernd poles and Sterner fixtures from Gexpro. Gexpro provided a quote on April 13, 2015, in the amount of \$11,971.30 for the purchase of 2 street light poles and fixtures. Claims will be submitted for the accidents to our risk management pool.

**STAFF RECOMMENDATION:**

Staff recommends approval of the expenditure.

**MOTION/ACTION REQUESTED:**

This item is being placed on the June 9, 2015, Work Session for discussion and action.

*Move to approve expenditure for purchase of 2 complete street light poles with arms and lamp fixtures from Gexpro in the amount of \$11,971.30.*

**DOCUMENTATION:**

- Quote from Gexpro dated April 13, 2015



General Supply & Services, Inc.  
GESCO General Supply & Services Puerto Rico, LLC

GEXPRO- NAPERVILLE  
2235 CORPORATE DRIVE  
NAPERVILLE IL 60563

**Quotation**

TO  
VILLAGE OF LAGRANGE PARK  
ATTN: BECKY SREJMA  
447 N CATHERINE AVE  
LA GRANGE PK IL 60526

This Quotation supersedes all previous quotations and agreements relating to this transaction. Unless otherwise stated on this document: (i) our quotation for your use in submitting a job or project bid to your customer expires 30 days from the date hereof, and may be withdrawn earlier by us if prior to acceptance of your bid; and (ii) prices for all products/items set forth on this Quotation are subject to price increases in effect through time of shipment unless the Quotation expressly states that pricing is firm/fixxed. All other Gexpro quotations are subject to price increases through time of shipment.

[www.gexpro.com](http://www.gexpro.com)

LINE NO	PART NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	U/M	EXTENDED AMOUNT
265-394541		QUOTE - BECKY SREJMA	04/13/15	14:11	1	
01	78918900000	EXEC-RT25-250HPS-3H-3-C-10-DBZ	2	1,096.03	E	2,192.06
02	78918900000	261-0073-9901 LAMP	2	22.57	E	45.14
03	71253000000	16-STB4-350-1FS307-001L-B	2	4,867.05	E	9,734.10
TOTAL MATERIAL QUOTED:						11,971.30
TOTAL DOES NOT INCLUDE TAX , SPECIAL HANDLING OR MISCELLANEOUS CHARGES						
CUSTOMER NOTES: QUOTE - THANKS, SEAN						
NOTE :-						
PRODUCTS OR ITEMS SUBJECT TO PRICE INCREASES IN EFFECT THROUGH TIME OF SHIPMENT: DUE TO MARKET CONDITIONS, ALL PRODUCTS OR ITEMS SET FORTH ON THIS QUOTATION ARE SUBJECT TO PRICE INCREASES THROUGH TIME OF SHIPMENT UNLESS THIS QUOTATION EXPRESSLY STATES THAT PRICING FOR ANY SUCH PRODUCTS OR ITEMS IS FIRM/FIXED.						
END OF QUOTATION						

Seller's Terms & Conditions of Sale, as detailed on Seller's Commercial Credit Application, shall apply to this transaction. Seller's Terms & Conditions of Sale also can be found at [www.gexpro.com/terms](http://www.gexpro.com/terms). No additional or different terms proposed by Buyer will be binding on Seller unless specifically agreed to, in writing, by an authorized representative of Seller.

# **Village Manager's Report**

# Village Board Agenda Memo

**Date:** June 3, 2015

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

**From:** Julia Cedillo, Village Manager 

**Re:** MWRDGC Rain Barrel Program – Amended Intergovernmental Agreement

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## **PURPOSE**

This agenda item seeks to authorize the Village to enter into an **Amended** Intergovernmental Agreement with the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) for the Distribution of free Rain Barrels to **all** homeowners in our Village.

## **GENERAL BACKGROUND**

At the December 9, 2014 Village Board Meeting, the Village Board approved an Intergovernmental Agreement with the MWRDGC for the Distribution of free Rain Barrels to homeowners who disconnect their downspouts from the sewer system. Under the program, the MWRDGC provides a free 55 gallon capacity rain barrel for residents who have their downspouts directly connected to the sewer system. Residents are required to disconnect in order to receive this incentive. Under the current Intergovernmental Agreement, the Village is required to: (1) Verify and document that residents receiving rain barrels have downspouts connected to the system, (2) Place all rain barrel orders on behalf of residents using a form provided by the MWRD, (3) Obtain informed written consent for limited access to the property, (4) Make a site visit to verify proper installation within 90 days of delivery by the District, and (5) Annually report on the number of 90 day site visits made to ensure installation.

## **PLAN CHANGE**

In an effort to encourage greater participation, the MWRDGC notified the Village that the Rain Barrel program has been expanded such that all homeowners are now eligible. Residents are no longer required to have their downspouts connected (and then later disconnected) to the combined sewer system to be eligible. As a result, the MWRDGC is asking that we approve an Amended Intergovernmental Agreement. Changes to the agreement are summarized as follows:

- The Village is no longer required to verify and document that residents receiving rain barrels have downspouts connected to the system.
- The Village is no longer required to make a site visit to verify proper installation within 90 days of delivery by the District.
- While the Village is no longer required to annually report on the number of 90 day site visits made to ensure installation, we are instead required to report back to the district the number of rain barrels distributed within one year of the date of the agreement. Further, the Village must cooperate with the MWRDGC in the conducting of a post installation survey.

A redline of the agreement is attached to this memo.

**DISCUSSION / ACTION REQUESTED**

**Motion to approve a Resolution Authorizing Execution of an Amended Intergovernmental Agreement with the Metropolitan Water Reclamation District of Greater Chicago for the Distribution of Rain Barrels.**

*(Staff is requesting both discussion and action of this agenda item at the June Work Session, if the Village Board is comfortable with the changes in the Intergovernmental Agreement.)*

**RECOMMENDATION**

Staff recommends the approval of the Resolution. The offering of free rain barrels to all homeowners will bring greater participation as well as greater awareness of storm water management and water quality issues to our community.

**DOCUMENTATION**

- Resolution Authorizing Execution of an Amended Intergovernmental Agreement with the Metropolitan Water Reclamation District of Greater Chicago for the Distribution of Rain Barrels
- MWRDGC Amended Intergovernmental Agreement – Redlined
- MWRDGC Amended Intergovernmental Agreement (for signature)

**RESOLUTION NO. 15-10**

**RESOLUTION AUTHORIZING EXECUTION OF  
AN AMENDED INTERGOVERNMENTAL AGREEMENT WITH THE METROPOLITAN WATER  
RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DISTRIBUTION OF RAIN BARRELS**

WHEREAS, on December 9, 2014, the Village of La Grange Park approved participation in the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) Rain Barrel Program for the distribution of Rain Barrels to homes within the Village; and

WHEREAS, the Village of La Grange Park includes the MWRDGC Rain Barrel Program as part of its Downspout Disconnection Assistance Program, incentivizing best management practices to control storm water runoff for water quality protection; and

WHEREAS, the MWRDGC makes this program available to all member communities located in their district, subject to the requirements under the Intergovernmental Agreement; and

WHEREAS, on May 21, 2015, the MWRDGC amended this program to encourage greater participation and distribution of rain barrels.

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

1. That the *Amended Intergovernmental Agreement for the Distribution of Rain Barrels*, attached hereto is approved.
2. That the President is authorized to execute the agreement, and the Village Clerk is authorized to attest the agreement.
3. The Village Manager is authorized and directed to take such further actions as 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 9<sup>th</sup> day of June, 2015.

YES:  
NOS:  
ABSENT:

Approved this 9<sup>th</sup> day of June, 2015.

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

ATTEST:

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

**[AMENDED] INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE  
[ENTER NAME OF UNIT OF LOCAL GOVERNMENT HERE] AND THE  
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO  
FOR THE DISTRIBUTION OF RAIN BARRELS**

**THIS INTERGOVERNMENTAL AGREEMENT** (hereinafter the “Agreement”) entered into, by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body corporate and politic, organized and existing under the laws of the State of Illinois (hereinafter the “District”) and the [UNIT OF LOCAL GOVERNMENT], a municipal corporation and [non-home rule] or [home rule] unit of government organized and existing [in accordance with Chapter 24 of the Illinois Revised Statutes, as amended] or [under Article VII, Section 6 (home rule) or Section 7 (non-home rule) of the 1970 Constitution of the State of Illinois] (hereinafter the “[CITY, VILLAGE, TOWN, ETC.]”).

**WITNESSETH:**

**WHEREAS**, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 (hereinafter the “Act”); and

**WHEREAS**, the Act declares that stormwater management in Cook County shall be under the general supervision of the District; and

**WHEREAS**, the Act, as amended, specifically authorizes the District to plan, implement, and finance regional and local activities relating to stormwater management in Cook County; and

**WHEREAS**, one component of the District’s stormwater management program includes green infrastructure, which hereinafter shall mean the range of stormwater control measures that use plant/soil systems, permeable pavement, stormwater harvest and reuse, or native landscaping to store, infiltrate, and/or evapotranspire stormwater and reduce flows to the sewer systems or to surface waters as more fully set forth at 415 ILCS 56/5; and

**WHEREAS**, the District has committed to developing an enhanced rain barrel distribution program (“Rain Barrel Program”), in conformance with Appendix E, Section II(A) of a certain consent decree entered into in United States, et al., v. Metropolitan Water Reclamation District of Greater Chicago, Case No. 1:11-cv-08859 (N.D. Ill. 2014)(“Consent Decree”), and the District’s formal commitment herein is intended to satisfy that obligation; and

**WHEREAS**, on April 17, 2014, the District’s Board of Commissioners adopted a Rain Barrel Program Policy (“~~Policy~~Rain Barrel Program”) that is intended to satisfy certain requirements of the Consent Decree, and as part of the Policy, the District intends to develop a Municipal Distribution Network of its Rain Barrel Program as further set forth herein; and

**WHEREAS, on May 21, 2015, the District’s Board of Commissioners adopted amendments to its Rain Barrel Program designed to encourage greater participation and distribution of rain barrels; and**

[WHEREAS, the District and the [CITY, VILLAGE, TOWN, ETC.] entered into a rain barrel IGA effective \_\_\_\_\_, 2015 and now desire to enter into an amended IGA consistent with the amendments to the District's Rain Barrel Program; and]

**WHEREAS**, under the Rain Barrel Program, the District shall provide rain barrels designed to capture and use rain water to residences throughout its service area; and

**WHEREAS**, the distribution of rain barrels through the Rain Barrel Program may be approached more effectively, economically, and comprehensively, with the [CITY, VILLAGE, TOWN, etc.], and the District cooperating and using their joint efforts and resources; and

**WHEREAS**, the [CITY, VILLAGE, TOWN, etc.] is located, wholly or partly, within the boundaries of Cook County; and

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation; and

**WHEREAS**, on ~~August 7, 2014~~ May 21, 2015, the District's Board of Commissioners authorized the District to enter into an intergovernmental agreement, in substantially the same form as this intergovernmental agreement, with units of local government throughout the District's service area; and

**WHEREAS**, on \_\_\_\_\_, 2015, the [CITY, VILLAGE, TOWN, etc.]'s [Board of Trustees, etc.] authorized the [CITY, VILLAGE, TOWN, etc.] to enter into an intergovernmental agreement with the District; and

**NOW THEREFORE**, in consideration of the matters set forth, the mutual covenants and agreements contained in this agreement and, for other good and valuable consideration, the [CITY, VILLAGE, TOWN, etc.] and District hereby agree as follows:

**ARTICLE 1. INCORPORATION OF RECITALS**

The recitals set forth above are incorporated herein by reference and made a part hereof.

**ARTICLE 2. SCOPE OF WORK**

1. The scope of this Agreement will include the District providing rain barrels, connection hardware and delivery at no cost, to the homes of residents in the [CITY, VILLAGE, TOWN, etc.] (hereinafter the "Project"), as more fully set forth in Exhibit 1.
2. The District is expressly and intentionally not providing any assistance for the installation and operation of the rain barrel other than an instruction pamphlet, in a form substantially similar to the one attached hereto as Exhibit 2.

3. In order for the [CITY, VILLAGE, TOWN, etc.] to be eligible to participate in this Rain Barrel Program, on behalf of its residents, the [CITY, VILLAGE, TOWN, etc.] agrees to perform the following requirements:

~~a. verify and document that its residents receiving rain barrel(s) have downspouts connected to the sewer system along with the number of downspouts connected to the sewer system; and~~

~~b. a.~~ place all rain barrel orders on behalf of residents using a form provided by the District; and

b. obtain informed written consent from each resident receiving rain barrels allowing and agreeing to the District's limited access to their property solely for the purpose of delivering the rain barrel(s); and

c. within one year of the date of this Agreement, the Municipality shall report back to the District with the number of rain barrels distributed, and cooperate with the District in the conducting of a post installation survey.

~~d. make a site visit to verify each rain barrel(s) proper installation within 90 days after delivery by the District; and~~

~~e. annually report on the number of 90 day site visits made to verify proper installation of rain barrel(s) along with a record of the total number of rain barrels installed within the previous year.~~

The documents setting forth an explanation of the Rain Barrel Program and needing to be signed by the [CITY, VILLAGE, TOWN, ETC.] and its residents, prior to free rain barrels being distributed, are attached hereto as ~~Group~~ Exhibit 13. In order to encourage as wide a distribution of rain barrels as possible, the maximum number of rain barrels to be distributed per home is four.

4. The [CITY, VILLAGE, TOWN, etc.] shall return to the District all rain barrels that were delivered by the District in connection with the Rain Barrel Program but for any reason whatsoever were not installed or were subsequently disconnected from a resident's home.

### ARTICLE 3. PERMITS AND FEES

1. Federal, State, and County Requirements. In the event any federal, state or local permits are required, the [CITY, VILLAGE, TOWN, etc.] shall obtain all such permits required by law in connection with the Rain Barrel Program, and shall assume any costs in procuring said permits. Additionally, the

[CITY, VILLAGE, TOWN, etc.] shall obtain all consents and approvals required by federal, state, and/or county regulations in connection with the Rain Barrel program, and shall assume any costs incurred in procuring all such consents and approvals.

2. Maintenance. The [CITY, VILLAGE, TOWN, etc.] shall obtain any and all permits necessary for the performance of any maintenance work associated with the improvements in connection with the Rain Barrel Program, and in accordance with Article 5 of this Agreement.

#### **ARTICLE 4. INSPECTION AND MAINTENANCE**

The District shall have the right (including any necessary right of access) in conjunction with the [CITY, VILLAGE, TOWN, etc.] to conduct a joint annual inspection of the installed rain barrels upon reasonable notice to the [CITY, VILLAGE, TOWN, etc.] and the homeowner(s).

#### **ARTICLE 5. EFFECTIVE DATE**

This Agreement becomes effective on the date that the last signature is affixed hereto.

#### **ARTICLE 6. DURATION**

Subject to the terms and conditions of Article 2 and Article 10, Section 4, this Agreement shall remain in full force and effect for perpetuity.

#### **ARTICLE 7. NON-ASSIGNMENT**

Neither party may assign its rights or obligations hereunder without the written consent of the other party.

#### **ARTICLE 8. WAIVER OF PERSONAL LIABILITY**

No official, employee, or agent of either party to this Agreement shall be charged personally by the other party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

#### **ARTICLE 9. INDEMNIFICATION**

The [CITY, VILLAGE, TOWN, etc.] shall defend, indemnify, and hold harmless the District, its Commissioners, officers, employees, and other agents ("District Party") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements),

claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the District Party and arise out of or are in any way related to: (1) the distribution, installation and use of rain barrels through the Rain Barrel Program within the corporate limit of the [CITY, VILLAGE, TOWN, etc.] within Cook County; or (2) the exercise of any right, privilege, or authority granted to the [CITY, VILLAGE, TOWN, etc.] under this Agreement.

#### **ARTICLE 10. REPRESENTATIONS OF THE [CITY, VILLAGE, TOWN, ETC.]**

The [CITY, VILLAGE, TOWN, etc.] covenants, represents, and warrants as follows:

1. By submitting an application on behalf of its residents for rain barrel(s), the [CITY, VILLAGE, TOWN, etc.] represents that it has the full authority and permission from the homeowner(s) and that such permission includes:
  - a. the right of the District, or its vendor, to deliver the rain barrel(s) to the individual homeowner, including but not necessarily limited to reasonable access to the homeowner's real property for purposes of delivering the rain barrel(s); and
  - 1-b. that the [CITY, VILLAGE, TOWN, etc.] and the District may access the homeowner's property to conduct a joint annual inspection of the installed rain barrels upon reasonable notice to the recipient of the rain barrel(s).
2. The individuals signing this Agreement and all other documents executed on behalf of the [CITY, VILLAGE, TOWN, etc.] are duly authorized to sign same on behalf of and to bind the [CITY, VILLAGE, TOWN, etc.];
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the [CITY, VILLAGE, TOWN, etc.] or any instrument to which the [CITY, VILLAGE, TOWN, etc.] is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation; and
4. The [CITY, VILLAGE, TOWN, etc.] acknowledges and accepts that the Rain Barrel Program being offered by the District is a voluntary program, wherein the [CITY, VILLAGE, TOWN, etc.] residents are receiving complimentary rain barrels and as such, the District may discontinue the Rain Barrel Program at any time, without notice and without obligation to provide any additional rain barrels.

## **ARTICLE 11. REPRESENTATIONS OF THE DISTRICT**

The District covenants, represents, and warrants as follows:

1. The District has full authority to execute, deliver, and perform or cause to be performed this Agreement;
2. The individuals signing this Agreement and all other documents executed on behalf of the District are duly authorized to sign same on behalf of and to bind the District; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the District or any instrument to which the District is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

## **ARTICLE 12. DISCLAIMERS**

This Agreement is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between the District and any party other than the [CITY, VILLAGE, TOWN, etc.].

## **ARTICLE 13. WAIVERS**

Whenever a party to this Agreement by proper authority waives the other party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

## **ARTICLE 14. SEVERABILITY**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

**ARTICLE 15. DEEMED INCLUSION**

Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement.

**ARTICLE 16. ENTIRE AGREEMENT**

This Agreement, and any exhibits or riders attached hereto, shall constitute the entire agreement between the parties. No other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

**ARTICLE 17. AMENDMENTS**

This Agreement shall not be amended unless it is done so in writing and signed by the authorized representatives of both parties.

**ARTICLE 18. REFERENCES TO DOCUMENTS**

All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which both parties hereto are privy.

**ARTICLE 19. JUDICIAL AND ADMINISTRATIVE REMEDIES**

The parties agree that this Agreement and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

This Agreement shall not be construed against a party by reason of who prepared it. Each party agrees to provide a certified copy of the ordinance, bylaw, or other authority to evidence the reasonable satisfaction of the other party that the person signing this Agreement for such party is authorized to do so and that this Agreement is a valid and binding obligation of such party. The parties agree that this Agreement may be executed in quadruplicate.

The rights and remedies of the District or the [CITY, VILLAGE, TOWN, etc.] shall be cumulative, and election by the District or the [CITY, VILLAGE, TOWN, etc.] of any single remedy shall not constitute a waiver of any other remedy that such party may pursue under this Agreement.

**ARTICLE 20. NOTICES**

Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, UPS, Fed Ex or other overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested, or by facsimile. A written notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by mail, two days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (c) with respect to notices sent by facsimile, on the date sent, if sent to the facsimile number(s) set forth below and upon proof of delivery as evidenced by the sending fax machine. The name of this Agreement i.e., INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE [ENTER NAME OF UNIT OF LOCAL GOVERNMENT HERE] AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DISTRIBUTION OF RAIN BARRELS must be prominently featured in the heading of all notices sent hereunder.

Any and all notices referred to in this Agreement, or that either party desires to give to the other, shall be addressed as set forth in Article 20, unless otherwise specified and agreed to by the parties:

**ARTICLE 21. REPRESENTATIVES**

Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact and receipt of notice in all matters under this Agreement:

For the District

Director of Maintenance & Operations  
Metropolitan Water Reclamation District  
of Greater Chicago  
100 East Erie Street  
Chicago, Illinois 60611  
Phone: (312) 751-7905  
FAX: (312) 751-5681

For the [CITY, VILLAGE, TOWN, etc.]

[ELECTED OFFICIAL]  
[CITY, VILLAGE, TOWN, etc.]  
XXXX, Illinois XXXXXX  
Phone: \_\_\_\_\_  
FAX: \_\_\_\_\_

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

**IN WITNESS WHEREOF**, the Metropolitan Water Reclamation District of Greater Chicago and the [UNIT OF LOCAL GOVERNMENT], the parties hereto, have each caused this Agreement to be executed in quadruplicate by their duly authorized officers, duly attested and their seals hereunto affixed.

[ENTER NAME OF UNIT OF LOCAL  
GOVERNMENT HERE]

BY: \_\_\_\_\_  
NAME, [TITLE]

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
NAME, [CITY, VILLAGE, TOWN, etc.] Clerk

DATE: \_\_\_\_\_

**AMENDED INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE  
VILLAGE OF LA GRANGE PARK AND THE METROPOLITAN WATER  
RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DISTRIBUTION OF  
RAIN BARRELS**

**THIS AMENDED INTERGOVERNMENTAL AGREEMENT** (hereinafter the “Agreement”) entered into, by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body corporate and politic, organized and existing under the laws of the State of Illinois (hereinafter the “District”) and the Village of La Grange Park, a municipal corporation and non-home rule unit of government organized and existing under Article VII, Section 7 of the 1970 Constitution of the State of Illinois (hereinafter the “Village”).

**WITNESSETH:**

**WHEREAS**, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 (hereinafter the “Act”); and

**WHEREAS**, the Act declares that stormwater management in Cook County shall be under the general supervision of the District; and

**WHEREAS**, the Act, as amended, specifically authorizes the District to plan, implement, and finance regional and local activities relating to stormwater management in Cook County; and

**WHEREAS**, one component of the District’s stormwater management program includes green infrastructure, which hereinafter shall mean the range of stormwater control measures that use plant/soil systems, permeable pavement, stormwater harvest and reuse, or native landscaping to store, infiltrate, and/or evapotranspire stormwater and reduce flows to the sewer systems or to surface waters as more fully set forth at 415 ILCS 56/5; and

**WHEREAS**, the District has committed to developing an enhanced rain barrel distribution program (“Rain Barrel Program”), in conformance with Appendix E, Section II(A) of a certain consent decree entered into in United States, et al., v. Metropolitan Water Reclamation District of Greater Chicago, Case No. 1:11-cv-08859 (N.D. Ill. 2014)(“Consent Decree”), and the District’s formal commitment herein is intended to satisfy that obligation; and

**WHEREAS**, on April 17, 2014, the District’s Board of Commissioners adopted a Rain Barrel Program Policy (“Rain Barrel Program”) that is intended to satisfy certain requirements of the Consent Decree, and as part of the Policy, the District intends to develop a Municipal Distribution Network of its Rain Barrel Program as further set forth herein; and

**WHEREAS**, on May 21, 2015, the District’s Board of Commissioners adopted amendments to its Rain Barrel Program designed to encourage greater participation and distribution of rain barrels; and

**WHEREAS**, the District and the Village entered into a rain barrel IGA effective December 29, 2014 and now desire to enter into an amended IGA consistent with the amendments to the District's Rain Barrel Program; and

**WHEREAS**, under the Rain Barrel Program, the District shall provide rain barrels designed to capture and use rain water to residences throughout its service area; and

**WHEREAS**, the distribution of rain barrels through the Rain Barrel Program may be approached more effectively, economically, and comprehensively, with the Village, and the District cooperating and using their joint efforts and resources; and

**WHEREAS**, the Village is located, wholly or partly, within the boundaries of Cook County; and

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation; and

**WHEREAS**, on May 21, 2015, the District's Board of Commissioners authorized the District to enter into an intergovernmental agreement, in substantially the same form as this intergovernmental agreement, with units of local government throughout the District's service area; and

**WHEREAS**, on \_\_\_\_\_, 2015, the Village's Board of Trustees authorized the Village to enter into an amended intergovernmental agreement with the District; and

**NOW THEREFORE**, in consideration of the matters set forth, the mutual covenants and agreements contained in this agreement and, for other good and valuable consideration, the Village and District hereby agree as follows:

#### **ARTICLE 1. INCORPORATION OF RECITALS**

The recitals set forth above are incorporated herein by reference and made a part hereof.

#### **ARTICLE 2. SCOPE OF WORK**

1. The scope of this Agreement will include the District providing rain barrels, connection hardware and delivery at no cost, to the homes of residents in the Village (hereinafter the "Project"), as more fully set forth in Exhibit 1.
2. The District is expressly and intentionally not providing any assistance for the installation and operation of the rain barrel other than an instruction pamphlet, in a form substantially similar to the one attached hereto as Exhibit 2.

3. In order for the Village to be eligible to participate in this Rain Barrel Program, on behalf of its residents, the Village agrees to perform the following requirements:
  - a. place all rain barrel orders on behalf of residents using a form provided by the District; and
  - b. obtain informed written consent from each resident receiving rain barrels allowing and agreeing to the District's limited access to their property solely for the purpose of delivering the rain barrel(s); and
  - c. within one year of the date of this Agreement, the Municipality shall report back to the District with the number of rain barrels distributed, and cooperate with the District in the conducting of a post installation survey.

The documents setting forth an explanation of the Rain Barrel Program and needing to be signed by the Village and its residents, prior to free rain barrels being distributed, are attached hereto as Exhibit 1. In order to encourage as wide a distribution of rain barrels as possible, the maximum number of rain barrels to be distributed per home is four.

4. The Village shall return to the District all rain barrels that were delivered by the District in connection with the Rain Barrel Program but for any reason whatsoever were not installed or were subsequently disconnected from a resident's home.

### **ARTICLE 3. PERMITS AND FEES**

1. **Federal, State, and County Requirements.** In the event any federal, state or local permits are required, the Village shall obtain all such permits required by law in connection with the Rain Barrel Program, and shall assume any costs in procuring said permits. Additionally, the Village shall obtain all consents and approvals required by federal, state, and/or county regulations in connection with the Rain Barrel program, and shall assume any costs incurred in procuring all such consents and approvals.
2. **Maintenance.** The Village shall obtain any and all permits necessary for the performance of any maintenance work associated with the improvements in connection with the Rain Barrel Program, and in accordance with Article 5 of this Agreement.

**ARTICLE 4. INSPECTION AND MAINTENANCE**

The District shall have the right (including any necessary right of access) in conjunction with the Village to conduct a joint annual inspection of the installed rain barrels upon reasonable notice to the Village and the homeowner(s).

**ARTICLE 5. EFFECTIVE DATE**

This Agreement becomes effective on the date that the last signature is affixed hereto.

**ARTICLE 6. DURATION**

Subject to the terms and conditions of Article 2 and Article 10, Section 4, this Agreement shall remain in full force and effect for perpetuity.

**ARTICLE 7. NON-ASSIGNMENT**

Neither party may assign its rights or obligations hereunder without the written consent of the other party.

**ARTICLE 8. WAIVER OF PERSONAL LIABILITY**

No official, employee, or agent of either party to this Agreement shall be charged personally by the other party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

**ARTICLE 9. INDEMNIFICATION**

The Village shall defend, indemnify, and hold harmless the District, its Commissioners, officers, employees, and other agents ("District Party") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the District Party and arise out of or are in any way related to: (1) the distribution, installation and use of rain barrels through the Rain Barrel Program within the corporate limit of the Village within Cook County; or (2) the exercise of any right, privilege, or authority granted to the Village under this Agreement.

**ARTICLE 10. REPRESENTATIONS OF THE Village**

The Village covenants, represents, and warrants as follows:

1. By submitting an application on behalf of its residents for rain barrel(s), the Village represents that it has the full authority and permission from the homeowner(s) and that such permission includes:
  - a. the right of the District, or its vendor, to deliver the rain barrel(s) to the individual homeowner, including but not necessarily limited to reasonable access to the homeowner's real property for purposes of delivering the rain barrel(s); and
  - b. that the Village and the District may access the homeowner's property to conduct a joint annual inspection of the installed rain barrels upon reasonable notice to the recipient of the rain barrel(s).
2. The individuals signing this Agreement and all other documents executed on behalf of the Village are duly authorized to sign same on behalf of and to bind the Village;
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the Village or any instrument to which the Village is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation; and
4. The Village acknowledges and accepts that the Rain Barrel Program being offered by the District is a voluntary program, wherein the Village residents are receiving complimentary rain barrels and as such, the District may discontinue the Rain Barrel Program at any time, without notice and without obligation to provide any additional rain barrels.

#### **ARTICLE 11. REPRESENTATIONS OF THE DISTRICT**

The District covenants, represents, and warrants as follows:

1. The District has full authority to execute, deliver, and perform or cause to be performed this Agreement;
2. The individuals signing this Agreement and all other documents executed on behalf of the District are duly authorized to sign same on behalf of and to bind the District; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the District or any instrument to which the District is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

## **ARTICLE 12. DISCLAIMERS**

This Agreement is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between the District and any party other than the Village.

## **ARTICLE 13. WAIVERS**

Whenever a party to this Agreement by proper authority waives the other party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

## **ARTICLE 14. SEVERABILITY**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

## **ARTICLE 15. DEEMED INCLUSION**

Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement.

## **ARTICLE 16. ENTIRE AGREEMENT**

This Agreement, and any exhibits or riders attached hereto, shall constitute the entire agreement between the parties. No other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

## **ARTICLE 17. AMENDMENTS**

This Agreement shall not be amended unless it is done so in writing and signed by the authorized representatives of both parties.

## **ARTICLE 18. REFERENCES TO DOCUMENTS**

All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which both parties hereto are privy.

## **ARTICLE 19. JUDICIAL AND ADMINISTRATIVE REMEDIES**

The parties agree that this Agreement and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

This Agreement shall not be construed against a party by reason of who prepared it. Each party agrees to provide a certified copy of the ordinance, bylaw, or other authority to evidence the reasonable satisfaction of the other party that the person signing this Agreement for such party is authorized to do so and that this Agreement is a valid and binding obligation of such party. The parties agree that this Agreement may be executed in quadruplicate.

The rights and remedies of the District or the Village shall be cumulative, and election by the District or the Village of any single remedy shall not constitute a waiver of any other remedy that such party may pursue under this Agreement.

## **ARTICLE 20. NOTICES**

Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, UPS, Fed Ex or other overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested, or by facsimile. A written notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by mail, two days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (c) with respect to notices sent by facsimile, on the date sent, if sent to the facsimile number(s) set forth below and upon proof of delivery as evidenced by the sending fax machine. The name of this Agreement i.e., AMENDED INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF LA GRANGE PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DISTRIBUTION OF RAIN BARRELS must be prominently featured in the heading of all notices sent hereunder.

Any and all notices referred to in this Agreement, or that either party desires to give to the other, shall be addressed as set forth in Article 20, unless otherwise specified and agreed to by the parties:

**ARTICLE 21. REPRESENTATIVES**

Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact and receipt of notice in all matters under this Agreement:

For the District

Director of Maintenance & Operations  
Metropolitan Water Reclamation District  
100 East Erie Street  
Chicago, Illinois 60611  
Phone: (312) 751-7905  
FAX: (312) 751-5681

For the Village

Village President  
Village of La Grange Park  
447 North Catherine Avenue  
La Grange Park, Illinois 60526  
Phone: (708) 354-0225  
FAX: (708) 354-0241

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

**IN WITNESS WHEREOF**, the Metropolitan Water Reclamation District of Greater Chicago and the Village of La Grange Park, the parties hereto, have each caused this Agreement to be executed in quadruplicate by their duly authorized officers, duly attested and their seals hereunto affixed.

VILLAGE OF LA GRANGE PARK

BY: \_\_\_\_\_  
Dr. James Discipio, Village President

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Amanda Seidel, Village Clerk

DATE: \_\_\_\_\_

**METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO**

\_\_\_\_\_  
Chairman of the Committee on Finance      Date

\_\_\_\_\_  
Executive Director      Date

ATTEST:

\_\_\_\_\_  
Clerk      Date

APPROVED AS TO OPERATIONS, AND TECHNICAL MATTERS:

\_\_\_\_\_  
Assistant Director of Maintenance & Operations      Date

\_\_\_\_\_  
Director of Maintenance & Operations      Date

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Head Assistant Attorney      Date

\_\_\_\_\_  
General Counsel      Date

# **EXHIBIT 1**

Metropolitan Water Reclamation District of Greater Chicago

# Rain Barrel Program

*A component of the District's Green Infrastructure Program*

## I. PROGRAM DESCRIPTION

Rain Barrels are a form of green infrastructure that are designed to capture and reuse rain water. The largest benefit of rain barrel use is achieved by disconnecting the roof runoff from the system and installing rain barrels to reuse water. Roofs comprise 41% of the impervious surface in Cook County. Many of these surfaces are directly connected to the public drainage system.

The goal of the Metropolitan Water Reclamation District of Greater Chicago's (District's) Rain Barrel Program is removing the direct load from entering the sewer system, reducing basement backups, and reducing combined sewer overflow volume, overland flooding, and infiltration and inflow. The District believes the value of keeping water out of the system will benefit the community.

The District's Rain Barrel Program will utilize three distribution networks throughout its service-delivery area to distribute and promote the use of rain barrels. These networks are described in Section II. Each rain barrel distributed will display a specially-designed label that summarizes the environmental benefits of using rain barrels (see Attachment A).

## II. DISTRIBUTION NETWORKS

The three networks that will be utilized to distribute rain barrels are: municipalities, community groups/non-governmental organizations and campus- type facilities.

### A. Municipalities

Cook County has 129 communities within the District's service area. Each community will be encouraged to adopt the Rain Barrel Program as its own. This program is contingent on funding approval by the Board of Commissioners on an annual basis. Until otherwise indicated, the Program will provide free rain barrels to residents who live in the District's service area.

Municipalities are required to enroll in this free program via an Intergovernmental Agreement (IGA). Once an IGA is signed, municipalities may order rain barrels, connection hardware, and delivery for their residents from the District's vendor at no cost to the municipality. The District will cover the cost of the rain barrels, the connection hardware and home delivery as the District has a contract with a vendor in place; the vendor will furnish and deliver rain barrels, and municipal partners will be

provided with an email address and telephone number that can be used to order the rain barrels for delivery to residents. Distribution will be limited to a maximum of four rain barrels per home.

The District will provide the following templates for municipalities to use:

- **Sample letter and rain barrel reservation form** – The letter and form can be adapted and mailed to residents; the form is designed to collect the information needed to place an order on the resident’s behalf.
- **Sample brochure that can incorporate your logo** – Upon request, the District will provide municipalities with a supply of brochures imprinted with their municipal logo.
- **Generic press release** – The language in this generic press release can be used in newsletters, on websites or submitted to local publications.

#### B. Community Groups/Non-Governmental Organizations

Cook County has many community groups and non-governmental organizations (NGOs) that work to educate residents about stormwater management, green infrastructure and environmental improvement. Community groups and NGOs will have access to the District’s rain barrel program. To enroll in this free program, they will be asked to sign a Memorandum of Understanding (MOU). Once the MOU is signed, the community group/NGO may order rain barrels, connection hardware, and delivery for their constituents from the District at no cost to the community group/NGO.

In order to participate, the community group or NGO must:

- Submit a plan to the District describing the utilization of rain barrels;
- Provide detailed ordering information to the District ;
- Periodically ensure proper installation of rain barrels;
- Ensure proper education, care and maintenance of the rain barrels;
- Provide a follow-up report on rain barrel distribution. The report should include the following information:
  - email addresses of constituents receiving the rain barrel(s)
  - street addresses where rain barrels were installed
  - number of rain barrels installed, with a maximum of four rain barrels per home or location
  - a brief report of project successes and/or lessons learned in implementing the project.

#### C. Campus-Type Facilities

Campus-type facilities include: schools, municipal properties (i.e. town halls, libraries, park district facilities, fire and police stations, garage/outbuilding), churches,

community centers, senior centers, hospitals and clinics. The District will provide free rain barrels to any such facility committed to be a community partner and good steward of stormwater. The facility representative should contact the District regarding execution of a template IGA or MOU and to complete an appropriate application which shall include at a minimum:

- Size of campus
- Number of rain barrels requested
- Percent of downspouts intercepted
- Any other additional stormwater controls implemented on the site

After the rain barrels have been delivered and installed, the facility representative should submit a post-implementation plan or "As-Built" document that provides at minimum:

- addresses and locations where rain barrels were installed
- number of rain barrels installed
- a brief report of project successes and/or lessons learned in implementing the project.

### **III. MARKETING AND PROMOTION**

In addition to providing technical assistance to residents, municipalities, community groups/non-governmental organizations and campus-type facilities on the proper use of rain barrels, a combination of tools will be provided by the District's Office of Public Affairs to promote and market rain barrels to the distribution networks. The tools include the District website, community outreach, public service announcements, email campaigns, press releases, promotion on social media, a rain barrel installation video and distribution of brochures.

Templates for applying for free rain barrels will be provided. In addition, the District can provide materials that utilize logos from the municipalities, community groups/non-governmental organizations and campus-type facilities for program purposes. The District will assign a District liaison to interested municipalities, community groups/non-governmental organizations and campus-type facilities. The liaison can provide assistance and direction during program implementation.

District Commissioners will also play a role in the marketing and promotion of the Rain Barrel Program. Commissioners may use and distribute rain barrels at community events as a means of educating and informing the public about the importance of green infrastructure, promoting the District's Rain Barrel Program, and instructing on proper installation. Upon request of each rain barrel for such events, Commissioners will provide the date, location, and purpose of the event for which the rain barrel(s) is/are being used, acknowledging by signature that the use and distribution is in compliance with the District's Ethics Ordinance policy on political activity.

#### **IV. PROGRAM PERFORMANCE**

The District's Maintenance and Operations Department will continue to administer the Rain Barrel Program in cooperation with Engineering and Public Affairs. An assigned resident engineer will administer the rain barrel contract, coordinate deliveries, and document distribution for reporting purposes. The resident engineer will collect the addresses and number of rain barrels delivered and installed. The Office of Public Affairs will document marketing, community outreach and technical assistance and submit this information to the resident engineer for inclusion in an annual report.

#### **V. LABEL**

A label will be affixed to every rain barrel distributed (see Attachment A). The label summarizes the environmental benefits of using rain barrels and green infrastructure.

#### **VI. FORMS**

Draft forms pertaining to this program are attached and will be modified to include information pertaining to the specific participating municipality, community group/non-governmental organization or campus-type facility:

1. Municipal and Community Group/NGO Ordering Instructions - Attachment B
2. Resident Application Form – Attachment C

Attachment A

SAVE WATER    PREVENT FLOODING    IMPROVE WATER QUALITY

55 GALLON  
FOOT-PRINT  
RECYCLED

# Rain Barrel

including:  
MOSQUITO SCREEN  
OVERFLOW DRAIN  
SPIGOT

**This rain barrel is part of the Metropolitan Water Reclamation District of Greater Chicago's green infrastructure program.**  
Green infrastructure helps prevent flooding and improve water quality by keeping storm water out of the sewer system.

Use water from your rain barrel to wash your car, water your garden or lawn, or wash your pet. Do not drink water from a rain barrel. For installation instructions and more information, visit [mwdc.org](http://mwdc.org). Find the MWRD on Facebook and Twitter and show off your rain barrel!

**Attachment B**



# **MWRD Rain Barrel Program**

## **Municipal and Community Group/Non-Governmental Organization Ordering Instructions**

Municipalities and Community Groups/Non-Governmental Organizations in the District's service area may order free rain barrels for their residents.

To qualify for free rain barrels, residents must either live in a municipality that has signed an Intergovernmental Agreement with the District or request them through an organization that has signed a Memorandum of Understanding with the District.

If the resident meets the above criteria, then the municipality or community group/non-governmental organization may call 815-735-9583 or email [sales@upcycle-products.com](mailto:sales@upcycle-products.com) to order rain barrels\*; please write **MWRD Rain Barrel Program** in the subject line.

The following resident information will be required for delivery:

**Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone number** \_\_\_\_\_

**Email address** \_\_\_\_\_

**Number of rain barrels** \_\_\_\_\_

**Color requested (indicate #)** \_\_\_ Terra Cotta \_\_\_ Blue \_\_\_ Black \_\_\_ Gray

**Desired delivery days/times** \_\_\_\_\_

\*A maximum of four rain barrels may be ordered per location.  
Bulk deliveries will continue to be made to organizations and agencies wishing to purchase rain barrels at cost from the District.

Need more information? Visit [www.mwrdd.org](http://www.mwrdd.org) or call (312) 751-6633.

Attachment C

# Free Rain Barrel Program Municipal Application Form for Residents

We are pleased to offer free rain barrels to our residents. Please complete the information needed for delivery.

## Resident's information:

Name: \_\_\_\_\_  
*(Please print)*

Home address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Number of rain barrels requested: \_\_\_\_\_

Rain Barrel Color (indicate #): \_\_\_ Terra Cotta \_\_\_ Blue \_\_\_ Black \_\_\_ Gray

Desired delivery days/times: \_\_\_\_\_

# **EXHIBIT 2**

# Installing Your Rain Barrel

Required tools: Hacksaw, tape measure, goggles, gloves, pen or pencil

Recommended materials: 7'-10' garden hose, concrete blocks and/or pressure treated wood

## 1. Place the Barrel

Rain barrels need to be located near a downspout and on level, pervious (water-absorbing - not paved) ground. Your rain barrel will overflow during heavy rain. Be sure you can direct overflow to pervious ground and away from your (and your neighbor's) home.

Placing your rain barrel on a stable platform will help increase water pressure and make it easier to use a watering can or bucket. Concrete blocks or pressure-treated wood work well for platforms. A full rain barrel weighs approximately 500 pounds, so make sure the platform is sturdy!

If you have a favorite watering can, adjust your platform to make sure it will fit comfortably under the spigot.

## 2. Measure and Cut

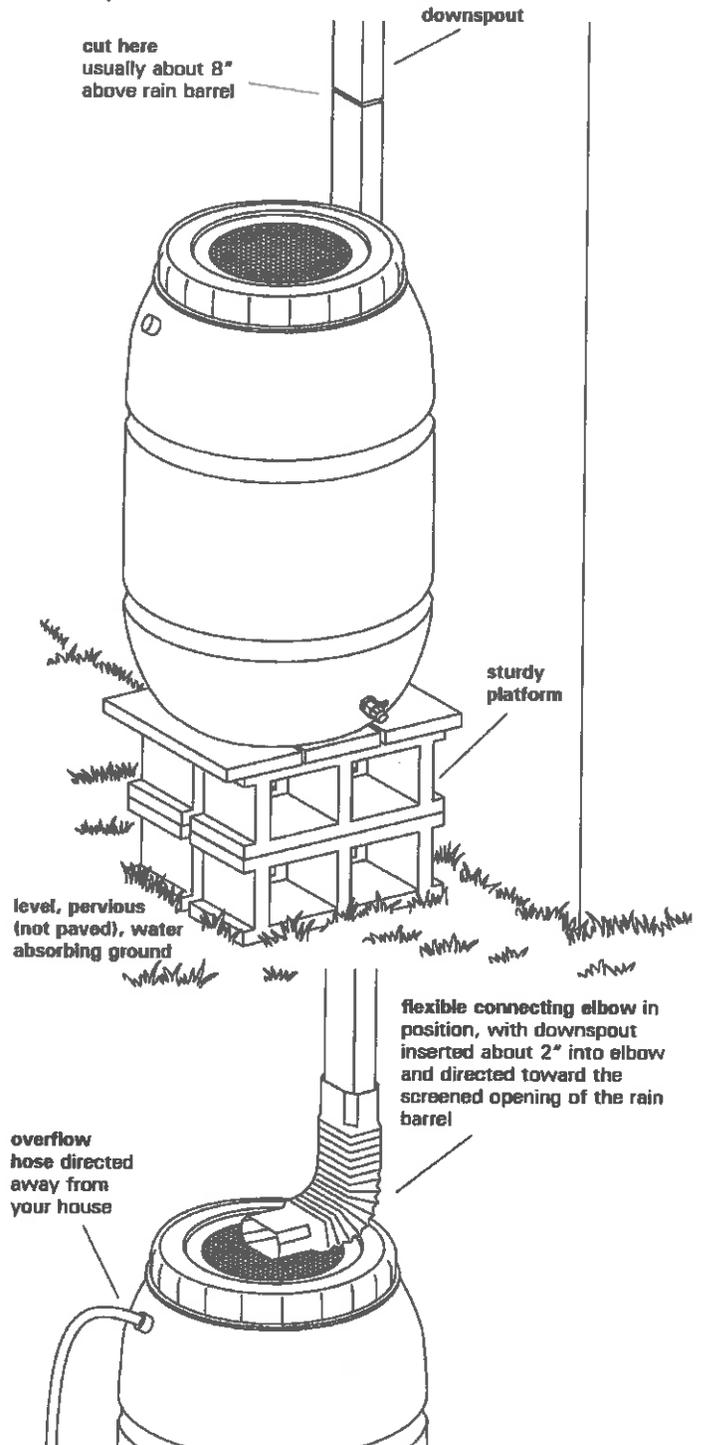
Once your rain barrel is in place, position the flexible elbow (included with your rain barrel) on the barrel and next to the downspout to determine where to cut. The elbow should be aimed at the screened opening on the top of the rain barrel, and the downspout must be inserted about 2" into the elbow. For most installations, it works well to cut the downspout about 8" above the top of the barrel. Keep in mind that the downspout will need to be inserted a couple inches into the connecting elbow. Mark the downspout with a pen or pencil where you will be cutting it.

Once you are sure where to cut, put on your safety goggles and gloves and cut the downspout with a hacksaw.

## 3. Connect

Connect the flexible elbow to the cut downspout by inserting the downspout into the elbow and positioning it so water will flow into your rain barrel. Connect a garden hose to the overflow fitting and direct it away from your house. Depending on the location of your rain barrel and your yard, this hose may need to be at least 7'-10' long.

Cap off the old downspout location on the ground to prevent it from becoming an animal's nest or clogged with debris.



## Metropolitan Water Reclamation District of Greater Chicago

[mwrdd.org](http://mwrdd.org)

Disclaimer: With proper installation, maintenance and use, your rain barrel should function properly. The Metropolitan Water Reclamation District of Greater Chicago assumes no liability for the installation, maintenance or use of your rain barrel. We are not responsible for any rain barrel malfunction; property damage or injury associated with your rain barrel malfunction; property damage or injury associated with your rain barrel, its accessories or contents.

# Maintaining and Using Your Rain Barrel

You can use rain barrel water to wash your car, water your lawn, or clean work boots and tools. Rain barrel water is naturally free of chlorine, lime, and calcium, and some gardeners swear their plants prefer it.

Rain barrel water is runoff from your roof, so do not drink it or use it for bathing! Disconnect your rain barrel if you need to use a moss killer on your roof. Wait for a few rainy days before reconnecting your rain barrel to allow the moss killer to rinse away. Do not use rain barrel water on plants if your home has a copper roof or gutters.

## Oh No, Overflow!

Don't worry, your rain barrel is meant to overflow once it is full. Overflow water will spill from the opening on the top and the overflow fitting. Connect a hose to the overflow fitting to direct the water away from your house. You can also connect a second rain barrel to the first one using the included connecting hose and double the amount of water captured before it overflows.

Check on your rain barrel when it is raining to make sure the overflow is not causing flooding or flowing into your neighbor's property. If your rain barrel is properly installed on a pervious surface, overflow water should be absorbed into the ground. If you see water pooling on your property, consider installing a rain garden, which is a type of landscaping designed to absorb water.

## Regular Maintenance

Regularly check your gutters, downspouts, rain barrel water intake screen, rain barrel mosquito screen and rain barrel spigot for leaks, obstructions or debris. Also, confirm that the lid is secure so children and animals cannot fall into the rain barrel.

## Winterizing

Drain your rain barrel before temperatures drop below freezing and keep the spigot open in the winter so water does not accumulate and freeze.

You can also turn it upside down or bring it inside to ensure no water accumulates in the barrel.

## Preventing Mosquitoes

Your rain barrel comes with a mosquito-proof screen under the lid. When the mosquito netting is intact, and there are no leaks where mosquitoes can enter the barrel, your rain barrel should be mosquito-free.

Remove accumulated water from the top of the barrel every 3-4 days during the rainy season. Mosquitoes need at least 4 days of standing water to develop larvae.

If you believe mosquitoes may be breeding in your rain barrel, empty it completely and let it dry out to kill all mosquitoes.

If you want to customize the appearance of your rain barrel, you can

## Paint Your Rain Barrel

Follow these steps to paint your rain barrel:

1. Wash it thoroughly with soapy water to remove any dust or dirt.
2. Once the barrel is dry, apply a plastic primer designed to adhere to polyethylene plastic. Follow the instructions for the primer, including safety precautions.

Note: Don't skip this step. Primer is important! Paint will not stick to a rain barrel without primer, and house paint primers will not adhere well to rain barrel plastic.

3. Gently buff the primer surface with fine sandpaper to remove any glossy areas.
4. Paint the barrel with artist's acrylic paint. Acrylic paint is durable and won't chip or crack as easily as other paints.
5. Allow several days for the paint to dry completely and apply a clear spray sealant to protect your artwork. Follow the instructions for the spray sealant, including safety precautions. This will protect your work of art from the elements.

## **Items of Interest**

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

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**2015 MEETINGS REMINDER**

June 23, 2015	Village Board Meeting	7:30 p.m.	Village Hall
July 14, 2015	Work Session Meeting	7:30 p.m.	Village Hall
July 28, 2015	Village Board Meeting	7:30 p.m.	Village Hall
August 11, 2015	Work Session Meeting	7:30 p.m.	Village Hall
August 25, 2015	Village Board Meeting	7:30 p.m.	Village Hall
September 8, 2015	Work Session Meeting	7:30 p.m.	Village Hall
September 22, 2015	Village Board Meeting	7:30 p.m.	Village Hall
October 13, 2015	Work Session Meeting	7:30 p.m.	Village Hall
October 27, 2015	Village Board Meeting	7:30 p.m.	Village Hall
November 10, 2015	Work Session Meeting	7:30 p.m.	Village Hall
November 24, 2015	Village Board Meeting	7:30 p.m.	Village Hall
December 8, 2015	Work Session Meeting	7:30 p.m.	Village Hall