

PRESIDENT  
Dr. James L. Discipio

VILLAGE MANAGER  
Julia A. Cedillo

VILLAGE CLERK  
Amanda G. Seidel



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

## VILLAGE BOARD MEETING

Tuesday, FEBRUARY 28, 2012 – 7:30 p.m.

---

### AGENDA

1. **Call meeting to order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Public Participation (Agenda Related Items *Only*)**
5. **Consent Agenda (Roll Call Vote)**
  - A. Approval of Minutes
    - (i) Village Board Meeting – January 24, 2012
    - (ii) Work Session Meeting – February 14, 2012
  - B. Action – Motion to approve the purchase of an AMKUS High Performance Cutter for \$5,800, a System Power Unit for \$6,750, and Two (2) 30 Foot Pump Hoses for \$950 from Paul Conway Shields, of New Berlin, WI
  - C. Action - Motion to Approve the Resolution Approving the DCEO Rebate Agreement in the amount of \$13,800 for the Installation of Variable Frequency Drives on Pump #2 and #3 in the Water Plant
  - D. Action – Motion to Approve Resolution Accepting the Bid from Richmond Electric Co. in the amount of \$15,600
  - E. Action – Motion to Approve the FY 2012-2013 Budget Schedule
  - F. Action – Motion to Approve an Ordinance Amending Chapter 51, Section 51.43 of the Village of La Grange Park Municipal Code Establishing Water Rates
  - G. Motion to Authorize the President and Chairperson of the Finance Committee to sign the register for bills, and authorize the Treasurer and Village Clerk to sign checks in payment of operating bills and salaries as itemized in the Check Registers
  - H. Motion to Authorize the Village Treasurer and Village Clerk to sign checks in the payment of payroll and other bills that become due between this date and March 27, 2012 subsequent approval of the Payroll Register and Voucher Register by the Board of Trustees at its regular meeting to be held on March 27, 2012.
6. **Village Manager's Report**

**VILLAGE BOARD MEETING**  
**Tuesday, FEBRUARY 28 – 7:30 p.m.**

---

**AGENDA (continued – Page 2)**

7. **Administration Committee** – Susan Storcel, Chairwomen
  - A. Monthly Report
8. **Building & Zoning Committee** – Rimas Kozica, Chairman
  - A. Monthly Report
9. **Engineering & Capital Projects Committee** – Marshall Seeder, Chairman
  - A. Monthly Report
10. **Public Safety Committee** – LaVelle Topps, Chairman
  - A. Monthly Report– Police Department
  - B. Monthly Report – Fire Department
11. **Public Works Committee** – Scott Mesick, Chairman
  - A. Monthly Report – Public Works Department
  - B. Monthly Report – Water Department
12. **Finance Committee** – Patricia Rocco, Chairman
  - A. Monthly Report
13. **Public Works Garage Committee** – Scott Mesick, Chairman
  - A. Discussion & Action – Schematic Design Phase
14. **Other Reports**
  - A. Village Clerk
  - B. Village Treasurer
  - C. Village Engineer
  - D. Village Attorney
  - E. Committee and Collectors Report

Action – Motion to Approve Committee and Collectors Report as Presented

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



## **RULES FOR PUBLIC COMMENT**

### **Village Board Work Session Meetings Village Board Meetings**

1. Please step up to the microphone before speaking, and announce your name and address before beginning your comments.
2. After announcing your name and address for the record, you will be allowed to speak for three (3) minutes.
3. You may not use profane or obscene language and you may not threaten any person with bodily harm, or engage in conduct which amounts to a threat of physical harm.
4. (a) Agenda-related comments: The Village President reserves the right to disallow comments that are repetitive of comments previously made during the meeting, or comments that do not relate to agenda items.  
  
(b) Non-agenda-related comments: The Village President reserves the right to disallow comments that are repetitive of comments previously made during the meeting, or comments that do not relate to Village business, Village services or Village governance.
5. The Village of La Grange Park complies with the Americans with Disabilities Act of 1990. If you require accommodations in order to observe or participate in the meeting, please contact Ms. Andy Bagley at (708) 354-0225 between 9:00 and 5:00 before the meeting so that the Village can make reasonable accommodations for you.

## **Consent Agenda Items**

## Village Board Agenda Memo

**Date:** February 16, 2012

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

**From:** Dean J. Maggos, Director of Fire, Building and Emergency Management *DM (gc)*  
Julia Cedillo, Village Manager *JC*

**Re:** Purchase of Hydraulic Rescue Power Unit and Cutter – Grant Funded

---

### GENERAL BACKGROUND:

The Fire Department's hydraulic rescue system and tools can be used in a variety of emergencies, but are mostly commonly used in dealing with the extrication of victims from vehicle crashes. As such, most of this equipment is carried on our rescue pumper, which responds to all vehicle crashes. Some of the components of the system though, need to be updated. For instance, our current hydraulic cutter is not capable of handling many of the ultra high strength steels now being used in the manufacturing of new automobiles.

In 2011, the Fire Department was notified that they had been awarded a \$20,335.00 grant to help fund the purchase of new rescue equipment, including funds to purchase new hydraulic tools, including a new cutter and system power unit. The grant was obtained through the Assistance to Firefighters Grant program, which is comprised of a highly competitive peer review process administered by FEMA and the Department of Homeland Security. Some of the funds from this grant have recently been used to purchase new air lifting bags which was approved by the Board and ordered last month.

Since the notice of the grant award, Fire Department staff assigned to this project met with various vendors, representing various manufacturers, to evaluate new tool systems on the market, and compare cutters and power units that are compatible with our current system and other tools.

### RECOMMENDATION:

After much and careful consideration of the various products available, their related costs and grant funds available, staff recommends the purchase of a new cutter and power unit made by the manufacturer of our current hydraulic rescue system; Amkus. This allows for us to continue using all of the current tools we already have, and handle some of the new challenges we are facing in the field.

More specifically, we recommend the purchase of an AMKUS High Performance Cutter, model AMK-22, for \$5,800.00, a system Power Unit, model GH2S-XL, for \$6,750.00, and

two (2) 30 foot pump hoses for \$950.00. The new equipment will meet the requirements of NFPA 1936, which is the National Fire Protection Association's "Standard on Powered Rescue Tools". Additionally, the cutter is designed for dealing with high strength steels we may now encounter, having a cutting force of over 200,000 lbs, compared to our current cutters which have a force of approximately 60,000 lbs.

The total cost of this purchase will be \$13,500.00, and will actually be made through Paul Conway Shields, of New Berlin, Wisconsin, which is the sole source dealer for AMKUS Rescue Systems in Cook County, IL. There is also an opportunity to trade-in our older Power Unit for \$1,094.00, which staff is still considering.

Of note is a summary of the grant funding and overall rescue equipment purchases.

Total grant award was \$20,335.00, and there is a required 5% local match on the award amount. As such, there are actual funds available up to \$19,319.00.

Our purchases will actually be \$22,140.00, and as such, we will be responsible for a match of \$2,821.00. If we trade in our old Power Unit, we will be responsible for a match of \$1,727.00.

In either event, we should be able to offset the match with funds from within our current Fire Department budget.

**ACTION REQUESTED:**

Motion and Approve the purchase of an AMKUS High Performance Cutter, model AMK-22, for \$5,800.00, a system Power Unit, model GH2S-XL, for \$6,750.00, and two (2) 30 foot pump hoses for \$950.00, from Paul Conway Shields, of New Berlin, Wisconsin. This purchase was discussed at the February 14<sup>th</sup> Work Session with the Village Board reaching consensus on such.

**DOCUMENTATION:**

- Information on Cutter, Power Unit and Hoses
- Photos of Equipment in use at Actual Incidents, Training and Open House
- Proposal from Paul Conway Shields
- Sole Source Provider Letter from AMKUS Rescue Systems
- AFG Grant Award Cover Letter

# AMK-22 Cutter

Part Number 220200001000



## SPECIFICATIONS

Length:	24.7 in.	(627.4 mm)	
Width:	7.5 in.	(190.5 mm)	Performance Level Rating
Depth:	8.9 in.	(226.1 mm)	
Weight (Ready-to-use):	46.0 lbs.	(20.9 kg)	A7
Cutter Opening Distance:	5.0 in.	(127.0 mm)	B6
Cutter Opening Time:	5 seconds		C7
Cutter Closing Time:	6 seconds		D7
Maximum Cutting Force (at top of body):	200,807 lbs.	(893.2 kN)	E8
Rated Input Pressure:	10,500 psi	(724 bar)	

## DESIGN & OPERATIONAL FEATURES

Certified Model NFPA 1936, 2010 edition

EN13204 Designation: AC127F-20.9

*Unique 360 degree rotating handle with eight positions allows rescuer to place the handle in the best position for the desired cutting action*

*Control valve placement provides compact design allowing greater access for the user*

*Tool design provides excellent balance and natural hand placement*

*Capable of automotive cutting requirements*

*Anodized for corrosion protection*



2700 Wisconsin Avenue, Downers Grove, IL 60515-4226

Tel. (630) 515-1800 Fax (630) 515-8866

Website <http://www.amkus.com> E-mail [experts@amkus.com](mailto:experts@amkus.com)

05/27/10  
Rev. 2

# GH2S2-XL POWER UNIT

Part Number 70120G512050



## SPECIFICATIONS

Length	23.0 in.	(584 mm)
Width	16.0 in.	(407 mm)
Width (with one hose loop standard)	19.0 in.	(483 mm)
Height	20.5 in.	(521 mm)
Weight (Ready-to-use)	114.0 lbs.	(51.7 kg)
(Includes gas, engine oil, hydraulic fluid and couplings)		
Fluid Type: AMKUS MV-1 Mineral Base Hydraulic Fluid		
Rated Output Pressure:	10,500 psi	(724 bar)
Hydraulic Fluid Reservoir Capacity:	2.0 gals. US	(7.6 liters)
Delivery of pump, stage 1:	1.2 gpm per port x 2	(4542 cc/min)
Delivery of pump, stage 2:	0.25 gpm per port x 2	(946 cc/min)

## DESIGN & OPERATIONAL FEATURES

-  Certified Model NFPA 1936, 2010 edition
-  EN13204 Designation: MTO
-  Gasoline powered 4 cycle Honda® engine
-  Two high pressure, 2-stage pumping systems
-  Roll cage for protection and hose storage
-  Two tools can be connected and operated simultaneously
-  Two 2-way, 2-position selector valves
-  High pressure, two-stage pumping system
-  Non-toxic mineral base hydraulic fluid
-  Uses lead free gasoline

**AMKUS**  
RESCUE SYSTEMS

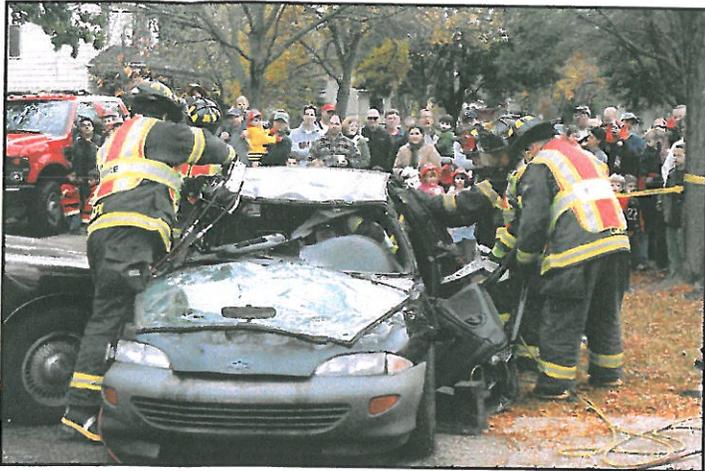
2700 Wisconsin Avenue, Downers Grove, IL 60515-4226  
Tel. (630) 515-1800 Fax (630) 515-8866

Website <http://www.amkus.com> E-mail [experts@amkus.com](mailto:experts@amkus.com)



## Options - Pump Hoses

- Quick connect couplings on one end only. Hoses are directly connected to power unit. Available in red, blue, black and yellow.



1.800.955.8489  
262.782.4437 (FAX)  
www.paulconwayshields.com



PO Box 510086  
14100 W Cleveland Ave  
New Berlin, WI 53151

**PAUL CONWAY**  

---

**S H I E L D S**

February 7, 2012

LaGrange Park Fire Department  
Attn. Lt. John Psenicka  
447 N. Catherine  
LaGrange Park, Illinois 60525

RE: Extrication Equipment

Dear Lt. Psenicka:

Thank you for allowing Paul Conway Shields the opportunity to submit this proposal for the Amkus Rescue equipment that your department has requested.

GH2S-XL	Two-tool simultaneous power unit. Separate hydraulic pumps for completely independent, true-simultaneous operation. With roll cage and a single hose loop. Honda 5.5 H.P. Engine	\$6750.00
PUMP HOSE	30 Foot Pump Hose with quick connect coupling on one end	\$ 475.00 ea.
AMK - 22 Cutter	Designed to handle the ultra high strength steels used in todays new vehicles. Unique 360 degree rotating handle. Maximum Cutting Force: 200,807 lbs.	\$5800.00

Total Package:	\$13,500.00
Trade-in GH2S-XL Power unit:	<u>\$1094.00</u>
Final Package Price:	\$12,406.00

No Delivery Charge.

When delivered, system will be pressure tested and ready to put into service.  
Training will be provided for Department.

If you should have any questions, please do not hesitate to give me a call.

Thank you,  
Ken Swanson  
815-347-0629



February 8, 2012

Attn: Lagrange Park Fire Department

Please be advised that AMKUS, Inc. operates through a dealer network to provide our customers with the best and most efficient service. Each dealer is assigned a specific territory. That dealer is responsible for the customers in the given territory for all AMKUS sales and service.

The dealer is responsible for maintaining an inventory of spare parts to provide quick service to the customers in their territory. The dealer is responsible for installation, service, repair, maintenance and upgrading of the products in their territory using only genuine AMKUS parts.

Please be advised that Paul Conway Shields and Equipment of New Berlin, WI is presently our representative for the sales and service of AMKUS Rescue Systems for Cook County, Illinois. You may contact your sales representative, Ken Swanson, at 815-347-0629.

If I may be of further assistance, please do not hesitate to call.

Best regards,

*Suzanne LeRoux*

Suzanne Le Roux  
Sales Coordinator  
AMKUS, Inc.



**FEMA**  
**COPY**

Mr. Dean Maggos  
La Grange Park Fire Department  
La Grange Park Fire Department  
La Grange Park, Illinois 60526-2099

Re: Grant No.EMW-2010-FO-10070

Dear Mr. Maggos:

On behalf of the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS), I am pleased to inform you that your grant application submitted under the FY 2010 Assistance to Firefighters Grant has been approved. FEMA's Grant Programs Directorate (GPD), in consultation with the U.S. Fire Administration (USFA), carries out the Federal responsibilities of administering your grant. The approved project costs total to \$20,335.00. The Federal share is 95 percent or \$19,319.00 of the approved amount and your share of the costs is 5 percent or \$1,016.00.

As part of your award package, you will find Grant Agreement Articles. Please make sure you read and understand the Articles as they outline the terms and conditions of your grant award. Maintain a copy of these documents for your official file. You establish acceptance of the grant and Grant Agreement Articles when you request and receive any of the Federal grant funds awarded to you. By accepting the grant, you agree not to deviate from the approved scope of work without prior written approval from FEMA.

If your SF 1199A has been reviewed and approved, you will be able to request payments online. Remember, you should request funds when you have an immediate cash need.

If you have any questions or concerns regarding the awards process or how to request your grant funds, please call the helpdesk at 1-866-274-0960.

A handwritten signature in cursive script that reads "Elizabeth M. Harman".

Elizabeth M. Harman  
Assistant Administrator  
Grant Programs Directorate

## VILLAGE BOARD AGENDA MEMO

**Date:** February 8, 2012  
**To:** Village President and Board of Trustees  
**From:** Richard Radde, Interim Director of Public Works *RNR*  
Julia Cedillo, Village Manager *JC*  
**Re:** Installation of Variable Frequency Drive on Pump #2 & #3 – Water Plant

---

### GENERAL BACKGROUND

During the Water Vulnerability Assessment conducted by Strand Engineering in 2005, a recommendation was made to install Variable Frequency Drives (“VFD”) on the high service pumps in the Water Plant. The VFD unit governs the amount of power being supplied to the pump motor. The unit will either speed up or slow down the pump motor, in order to maintain a specific system pressure, or elevated water tank level.

Village Staff researched opportunities for VFD replacement through available grant programs. Staff became aware of, and applied for, a grant through the DCEO (Illinois Department of Commerce and Economic Opportunity) to facilitate significant monetary incentives for organizations for upgrading to energy efficient equipment.

A formal Notice to Proceed was sent to the Village on January 25, 2012, by the DCEO advising that they had reserved \$13,800 for the completion of the project. These funds are legislative discretionary funds, requiring no matching monies from La Grange Park and are earmarked specifically for the purchase and installation of VFD’s for Pump #2 and Pump #3. *Pump #4 had a VFD installed in 2006, and Pump #1 was installed with a VFD in 2008. After completion of this project, all pumps will be installed with VFD units.* The DCEO Rebate Agreement and the DCEO Notice to Proceed Letter are attached. In order to receive the funds, the Agreement requires the signature of the Village President.

\$20,000 has been budgeted for the purchase and installation of two VFD units in the Water Fund – Distribution Department, Capital Outlay, Plant Improvements/Water Mains line item.

Bid specifications for the purchase and installation of the VFD units were prepared by Hancock Engineering. A Request for Bid was mailed to specific contractors who were qualified to perform the installation. The bid opening was held on February 8, 2012, at 10:00am. The following bids were received:

- Richmond Electric Co. Inc.                      \$15,600.00
- Lyons Pinner Electric Co.                      \$20,500.00
- SPD, Inc.    \$20,990.00
- Rags Electric, Inc.                                \$21,700.00

Attached is Hancock Engineering’s Letter of Recommendation for Richmond Electric Co. to perform the project work.

**MOTION / ACTION REQUESTED:**

- Motion to approve the Resolution Approving the DCEO Rebate Agreement
- Motion to approve the Resolution Accepting the Bid from Richmond Electric Co. in the amount of \$15,600.00.

**STAFF RECOMMENDATION:**

Staff recommends that the Village Board authorize the Village President to sign the attached grant agreement. Staff also recommends that the Village Board accept the bid from Richmond Electric to complete the purchase and installation of the VFD equipment, in the amount of \$15,600. After receipt of the DCEO Rebate amount of \$13,800, the installation and purchase of the VFD units will cost the Village \$1,800.00.

**DOCUMENTATION:**

- Resolution Approving the DCEO Rebate Agreement
- DCEO Rebate Agreement – Agreement #4351 for the Village of La Grange Park
- DCEO Notice to Proceed Letter dated January 25, 2012
- Resolution Accepting Bid
- Recommendation from Hancock Engineering
- Bid Proposal Packet (*Due to the size - if you would like to view the Specifications and Bidding Documents, please contact Rick Radde.*)

**RESOLUTION NO. 12-05**

**RESOLUTION APPROVING REBATE AGREEMENT IN THE AMOUNT OF \$13,800.00 WITH THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY (DCEO), FOR THE INSTALLATION OF VARIABLE FREQUENCY DRIVES ON PUMP #2 AND #3 IN THE WATER PLANT**

WHEREAS, the Village of LaGrange Park was the recipient of a Legislative Rebate Award as part of the Illinois Public Sector Energy Efficiency Program 2011-2012 for the purchase and installation of Variable Frequency Drives on Pump #2 and Pump #3 in the Water Plant; and

WHEREAS, the Illinois Department of Commerce and Economic Opportunity (DCEO) has notified the Village of La Grange Park of the rebate award available in the amount of \$13,800.00 toward the completion of this project; and

WHEREAS, prior to receiving the funds, the DCEO has required the execution of Rebate Agreement No. 4351 to govern the provisions of the rebate.

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

1. That the Village of La Grange Park hereby approves DCEO Rebate Agreement No. 4351, attached hereto.
2. The Village President is authorized to execute this agreement.
3. The Village Manager is authorized and directed to take such further actions as deemed necessary and appropriate to implement and administer this Resolution.

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

YES:

NOS:

ABSENT:

Approved this \_\_\_\_ day of February 2012.

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

ATTEST:

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

*APPROVED AS TO FORM-*  
*VILLAGE ATTORNEY – \_\_\_\_\_*



# Illinois Department of Commerce & Economic Opportunity

Pat Quinn, Governor • Warren Ribley, Director

## STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

### REBATE AGREEMENT # 504

**Whereas**, the Illinois Department of Commerce and Economic Opportunity (**Department**) is a public agency of the State, as defined under the Act, and is authorized under the Energy Conservation and Coal Development Act, 20 ILCS 1105/3 et seq., as amended and supplemented, to administer on behalf of the State any energy programs and activities under federal law, regulations or guidelines, and is specifically authorized under the Public Utilities Act, 220 ILCS 5/8-103 et seq., as amended and supplemented ("Public Utilities Act") to administer a portion of the Illinois Energy Efficiency Portfolio ("EEP"); and

**Whereas**, the EEP sets certain statutory requirements to meet incremental annual energy savings goals, procure a minimum percent of the portfolio from local government, schools, and community colleges, and target low income households proportionate to their share of annual utility revenues; and

**Whereas**, Village of LaGrange Park (**Entity**) has submitted an application that has been reviewed and was found to meet all the necessary requirements set forth in the Department's Public Sector Energy Efficiency Program Guidelines and Application; and

**Whereas**, the Department is in receipt of Entity's Public Sector Energy Efficiency Program (PSEEP) application/notice of intent to install a qualifying energy efficient project that produces electricity and/or natural gas savings through efficiency improvements in buildings, equipment, or process;

**THEREFORE**, the Parties enter into this Rebate Agreement (**Agreement**) to set forth their respective responsibilities relative to the rebate described herein, and hereby agree as follows:

1. Requirements

The Entity agrees to comply with all Illinois, federal laws and administrative rules applicable to the provision of services under this contract. The Entity will provide the following services to the Department:

- A. Complete the project tasks and meet the applicable specifications as outlined in the PSEEP Application, attached hereto as **Attachment A**.
- B. Allow the Department to verify compliance with the performance under the provisions of this Rebate Agreement, and grant permission to person or institutions to release information requested by the Department.
- C. Provide any additional documentation as requested by the Department.
- D. The Entity must submit a status report within 90 days from the date of this Rebate Agreement that delineates the completeness of the project tasks as outlined in the application. No status report will be necessary if the Entity has submitted the payment request/certification form pursuant to Section 4 of this Rebate Agreement.

~~The Department agrees to reserve funds necessary to make the payment pursuant to Section 4 of this~~

~~www.ildceo.net~~

Rebate Agreement for the term specified below. The payment will be made once the Department is satisfied that the project tasks in the attached application have been completed, and that all documentation required by this Agreement has been submitted and approved by the Department.

2. Commitments

The Entity agrees that all warranties and representations made by the Entity in the application and this Rebate Agreement are true, accurate and complete for the term of the Agreement, and that should any warranty or representation prove to have been incorrect when made in any material respect it will constitute a default of this Rebate Agreement.

3. Term

The term of this Agreement shall begin on July 1, 2011, and shall terminate on or before the close of business on May 31, 2012. As authorized under the Public Utilities Act, project tasks may commence as of June 1, 2011.

4. Payment

The amount of the rebate for services shall not exceed \$50,000.

To receive payment, the Entity must be approved by the Department and submit final documentation by May 15, 2012. Examples of the final documentation, including the payment request, final application, and certification forms are attached hereto as **Attachment B**.

Obligations of the Department under this Agreement will cease immediately without penalty of further payment being required if in any fiscal year sufficient funding is not available to implement the EEP pursuant to the Public Utilities Act.

5. Grant Funds Recovery Act (30 ILCS 705/1, *et seq.*)

This Agreement is subject to all applicable provisions of the Illinois Grant Funds Recovery Act, including the requirement that any Grant Funds not expended or legally obligated at the expiration or termination of the Grant term must be returned to the Department within 45 days following said expiration or termination. Notwithstanding any provision specified elsewhere in this Agreement regarding the treatment of interest earned on the Grant Funds, any interest earned on Grant Funds that is not expended or legally obligated during the Grant term must also be returned to the Department within 45 days following the expiration or termination of this Agreement.

This Agreement and all books, records and supporting documents related hereto shall be available for inspection and audit by the Department, the Office of Inspector General, the Auditor General of the State of Illinois, the Illinois Attorney General or any of their duly authorized representative(s), and the Grantee agrees to fully cooperate with any audit performed by the Auditor General or the Department. Grantee agrees to provide full access to all relevant materials and to provide copies of same upon request. Failure to maintain books, records and supporting documents required by this Agreement shall establish a presumption in favor of the Department for the recovery of any Grant Funds paid by the Department under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement or expenditure.

Agreements in excess of \$25,000 require, at a minimum, the filing of quarterly reports describing the progress of the program, project, or use and the expenditure of the grant funds related thereto.

6. Notices

Any notice, demand, or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth in this section by any of the following means: (a) personal service, (b) electronic communication, (whether by email [illinois.energy@illinois.gov](mailto:illinois.energy@illinois.gov) or fax 217/785-2618), (c) overnight courier, or (d) registered or certified first class mail, postage prepaid, return receipt requested. Any document submitted pursuant to this Agreement must contain original signatures. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

To Department:

Illinois Department of Commerce  
and Economic Opportunity  
500 East Monroe St.  
Springfield, Illinois 62701

Attn: Tom Coe

To Entity:

Village of LaGrange Park  
937 Barnsdale Rd  
LaGrange Park, IL 60526-2006

Attn. Richard Radde

7. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and shall supersede any and all prior agreements regarding the subject matter hereof.

8. Applicable Law and Severability

This Agreement shall be governed by the laws of the State. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

9. Drug Free Workplace

The Entity certifies that:

- A)  It is a Corporation, Partnership, or other entity (other than an individual) with **24 or fewer employees** at the time of execution of this Agreement.
- B)  That the purpose of this grant is to fund solid waste reduction.
- C)  It is a Corporation, Partnership, or other entity (other than an individual) with **25 or more employees** at the time of execution of this Agreement, or
- D)  That it is an individual.

If Option "A" or "B" is checked this Agreement is not subject to the requirements of the Act.

If Option "C" or "D" is checked and the amount of this rebate is five thousand dollars (\$5,000.00) or more, the Entity is notified that the Drugfree Workplace Act (30 ILCS 580/1 *et seq.*) is applicable to this Agreement, and the Entity must comply with the terms of said Act.

If the Entity is an individual, it certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement.

**WHEREFORE**, the Parties hereby execute this Rebate Agreement by their authorized representatives. Entity's execution of this Agreement shall serve as its certification under oath that Entity has read, understands and agrees to all provisions of this Agreement and that the information contained in the Agreement is true and correct to the best of his/her knowledge, information and belief and that the Entity shall be bound by the same. Entity acknowledges that the individual executing this Agreement is authorized to act on the Entity's behalf. Entity further acknowledges that the award of Grant Funds under this Agreement is conditioned upon the above certification.

DEPARTMENT OF COMMERCE  
AND ECONOMIC OPPORTUNITY

Village of LaGrange Park

By:

By:

\_\_\_\_\_  
Warren Ribley, Director

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date

TIN Certification

Under penalties of perjury, the undersigned certifies on behalf of the Entity that the name and taxpayer information number and legal status listed below are correct:

Name: Village of LaGrange Park

Taxpayer Identification Number:

SSN/FEIN: 36-6005954

Legal Status:

Individual

Estate or Trust

Sole Proprietor

Pharmacy - Non-corporate

Partnership/Legal Corporation

Nonresident Alien

Corporation

Pharmacy/Funeral Home/Cemetery Corp

Not For Profit Corporation

Tax Exempt

Medical Corporation

Governmental

Limited Liability Company (select applicable tax classification)

C - Corporation

P - Partnership

D - Disregarded Entity

Approved by:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Title \_\_\_\_\_

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

**Attachment A**  
**(See Following Pages)**

**Attachment B**  
(See following pages)

**PAYMENT REQUEST/CERTIFICATION**

Application No. FY12 4351

Rebate Agreement No: \_\_\_\_\_

Name and Address:

Village of LaGrange Park  
937 Barnsdale Rd  
LaGrange Park, IL 60526-2006

Amount of Payment: \_\_\_\_\_

**CERTIFICATION**

All expenditures from these project funds are for approved project costs only. Further, I certify that supporting documentation of actual expenditures are on file in my office, and that I have full signature authority to sign on behalf of this organization.

Approved by:

\_\_\_\_\_  
(Signature) Date: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

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

-----  
Department of Commerce and Economic Opportunity

Utility: ComEd

Program Manager \_\_\_\_\_ Code 37-0008 Date \_\_\_\_\_

Fiscal Liaison \_\_\_\_\_ Date \_\_\_\_\_

Authorization/Head of Unit \_\_\_\_\_ Date \_\_\_\_\_

**PROJECT COMPLETION DATE CERTIFICATION**

Application No. FY12 4351

Rebate Agreement No: \_\_\_\_\_

Recipient: Village of LaGrange Park

I hereby make the following certifications under the terms of the above referenced Public Sector Energy Efficiency Program Rebate Agreement.

All project tasks have been completed in accordance with the terms of the Agreement.

All deliverables have been submitted in accordance with the terms of the Agreement.

The Project Completion Date is \_\_\_\_\_.

I further certify that I am authorized to make this certification on behalf of the Recipient named above.

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title (printed)

\_\_\_\_\_  
Name (signed)

\_\_\_\_\_  
Date

**CHECKLIST  
for REBATE AGREEMENT**

After the project is **Complete**, submit entire Rebate Agreement with Attachment A: Pre-Approval Forms and Attachment B: Final Application Forms and required documents that must include:

- Rebate Agreement Section 9: Drug Free Workplace - place a check on the appropriate line.
- Rebate Agreement TIN Certification - verify that the Recipient's federal taxpayer identification number (9-digit FEIN) is correct.
- Authorized official for the Recipient must sign the Rebate Agreement TIN Certification.
- Authorized official for the Recipient must sign the Rebate Agreement.
- Completed PSEE Section 1, Application, Page A-3, check "Final" box
- Completed PSEE Section 2, Building/Facility Information (for each Building), Page A-4
- Signed PSEE Section 3, Applicant Certification, Page A-5
- Manufacturer spec sheets, unless submitted with Pre-Approval or if equipment updated
- Updated PSEE Standard Incentive Worksheet(s) – Appendix B, or Custom Incentive Worksheets (s) – Appendix C for each building
- Invoices and receipts
- Complete and sign the attached Project Payment Certification form.
- Complete and sign the attached Project Completion Date Certification form.
- For lighting projects, submit a Final Light Survey\* for each building (sample form available for your use at [www.illinoisenergy.org](http://www.illinoisenergy.org) under Energy Efficiency)

\*Light Survey for new fixtures to include: room/area, quantity of existing fixtures, description and wattage of existing fixtures, quantity of new fixtures, description and wattage of new fixtures.

\*Light Survey for all lighting retrofits to include: room/area, quantity, description of existing fixtures, number of lamps in existing fixtures and number of lamps in retrofit fixtures. Lamp total shall match number of lamps indicated in the Lighting Incentive Spreadsheet. **Retrofit lamps and ballasts shall be listed at: <http://www.cce1.org/com/com-It/com-It-main.php3>, print out page containing model number and circle the model installed for approval.**

\*Light Survey for Occupancy Sensors to include: room/area, wattage of fixtures controlled.

- Submit to: Tom Coe  
DCEO Illinois Energy Office  
500 E. Monroe Street 11th Fl  
Springfield, IL 62701  
(217)785-2433 phone      217/558-2647 fax  
[tom.coe@illinois.gov](mailto:tom.coe@illinois.gov)



# Illinois Department of Commerce & Economic Opportunity

Pat Quinn, Governor • Warren Ribley, Director

## Notice to Proceed

January 25, 2012

Mr. Richard Radde, Interm Director of Public Works  
Village of LaGrange Park  
937 Barnsdale Rd  
LaGrange Park, IL 60526-2006

RE: Application 4351 Village of LaGrange Park

Dear Mr. Radde:

The Department is in receipt of your Public Sector Energy Efficiency Pre-Approval application to install two VFDs at the Water Distribution Plant. Your application has been reviewed and was found to meet all the necessary requirements to proceed with the proposed project. Please refer to Application #4351 for all correspondence regarding this project.

This letter will serve as your formal **Notice to Proceed** for this project. We have reserved funds for your project, estimated to be \$13,800.00 and they will be held until May 15, 2012. Equipment installation must be completed and all documentation must be submitted to the Department for final review and approval. It is your responsibility to verify that all equipment meets the required specifications.

Please be advised that final documentation must include required 2011-2012 Year 4 documents (see [www.illinoisenergy.org](http://www.illinoisenergy.org) for the latest version). Final documentation must include all required forms as listed in Application Checklist located in Public Sector Energy Efficiency Program 2011-2012 Guidelines, Appendix A, page A-2. Your facility may be selected for a verification site visit.

Upon project completion, please indicate your agreement with these terms by completing the appropriate forms included in the attached Rebate Agreement and return to my attention at Illinois Department of Commerce and Economic Opportunity, Illinois Energy Office, 500 E. Monroe Street, Springfield, IL 62701.

If you have any questions or require any additional information, please feel free to contact me by telephone at (217)785-2433 or by email at [tom.coe@illinois.gov](mailto:tom.coe@illinois.gov).

Sincerely,

Tom Coe  
*Public Sector Energy Efficiency Program*

[www.ildceo.net](http://www.ildceo.net)

James R. Thompson Center  
100 West Randolph Street, Suite 3-400  
Chicago, Illinois 60601-3219  
312/814-7179 • TDD: 800/785-6055

2309 West Main, Suite 118  
Marion, Illinois 62959-1180  
618/997-4394 • TDD: 800/785-6055

500 East Monroe  
Springfield, Illinois 62701-1643  
217/782-7500 • TDD: 800/785-6055

**RESOLUTION NO. 12-06**

**RESOLUTION ACCEPTING BID PROPOSAL FOR  
PURCHASE/INSTALLATION OF VARIABLE FREQUENCY DRIVES ON  
PUMP #2 and PUMP #3 IN THE WATER PLANT**

WHEREAS, the installation of a Variable Frequency Drive (“VFD”) units on Pump #2 and Pump# 3 have been recommended for the Water Plant; and

WHEREAS, the Village has received notice of a rebate award available in the amount of \$13,800.00 from the Illinois Department of Commerce and Economic Opportunity (DCEO), for the purchase and installation of these VFD units; and

WHEREAS, the Village has budgeted sufficient funds to cover the difference between the rebate award and the cost of the project; and

WHEREAS, a Request for Bid was mailed to specific contractors who were qualified to perform the installation, and a bid opening was held on February 8, 2012; and

WHEREAS, the Village has received a bid proposal from Richmond Electric for \$15,600.00, for the purchase and installation of the VFD units. Hancock Engineering has provided a Letter of Recommendation that the Village proceeds with this project with said contractor.

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

1. That the Village of La Grange Park hereby accepts the proposal of Richmond Electric in the amount of \$15,600.00; and
2. The Village Manager is authorized and directed to take such further actions, as deemed necessary and appropriate to implement, administer and enforce this Resolution.

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

YES:

NOS:

ABSENT:

Approved this \_\_\_\_ day of February 2012.

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

ATTEST:

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

APPROVED AS TO FORM-  
VILLAGE ATTORNEY – \_\_\_\_\_

February 8, 2012

President and Board of Trustees  
Village of LaGrange Park  
447 North Catherine Avenue  
LaGrange Park, Illinois 60526

Re: Variable Frequency Drive Installation for Pump No. 2 and Pump No. 3  
Bid Opening Results

Dear President and Board of Trustees:

Bids were received for the above referenced project on February 8, 2012. We offer the following comments and recommendations on the bid results.

The plans and specifications for the project were obtained by six (6) contractors, and the Village received bids from four (4) qualified companies. A summary of the bids received is as follows:

Richmond Electric Co Inc.	\$15,600.00
Lyons Pinner Electric Co.	\$20,500.00
SPD, Inc.	\$20,990.00
Rag's Electric Company Inc.	\$21,700.00
Engineer's Estimate	\$27,500.00

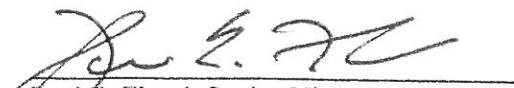
The bids were checked and found to be in order. The lowest bidder Richmond Electric Co. Inc. is a well-qualified, local Chicago area contractor who has satisfactorily completed municipal projects in the suburban area surrounding Chicago. They have a sufficient work force in which to complete this project in the allotted time. It is our recommendation that the Village accept the bid proposal submitted by Richmond Electric Co Inc. in the amount of \$15,600.00.

We have enclosed a copy of the bid tabulation for the project and the original bid proposals.

Please feel free to contact our office should you have any questions or require additional information.

Very truly yours,

EDWIN HANCOCK ENGINEERING CO.

  
Paul E. Flood, Senior Vice President

Enclosures

cc: Ms. Julia Cedillo, Interim Village Manager (W/Bid Tab)  
Mr. Rick Radde, Interim Director of Public Works (W/Bid Tab)

**BID TABULATION**

**BID DATE & TIME:** Wednesday, February 8, 2012 @ 10:00 A.M.

**PROJECT:** Variable Frequency Drive Installation for Pump No. and Pump No. 3  
 k:/bidtabs/LAGRNGPK/01305 - Variable Frequency Drive Standby

		ENGINEER'S ESTIMATE		Richmond Electric Co., Inc.		Lyons Pinner Electric Co.		
	QUANTITY	UNIT	PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1. Low Voltage Variable Frequency AC Drive Installed, Complete, Pump No. 2	1	L.S.	13,750.00	13,750.00	7,800.00	7,800.00	10,250.00	10,250.00
2. Low Voltage Variable Frequency AC Drive Installed, Complete, Pump No. 3	1	L.S.	13,750.00	13,750.00	7,800.00	7,800.00	10,250.00	10,250.00
<b>TOTAL AMOUNT OF BID</b>				<b>\$ 27,500.00</b>		<b>\$ 15,600.00</b>		<b>\$ 20,500.00</b>

		SPD Incorporated		Rag's Electric Company, Inc.	
	QUANTITY	UNIT	PRICE	TOTAL PRICE	TOTAL PRICE
1. Low Voltage Variable Frequency AC Drive Installed, Complete, Pump No. 2	1	L.S.	10,495.00	10,495.00	10,850.00
2. Low Voltage Variable Frequency AC Drive Installed, Complete, Pump No. 3	1	L.S.	10,495.00	10,495.00	10,850.00
<b>TOTAL AMOUNT OF BID</b>				<b>\$ 20,990.00</b>	<b>\$ 21,700.00</b>

# **Village Board Agenda Memo**

**Date:** February 6, 2012  
**To:** Village President & Board of Trustees  
**From:** Julia Cedillo, Village Manager *gc*  
**RE:** FY 2012-2013 Budget Schedule

---

The purpose of this memo is to provide an update to the Board regarding the development of the upcoming FY 2012-2013 Budget and the Five Year Plan - Fiscal Years 2013-2017.

Finance Director Pierre Garesche has completed preliminary work on the Budget while Village Manager Julia Cedillo is in the process of completing the draft Five Year Plan. During the month of February, the Administration Department will be completing the Five Year Plan and the draft Budget and its descriptive summaries, corresponding charts and graphs.

Below please find a preliminary Budget Schedule\* to review these documents, for the Finance Committee's and the Village Board's consideration:

- Tuesday, March 13, 2012 at 6:00 p.m. – Finance Committee Meeting – Review the Draft Five Year Plan - Fiscal Years 2013-2017
- Tuesday, March 13, 2012 Work Session – Review and Discussion of Draft FY 2012-2013 Budget and Draft Five Year Plan - Fiscal Years 2013-2017
- Tuesday, April 10, 2012 Work Session – Review and Discussion – Adopt FY 2012-2013 Budget and Fiscal Years 2013-2017 Five Year Plan
- Tuesday, April 24, 2012 Village Board Meeting – Action – Adopt FY 2012-2013 Budget and Fiscal Years 2013-2017 Five Year Plan

**Action Requested:**

Motion to approve the FY 2012 Budget Schedule.

\*Other meetings to review the draft Budget and Five Year Plan may become necessary, and will be scheduled accordingly.

# Village Board Agenda Memo

**Date:** February 23, 2012

**To:** President & Board of Trustees

**From:** Julia Cedillo, Village Manager 

**RE:** Water Rate Increase

---

## GENERAL BACKGROUND:

The Village purchases its water supply from the Brookfield North Riverside Water Commission (BNRWC). The Village has been advised that the BNRWC approved a twenty percent (20%) increase in the rate they charge to their customers from \$2.85 per thousand gallons to \$3.42 per thousand gallons effective January 1, 2012. The BNRWC took this action in response to a 25% increase from their supplier, the City of Chicago. Since January 1, 2012, the Village has been paying the new rate to the BNRWC.

Upon receiving this information the Village has examined the impact of this rate change on the condition of the Water Fund. Based on this increase and other demands on the fund the staff is recommending that the Village Board approve an increase in the Village's rate from \$4.96 per 100 cubic feet to \$5.58 per 100 cubic feet. This equates to a 12.5% adjustment.

For the Board's information the table below lists the most recent water rate increases approved by the Board.

Rate per 100 cu. ft.	Approved	Effective Date	% Increase
3.51	4/9/2002	5/1/2002	NA
3.60	1/7/2003	2/1/2003	2.56
3.68	1/13/2004	2/1/2004	2.22
3.83	1/25/2005	2/1/2005	4.08
3.90	2/28/2006	3/1/2006	1.83
4.30	2/26/2008	5/1/2008	10.26
4.73	2/24/2009	5/1/2009	10.00
4.96	3/23/2010	5/1/2010	5.00
5.58		3/1/2012	12.50

Last year the BNRWC approved a five cent (.05) increase in the rate they charge to their customers from \$2.80 per thousand gallons to \$2.85 per thousand gallons effective January 1, 2011. This increase was not attributable to an increase in rates from the supplier, the City of Chicago. Instead, this small increase was due to the BNRWC's overall cost in delivering water to the customers. As a result of this increase, the Village did not raise its rates to customers.

The last series of substantial water rate increases attributable to the supplier, the City of Chicago, were in 2008, 2009, and 2010. This year, as part of the City of Chicago's approved Budget, it was reported that the City of Chicago will increase its water rates as follows:

25% effective January 1, 2012  
15% effective January 1, 2013  
15% effective January 1, 2014  
15% effective January 1, 2015

Past experience is such that the City of Chicago has implemented rate increases consistent with their previous announcement. In the same vein the BNRWC has increased its rates as well.

It should be noted that the West Central Municipal Conference (WCMC), for which we are one of 38 member communities, has established a Regional Water Rate Task Force in response to the substantial water rate increases imposed by the City of Chicago. The Task Force will monitor and analyze the propriety of the multi-year increases as it relates to water supply.

Village Staff has reviewed the BNRWC water rate increase in light of our Village's current water and sewer rates and with regard to anticipated infrastructure improvement projects planned for FY 2012 and the Five Year Plan. As such, it is necessary that the Village pass along the water rate increase to ensure financial feasibility of necessary improvements. The proposed Village water rate increase is substantially a pass-through of the BNRWC rate increase as 12.3% of the 12.5% is attributable to the increased cost of purchasing water.

The ordinance attached hereto would authorize an increase of 12.5% in the water rate effective March 1, 2012. This would change the current rate from \$4.96/100 cu. ft. to \$5.58/100 cu. ft.

**MOTION / ACTION REQUESTED:**

**Motion:**           **Move to approve, "An Ordinance Amending Chapter 51, Section 51.43 of the Village of La Grange Park Municipal Code Establishing Water Rates."**

**STAFF RECOMMENDATION:**

It is recommended that the Village Board approve the ordinance establishing new water rates. This action will maintain the financial integrity of the Water Fund so that it can meet its fiscal obligations and provide the necessary financial resources to maintain a reliable water system. Failure to provide for a rate increase may necessitate larger rate increases in the future to accommodate future increases from the water suppliers and restore the fund's financial condition.

**DOCUMENTATION:**

- Ordinance Amending Chapter 51, Section 51.43 of the Village of La Grange Park Municipal Code Establishing Water Rates
- Memos regarding the WCMC Water Rate Task Force (WCMC and Village of Melrose Park)
- Village Board Agenda Memo – Dated February 1, 2011

**ORDINANCE NO. 946**

**AN ORDINANCE AMENDING CHAPTER 51,  
SECTION 51.43 OF THE VILLAGE OF LA GRANGE  
PARK MUNICIPAL CODE ESTABLISHING WATER RATES**

WHEREAS, the Village of La Grange Park operates and maintains a municipal water system to provide potable water to all water users connected to said municipal water system; and

WHEREAS, the Village of La Grange Park purchases its total supply of potable water from the Brookfield North Riverside Water Commission pursuant to a long term supply contract; and

WHEREAS, the Brookfield North Riverside Water Commission has imposed new and higher rates to the Village of La Grange Park for the purchase of potable water; and

WHEREAS, the President and Board of Trustees, after reviewing the circumstances and ramifications of the water rate increase imposed by the Brookfield North Riverside Water Commission, have determined that it is in the best interests of the Village to increase the rates charged to customers of the Village of La Grange Park water system;

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

SECTION 1: That Section 51.43 of Chapter 51 of the Village of La Grange Park Municipal Code is repealed and the following Section 51.43 is substituted therefor:

**Section 51.43 Rates Established.**

The water rate which shall be paid by every person using the Village water supply shall be as follows:

(a) Five dollars and fifty-eight cents (\$5.58) for each one hundred (100) cubic feet of water if the payment is received by the due date printed on the bill.

(b) Six dollars and fourteen cents (\$6.14) for each one hundred (100) cubic feet of water if the payment is received after the due date printed on the bill.

(c) A minimum bill shall be calculated on the basis of six hundred (600) cubic feet for those persons using less than 600 cubic feet of water during the billing period.

(d) The above rates are to be effective March 1, 2012.

SECTION 2: All ordinances of this Village in conflict herewith are hereby repealed.

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

APPROVED by the President and Board of Trustees of the Village of La Grange Park, Cook County, Illinois this 28<sup>th</sup> day of February, 2012.

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

ATTEST:

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

APPROVED AS TO FORM - VILLAGE ATTORNEY: \_\_\_\_\_

**MEMBER COMMUNITIES**

- Bellwood
- Berkeley
- Berwyn
- Broadview
- Brookfield
- Cicero
- Countryside
- Elmwood Park
- Forest Park
- Forest View
- Franklin Park
- Harwood Heights
- Hillside
- Hodgkins
- Indian Head Park
- LaGrange
- LaGrange Park
- Leyden Township
- Lyons
- Lyons Township
- Maywood
- McCook
- Melrose Park
- Norridge
- Northlake
- North Riverside
- Oak Park
- River Forest
- River Grove
- Riverside
- Rosemont
- Schiller Park
- Stickney
- Stone Park
- Summit
- Westchester
- Western Springs
- Willow Springs

**ASSOCIATE MEMBERS**

- Brookfield Zoo
- Triton College
- Morton College
- Norwood Park Twp Hwy Dept.
- Proviso Twp
- Stickney Twp
- Village of Bensenville
- City of Elmhurst

**PRESIDENT**

- Jeffrey Tobolski
- McCook

**VICE PRESIDENT**

- Sam Pulia
- Westchester

**TREASURER**

- James Discipio
- LaGrange Park

**PAST PRESIDENT**

- Marilynn May
- River Grove

**EXECUTIVE DIRECTOR**

- Richard F. Pellegrino



2000 Fifth Avenue, Building N  
 River Grove, IL 60171  
 ph 708/453-9100 fax 708/453-9101  
 www.westcook.org

TO: WCMC Members  
 FROM: Richard F. Pellegrino, Executive Director  
 DATE: October 27, 2011  
 RE: Regional Water Rate Task Force

Please be informed that the West Central Municipal Conference has established a Regional Water Rate Task Force, relative to the proposed budgetary water rate increase by the City of Chicago Administration.

In this regard, Mayor Ronald M. Serpico of Melrose Park has graciously agreed to serve as Chairman of the Task Force during the initial phases of formulation and will providing guidance for a meeting date, time and location.

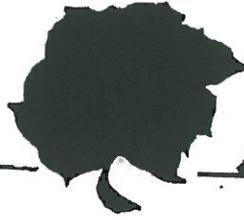
Additionally, the General Counsel of the WCMC, attorney Michael DelGaldo will be taking the lead relative to any and all legal aspects.

As many of you are aware, the "proposed" City of Chicago budget purportedly delineates an annual rate percentage increase of 25% the first year; a 15% increase for years two and three respectively.

Accordingly, the Task Force will monitor and analyze the propriety of such a staggering proposal as it relates to one of the most fundamental of all human commodities, viz. our water supply



Ronald M. Serpico  
MAYOR



# Village of Melrose Park



Mary Ann Paolantonio Salemi  
CLERK

- TRUSTEES -

Anthony N. Abruzzo  
Arturo J. Mota

Jaime Angulano  
Anthony J. Prignano

Cathy Cossident-Italia  
Mary Ramirez-Taconi

November 1, 2011

Fellow Mayors and Managers:

As set forth in the attached letter dated October 19, 2011 from the Department of Water Management for the City of Chicago (the "City"), the City has introduced its 2012 Budget which calls for steep increases in water rates for suburban communities for the upcoming years.

The proposed increases are unreasonable, would hamper commerce and restrain trade in our communities and most importantly would burden suburban residents and require them to bear the burden of Chicago's significant budget deficit. We all understand that Mayor Emmanuel, like all of us, is charged with establishing a balanced budget for the community that he serves. None of us, however, have asked the City's residents to bear our communities' fiscal responsibilities.

The West Central Municipal Conference ("WCMC") has established a Regional Water Rate Task Force to address this issue (the "Task Force"). I have agreed and I am happy to chair the Task Force.

The Task Force has scheduled a meeting on November 18, 2011 at the Village of Melrose Park's Multi-Purpose Room, 1000 North 25<sup>th</sup> Avenue, Melrose Park, Illinois, 60160. The meeting will commence at 10:00 a.m. and last no longer than 11:30 a.m. I sincerely hope that you can join me, with the rest of the Task Force, so that we can band together to address this issue regarding our residents' water supply.

Sincerely,

Ronald M. Serpico  
Mayor  
Village of Melrose Park

Attach

# Village Board Agenda Memo

**Date:** February 1, 2011  
**To:** Village President & Board of Trustees  
**From:** Julia Cedillo, Interim Village Manager  
**RE:** Water Rate Discussion

---

## GENERAL BACKGROUND:

The Village purchases its water supply from the Brookfield-North Riverside Water Commission (BNRWC). The Village has been advised that the BNRWC approved a five cent (.5) increase in the rate they charge to their customers from \$2.80 per thousand gallons to \$2.85 per thousand gallons effective January 1, 2011. This increase is not attributable to an increase in rates from the supplier, the City of Chicago. Instead, this small increase is due to the BNRWC's overall cost in delivering water to the customers, which has not been increased in over two years.

With this new information in hand, Village staff will examine the impact of this rate change on the condition of the Water Fund. In light of this small increase and other demands on the fund, staff will evaluate whether an increase in the Village's rate is recommended, which is currently \$4.96 per 100 cubic feet. Should the evaluation show that an increase to the water rate is warranted, staff will bring this matter back to the Board for its consideration in March or April of this year.

For the Board's information the table below lists the most recent water rate increases approved by the Board.

Rate per 100 cu. ft.	Approved	Effective Date	% Increase
3.51	4/9/2002	5/1/2002	NA
3.60	1/7/2003	2/1/2003	2.56
3.68	1/13/2004	2/1/2004	2.22
3.83	1/25/2005	2/1/2005	4.08
3.90	2/28/2006	3/1/2006	1.83
4.30	2/26/2008	5/1/2008	10.26
4.73	2/24/2009	5/1/2009	10.00
4.96	3/23/2010	5/1/2010	5.00

The draft Five-Year Plan, does not include any increases beyond FY 10-11. Anticipated future increases will be re-evaluated with the annual updating of the Five-Year Plan and once the BNRWC determines its rates.

## MOTION / ACTION REQUESTED:

None requested. This memo is for informational purposes only.

## DOCUMENTATION:

- Letter notification from Brookfield-North Riverside Water Commission

# Memorandum

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

**FROM:** Julia Cedillo, Village Manager

**DATE:** February 23, 2012

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

---

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

	<u>First Half of February</u>	<u>Second Half of February</u>
General Fund	\$ 211,079.06	\$ 39,910.66
2004 Debt Service Fund	- 0 -	- 0 -
Water Fund	145,816.02	14,827.49
Motor Fuel Fund	14,354.89	- 0 -
Sewer Fund	4,961.46	2,587.21
Emergency Telephone	2,356.59	2,997.21
Trust & Agency Fund	1,129.99	294.29
Working Cash Fund	- 0 -	- 0 -
Capital Projects Fund	- 0 -	4,145.00
Total	\$ 392,212.51	\$ 64,761.86

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

	<u>Last week of Jan.</u>	<u>First Half of Feb</u>	<u>Last Half of Feb.</u>
General Fund	\$ 159,195.07	\$ 142,683.85	\$ 160,515.34
Water Fund	10,036.12	11,224.04	9,453.39
Sewer Fund	3,838.23	3,789.19	3,813.66
Trust & Agency	- 0 -	- 0 -	- 0 -
Total	\$ 173,069.42	\$ 157,697.08	\$ 173,782.39

# Public Works Garage Committee

Scott Mesick, Chairman

LaVelle Topps

Susan Storcel

# Village Board Agenda Memo

Date: February 8, 2012  
To: Village President and Board of Trustees  
From: Emily Rodman, Assistant Village Manager *ERC* -  
Julia Cedillo, Village Manager *JC*  
RE: **Public Works Garage – Schematic Design Phase**

---

## GENERAL BACKGROUND

The Village formally began its assessment of the existing Public Works facility and options for repair/replacement in the fall of 2006. Over the next four years, the Village evaluated potential repair and new construction options, worked to secure partial funding for the project through legislative funds in the 2009 Capital Bill and budgeted for the eventual construction of the facility.

*(Please see the PowerPoint presentation provided by Village Manager Julia Cedillo at the January 24<sup>th</sup> Village Board meeting for additional details on the history of the project.)*

## PHASES OF DESIGN

### *Conceptual Design Phase*

In the fall of 2010, the Village entered into a contract with Legat Architects (Legat) to proceed with the first phase of building design, referred to as “conceptual design,” based on a pre-identified budget of approximately \$1.2 million (see Attachment A for more information on Conceptual Design). The conceptual design phase included meeting with staff and the Public Works Garage Committee (PWGC) to evaluate existing space, capital, and infrastructure and to determine needs for the new and/or repaired facility. Legat was charged with drafting a preliminary floor plan, site plan, exterior elevation and developing an estimation of costs for two scenarios: 1) repair of the north portion of the facility and 2) replacement of the north section.

In developing the conceptual design, Legat worked with the PWGC and Village staff to design a building that could meet the Village’s needs within the identified cost constraints, essentially working backwards from an “ideal” facility to develop a functioning facility within the Village’s budget. As a result, the conceptualized facility (Attachment B) would need to be constructed in phases, with only the first phase of the project being feasible within the identified budget. The remaining two phases could be constructed at a later date if the Village’s budget allowed.

In February 2011, the Village Board opted to halt further design development and refrain from spending additional funds on the project until it was confirmed that the Capital Bill grants would be upheld.

In November 2011, the Village was notified by DCEO that the Capital Bill grants previously awarded to the Village would be funded. In preparation for proceeding with the grants, staff met with Legat Architects in December 2011 to review the previously developed conceptual design. In that meeting, staff expressed concerns about the structural integrity of the attached building design. Staff was further concerned about the costs associated with bringing the 1960s building up to code under the attached design. Finally, staff was concerned that if the future phases of the facility were never constructed, the overall integrity and functionality of the Public Works facility would be limited. Staff felt the facility should be designed “looking forward”, that is, based on functionally first and then scaled back (in size and materials used) to meet budget constraints as necessary. As a result, during the meeting, staff worked with Legat to informally sketch an alternative layout of the facility that provided optimum functionality both internally within the facility and externally on the site and eliminated all structural integrity concerns. This modified conceptual design was presented to the PWGC at their January 26<sup>th</sup> meeting (Attachment C). It should be noted that the modified conceptual design was not designed to meet the Village’s previously identified budget. Recognizing this incongruence, staff prepared a modification to the conceptual design that brings a detached conceptual design within the previously set budgetary limits (Attachment D).

#### *Schematic Design*

The conceptual design phase of a project is intended to provide the client with a general idea of how space may lay out on a given piece of property and how different components of that space may relate to one another. This phase of design is based on preliminary data regarding existing infrastructure, space needs, and construction costs. The conceptual design is not intended to, and cannot accurately reflect the final layout of the proposed facility, as a more detailed evaluation and significantly more data is required to refine the design.

Thus, the second phase of design, referred to as “schematic design,” is the process by which the Village, working with Legat and their team of consultants, will identify the specific infrastructure improvements and space needs requirements for the new Public Works facility. During this process, the size and relationship of rooms will be determined along with the general layout of furniture and fixtures within those spaces. The building is “laid out” on the site in direct relationship to existing infrastructure and the Village will begin to evaluate alternative building materials to be used. Civil and mechanical engineers are brought on board (by Legat) to provide a written evaluation of the necessary mechanical systems (electrical, plumbing, HVAC, etc.) and to assist in determining space needs for the various systems. Preliminary code review is also undertaken to ensure that the design of the building will meet all required state and local codes and regulations.

As these items are further refined, the project budget is also further refined through the identification of the specific space and infrastructure needs and materials used. Through the

merger of this additional data, a schematic design (which may go through several iterations) is developed. The schematic design includes a site plan, floor plan, two exterior elevations, a cross section of the building, written narratives on infrastructure needs, and a per square foot cost estimate for the facility. Based on recent conversations with Legat, Marc Rhode anticipates that project costs for a steel building have increased anywhere between 3% and 10% since the original estimates were generated in November 2010. Thus, staff will work with Legat through the schematic design process to evaluate alternative building materials and designs to keep the project within the identified budget. At the end of the schematic design phase, the Village should have an agreed upon design for the new Public Works facility and a more concrete understanding of costs associated with project.

Under the Village's proposed contract with Legat (Attachment E), the cost to complete the schematic design phase would be \$13,260.00.

#### *Design Development*

The third phase of design is referred to as "design development." During this phase, all elements of the project are further refined and building systems (mechanical, electrical, plumbing, etc.) and building materials and finishes are established. A final code review is completed to ensure the design complies with applicable codes and regulations and a refined line-item cost estimate is prepared. As part of the design development phase, drawings for each element of the project are prepared, including all architectural plans (site plan, floor plan, building elevations, cross sections, etc.), mechanical and engineering plans. Upon the completion of the design development phase, the next step is to draft the construction documents, the final documents used by contractors to build the facility.

#### **PROJECT MANAGEMENT**

While the Village has hired Legat Architects to assist with the design of the Public Works facility, Village staff will be managing the project through the entire design and construction process. The Village has assembled a team of staff members including Assistant Village Manager Emily Rodman, Interim Public Works Director Rick Radde, a representative from Hancock Engineering and Building Inspector Rob Wierzba, to work directly with Legat. During the schematic design phase, the Village team will be working collaboratively with Legat's team to ensure that the final schematic design meets the needs of the Village, while staying within the identified budget.

Legat anticipates it will take approximately four weeks working closely with the Village's project team to complete the schematic design process. Based on this timeline, staff anticipates that the resulting schematic design will be presented to the PWGC in early April and to the Village Board at their April work session.

#### *Construction Management / Project Delivery*

While the schematic design phase is underway and prior to proceeding with the design development phase, the Village should consider what approach it would like to employ when proceeding with construction of the facility. Typically, property owners approach construction

in one of three ways: the “Design/Bid/Build” approach, the “Design/Build” approach or the “Construction Management (CM)” approach. Please see Attachment F for a diagram detailing the various approaches. It should be noted that regardless of the approach selected, Village staff will continue to oversee the project through completion.

To assist in the further evaluation of which approach the Village should employ with construction of the facility, Village staff, in conjunction with Legat and an established construction contractor, would like to provide a presentation on the pro’s and con’s of each approach. This presentation will be provided at the March 13<sup>th</sup> Village Board Work Session.

**MOTION / ACTION**

Discuss the approval to move forward with the schematic design phase of the Public Works Garage project and to execute the contract for schematic design services with Legat. If there is a consensus, this item will be placed on the Agenda for approval at the February 28<sup>th</sup> Board meeting.

**RECOMMENDATION**

Staff recommends the Village proceed with pursuing the schematic design phase. As part of the design process, staff and the PWGC recommend the Village consider a detached building design, if feasible.

**OTHER CONSTRUCTION CONSIDERATIONS**

**INFRASTRUCTURE RELOCATION AND OTHER SOFT COSTS**

At the January 26<sup>th</sup> PWGC meeting, Village staff reported to the Committee that there are existing underground utilities that will need to be relocated to accommodate construction of a new building. These utilities include water, sewer, and electrical lines. The costs associated with the relocation of these lines are not currently included in the project budget. To minimize the impact on the budget, Legat recommends that the Public Works Department complete as much of the relocation work as possible in-house. Interim Public Works Director Rick Radde believes that the Department has the expertise and capacity to assist with some of the work. Staff has provided a brief summary below of how the Public Works Department may be able to assist with the utility relocation work and the associated estimated costs.

*Water*

The Public Works Department believes they will be able to complete the entire water line relocation in-house with material costs estimated at \$20,000. It should be noted that regardless of the location of the new Public Works building, an upgrade to the existing water line would be necessary in order to retrofit the existing (1953 building) with a sprinkler system.

### *Electric*

The electric relocation work would need to be completed by an outside contractor. However, the Public Works Department is able to conduct trenching, backfill and restoration work related to the electric line relocation, thereby reducing the overall cost. (Public Works previously assisted with this work at Village Hall.) With Public Works performing the aforementioned work, staff estimates the cost to complete the electric line relocation work will be \$35,000.

### *Sewer*

Due to the complexity associated with relocating the sewer line, this work would need to be completed by an outside contractor. There may be some opportunity for the Public Works Department to complete portions of the necessary work to reduce costs, but this would need to be further evaluated with the contractor selected. The estimated cost for relocating the sewer line is \$45,000.

In order to accommodate the additional utility relocation costs, the Village may incorporate the added costs into the existing project budget. However, in order to maintain the existing budget, the square footage of the new building would likely need to be substantially reduced. Therefore, staff recommends that the utility relocation costs be budgeted separately and the work be completed prior to construction beginning on the new facility. To offset these additional costs, Village staff would continue to seek grant opportunities for construction costs related to the new Public Works facility or other budgeted items.

### *Environmental Concerns*

At the January 26<sup>th</sup> PWGC Meeting, there was also discussion about whether a Phase 1 Environmental Study would need to be completed for the site. In 2005/2006 the Village was required to complete environmental remediation related to a leaking underground storage tank. The remediation was completed and in 2006 the Village received a No Further Remediation (NFR) Letter indicating that all environmental contamination related to the leak had been remediated. According to Village Engineer Paul Flood, since the Village obtained the NRF letter and there are no remaining underground tanks located on the site, the Village does not need to conduct any further environmental assessment of the underlying property (land).

### *Structural Soil Boring Test*

While a Phase 1 Environmental Study for the land will not be required, the Village will need to conduct soil borings on the site where the new building will be constructed. Soil boring tests are completed to evaluate the quality and compilation of the soil and to assist in engineering the design of the building. The soil borings will be conducted once the Village and Legat have determined the final location of the new building. The estimated cost for conducting soil borings is approximately \$5,000.00.

### *Hazardous Materials - Building*

Prior to demolishing or renovating an existing building, Cook County requires that property owners obtain certification that there are no hazardous materials present in the building. Based

on the age of the existing Public Works facility (1953 building), Village staff believes the structure may contain hazardous materials such as asbestos, lead, mercury, etc. In order to determine if any hazardous materials are present, the Village will need to conduct a Demolition Survey of the building. If the Survey identifies that hazardous materials may be present, the Village will need to conduct further studies (as required by State and Federal regulations) to confirm their presence and determine the extent to which they exist in the facility. Once those studies are completed, the Village will be required to have the hazardous substances removed by licensed contractors certified to remove hazardous materials. Staff estimates the cost to complete the Demolition Survey will be \$3,000 - \$4,000. Costs for further studies and remediation will depend on if, and to what extent, hazardous materials are identified. It should be noted that regardless of whether the existing building is entirely demolished, or simply renovated, a hazardous materials survey will be required.

#### **DOCUMENTATION**

- Attachment A – Design Phases Overview
- Attachment B – Conceptual Design
- Attachment C – Modified Conceptual Design (Detached)
- Attachment D – Staff Modified Conceptual Design – Per Budget
- Attachment E – Proposed Contract with Legat Architects
- Attachment F – Construction Delivery Approaches

# Design Phases - Overview

## AIA Standards Guide These Design Phases

### Conceptual Design

- The focus is on programming
- Looks at staff, users, is client focused
- Based on what we have & what we need
- Is a graphic presentation of the program
- What is "X" size and what does it fit on the site?
- Who is adjacent to whom?
- Not trying to be a building
- Concept is used to establish estimate budget

#### What Data does the architect use for this process?

- Past known costs
- Past experience
- Cost estimators
- National databases

### Schematic Design

- Design starts to look like a real building
- Show individual rooms
- Exterior Elevations
- Fixtures, some furniture built in to assist in space allowances
- Preliminary Code Review
- Identifies doorways and windows
- First blush at materials
- Not designing mechanical systems
- Written narratives on mechanical systems

#### Deliverables:

- Site Plan by Civil Engineer
- Floor Plan
- 2 exterior elevations
- Cross Sections
- Written Narratives
- Per sq. ft. estimates

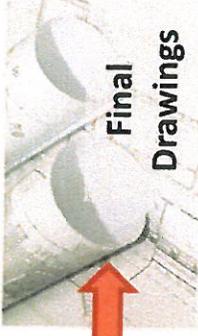
### Design Development

Consider Construction Management Approaches

- Further development of all drawings
- All elevations
- All systems identified (HVAC, electrical, plumbing)
- All materials identified
- Colors
- Know what building will be
- Final Code Review

#### Deliverables:

- "Front End" specifications designed
- Division 0 – send to Village
- Division 1 – send to Village Attorney
- Division 2 – Outline of specs
- Design Drawings, incl. systems, duct work, outlets
- All systems completely listed
- Refined Cost estimates





Village of La Grange Park Public Works Dept.  
Final Conceptual Design Master Plan

LEGAT ARCHITECTS

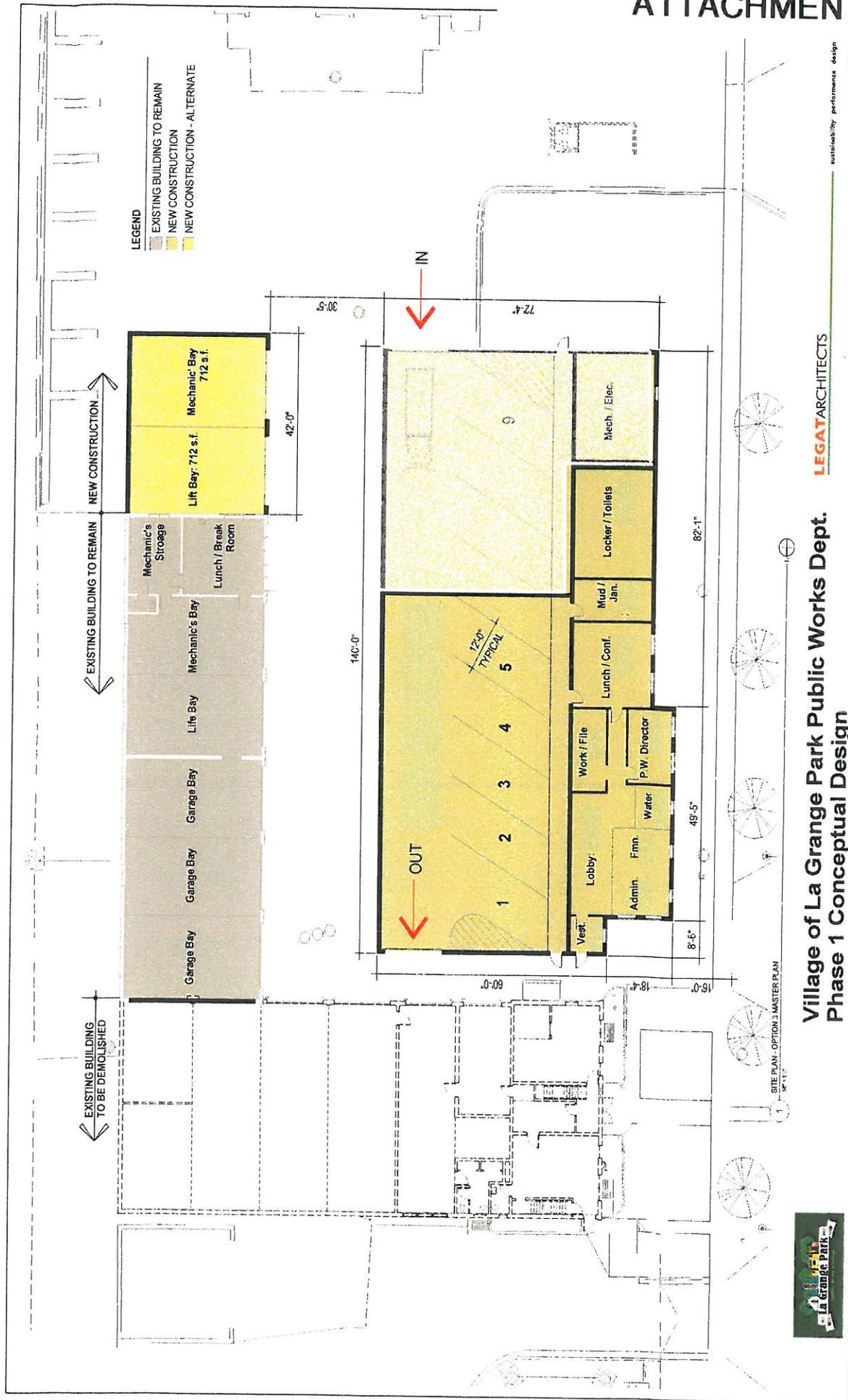
Architecture, Planning & Design  
November 2, 2010

1 SITE PLAN - OPTION 2 MASTER PLAN  
1/8" = 1'-0"



Sketch modified to estimated square footage within Village's established budget — approximately 6,775 SF

# ATTACHMENT D



Village of La Grange Park Public Works Dept.  
Phase 1 Conceptual Design

LEGAT ARCHITECTS

autoCAD/Revit performance design  
January 26, 2012

February 15, 2012

VIA e-mail

Ms. Julia Cedillo  
Village Manager  
Village of La Grange Park  
447 N. Catherine  
La Grange Park, IL 60526

Re: Addition to the Public Works Facility  
Architect's Project Number: 21025.BD – La Grange Park  
**Proposal to Provide Professional Architectural Services – Schematic Design**

Dear Ms. Cedillo:

Legat Architects ("Architect") is pleased to have the opportunity to continue to provide professional architectural services to the Village of La Grange Park. We have enjoyed working together with the Public Works Garage Committee over the past several months, and we understand that the Village desires Legat Architects to move forward with the Schematic Design phase of the project. The purpose of this letter is to confirm our understanding of the scope of work and to identify the professional services to be provided and related fees.

## 1.0 Project:

- 1.1 Village of La Grange Park – Addition to the Public Works Facility
- 1.2 Public Works Facility, 937 Barnsdale, La Grange Park, IL

## 2.0 Project Parameters:

2.1 Project Objective: Design and construction of additions to the existing public works facility.

- The Scope of Work ("Work") for this proposal will include Schematic Design Services for the overall project.
- The program for the design was finalized and dated January 7, 2011, and is attached herein for reference.
- The budget for the project was finalized and dated January 7, 2011, and is attached herein for reference.

## 2.2 Project Activities:

2.2.1 Provide Schematic Design drawings, written descriptive narratives, and probable estimates of construction cost for the scope of work identified in item 2.1 above.

## 2.3 Budget Parameters:

2.3.1 The total project budget, including construction costs, soft costs, and professional fees is \$1,229,824.00.

Ms. Julia Cedillo  
Village of La Grange Park  
**Proposal to Provide Professional Architectural Services**  
February 15, 2012  
Page 2 of 4

2.3.2 An updated cost estimate for the project that fulfills the parameters set forth in Section 2.3.1 shall be provided at the end of Schematic Design.

2.4 Time Parameters: To be determined in conjunction with the Village.

2.5 Project Delivery Method: To be determined.

### **3.0 Architect's Scope of Service:**

3.1 Legat Architects proposes to complete the scope of professional architectural services in accordance with the basic services outlined in AIA Document B101 - Standard Form of Agreement Between Owner and Architect, 2007 edition, for Schematic Design only, as modified by the Contract for Services between the Village and Legat Architects and exhibits thereto (the "Contract"). In the event of a conflict between the AIA Document B101 and the Contract, the Contract shall control.

3.2 Services excluded from this Agreement include detailed take-off cost estimating, the preparation of Design Development and Construction Documents, Bidding, Construction Administration, and the preparation of record (as-built) documents.

3.3 Legat Architects agrees to engage a Village team consisting of the Village Manager or Assistant Village Manager, Village Building Code Inspector, Director of Public Works and representative from Hancock Engineering (Client Team) in a collaborative design process in the development of the Schematic Design.

### **4.0 Deliverables:**

4.1 Schematic Design Documents consist of drawings including a site plan, floor plan, two (2) exterior elevations, a building cross section, narratives of all mechanical systems (including electrical, plumbing, HVAC, fire protection, civil engineering, structural engineering, and architectural) and any other required drawings to establish the Schematic Design for the project.

4.2 An updated estimate of probable cost for the project will be provided at the end of Schematic Design.

### **5.0 Schedule:**

5.1 Legat Architects proposes the following schedule: To be determined.

5.2 The schedule is subject to decisions made in timely manner pertaining to the documents submitted by the Architect for review in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

Ms. Julia Cedillo  
Village of La Grange Park  
**Proposal to Provide Professional Architectural Services**  
February 15, 2012  
Page 3 of 4

## **6.0 Compensation:**

- 6.1 The Client will compensate the Architect based on 9.5% of the construction cost as identified in the Contract for Construction. For the purpose of Schematic Design, the Client will compensate the Architect based on 15% of the 9.5% of the construction cost as identified in the Cost Estimated dated January 7, 2011, which is a Lump Sum of \$16,000.00 (15% x \$106,697.00).
- 6.2 As described in our previous proposal dated August 3, 2010, there will be a credit to the Village for the design option that was selected in Phase 1. The selected option was Option 2, which was for a fee amount of \$2,740.00.
- 6.3 Total fee for this phase will be \$13,260.00.
- 6.4 Reimbursable Expenses will be in addition to the Architect's compensation and shall be invoiced using the multipliers indicated below times the expenses incurred by Legat Architects.
- 6.4.1 Reproduction costs for drawings, specifications, addenda, reports, etc. required to be submitted at the end of each contractual phase and for bidding purposes shall be invoiced at 1.10 times.
- 6.4.2 Postage and delivery charges for any materials specifically related to this work shall be invoiced at 1.10 times.

## **7.0 Client's Responsibilities:**

- 7.1 The Client will provide access to the project site and facilities and to all original construction drawings, as-built documents, etc. that document the existing conditions.
- 7.2 The Client will designate a representative authorized to act on the Client's behalf with respect to the Project. The authorized representative will render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

## **8.0 Miscellaneous Provisions:**

- 8.1 Unless otherwise provided in this Agreement, the Architect and Architect's consultants will have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
- 8.2 Estimates of Probable Cost will be completed by referencing several sources, including active construction projects involving Legat Architects, R.S. Means Construction Cost Data, and historical construction

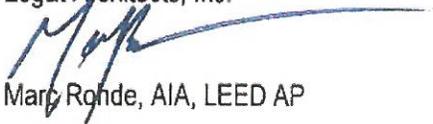
Ms. Julia Cedillo  
Village of La Grange Park  
**Proposal to Provide Professional Architectural Services**  
February 15, 2012  
Page 4 of 4

information. A final Estimate of Probable Cost will be completed when the Construction Documents are 95% complete (not included as part of this proposal).

If you have any questions regarding this proposal, please contact me at your earliest convenience.

Thank you.

Sincerely,  
Legat Architects, Inc.



Marc Rohde, AIA, LEED AP

MCR/MR

ATTACHEMENTS      Final Space Needs Analysis dated January 7, 2011  
                                 Preliminary Cost Estimate dated January 7, 2011

cc                        Patrick Brosnan, Berry DeSimone, Legat Architects

File: 21025.00 – La Grange Park – A1

ACCEPTANCE        An agreement with Legat Architects, Inc. may be initiated by completing of the acceptance block below and returning one copy of this proposal to Legat Architects, Inc.

We accept the terms of this Proposal as modified by the Contract referenced herein:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**CONTRACT FOR SERVICES BETWEEN LEGAT ARCHITECTS, INC.  
AND THE VILLAGE OF LA GRANGE PARK**

This Contract for Services ("Contract") is made and entered into between LEGAT ARCHITECTS, INC., an Illinois corporation ("LEGAT"), and the VILLAGE OF LA GRANGE PARK, a municipal corporation ("VILLAGE") on this \_\_\_ date of February, 2012.

WHEREAS, LEGAT has offered and the VILLAGE has agreed to engage LEGAT for Schematic Design Services for Additions and Renovations to the Public Works building at 937 Barnsdale Road, La Grange Park (the "Project"), on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained, the VILLAGE and LEGAT agree as follows:

1. **SCOPE OF SERVICES:** LEGAT shall provide the services set forth in this Contract and in the Scope of Services attached hereto as Exhibit A and in the letter dated 2/15/2012 from Legat Architects (which are incorporated into this Contract and made a part hereof), and such other services as the parties may hereafter agree upon in writing ("Services").
2. **DUTY OF THE VILLAGE:** The Assistant Village Manager and Village Manager will respond on a timely basis to requests by LEGAT for data and information (to the extent available to the VILLAGE) to assist LEGAT in the performance of its services hereunder. LEGAT shall communicate with the VILLAGE only through the Assistant Village Manager or, in her absence, the Village Manager.
3. **COMPENSATION:** As compensation for LEGAT's services hereunder, the VILLAGE shall pay LEGAT a Lump Sum Fee of \$16,000 (the "Fee") based upon 15% of the total architectural fee of 9.5% of total construction cost, as identified in the Cost Estimate dated January 7, 2011, less the portion of the total fee already paid of \$2,740. No other amount shall be paid by the VILLAGE to LEGAT for time, costs or expenses incurred in the performance of this Contract except as agreed upon in advance in writing by the VILLAGE (through its Village Manager or Assistant Village Manager).
4. **RELATIONSHIP OF THE PARTIES.** The parties understand and agree that LEGAT is an independent consultant of the VILLAGE and that LEGAT shall not hold itself out as a joint venturer, employee or agent of the VILLAGE. LEGAT shall have no authority to bind the VILLAGE in any manner for any purpose or to assume or create any obligation of any kind, expressed or implied, on behalf of the VILLAGE.
5. **CONFIDENTIALITY:** LEGAT shall treat all information and data supplied to it by the VILLAGE as highly confidentiality and shall not disclose such information or data to any person or entity without the express written authorization of the VILLAGE.
6. **INSURANCE:** LEGAT shall secure general liability and errors and omissions insurance to cover all services provided under this Contract in such amounts as the VILLAGE deems necessary. LEGAT shall deliver certificates evidencing such insurance

naming the VILLAGE as additional insured to the VILLAGE simultaneously with its execution of this Contract.

7. **INDEMNIFICATION:** LEGAT agrees to indemnify, defend, and hold harmless the VILLAGE and its officers, trustees, agents and employees, (including the payment of reasonable attorneys fees and costs) from any claims, demands, judgments, costs, expenses, losses, audits, damages or liability of any type, nature and description whatsoever arising out of, related in any way to LEGAT's negligence in the performance of its services, or failure of LEGAT to timely, carefully and accurately perform its services as prescribed by this Contract. These indemnification provisions shall survive the termination of this Contract and shall not be limited or in any way affected by insurance policies required to be maintained pursuant to this Contract.

8. **GOVERNING LAW:** This Contract shall be construed in accordance with and governed by Illinois law. Any lawsuit, brought by either party against the other party must be brought in the State of Illinois.

9. **NOTICES:** All notices, communications and/or demands given pursuant hereto shall be in writing and shall be deemed sufficient if sent by email to the VILLAGE in care of its Village Manager, Julia Cedillo, at [jcedillo@lagrangepark.org](mailto:jcedillo@lagrangepark.org) and to LEGAT in care of its Project Manager, Marc Rohde, at [MRohde@legat.com](mailto:MRohde@legat.com).

10. **WAIVER:** The terms or covenants of this Contract may be waived only by a written instrument executed by both parties hereto. The failure of any party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by any party of any term or covenant contained in this Contract, whether by conduct or otherwise, in any one more instances, shall be deemed to be, or construed as, a further or continuing waiver of any breach, or a waiver of the breach of any other term or covenant contained herein, at the same or any prior or subsequent time.

11. **ENTIRE CONTRACT; AMENDMENTS:** This Contract sets forth the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, arrangements and understanding, written or oral, relating to the subject matter hereof. This Contract may be amended, superseded, cancelled, renewed or extended, only by a written instrument executed by both parties hereto.

IN WITNESS WHEREOF, LEGAT and the VILLAGE OF LA GRANGE PARK have executed this Contract as of the date and year first written above.

**LEGAT ARCHITECTS, INC.**

**VILLAGE OF LA GRANGE PARK**

By: \_\_\_\_\_  
Patrick Brosnan, AIA, LEED AP, President

By: \_\_\_\_\_  
Julia Cedillo, Village Manager

## EXHIBIT A

# LEGAT ARCHITECTS SCOPE OF SERVICES

### **Schematic Design:**

Legat Architects will provide professional architectural services in accordance with the basic services outlined below.

(Excerpt from: AIA Document B101, 2007 Edition)

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information created previously as part of a separate project, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.3 The Architect shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, and preliminary building plans, sections and elevations; and may include digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

**Budget Parameters:** The total project budget, including construction costs, soft costs, and professional fees is \$1,229,824.00. An updated estimate of probable cost for the project, consistent with this budget, will be provided at the end of Schematic Design.

**Deliverables:** Those items set forth in 4.1 and 4.2 of the Legat Proposal dated 2/15/2012.

# Village of La Grange Park Public Works Dept.

FINAL Space Needs Analysis - Phased Plan

7-Jan-11

LEGATARCHITECTS

Room Number	Room	Room Type		Phase 1				Phase 2 (Possible Alternate Bldg to Option 1)				Phase 3							
		Existing	New	F.T. Staff	P.T. Staff	Seas. Staff	Space NSF	Total Spaces	F.T. Staff	P.T. Staff	Seas. Staff	Space NSF	Total Spaces	F.T. Staff	P.T. Staff	Seas. Staff	Space NSF	Total Spaces	
<b>1.0</b>	<b>ADMINISTRATION</b>																		
	Entry Vestibule		X	0	0	0	80	1											
	Lobby / Reception / Waiting Area		X	0	0	0	120	1											
	Administrative Assistant Area (open office area)		X	1	0	0	100	1											
	Public Works Foreman's Area (open office space)		X	1	0	0	100	1											
	Water Operator's Area (open office space)		X	1	0	0	100	1											
	Public Works Director's Office		X	1	0	0	200	1											
	Conference Room		X	0	0	0	168	1											
	Work / Copy / File Room		X	0	0	0	168	1											
	<b>Staff Totals</b>			4	0	0	868	4											
	<b>Net Square Footage Totals</b>						217												
	<b>Circulation Factor - 25%</b>						1,085												
	<b>TOTAL GROSS SQUARE FEET (existing and proposed)</b>																		
<b>2.0</b>	<b>COMMON AREAS</b>																		
	General Work Shop		X	3	0	0	0	0											
	<b>Staff Totals</b>			3	0	0	0	0											
	<b>Net Square Footage Totals</b>						0												
	<b>Circulation Factor - 10%</b>						0												
	<b>TOTAL GROSS SQUARE FEET (existing and proposed)</b>						0												
<b>3.0</b>	<b>SHOP AREAS</b>																		
	General Work Shop		X	3	0	0	0	0											
	<b>Staff Totals</b>			3	0	0	0	0											
	<b>Net Square Footage Totals</b>						0												
	<b>Circulation Factor - 25%</b>						0												
	<b>TOTAL GROSS SQUARE FEET (existing and proposed)</b>						0												
<b>4.0</b>	<b>SUPPORT</b>																		
	Lunch / Conference / Training Room		X	0	0	0	384	1											
	Kitchenette / Coffee Area (in Lunch Room above)		X	0	0	0	16	0											
	Men's Locker / Toilet Room		X	0	0	0	380	1											
	Women's Locker / Toilet Room		X	0	0	0	200	1											
	Janitor Closet		X	0	0	0	48	1											
	Mechanical Room (some equipment in room, other on mezz.)		X	0	0	0	180	1											
	Water Service Room		X	0	0	0	140	1											
	Electrical Room		X	0	0	0	140	1											
	Mud Room		X	0	0	0	140	1											
	I.T. / Technology Closet		X	0	0	0	12	1											
	<b>Staff Totals</b>			0	0	0	1,640	0											
	<b>Net Square Footage Totals</b>						410												
	<b>Circulation Factor - 25%</b>						2,050												
	<b>TOTAL GROSS SQUARE FEET (existing and proposed)</b>																		
<b>5.0</b>	<b>STORAGE</b>																		
	Tool Storage		X	0	0	0	0	0											
	General Building Storage		X	0	0	0	0	0											
	General Building Storage		X	0	0	0	0	0											
	Barricade Storage		X	0	0	0	0	0											
	<b>Staff Totals</b>			0	0	0	0	0											
	<b>Net Square Footage Totals</b>						0												
	<b>Circulation Factor - 15%</b>						0												
	<b>TOTAL GROSS SQUARE FEET (existing and proposed)</b>						0												

Legend for Space Type:

P=Private Office, O=Open Area, OW=Open Workstation, SEC = Secured Room/Space

2-10073\_SpaceNeeds\_Fall 2011.xlsx



# Village of La Grange Park Public Works Dept.

## Phase 1 Construction

Preliminary Cost Estimate - January 7, 2011

LEGATARCHITECTS

Phase	Building or Space Type	Units	Cost/ unit	Total Cost
<b>HARD COSTS</b>				
<b>NEW CONSTRUCTION*</b>				
1.0	Administration	1,085 s.f. x	\$115 =	\$124,775
2.0	Common Areas	0 s.f. x	\$115 =	\$0
3.0	Shop Areas	0 s.f. x	\$115 =	\$0
4.0	Support	2,050 s.f. x	\$115 =	\$235,750
5.0	Storage	0 s.f. x	\$115 =	\$0
6.0	Fleet Maintenance	0 s.f. x	\$115 =	\$0
7.0	Heated Vehicle Storage	3,640 s.f. x	\$115 =	\$418,600
		6,775 s.f. total		
		\$115.00 /s.f.		
<b>Subtotal - New Construction</b>				<b>\$779,125</b>
<b>EXTERIOR/SITE CONSTRUCTION</b>				
	General Sitework (estimate - no scope defined)	1.2 acres x	\$125,000 =	\$150,000
	Site Construction (recycling area, trash enclosure, etc.)	1 allow. x	\$13,000 =	\$13,000
<b>Subtotal - Exterior/Site Construction</b>				<b>\$163,000</b>
<b>EXISTING BUILDING DEMOLITION</b>				
	Administration Area Demolition - 22'-0" high	26,950 c.f. x	\$0.35 =	\$9,433
	Garage Area Demolition - 18'-0" high	91,800 c.f. x	\$0.35 =	\$32,130
	Basement Area Demolition and Infill - 10'-0" high	63,820 c.f. x	\$0.35 =	\$22,337
<b>Subtotal - Existing Building Demolition</b>				<b>\$63,900</b>
<b>TOTAL HARD COST:</b>				<b>\$1,006,025</b>
<b>SOFT COSTS</b>				
	Design Contingency (5%)			\$50,301
	Construction Contingency (5%)			\$50,301
	Technology Wiring and Connection Allowance			\$1,500
	Computer Systems (none at this time - move existing)			\$0
	Furniture (none at this time - move existing)			\$0
	Vehicle Lift			\$15,000
	A/E Design Fees			\$106,697
<b>TOTAL PROJECT COST:</b>				<b>\$1,229,824</b>

\* Costs per square foot are based on Means Building Construction Cost Data for the following categories: Low Rise Office, Warehouse & Office Combination, Warehouse and Storage Buildings, Municipal Repair Garages, and Parking Garages. The assumption is that the project will be constructed out of the most cost effective building materials possible, including the use of metal siding, and possibly a metal manufactured building. Actual materials will be defined if this option is selected.

Legend for Unit Type:

s.f. = square feet; l.s. = lump sum; allow. = allowance

Emily Rodman

---

**From:** Marc Rohde [MRohde@legat.com]  
**Sent:** Thursday, February 16, 2012 12:44 PM  
**To:** Emily Rodman  
**Cc:** Geri Hartmann; Patrick Brosnan  
**Subject:** Village of La Grange Park - Revised Contract

**Attachments:** 21025\_La Grange Park PW\_Phase 2 SD.pdf



21025\_La Grange  
Park PW\_Phase ...

Emily,

Attached please find the signed proposal letter. The president of our firm, Patrick Brosnan, has to sign all contracts, and I have forwarded the contract to him. We will scan the contract and follow-up with two original copies in the mail.

Thanks,

Marc

Marc Rohde, AIA, LEED AP

630.645.1926 direct  
630.399.4670 cell  
630.990.3541 fax

Legat Architects  
2015 Spring Rd. Suite 175  
Oak Brook, IL 60523

>>> Emily Rodman <erodman@lagrangepark.org> 2/15/2012 1:49 PM >>>

Marc,

Attached are the redlined and clean version of our contract. The changes you made to the proposal letter are acceptable. I've attached the clean version of the proposal letter as well. Could you please execute both the proposal letter and the contract and scan and email them back to me? We'll include the executed version in the VB packet for 2/28 and have you bring signed originals to the meeting.

Thanks!

E. Rodman, AICP  
Assistant Village Manager  
Village of La Grange Park  
www.lagrangepark.org

# Construction Delivery Approaches

## Traditional Design/Bid/Build

- Owner enters into two sequential contractual arrangements in three phases.
- The project is first designed through to construction documents and then the owner goes to bid for construction.
- The prime contractor builds the project in accordance to specifications.
- Competitive Bidding (Lowest Qualified Bidder)
- Little to no risk control.
- Subject to Change Orders:
  - Builder may determine that design is not cost effective, or
  - Builder may determine that design elements do not work, or
  - Village will have to be the intermediary and determine the course of action – owner gets “caught in the middle.”

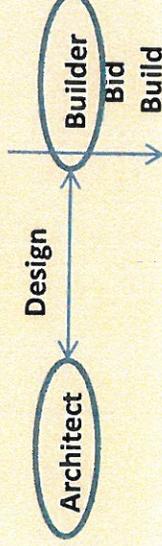
### Linear Process (Phases)

1. Design– Architect
2. Bid – Village
3. Build - Builder

## CM At Risk

- Allows overlap in the design & construction phases and to obtain significant constructability input during the design phase of a project.
- The owner contracts separately but somewhat simultaneously with designer and contractor.
- Owner selects (through RFP) a contractor to perform construction management services and construction work in accordance with plans and specifications.
- The CM has significant input during the design phase.
- The CM will subcontract part or all of its construction scope to specialty contractors as soon as that part of the design is completed.
- When the design is complete, the CM guarantees the maximum price of the project.

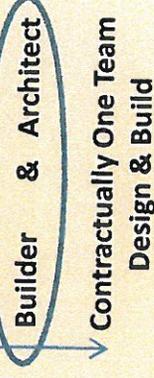
### Two Separate Teams Working Together



## Design Build

- Permits an owner to contract with one entity with both in-house design and construction capabilities.
- The total cost of the design and construction are contained in one contract.
- The hired team is at risk for cost, schedule, quality and management of the project.
- Owner avoids typical conflict as to responsibility for unanticipated problems between the contractor and the designer.
- Less conventional but common in private sector, becoming more common in federal government.
- Builder committed (guaranteed) to maximum price.
- Open book accounting.
- Builder led.
- Can go to RFP for process.

### One Team (Builder Led)



## Items of Interest

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

**Strategic Meeting on Community Development  
Mattone's**

**Monday, February 27, 2012  
6:30 p.m. –**

**2012 Springfield Legislative Conference & Reception**

**Wednesday, March 28, 2012**

---

**2012 MEETINGS REMINDER**

March 13, 2012	Work Session Meeting	7:30 p.m.	Village Hall
March 27, 2012	Village Board Meeting	7:30 p.m.	Village Hall
April 10, 2012	Work Session Meeting	7:30 p.m.	Village Hall
April 24, 2012	Village Board Meeting	7:30 p.m.	Village Hall
May 8, 2012	Work Session Meeting	7:30 p.m.	Village Hall
May 22, 2012	Village Board Meeting	7:30 p.m.	Village Hall
June 12, 2012	Work Session Meeting	7:30 p.m.	Village Hall
June 26, 2012	Village Board Meeting	7:30 p.m.	Village Hall
July 10, 2012	Work Session Meeting	7:30 p.m.	Village Hall
July 24, 2012	Village Board Meeting	7:30 p.m.	Village Hall
August 14, 2012	Work Session Meeting	7:30 p.m.	Village Hall
August 28, 2012	Village Board Meeting	7:30 p.m.	Village Hall
September 11, 2012	Work Session Meeting	7:30 p.m.	Village Hall
September 25, 2012	Village Board Meeting	7:30 p.m.	Village Hall
October 9, 2012	Work Session Meeting	7:30 p.m.	Village Hall
October 23, 2012	Village Board Meeting	7:30 p.m.	Village Hall
November 13, 2012	Work Session Meeting	7:30 p.m.	Village Hall
November 27, 2012	Village Board Meeting	7:30 p.m.	Village Hall
December 11, 2012	Work Session Meeting	7:30 p.m.	Village Hall