PRESIDENT
Dr. James L. Discipio

VILLAGE MANAGER
Julia A. Cedillo

VILLAGE CLERK
Amanda G. Seidel

EST. La Grange Park 1892

~Village of Roses~

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

VILLAGE BOARD MEETING

Tuesday, MARCH 25, 2014 – 7:30 p.m.

AGENDA

1. **Call meeting to order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Public Participation (Agenda Related Items *Only*)**
5. **Consent Agenda (Roll Call Vote)**
   No discussion. Trustees wishing to discuss any of the items below MUST request that item be removed from the Consent Agenda prior to motion to approve.

   A. Approval of Minutes
      (i) Strategic Planning Work Session Meeting – January 30, 2014
      (ii) Village Board Meeting – February 25, 2014
      (iii) Executive Session Meeting – February 25, 2014
      (iv) Work Session Meeting – March 11, 2014
      (v) Executive Session Meeting – March 11, 2014

   B. Action – Street Segment Overlay – Various Areas in the Village *Motion: To accept the lowest bid from Brothers Asphalt Paving in the amount of $63,850, for completion of asphalt overlay patching to be performed in the Village of La Grange Park*

   C. Action – Water Rate Increase *Motion: Approve an Ordinance Amending Chapter 51, Section 51.43 of the Village of La Grange Park Municipal Code Establishing Water Rates*

   D. Action – *Motion to Authorize the President and Chairperson of the Finance Committee to sign the register for bills, and authorize the Treasurer and Village Clerk to sign checks in payment of operating bills and salaries as itemized in the Check Registers*

   E. Action – *Motion to Authorize the Village Treasurer and Village Clerk to sign checks in the payment of payroll and other bills that become due between this date and April 22, 2014 with subsequent approval of the Payroll Register and Voucher Register by the Board of Trustees at its regular meeting to be held on April 22, 2014*

6. **Village Manager's Report**
   Action – Finance Director Appointment *Motion to appoint Larry Noller as Director of Finance effective April 3, 2014*

447 N. Catherine Avenue, La Grange Park, Illinois 60526-2099
708/354-0225 • Fax 708/354-0241 • www.lagrangepark.org

AGENDA (continued – Page 2

7. **Administration Committee** – Robert Lautner, Chairman
   A. Monthly Report
   B. Discussion & Action - Residential Waste Hauler Contract *Motion: to Approve a Contract for Residential Collection and Transportation of Municipal Solid Waste with Allied Waste Services of North America*

8. **Building & Zoning Committee** – Michael Sheehan, Chairman
   A. Monthly Report

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

10. **Public Safety Committee** – Mario Fotino, Chairman
    A. Monthly Report– Police Department
    B. Monthly Report – Fire Department
    C. Discussion & Action - Renewal of Paramedic/Firefighter Contract *Motion:* Approve Resolution to allow the Village Manager to execute a Certain Agreement with Public Safety Services, Inc. to provide Paramedic/Firefighter personnel from May 1, 2014 to April 30, 2017, for an amount not to exceed $1,544,333.00.

11. **Public Works Committee** – Scott Mesick, Chairman
    A. Monthly Report – Public Works Department

12. **Finance Committee** – Patricia Rocco, Chairman
    A. Monthly Report

13. **Other Reports**
    A. Village Clerk
    B. Village Treasurer
    C. Village Engineer
    D. Village Attorney
    E. Committee and Collectors Report

    Action – *Motion to Approve Committee and Collectors Report as Presented*

14. **Village President**

15. **Public Participation (Non-Agenda Related Items *Only*)**

16. **New Business**

17. **Executive Session –**

18. **Adjourn**

Next Village Work Session Meeting: April 8, 2014
Next Village Board Meeting: April 22, 2014

RULES FOR PUBLIC COMMENT

Village Board Work Session Meetings
Village Board Meetings

1. Please step up to the microphone before speaking, and announce your name and address before beginning your comments.

2. After announcing your name and address for the record, you will be allowed to speak for three (3) minutes.

3. You may not use profane or obscene language and you may not threaten any person with bodily harm, or engage in conduct which amounts to a threat of physical harm.

4. (a) Agenda-related comments: The Village President reserves the right to disallow comments that are repetitive of comments previously made during the meeting, or comments that do not relate to agenda items.

   (b) Non-agenda-related comments: The Village President reserves the right to disallow comments that are repetitive of comments previously made during the meeting, or comments that do not relate to Village business, Village services or Village governance.

5. The Village of La Grange Park complies with the Americans with Disabilities Act of 1990. If you require accommodations in order to observe or participate in the meeting, please contact Ms. Andy Bagley at (708) 354-0225 between 9:00 and 5:00 before the meeting so that the Village can make reasonable accommodations for you.

Consent Agenda Items

Village Board Agenda Memo

Date: 03/19/14

To: President and Board of Trustees

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

RE: **Street Segment Overlay – Various Areas in Village**

PURPOSE: Asphalt overlay to various street areas in the Village.

GENERAL BACKGROUND:
The 2013/14 budget includes $75,000 in the Capital Projects Fund for "street segment overlay". The $75,000 which has been budgeted includes the Village Engineer's costs.

The Village Engineer performed an initial evaluation of the roadways last Fall, but due to the extreme conditions encountered the last few months, a final evaluation of the streets was performed on March 20th. A list of those locations to be repaired is attached.

This project will address those sections of "worst" pavement on streets that are in otherwise adequate condition. The street areas identified will be ground down several inches and an asphalt overlay put down. This will limit further deterioration and extend the street life, until it can be entirely resurfaced at a later date several years in the future.

Hancock Engineering prepared the necessary bid specifications for this project and the bid opening was held on March 18th. The lowest bidder was Brothers Asphalt Paving in the amount of $63,850.

MOTION/ACTION REQUESTED:
Motion to accept the lowest bid from Brothers Asphalt Paving in the amount of $63,850, for completion of asphalt overlay patching to be performed in the Village of La Grange Park.

STAFF RECOMMENDATION:
Staff recommends that the Board accept the lowest bid from Brothers Asphalt Paving.

DOCUMENTATION:

- Recommendation Letter and Bid Results from Hancock Engineering dated March 18, 2014.
- Asphalt Overlay Location List

HANCOCK ENGINEERING
100 Years of Excellence
Civil Engineers ◆ Municipal Consultants ◆ Established 1911

March 18, 2014

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

Re: 2014 Pavement Patching
Bid Opening Results

Dear President and Board of Trustees:

Bids were received for the above referenced project on March 18, 2014. We offer the following comments and recommendations on the bid results.

The plans and specifications for the project were obtained by five (5) contractors, and the Village received bids from three (3) qualified companies. A summary of the bids received is as follows:

Brothers Asphalt Paving	$63,850.00
Accu-Paving Co.	$67,650.85
Crowley-Sheppard Asphalt Co.	$81,475.00
Engineer's Estimate	$63,510.00

The bids were checked and found to be in order. The lowest bidder Brothers Asphalt Paving is a well-qualified, local Chicago area contractor who has satisfactorily completed municipal projects in the suburban area surrounding Chicago. Therefore, we recommend that the Village accept the bid proposal submitted by Brothers Asphalt Paving Inc., in the amount of $63,850.00.

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, Jr.

Paul E. Flood, Principal

Enclosures

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

BID TABULATION
BID DATE & TIME: Tuesday, March 18, 2014 @ 10:00 A.M.
PROJECT: 2014 Pavement Patching
k:/bidtabs/LAGRNGPK/13216_Patching.xls

	QUANTITY	UNIT	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE TOTAL PRICE	BROTHERS ASPHALT UNIT PRICE	BROTHERS ASPHALT TOTAL PRICE	ACCU-PAVING UNIT PRICE	ACCU-PAVING TOTAL PRICE	CROWLEY-SHEPPARD UNIT PRICE	CROWLEY-SHEPPARD TOTAL PRICE
1. HMA Removal over Patches, 2"	1,650	SqYd	10.00	16,500.00	5.00	8,250.00	15.00	24,750.00	15.00	24,750.00
2. Bituminous Materials (Prime Coat)	85	Pound	6.00	510.00	10.00	850.00	0.01	0.85	15.00	1,275.00
3. HMA Replacement over Patches	1,650	SqYd	20.00	33,000.00	25.00	41,250.00	20.00	33,000.00	23.00	37,950.00
4. Class D Patches, Type II, 4"	50	SqYd	60.00	3,000.00	60.00	3,000.00	44.00	2,200.00	90.00	4,500.00
5. Class D Patches, Type III, 4"	75	SqYd	60.00	4,500.00	60.00	4,500.00	44.00	3,300.00	80.00	6,000.00
6. Class D Patches, Type IV, 4"	100	SqYd	60.00	6,000.00	60.00	6,000.00	44.00	4,400.00	70.00	7,000.00
TOTAL AMOUNT OF BID				$ 63,510.00		$ 63,850.00		$ 67,650.85		$ 81,475.00

2014 Pavement Patching, Contract 1

Proposed 2" HMA Patch Loactions

	Quantity (sf)	Street	Limits
1	171	26th St	Ostrander Ave to Alima Terr
2	4150	Blanchan Ave	30th St to 26th St
3	11583	Stonegate Rd	Scotdale Rd (000 Block) to Scotdale Rd (1400 Block)
4	1496	Deerpath Ln	Scotdale Rd (000 Block) to Scotdale Rd (1400 Block)
5	858	Scotdale Rd	La Grange Rd to Deerpath Ln
total:	18258	sf	
	2029	sy	

Proposed Class 'D' Patches, 4"

	Quantity	Street	Limits
1	117	26th St	Ostrander Ave to Alima Terr
total:	117	sf	
	13	sy	

Note: the patches on La Grange Rd will require 2 lifts of 4" HMA plus the 2" HMA patch because of the volume of traffic.

2014 Pavement Patching, Contract 2 (NOT BID YET)

Proposed 2" HMA Patch Loactions

	Quantity (sf)	Street	Limits
1	15025	Harding Ave	Edgewood Ave to Kemman Ave
2	4164	Park Ave	Ogden Ave to Oak Ave
3	3737	Ashland Ave	Brewster Ave to Pine Ave
Total:	22926	sf	
	2547	sy	

Proposed Class 'D' Patches, 4"

	Quantity (sf)	Street	Limits
1	560	Harding Ave	Waiola Ave to Spring Ave
Total:	560	sf	
	62	sy	

Village Board Agenda Memo

Date: March 5, 2014
To: Village 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 12.3% increase in the rate they charge to their customers from $3.82 per thousand gallons to $4.29 per thousand gallons, effective January 1, 2014. The BNRWC took this action in response to a 15% increase from their supplier, the City of Chicago. The new BNRWC rate also includes an increase in operating fees to cover increasing costs of electricity, repairs, upgrades, chemicals, salaries, insurance and general operating expenses. Since January 1, 2014, 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 it is recommended that the Village Board approve an increase in the Village's rate from $5.99 per 100 cubic feet to $6.47 per 100 cubic feet. This equates to an 8% 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
3.83	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	2/28/2012	3/1/2012	12.50
5.99	3/26/2013	5/1/2013	7.3
(proposed) 6.47		5/1/2014	8.0

Last year the BNRWC approved an 11.7% increase in the rate they charged to their customers from $3.42 per thousand gallons to $3.82 per thousand gallons, effective January 1, 2013. This increase was also in response to a 15% increase from the City of Chicago. The series of increases announced as part of the City of Chicago's approved 2012 Budget, are as follows:

25% effective January 1, 2012
15% effective January 1, 2013
15% effective January 1, 2014
15% effective January 1, 2015
Annual increases according to CPI, 2016 and on

It should be noted that in 2012, the West Central Municipal Conference (WCMC), of which we are one of 38 member communities, established a Regional Water Rate Task Force in response to the substantial water rate increases imposed by the City of Chicago. The Task Force met with the City of Chicago as well as its Mayor, requesting additional information as to why these increases are necessary. The Task Force also requested that the rates be rolled back to 2011 levels until more detailed information about system improvements become available *(the request was denied)*. The Task Force has completed its work in crafting legislation that would allow for the creation of a citizen's utility board, responsible for regulating rates for Lake Michigan water supplied to suburban communities. The Task Force recently joined forces with state legislators in announcing legislation aimed at establishing the Water Rate Protection Act. The Act (Senate Bill 2907 and House Bill 4288) was recently introduced by State Senator Steve Landek and State Representative Chris Welch, each of whom represents La Grange Park.

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 this year, FY 2015 and the Five Year Plan. Planned projects for the upcoming summer/fall include water main replacement at Ogden (located on the north side, between Park and Edgewood), and water main replacement on La Grange Road (two blocks north of 31st Street). The work on Ogden replaces a deteriorating line and will improve water flow in the area, the portion of town that is farthest from the water tower. The work on La Grange Road will address the line that has a history of breakage. In the out years, there are water main projects planned for Beach Avenue and one additional segment of La Grange Road. In all, for the next five years, there are plans to complete $2.6 million in water plant improvements to our aging infrastructure.

As such, it is necessary that the Village pass along the water rate increase to ensure financial feasibility of necessary improvements. The ordinance attached hereto would authorize an increase of 8% to the water rate effective May 1, 2014. Of the 8% increase, 7.4% is attributable to the cost of water and 0.6% is attributable to other costs related to the distribution and administration of water service.

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
- Letter from the Brookfield-North Riverside Water Commission, dated January 6, 2014
- WCMC Press Release, Water Rate Protection Act

ORDINANCE NO. 986

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) Six dollars and forty-seven cents ($6.47) for each one hundred (100) cubic feet of water if the payment is received by the due date printed on the bill.

(b) Seven dollars and twelve cents ($7.12) 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 May 1, 2014.

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 25th day of March, 2014.

_____
Dr. James L. Discipio
Village President

ATTEST:

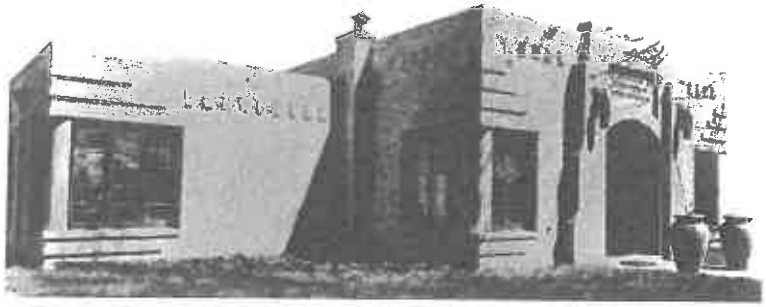
_____
Amanda Seidel
Village Clerk

APPROVED AS TO FORM - VILLAGE ATTORNEY

JAN 0 6 2014

BROOKFIELD-NORTH RIVERSIDE WATER COMMISSION

8636 Brookfield Avenue Brookfield, Illinois 60513
Phone: (708) 485-4244 • FAX: (708) 485-9321



Jean M. DiMonte, Treasurer
Janice J. Decosola, Clerk
John T. O'Connell, Attorney
Robert F. Novotny, Superintendent

COMMISSIONERS
Edward J. Durec, Chairman
David B. Witken, Commissioner
Mark Lucas, Commissioner

January 6, 2014

Village of LaGrange Park
447 North Catherine Avenue
LaGrange Park, IL. 60525-2099

Re: 2014 Water Rates

Dear Customer:

The City of Chicago has notified the Brookfield North Riverside Water Commission that it has enacted a 15% water rate increase of $0.43 over the 2013 rate of $2.88. The new Chicago water rate is $3.31 per thousand gallons effective January 1, 2014. This is the rate that the Brookfield North Riverside Water Commission pays the City of Chicago per thousand gallons purchased. The proposed Chicago Water Rate increases through 2015 are as follows:

January 1, 2014	$2.88 x 15% = $3.31 or an increase of $0.43 per 1000 gallons
January 1, 2015	$3.31 x 15% = $3.81 or an increase of $0.50 per 1000 gallons

The Brookfield North Riverside Water Commission operates five (5) pumping stations and over 9 miles of water mains to deliver water to their customer base. The 2013 cost of operating these facilities was $0.94 per thousand gallons. At this time the Water Commission will be increasing their operating fees by $0.04 to $0.98 over the above 2014 Chicago Rate, to cover increasing costs of electricity, repairs, upgrades, chemicals, salaries, insurance and general operating expenses. Therefore the new water rate for 2014 will increase from the old rate of $3.82 per thousand to $4.29 per thousand gallons. This will be reflected on your February water bill for water used in January 2014.

Sincerely,

Robert F. Novotny
Water Superintendent

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.
West Suburban
Water Commission
Proviso Twp
Stickney Twp
Village of Bensenville
City of Elmhurst
City of Oakbrook Terrace
City of Des Plaines
Village of Villa Park
Village of Willowbrook

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Berwyn

VICE PRESIDENT
Arlene Jezierny
Harwood Heights

TREASURER
Marilynn May
River Grove

PAST PRESIDENT
Sam Pulia
Westchester

EXECUTIVE DIRECTOR
Richard F. Pellegrino

WCMC
WEST CENTRAL MUNICIPAL CONFERENCE

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

Press Release

Contact: Neil James
Phone: 708.453.9100, Ext. 243

FOR IMMEDIATE RELEASE
February 11, 2014

SUBURBAN LEADERS SEEK TO END CHICAGO WATER RATE INCREASES BY INTRODUCING WATER RATE PROTECTION ACT IN THE ILLINOIS GENERAL ASSEMBLY

River Grove, IL – The Suburban Water Task Force, a sub-group established by the West Central Municipal Conference (WCMC), joined forces with state legislators in announcing legislation aimed at establishing the Water Rate Protection Act.

House Bill 4288 sponsored by State Representative Emanuel Chris Welch (D-Hillside) and Senate Bill 2907 sponsored by State Senator Steve Landek (D-Bridgeview) are designed to create an entity similar to the Citizens Utility Board whose sole purpose would be to objectively and fairly regulate Lake Michigan water. According to the Suburban Water Task Force, this legislation would put an end to the automatic and whimsical taxing of a natural resource by the City of Chicago.

MORE

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
West Suburban
Water Commission
Proviso Twp
Stickney Twp
Village of Bensenville
City of Elmhurst
City of Oakbrook Terrace
City of Des Plaines
Village of Villa Park
Village of Willowbrook

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Westchester

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WCMC
WEST CENTRAL MUNICIPAL CONFERENCE

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

In 1980, the WCMC was founded as the regional council of governments (COG) serving the communities of west suburban Cook County. Today, the membership roster consists of 51 municipalities, townships, Brookfield Zoo and 2 community colleges in western Cook and eastern Du Page Counties.

– END –

STATE, COUNTY AND LOCAL LEADERS JOIN TOGETHER FOR WATER RATE REFORM

Memorandum

TO: Trustee Patricia Rocco, Chairman
Finance Committee

FROM: Julia Cedillo, Village Manager

DATE: March 20, 2014

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

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

	First Half of March	***Second Half of March***
General Fund	**$ 176,883.57**	**$ 71,776.90**
2004 Debt Service Fund	**- 0 -**	**- 0 -**
Water Fund	**208,193.82**	**49,495.50**
Motor Fuel Fund	**- 0 -**	**- 0 -**
Sewer Fund	**46,922.81**	**12,840.06**
Emergency Telephone	**4,539.99**	**- 0 -**
Trust & Agency Fund	**6,897.76**	**60.00**
Working Cash Fund	**- 0 -**	**- 0 -**
Capital Projects Fund	**32,070.00**	**- 0 -**
Total	**$ 475,507.95**	**$ 134,172.46**

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

	First Half of February	***Second Half of February***
General Fund	**$ 171,394.85**	**$ 179,077.96**
Water Fund	**10,545.87**	**9,606.49**
Sewer Fund	**3,972.56**	**4,048.77**
Trust & Agency	**- 0 -**	**- 0 -**
Total	**$ 185,913.28**	**$ 192,733.22**

Administration Committee

Robert Lautner, Chair
Michael Sheehan
Mario Fotino

Village Board Agenda Memo

Date:	March 25, 2014
To:	Village President Board of Trustees
From:	Emily Rodman, Assistant Village Manager
	Julia Cedillo, Village Manager
RE:	**2014-2019 Residential Waste Hauler Contract – Allied Waste Services**

BACKGROUND

At the February 11, 2014, February 25, 2014 and March 11, 2014 Village Board Meetings, the Village Board discussed the proposal from Allied Waste for a new 5 year residential waste hauler contract. After reviewing the proposal alternatives, evaluating the current program and considering resident input, the Village Board directed staff to draft a new contract with Allied Waste Services that would continue the existing two-tier refuse program. The proposed contract is attached to this memorandum.

The proposed contract is similar to the existing contract (which expires on March 31, 2014) with a few minor changes:

- The term of the contract is 5 years (previous contract was 3 years)
- A definition and exclusion for "electronic waste" has been added (per State Statute)
- The requirement to provide service to three annual Village festivals has been removed (the Village no longer sponsors annual festivals)
- The pricing for contractor assistance with annual leaf collection has been removed (the ability to negotiate contractor assistance in the future remains)
- An option for residents to rent a landscape waste toter in place of participating in the volume based landscape waste service has been added (see below)

OPTIONAL LANDSCAPE WASTE TOTER

Allied Waste has requested the Village Board consider including an option for residents to rent a landscape waste toter for the removal of yard waste in lieu of participating in the current volume-based program (see page 16 of the proposed contract – *"D. Optional Standard Yard Waste Services"*). This would allow residents to rent a 65 gallon or 95 gallon toter for a standard monthly fee instead of using their own 35 gallon container or kraft paper bags and affixing yard waste stickers. Residents would pay a standard fee (see pricing below) for the months of April – November; the months in which landscape waste collection is provided by Allied Waste. During the remaining 4 months of the year, residents would be charged an administrative fee of $2.00 per month for the rental of the toter. The proposed monthly rental rates are contained in the table below:

	Year 1	Year 2	Year 3	Year 4	Year 5
65G Landscape Waste Toter	$20.85	$21.40	$21.95	$22.50	$23.10
95G Landscape Waste Toter	$22.85	$23.45	$24.00	$24.75	$25.25

Should the Village Board be amenable to including this provision in the proposed contract with Allied Waste, the contract may be approved in the form attached to this memorandum. Should the Village Board opt not to include this provision, the proposed contract may be approved, with a notation to strike Section VII, D of the attached contract.

MOTION/ACTION REQUESTED

This item is being placed on the agenda for both discussion and action. Since the current refuse contract with Allied Waste expires on March 31, 2014, the Village must enter into a new refuse contract prior to that date to ensure there is no disruption in service for residents.

Motion to Approve a Contract for Residential Collection and Transportation of Municipal Solid Waste with Allied Waste Services of North America.

DOCUMENTATION

- Contract for Residential Collection and Transportation of Municipal Solid Waste

CONTRACT FOR
RESIDENTIAL COLLECTION
AND TRANSPORTATION OF
MUNICIPAL SOLID WASTE

THIS Contract for Residential Collection and Transportation of Municipal Solid Waste ("Agreement") made and entered into this 25th day of March 2014, by and between the following parties: VILLAGE OF LA GRANGE PARK, a Municipal Corporation, organized under the laws of the State of Illinois (hereinafter referred to as "Village") and ALLIED WASTE SERVICES of NORTH AMERICA, LLC, DBA ALLIED WASTE SERVICES OF MELROSE PARK//REPUBLIC SERVICES OF MELROSE PARK, a Delaware limited liability company, authorized to do business in the State of Illinois (hereinafter referred to as "Contractor"):

WITNESSETH

WHEREAS, the Legislature has expressly authorized the exercise of the powers herein, pursuant to the Illinois Municipal Code (65 ILCS 5/11-19-1), which provides that corporate authorities may make contracts for the collection and final disposal of garbage, refuse and ashes; and

WHEREAS, the Village, being desirous of arranging for the disposal of its municipal solid waste, separate from the other services rendered by the Contractor; and

WHEREAS, the Contractor is currently providing refuse services for the Village; and

WHEREAS, the Contractor acknowledges that the Village has historically provided for the collection of municipal solid waste as defined herein, and that it is the intent of the Village to license multiple scavenger firms to collect waste from industrial, commercial, institutional facilities and multiple family dwellings not covered hereunder.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

A. Agreement: Agreement shall mean and refer to this Contract for Residential Collection and Transportation of Municipal Solid Waste.

B. Bulk Items: Any item of Municipal Solid Waste, as defined herein, which is not able to be adequately reduced to fit in a Village approved Municipal Solid Waste container, such as discarded furniture, fixtures, and small amounts of construction or demolition debris. Bulk items shall weigh no more than 90 pounds, loaded into standard garbage trucks and be capable of being handled by one person.

C. Contractor: Contractor shall mean and refer to Allied Waste Services of North America, LLC, DBA ALLIED WASTE SERVICES OF MELROSE PARK//REPUBLIC SERVICES OF MELROSE PARK

D. Electronic Waste: Televisions, monitors, printers, computers, electronic keyboards, facsimile machines, videocassette recorders, portable digital music players, video game consoles, small scale servers, scanners, electronic mice, digital convertor boxes, cable receivers, satellite receivers, digital video disc recorders or any other electronic devices banned from landfill disposal by the State of Illinois pursuant to the Illinois Electronic Products Recycling and Reuse Act (P.L. 95-0959), as amended.

E. Excluded Waste: Tires, automobile wheels and large parts, vehicle batteries, Electronic Waste, Hazardous Waste, radioactive waste, medical waste, gasoline, motor oil and other liquid wastes, unhardened paint, riding lawnmowers, snowblowers and similar equipment and other items that are prohibited by the designated disposal site or law.

F. Hazardous Waste: Shall mean and refer to a waste or combination of wastes which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise manager or which has been identified, by characteristics or listing, as being hazardous or having such impacts pursuant to Section 3001 of the Resource Conservation and Recovery Act of 1976 (P.L. 94-580), pursuant to Pollution Control Board, Federal Regulations or other applicable laws, ordinances or regulations.

G. Landscape Waste: All accumulations of grass, or shrubbery cuttings, leaves, tree limbs and other materials accumulated as the result of the care of lawns, shrubbery, vines and trees which are generated by a Residential Unit.

H. Municipal Solid Waste: Shall mean and refer to all waste, as defined by Section 3.53 of the Illinois Environmental Protection Act, 415 ILCS 5/3.53, which is not hazardous and other discarded or abandoned material including, without limitation, garbage, rubbish, bulk items and small amounts of building materials and construction or demolition debris, or other similar waste otherwise generated by Residential Units or collected pursuant to non-reimbursable services required under this Agreement. Municipal Solid Waste shall not include Excluded Waste, Hazardous Waste, Recyclable Materials, White Goods and Landscape Waste.

I. Recyclable Material: Shall mean and refer to those materials specified in this Agreement which are to be generated by Residential Units.

J. Residential Unit: Shall mean and refer to one & two-unit residential structures.

K. Village: Shall mean and refer to the Village of La Grange Park, an Illinois Municipal Corporation.

L. Village Approved Container: A 35-gallon or smaller plastic bag or container weighing 50 pounds or less. Non-disposable containers shall have two handles on opposite sides.

M. White Goods: Shall include all ranges, refrigerators, water heaters, freezers, air-conditioners, humidifiers, other similar domestic and commercial large appliances and other items required by law to be treated or processed prior to disposal which are discarded by the resident of a Residential Unit.

II. GENERAL

A. The Village hereby grants to the Contractor the exclusive right, privilege and license for the collection and transportation (but not the transfer or disposal) of Municipal Solid Waste; the collection, transportation, disposal (including processing or treatment prior to disposal as required by law) of White Goods; the collection, transportation, treatment and/or disposal of Landscape Waste; and the collection, transportation, processing and marketing of all Recyclable Materials when residents in Residential Units set such waste and other materials out for collection by the Village, in accordance with the provisions contained in this Agreement, commencing on April 1, 2014, until and through March 31, 2019, unless and until terminated as otherwise provided herein.

B. The Contractor agrees to furnish all labor, material and equipment necessary and incidental to rendering the aforesaid services.

C. The Contractor shall undertake to perform all services rendered hereunder in a neat, orderly and efficient manner; to use due care and diligence in the performance of said duties under the terms and provisions of this Agreement; and to provide neat, orderly and courteous personnel on its crews.

D. The Contractor shall remove all material placed for collection which is to be collected under this Agreement. The Contractor shall be responsible for removing all such material, including spillage on private or public property. The Contractor shall close all gates both upon entering and leaving premises and shall close all lids after emptying containers. The Contractor's personnel shall not cut across rear, front or side yards, or flower beds to adjoining premises without permission of the owner.

E. The Contractor shall designate, in writing, the person to serve as agent to the Contractor and liaison between his organization and the Village. The Village may, with proper notice given, inspect the Contractor's operations, records and equipment related to this Agreement at any reasonable time and location.

F. The Contractor shall not subcontract out or assign its duties under this Agreement to a subcontractor or an assignee without prior written consent of the Village and said consent may be withheld at the Village's sole discretion; provided, however, that the Contractor may subcontract or assign its duties under this Agreement to an affiliate of the Contractor.

III. RESIDENTIAL COLLECTION SERVICE

A. Municipal Solid Waste Collection:

1. The Contractor shall collect and transport, to a facility designated by the Village, all Municipal Solid Waste set out for collection in Village Approved Containers when said containers are placed for collection in the vicinity of the street curb or alley as designated by the Village or at the back door, if the Residential Unit has chosen and paid for the back door service described below. The Contractor is not responsible for collection of loose materials unless a special pick-up is ordered.

2. Residents may notify the Contractor at any time, in writing, that the resident chooses back door collection.

3. Collection shall occur between the hours of 7:00 a.m. and 5:00 p.m.

B. Recycling Collection:

1. The Contractor shall cooperate with the Village in advertising and promoting the Recycling Program. The Contractor shall be responsible for development, printing and delivery to every Residential Unit a brochure explaining the Municipal Solid Waste, Recycling Material, White Goods and Landscape Waste programs at no cost to the Village. The Village shall have editorial approval over said brochure.

2. The Contractor shall collect from each Residential Unit the following Recyclable Material:

   a. Newsprint

   b. Mixed paper, which shall include magazines, telephone books, catalogs, junk mail (brochures, advertisements, fliers, etc.), computer paper, stationery, envelopes, bills, greeting cards and brown paper bags

   c. Wet-strength cardboard (e.g., cardboard beverage carriers, frozen food packaging, etc.)

   d. Juice boxes

   e. Corrugated cardboard and chipboard

   f. Glass which shall include all types of clear and colored glass bottles, jars and containers

   g. Plastics containers, which shall include all rigid plastic containers labeled PETE #1, HDPE #2, PVC #3, HDPE #4; LDPE #5 and Other #7

   h. 6- and 12- pack plastic beverage rings and carriers

   i. Aluminum, which shall include all types of aluminum food and beverage cans; formed aluminum containers; and aluminum foil

j. All types of metal food and beverage cans

k. Empty paint cans

l. Empty aerosol cans

Contractor shall add any additional Recyclable Material that becomes available to the curbside Collection system.

3. Any material placed for collection, which is not specified above or not properly prepared shall not be collected:

   a. A self-adhesive "SORRY NOTE" is to be placed on the material stating the reason the material was not collected. The date, address and reason that the "SORRY NOTE" was issued shall, at the Village's request, be reported to the Village.

   b. The Contractor shall, at its own cost, provide "SORRY NOTES".

4. Village approved 18-gallon recycling containers shall be available for purchase at the Village Hall.

5. The Contractor may request changes, modifications or alterations in the manner in which residents set out Recyclable Material for collection in order to accommodate changes in collection and/or processing technologies. Any such change, modification or alteration shall be subject to the Village's approval.

6. The Contractor shall prepare and distribute promotional materials for the recycling program, at a total cost not to exceed $5,000 for the Village over the term of this Agreement, not to include promotional materials distributed prior to the beginning of this Agreement, as requested by the Village. The Village shall have editorial approval over all promotional materials before they are distributed.

C. Landscape Waste Collection:

1. The Landscape Waste Collection season shall be from April 1 to November 30 of each year during the term of this Agreement.

2. The Contractor shall collect Landscape Waste segregated from other materials and packaged as follows:

a. That are contained within a Village Approved Container (35 gallon or smaller), a Contractor approved mobile cart, Kraft Paper Bags or in bundles; and

b. That contained within bundles of brush:

i. not exceeding fifty (50) pounds in weight;

ii. not exceeding two feet in diameter;

iii. containing individual branch lengths not exceeding four feet; and individual branch diameters not exceeding three inches.

3. Any Landscape Waste placed for collection not meeting the requirements herein shall not be collected. In such an event, the Contractor shall affix thereto:

a. A self-adhesive "SORRY NOTE" to be placed on the material stating the reason it was not collected. The date, address and reason that the "SORRY NOTE" was issued shall, at the Village's request, be reported to the Village.

b. The Contractor shall, at its own cost, provide "SORRY NOTES".

4. Christmas trees left at the designated collection point during the first two weeks of January of each year during the term of this Agreement shall be collected at no cost. At the request of the Village, the Contractor shall extend Christmas tree pick-up through the last week of January at no additional cost to the Village. The Contractor and the Village shall agree on how the Christmas trees collected shall be recycled, processed or disposed of.

IV. RESIDENTIAL SERVICE

A. The Contractor shall provide regular collection service once each week to each Residential Unit, on the same day of the week for all Residential Units within the Village Service shall be scheduled in the Village on the day of the week as agreed upon by the Village and the Contractor.

B. Collection routes shall be established by the Contractor within collection areas which shall be designed by the Village. The Contractor shall submit a map designating the collection routes to the Village, for its approval, which approval shall not be unreasonably withheld. The Contractor may, from time to time, propose to the Village changes in routes or days of collection, approval for which shall not be unreasonably withheld. Upon Village's approval of proposed changes, the Contractor shall, at its sole cost and expense, promptly give written and published notice to the affected Residential Units.

C. Municipal Solid Waste, White Goods, Recyclable Material and Landscape Waste shall be collected from all Residential Units once each week on the same day and from the same collection point. For Residential Units with alley service, the collection point shall be determined by the Village. Back door service, however shall not be available for other than Municipal Solid Waste.

D. Special pick-up collection services shall be provided to any Residential Unit for any type of wastes or material collected under this Agreement in the following manner:

1. The Residential Unit shall contact the Contractor regarding special pick-up collection services for any of the wastes or materials collected under this Agreement.

2. Except as otherwise expressly contained in this Agreement, cost, container size and pick-up frequency shall be as determined on April 1 of each year by the Contractor and the Village.

3. Special pick-up service shall be provided within 2 business days after the Residential Unit and the Contractor have agreed to the cost of service. The Contractor shall bill the Residential Unit directly for the cost of this service.

4. Special waste pickup is not available for any wastes that are not required to be collected under this Agreement, such as Electronic Waste and Hazardous Waste.

E. At the end of each day, the Contractor shall transport all materials collected in the Village to a properly permitted and lawfully operated facility at the Contractor's sole expense.

F. The Contractor shall prepare and submit to the Village a monthly report accurately detailing:

1. the total weight of the Municipal Solid Waste collected; and

2. the weight of each Recyclable Materials collected; and

3. specific vendors accepting each Recyclable Material and other non-financial information, in the Village's reasonable discretion, as may be requested by the Village or the West Cook County Solid Waste Agency; and

4. the weight of Landscape Waste collected; and

5. the total weight of White Goods collected; and

6. the weight of Christmas trees collected and recycled; and

7. any other data reasonably requested by the Village; and

8. the weekly set-out rates and monthly participation rate for the recycling program.

G. **Leaf Collection**. At the request of the Village, the Contractor shall assist the Village with leaf pick-up at a price agreed upon in writing by both parties.

H. The Contractor shall furnish all services offered under this Agreement free of charge to all public buildings under the jurisdiction of the Village during the term of this Agreement. The Contractor is not required to collect or dispose of Excluded Waste, Hazardous Waste stone, concrete, rock, dirt, soil, spoil, or other similar non-compactable materials as part of its regular service at public buildings.

I. The Contractor shall provide General Refuse Collection in emergencies as determined and declared by the Village to alleviate threats to public health, safety, and welfare. The value of emergency services provided shall not exceed $3,000 per year to the Village. Any portion of the $3,000 that the Village does not use in a year shall "roll over" for use in the following year. The maximum value of emergency services provided in any one year shall not exceed $6,000.

J. In order to protect the public health, safety and welfare and at the request of the Village, the Contractor shall collect quantities of Municipal Solid Waste, Recyclable Material, Landscape Waste and White Goods left at the street curb or alley without proper preparation in unusual

circumstances (e.g. evictions or "skip-outs") and shall bill the property owner for the actual cost thereof. The Village agrees to assist the Contractor in identifying the property owner(s) for this purpose.

K. **Holidays.** The following days shall be considered holidays for purposes of this Agreement:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Should one of these holidays fall on a regularly scheduled Collection day, collection shall be one day late after the holiday for the remainder of that week. The Contractor shall inform the residents of each change in schedule due to holidays through local media. No other change in the weekly schedule shall be allowed without prior written consent of the Village.

L. The Contractor shall provide a local phone number, staffed by an authorized agent, between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday, to handle inquiries and complaints connected with services provided under this Agreement. All complaints shall receive prompt and courteous attention from the Contractor. Complaints alleging missed collections shall be investigated promptly and, if verified, the Contractor shall arrange for collection within twenty-four (24) hours of complaint.

M. If the Contractor is unable to resolve a complaint in a satisfactory manner within 72 hours after receipt of a complaint, written notice shall be delivered to the Village with the name and address of the resident, date and time of complaint, nature of complaint and the Contractor's response. The Village shall intervene, mediate the dispute and render a final binding decision.

N. Services provided by the Contractor shall be performed in a good, workman-like manner.

O. The Contractor shall furnish capable personnel in crews to perform the services specified in this Agreement. The Contractor shall prohibit any drinking of alcoholic beverages or the use of any controlled substance or medical cannabis, by its drivers and crew members while on duty or in

the course of performing their duties under this Agreement. No personnel shall carry weapons while performing duties under this Agreement.

In the event that any of the Contractor's personnel is deemed by the Village to be unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, incompetence, improper attire, or abusive or obnoxious behavior, the Contractor shall immediately remove such person from work within the Village and replace that person with a suitable and competent person at no expense to the Village.

P. All Municipal Solid Waste, Landscape Waste or Recyclable Material containers damaged by the Contractor's negligence or willful misconduct shall be repaired or replaced at the sole expense of the Contractor.

Q. The Contractor covenants and agrees to comply with all applicable laws, ordinances and regulations in any manner related to the Contractor's rights, duties, obligations or operations under this Agreement. The Contractor shall obtain and maintain in effect all licenses and permits necessary to perform its obligations under this Agreement.

R. The Contractor shall collect only such materials as required herein. The Contractor shall not, and has no obligation to collect or transport any Excluded Waste or any Hazardous Waste or any other waste or material which the designated transfer station and/or disposal or other facility receiving such waste is not permitted to receive. The Contractor shall train its employees to screen the materials collected so that nothing restricted from collection by this Agreement is collected.

S. **Clean Up Day.** Once each year, the Contractor will conduct a "Clean Up Day" collection for all residents in accordance with the following terms:

1. The Clean Up Day will be held on a date selected by the Contractor not later than 30 days in advance and approved by the Village.

2. Each household participating in the Clean Up Day must affix in a visible location four refuse disposal stickers at the then-current sticker price. Those four stickers will be the total cost to that household for that Clean Up Day, regardless of the amount and type of materials collected from that household.

3. Residents may set out for collection the following items: Household refuse in 35 gallon or smaller containers, bulk items, and large

appliances (commonly known as "White Goods") including properly prepared carpeting. The Contractor reserves the right to exclude the following items from collection: Tires, liquids, Electronic Waste, Hazardous Waste and other materials not accepted at the Village's transfer station, and construction and demolition materials including but not limited to brick, stone, rocks, concrete, dirt, soil, railroad ties, lumber, boards, siding, and roofing material.

V. EQUIPMENT

A. The Contractor shall use modern, enclosed equipment, complete with a hydraulic compacting system in the collection of Municipal Solid Waste and Landscape Waste.

B. Equipment used in performing the services under this Agreement shall be properly licensed by the State of Illinois and conform to all applicable safety standards.

C. The appearance and sanitary condition of collection vehicles and other equipment will be maintained to high standards by cleaning, washing, painting and disinfecting as necessary. All equipment operated by the Contractor will be in good repair at all times.

D. The Contractor shall not store, or allow to be stored, any equipment or materials on private property except in strict compliance with applicable Village Ordinances.

VI. CARE AND DISPOSITION OF MATERIALS

A. All Municipal Solid Waste shall be removed from the Village at the close of each collection day and transported to a facility designated by the Village at the Contractor's expense.

B. All Landscape Waste shall be disposed of at a facility designed to treat, compost, grind or land apply the waste, unless otherwise authorized by the State of Illinois. The Village reserves the right to approve the final disposal site of all Landscape Waste, which approval shall not be unreasonably withheld.

C. All Recyclable Materials shall be collected, separated and processed to facilitate the sale of Recyclable Material to remanufacturers for post-consumer use. No materials collected as Recyclable Material shall be deposited at a landfill or waste incinerator without prior written approval of the Village.

D. The Contractor shall not cause or contribute to litter in the process of making collections.

E. The Contractor shall return all emptied Municipal Solid Waste containers and Landscape Waste containers to the parkway. Containers must be left in an upright position with lids replaced. The Contractor shall return all emptied recycling bins to the parkway and place them in an upside down position.

F. All materials collected by the Contractor shall be contained, secured or enclosed during collection and transportation so that leaking, spilling or blowing is prevented.

G. The Contractor shall immediately clean up and remediate all litter, blowing debris, spills and releases of any material over which it exercises control occurring prior to the delivery of the material to its intended destination.

VII. COST OF RESIDENTIAL SERVICE

A. VOLUME BASED MUNICIPAL SOLID WASTE SERVICE:

1. The Contractor shall collect Municipal Solid Waste from all Village Approved Containers placed for collection in accordance with the provisions of this Agreement when such container bears a Waste Sticker. The Contractor shall be solely responsible for printing and distributing Waste stickers to the Village, the Jewel Food store at 511 Woodlawn, and any other locations mutually selected by the parties to sell said stickers. The Contractor shall be responsible for the collection of Waste sticker proceeds from each outlet. Prior year stickers purchased by residents shall be honored by the Contractor.

2. The Contractor shall supply to all sale outlets a sufficient quantity of printed Waste stickers for sale to residential users at the rates stated below:

April 1, 2014 – March 31, 2015:	$2.90/sticker
April 1, 2015 – March 31, 2016:	$3.00/sticker
April 1, 2016 – March 31, 2017:	$3.10/sticker
April 1, 2017 – March 31, 2018:	$3.20/sticker
April 1, 2018 – March 31, 2019:	$3.30/sticker

3. The Contractor shall also charge a Minimum Service Charge to all Residential Units. The Minimum Service Charge shall be levied by the Village on Village water bills, with the Village sending a monthly collections report to the Contractor along with the minimum service fees received in the previous month. All Residential Units must pay the Minimum Service Charge in order to receive continued Municipal Solid Waste, Recyclable Material, and Landscape Waste collection. Rates are stated below:

April 1, 2014 – March 31, 2015:	$5.10/month
April 1, 2015 – March 31, 2016:	$5.23/month
April 1, 2016 – March 31, 2017:	$5.41/month
April 1, 2017 – March 31, 2018:	$5.63/month
April 1, 2018 – March 31, 2019:	$5.81/month

B. OPTIONAL STANDARD MUNICIPAL SOLID WASTE SERVICES:

1. **Roll-Out Cart Service.** Residential units may, at their option, choose a standard Municipal Solid Waste service in place of the volume-based Municipal Solid Waste service. For Residential Units selecting this optional service:

   a. The Contractor shall provide the Residential Unit with a 95-gallon or 65-gallon roll-out cart at no additional charge;

   b. The Contractor shall directly bill each Residential Unit at the rates stated below:

April 1, 2014 – March 31, 2015: $13.65/month for the 95 gallon;
$11.65/month for the 65 gallon.

April 1, 2015 – March 31, 2016: $13.99/month for the 95 gallon;
$11.94/month for the 65 gallon.

April 1, 2016 – March 31, 2017: $14.48/month for the 95 gallon;
$12.36/month for the 65 gallon.

April 1, 2017 – March 31, 2018: $15.06/month for the 95 gallon;
$12.85/month for the 65 gallon.

April 1, 2018 – March 31, 2019: $15.54/month for the 95 gallon;
$13.27/month for the 65 gallon.

This rate is in addition to the Minimum Service Charge listed in VII(A)(3) above. Residential Units will be required to purchase one Municipal Solid Waste sticker for each additional 35 gallon container placed out for collection each week under this optional service.

2. Customers using the refuse cart option shall be entitled to a recycling cart to be provided by the Contractor at no extra cost. A 65 gallon recycling cart shall be provided for customers using a 65 gallon or 95gallon refuse cart.

3. Refuse and recycling carts shall remain property of the Contractor.

4. Each residential customer shall be entitled to either one exchange of a cart for a different capacity cart or removal of a cart at no charge during the term of the Agreement. Residential customers shall be charged $25.00 per exchange or removal of carts after either one exchange or removal of a cart at the customer's request.

C. VOLUME BASED LANDSCAPE WASTE SERVICE:

1. The cost of Landscape Waste collection, treatment and disposal shall be based upon volume. Generators of Landscape Waste will be required to purchase a Waste sticker from the Village, from the Contractor or other authorized agent for each container or branch bundle of Landscape Waste to be collected and affix the sticker thereto prior to collection. Prior year stickers purchased by residents will be honored by the Contractor. The Contractor shall be responsible for the printing and distribution of Waste stickers as well as the collection of sale proceeds.

2. The Contractor shall supply, at no charge, sufficient quantities of printed Waste stickers for sale to residential users at the rates stated below:

April 1, 2014 – March 31, 2015:	$2.90/sticker
April 1, 2015 – March 31, 2016:	$3.00/sticker
April 1, 2016 – March 31, 2017:	$3.10/sticker
April 1, 2017 – March 31, 2018:	$3.20/sticker
April 1, 2018 – March 31, 2019:	$3.30/sticker

D. OPTIONAL STANDARD YARD WASTE SERVICES:

1. **Roll-Out Cart Service:** Residential Units may, at their option, choose a Yard Waste Disposal Service. For Residential Units selecting this optional service:

   a. The Contractor shall provide the Residential Unit with a 95-gallon or 65-gallon roll-out cart at no additional charge;

   b. The Contractor shall directly bill each Residential Unit at the rates stated below:

      April 1, 2014 – March 31, 2015: $22.85/month for the 95 gallon;
      $20.85/month for the 65 gallon.

      April 1, 2015 – March 31, 2016: $23.45/month for the 95 gallon;
      $21.40/month for the 65 gallon.

      April 1, 2016 – March 31, 2017: $24.00/month for the 95 gallon;
      $21.95/month for the 65 gallon.

      April 1, 2017 – March 31, 2018: $24.75/month for the 95 gallon;
      $22.50/month for the 65 gallon.

      April 1, 2018 – March 31, 2019: $25.25/month for the 95 gallon;
      $23.10/month for the 65 gallon.

   c. These rates shall be charged on an eight (8) month basis (April 1st – November 30th) with a rental fee of $2.00 per month during the months outside of the Landscape Waste Collection season. The Contractor may charge a $25.00 removal fee to Residential Units who request removal of the roll-out cart. Residential Units will be required to purchase one Yard Waste Sticker for each additional 35-gallon container, or Kraft Paper Bag placed out for collection week under this optional service.

E. MISCELLANEOUS COST PROVISIONS

3. **Residential Units.** The Village shall cooperate with Contractor to determine the number of Residential Units on January first of each year. That determination shall govern the relevant provisions of this Agreement.

4. **Back door service.** The charge for residents requesting back door pickup of Municipal Solid Waste shall be billed by the Contractor directly to the resident on an annual basis and in the following amounts:

April 1, 2014 – March 31, 2015:	$170.00
April. 1, 2015 – March 31, 2016:	$174.00
April 1, 2016 – March 31, 2017:	$180.00
April 1, 2017 – March 31, 2018:	$188.00
April 1, 2018 – March 31, 2019:	$194.00

The above fees are in addition to the Minimum Service Charge listed in VII(A)(3) above.

5. The Contractor shall be paid only those costs expressly set forth in this Agreement. Any services for which an express cost is not provided shall be performed at the Contractor's sole cost and expense. Each White Good and each Bulk Item that will not fit in a 35-gallon container must be accompanied by two Waste stickers in order to be collected by the Contractor.

6. All fees and expenses due the Contractor under this Agreement are expressly set forth herein. Said fees and expenses shall be the full and only amount due and shall include without limitation:

    a. all applicable taxes and fees; and

    b. the cost of permits, licenses, and all other certifications and approvals required by Federal, State and local laws, regulations and ordinances.

7. **Fuel Relief**. In the event that the three-month average cost of diesel fuel in the months of October, November and December in the Chicago suburban region, as determined by the Energy Information Administration, should exceed $5.00 per gallon in 2014, $5.20 per gallon in 2015, $5.40 per gallon in 2016, $5.60 per gallon in 2017, or $5.80 per gallon in 2018, and impacts the cost of providing service, the Contractor can request to reopen the fees set forth in this Agreement for an Impact Review ("Impact Review") of this cost increase. When this cost is verified by the Village, the parties may agree to increase the rates for service, effective April 1 of the following year, by an agreed upon amount. In the event that the average cost of diesel fuel for a October, November, and December period following an increase of rates as a result of an Impact Review

is less than the threshold price for the Impact Review, the charges shall be adjusted to eliminate the increase in the rates resulting from the Impact Review, effective April 1 of the following year.

8. **Change in law.** In the event there is a change or addition in new local, state, or federal rules, ordinances, regulations, taxes, or government charges that affects the Contractor's cost of providing services, such as a gross receipts tax, sales tax on services, other than property taxes, Contractor or Village may request to reopen the fees set forth in this Agreement for an impact review of this cost increase or decrease. When this cost is verified, the parties may agree to increase or decrease the rate for service accordingly, effective April 1 of the following year, by an agreed upon amount.

F. FINANCIAL ASSURANCES

1. At the request of the Village, the Contractor shall furnish a year-end financial report and a sworn statement from the Chief Operating Officer of the Contractor verifying the existence and veracity of the report.

2. The Contractor shall furnish a Performance Bond for the faithful performance of this Agreement, said Performance Bond to be executed by a responsible surety company rated A or better by Best's Insurance Reports. The Bond shall be in the penal sum of Two Hundred Thousand and No/100 Dollars ($200,000.00) for the period of this Agreement, including any renewal thereof. The Performance Bond shall be conditioned upon the faithful performance by the Contractor of its obligations under this Agreement and upon its full compliance with all applicable laws, ordinances and regulations. Said performance Bond shall indemnify the Village against any loss resulting from any breach or failure of performance.

3. Insurance:

    i. The Contractor shall at all times during the pendency of this Agreement maintain in full force and effect Employer's Liability, Workman's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. Certificates or other evidence of such insurance shall be furnished by the Contractor to the Village prior to the Contractor entering upon the performance of said Agreement. The Contractor shall carry the following types of insurance in at least the limits specified below:

Worker's Compensation	Statutory limits as amended from time to time
General Liability	$3,000,000 per person $3,000,000 per occurrence
Vehicle Liability	$3,000,000 property damage & bodily injury $3,000,000 per occurrence
Excess Umbrella Liability	$5,000,000 each occurrence

ii. Said insurance policies shall list the Village as additional insured, and shall provide that they cannot be cancelled without thirty (30) days prior written notice to the Village. The Contractor shall furnish the Village with certificates evidencing that the insurance provided for herein is maintained by the Contractor. The Village shall be shown as an additional insured on each policy, other than on the workers compensation policy. Further, the Contractor's insurance shall include contractual liability coverage of the indemnifications and other potential liabilities under this Agreement.

iii. The Insurance coverage specified herein constitutes the minimum requirement and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of this Agreement, or supersede applicable minimum requirements from time to time as set by law. The Contractor shall procure and maintain, at its sole cost and expense, any additional kinds and amounts of insurance which, in the Contractor's own judgment, may be necessary for its property protection in the prosecution of its duties under this Agreement.

iv. The Contractor shall defend, indemnify, and forever keep and hold harmless, the Village, its agents, officials, servants and employees against any and all claims for injuries, death, loss, damages, charges, claims of every type, nature and description (including without limitation environmental and patent claims), suits, liabilities judgments, reasonable attorneys fees, costs and expenses resulting from the Contractor's negligent performance of the services provided pursuant with this Agreement or a breach by the Contractor of the provisions of this Agreement.

v. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by this Agreement, shall in no way limit its responsibility to defend, indemnify, keep and hold harmless and defend the Village, its agents, officials, servants, and employees as hereinabove provided.

vi. The Contractor's duty to comply with all applicable laws, ordinances and regulations and to indemnify and insure the Village shall survive the termination of this Agreement for the applicable statute of limitations.

vii. The Contractor agrees that in the event a judgment should be entered against the Village or its agents, officials, servants and employees for which Contractor's indemnification is required pursuant to this Agreement hereunder, the Contractor shall immediately satisfy same including, but without limitation on the foregoing, all reasonable fees, costs and interest in connection therewith.

IX. OTHER CONSIDERATIONS

A. The Contractor warrants that it is experienced in each of the areas under which it will have duties and obligations under this Agreement and that it has adequate personnel and experience to properly and satisfactorily discharge its duties and obligations under this agreement.

B. The Contractor acknowledges that it is an independent contractor and none of its employees, agents or assigns are employees of the Village. The Contractor agrees to be responsible for all dues, unemployment, social security, and other taxes required by law or contract for its employees, agents or assigns.

C. This Agreement may be extended for a specific period of time upon mutual express written agreement signed by both the Contractor and the Village. Any extension hereunder shall rigidly adhere to the Agreement, as it exists on the date of the notice to extend.

D. Failure of the Contractor to perform

1. All terms and conditions of the Agreement are considered material and, except for a Force Majeure Event (defined below) the failure to perform any of said terms or conditions on the part of the Contractor shall be considered a breach of this Agreement. Should the

Contractor fail to perform any of such terms or conditions for any reason other than a Force Majeure Event, the Village shall have the right to terminate this Agreement after five (5) days written notice to the Contractor to remedy the violation within said time. In addition to any and all equitable legal remedies available to the Village in the event of a breach, the Village shall have the right to call upon the Performance Bond described in this Agreement. The remedies provided to the Village herein shall be cumulative and not exclusive. No waiver by the Village of a default by the Contractor under this Agreement shall be construed as a waiver by the Village of any subsequent default or failure to perform on the part of the Contractor.

2. In the event of a failure by the Contractor to provide any of the services required under this Agreement for a period of five (5) days following written notice of such failure, then the Village, at its sole option and by any means, may take such steps as are necessary to furnish services otherwise provided for in this Agreement. Any and all expenses incurred by the Village may be charged against the Contractor and the Performance Bond furnished by the Contractor. In addition, the Village may immediately terminate this Agreement and may elect, in its sole discretion, to seek any available legal remedy.

3. The Contractor shall not be paid whenever it fails to provide any service required under this Agreement, even if such failure is caused by a Force Majeure Event.

4. "Force Majeure Event" means any event that prevents a party from complying with its obligations under this Agreement, including acts of God (including, without limitation, earthquakes, tornadoes, hurricanes and severe weather events), impassable roadways, labor strikes, or lockouts, or, interruptions by government or court orders, necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction, acts of the public enemy, events affecting facilities or services of non-affiliated third parties, or any other cause of like kind not reasonably within the control of the Party claiming Force Majeure and which by the exercise of due diligence such Party could not have prevented or is unable to overcome.

E. This Agreement is not assignable voluntarily, involuntarily or by process of law, without the prior written consent of the Village, which consent may be withheld by the Village in its sole discretion. Notwithstanding the foregoing, the Contractor may assign this Agreement, without consent, to

an affiliate of the Contractor, so long as such affiliate is under common ownership and control as Contractor and so long as Contractor continues to be bound by this Agreement.

F. The Village may immediately terminate this Agreement under the following circumstances:

1. If the Contractor becomes insolvent or fails to meet its financial obligations, short of a legal declaration of bankruptcy; and

2. Filing of bankruptcy by the Contractor.

3. If this Agreement has not been previously terminated by the Village, this Agreement shall automatically terminate in the event the Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, and in no event shall this Agreement be, or be treated as, an asset of Contractor after adjudication of bankruptcy.

G. The Contractor shall adhere to all applicable Federal, State and local requirements governing equal employment opportunities.

H. The Village has adopted an ordinance governing the prevailing rate of wages paid for work performed in Cook County as determined by the Illinois Department of Labor. All labor performed under the provisions of this Agreement shall comply with the Illinois Prevailing Wage Act.

I. Title to Municipal Solid Waste shall pass to the Village when collected by the Contractor. Title to Excluded Waste or Hazardous Waste shall at no time pass to the Contractor and shall remain with the resident or party who deposited the Excluded Waste or Hazardous Waste with the other waste materials.

J. Title to Recyclable Materials and Landscape Waste set out for collection shall be deemed to be held by the Village. The Contractor shall market said materials or dispose of these materials on behalf of the Village. When the Contractor transports them to a processing, disposal or other site (collectively "Disposal Site") on behalf of the Village, title shall pass to the operator of that Disposal Site. If the Disposal Site is paid for taking the materials that cost paid to the Disposal Site shall be paid solely by the Contractor.

K. Applicable law: This Agreement shall be interpreted according to the laws of the State of Illinois.

X. OTHER CONSIDERATIONS

A. Except as otherwise explicitly provided in this Agreement, all notices permitted or required to be given by the parties to this Agreement shall be in writing and shall be deemed delivered to the addressee when delivered in person on a business day at the address set forth below, or on the third business day after being deposited in the United States Mail for delivery at the address set forth below, postage prepaid, certified or registered mail, return receipt requested.

B. Notices to the Village shall be addressed to, and delivered at, the following address:

Village of La Grange Park
447 North Catherine Avenue
La Grange Park, IL 60526
Attention: Village Manager

C. Notices to the Contractor shall be addressed to, and delivered at, the following address:

Allied Waste
5050 W. Lake Street
Melrose Park, Illinois
Attention: General Manager
OPEN IMMEDIATELY

D. By notice, complying with the requirements of this Article, each party shall have the right to change the address or addressee or both for all future notices to such party.

XI. MEDIATION

A. Except as set forth below, any dispute, controversy, or claim between the Contractor and the Village arising out of or relating to this Agreement, or the breach thereof, shall be settled by a dispute resolution process offered by the West Central Municipal Conference. If such dispute resolution process is unavailable, the Village shall select a commercial mediation service with which the parties will cooperate in settling the dispute. The commercial mediation service's fee shall be paid by the parties in equal shares. The parties may apply to the courts for judicial relief, only after such alternative dispute resolution or mediation process has been carried on or attempted. Nothing in this paragraph shall be interpreted as otherwise limiting the rights of parties to apply for judicial relief.

B. No dispute, controversy or claim regarding any change in rate, fees or the structure thereof shall be subject to mediation or alternative dispute resolution.

C. Any reasonable request for an increase, adjustment or other change in the rate structure as provided for herein shall be negotiated exclusively between the parties. If the parties fail to reach agreement, the Village may declare the Agreement terminated upon ninety (90) days prior written notice.

XII. TERMS

A. The provisions of this Agreement shall be interpreted whenever possible to sustain their legality and enforceability. In the event any provision of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Agreement, shall be in any way affected thereby.

B. The parties acknowledge that the headings contained in this Agreement are provided for convenience only and are not intended to affect its interpretation.

C. This Agreement sets forth the entire agreement between the parties, and there are no other understandings or agreements, oral or written, between the parties with respect to the services to be provided, and the rate and charges therefore.

D. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be affective unless and until such change is reduced to writing and executed and delivered by the authorized representatives of the Village and the Contractor.

IN WITNESS WHEREOF, the Contractor has executed this Agreement with its corporate seal affixed thereto, by its duly authorized corporate officials acting pursuant to authority granted by its Board of Directors. The Village has executed this Agreement with its corporate seal affixed thereto, by its Village President and Village Clerk acting pursuant to authority granted by the Board of Trustees thereof, all on the day and year first written above.

VILLAGE OF LA GRANGE PARK
an Illinois municipal corporation

By: _____
Village President

ATTEST:

_____
Village Clerk

ALLIED WASTE SERVICES OF NORTH AMERICA, LLC
a Delaware corporation

By: _____
President / Vice President

ATTEST:

_____
Corporate Secretary

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, do HEREBY CERTIFY that _____, President of the Village of La Grange Park and _____, Village Clerk of said Village, whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, acknowledged that they signed and delivered the said instrument, as their own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth; and the said Village Clerk, as custodian of the corporate seal of said Village, then and there did affix the corporate seal of said Village to said instrument, as his own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2014.

_____
Notary Public

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, do HEREBY CERTIFY that _____, _____ of _____ and _____, _____ of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument, as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said _____, as custodian of the corporate seal of said corporation, then and there did affix the corporate seal of said corporation to said instrument, as h___ own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2014.

_____
Notary Public

Public Safety Committee

Mario Fotino, Chairman
Patricia Rocco
Robert Lautner

Village Board Agenda Memo

Date: March 20, 2014

To: President and Board of Trustees

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

RE: Renewal of Paramedic/Firefighter Contract

GENERAL BACKGROUND:
As discussed at the March 11th Work Session, Village Staff has proposed renewing contract Paramedic/Firefighter services with Public Safety Services, Inc., who provide our full-time shift personnel.

In relation to the original renewal proposal, staff was instructed by the Board to provide a comparison of contract costs that other communities are paying. As such, staff compiled various contract numbers for the Board to review, which are provided in an attached document. It should be noted that these numbers should reflect the cost for the current fiscal years for each of the agencies shown.

In addition, staff was instructed to obtain the percentage increases being proposed for other PSSI contracts, in other communities. Staff obtained such, which again are compiled in an attached document for review. It should be noted though that contracts expire in different years for different contracts. As such, these numbers are for the current or upcoming fiscal years, but they may not be specifically what is being proposed. They may be numbers already agreed upon that are included in a current contract that is not expiring.

Lastly, staff approached our current contractor with the Board's concerns about what was being proposed in regards to renewal. After several discussions with PSSI, they have agreed to provide a new proposal for contract renewal, with a slightly reduced increase requested.

RECOMMENDATION:
Staff continues to recommend renewing contract services with PSSI as newly proposed, for the various reasons noted in the Board Work Session Agenda Memo dated March 6th, and the following.

Our additional research indicates that we are not completely out of line with what others are paying. As identified at the last Work Session, there are contracts out there that are less expensive than ours, but there are many factors related to our cost, and additional

factors beyond cost that weigh in the decision process. For instance, we have two employees on our contract that will be marking ten year anniversaries with PSSI at a point during our next contract period, in which they will receive additional accumulation of Paid Time Off days. This provides us with long term committed and experienced employees, but results in additional costs to the contractor for covering for these days. Also, our further research indicates that the proposed percentage increase for our contract, is also not out of line with what others are seeing. Lastly, our contractor provided us with additional information that we requested, and was willing to listen to our concerns, and thus provided us with a modified proposal.

ACTION REQUESTED:

Motion to approve the resolution to allow the Village Manager to execute a Certain Agreement with Public Safety Services, Inc. to provide Paramedic/Firefighter personnel from May 1, 2014 to April 30, 2017, for an amount not to exceed $1,544,333.00. The cost per period would be as follows.

05/01/2014 to 04/30/2015	$ 505,873.00
05/01/2015 to 04/30/2016	$ 514,726.00
05/01/2016 to 04/30/2017	$ 523,734.00

DOCUMENTATION:

- Paramedic Contract Cost Comparisons
- Cost Increase Percentage Comparisons
- Contract proposal submitted to provide paramedic/firefighters from May 2014 through April of 2017.
- Resolution Approving Proposal for Paramedic/Firefighter Services for 2014 through 2017 as submitted by Public Safety Services, Inc.
- March 6, 2014 Village Board Memo (w/out attachments)

PSSI Paramedic Contracts - Cost Increase Percentage Comparisons

Agency	Total Number of Contract Employees	Number per 24 hr. shift	Increase
Fox River - Countryside	24	8	2.10%
La Grange Park FD	6	2	1.75%
Riverside FD	6	2	1.25%
Rosemont FD	12	4	1.65%
Tri-State FPD	12	4	3.70%
Western Springs FD	6	2	2.50%

Paramedic Contract Cost Comparisons

Agency	Total Number of Contract Employees	Number per 24 hr shift	Contractor	Current Year Cost	Cost per Position
Bensenville FPD	9	3	Kurtz	671,200	74,577
Elmwood Park	6	2	Metro	493,519	82,253
La Grange Park FD	6	2	PSSI	497,174	82,862
North Riverside FD	6	2	PSI	460,000	76,667
Oak Brook FD	6	2	PSI	507,215	84,536
Pleasantview FPD	12	4	PSI	1,066,400	88,867
Riverside FD	6	2	PSSI	450,613	75,102
Rosemont	12	4	PSSI	989,808	82,484
Tri-State FPD	12	4	PSSI	497,982	82,997
Western Springs FD	6	2	PSSI	506,112	84,352
Wheaton	18	6	Kurtz	1,321,096	73,394

AGREEMENT TO PROVIDE PARAMEDIC PERSONNEL

THIS AGREEMENT made and entered into as of this _____ day of _____, 2014, by and between THE VILLAGE OF LA GRANGE PARK, an Illinois Municipal Corporation, and PUBLIC SAFETY SERVICES INC., an Illinois Corporation.

WITNESSETH

WHEREAS, the VILLAGE OF LA GRANGE PARK, an Illinois municipal corporation, seeks to provide emergency Paramedic ambulance service in order to preserve, protect and promote the public health, safety and general welfare;

WHEREAS, PUBLIC SAFETY SERVICES, INC., 9501 W. Devon Avenue, Suite 501, Rosemont, Illinois, 60018, an Illinois Corporation (hereinafter "PSSI") seeks to provide to the VILLAGE OF LA GRANGE PARK paramedic personnel for emergency ambulance and other services on a time basis under the terms and conditions hereinafter set forth; and

WHEREAS, the parties desire to commit their agreements and understandings to writing.

NOW, THEREFORE, in consideration of the premises, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement do hereby agree as follows:

1. The recitals set forth above are hereby incorporated into and made a part of this Agreement.

2. "PSSI" shall provide (6) six State Of Illinois licensed Paramedics, two of which are to be on duty at all times. Said Paramedics shall perform paramedical and other agreed upon duties for the exclusive use of THE LA GRANGE PARK FIRE DEPARTMENT. In the event of illness, vacation, or other vacancy caused by the absence of the regularly assigned PSSI Paramedics, PSSI shall provide replacement Paramedics.

3. "PSSI" and its employees shall comply with all State and Federal laws, rules and regulations, including the regulations of the Illinois Department of Public Health, the codes, ordinances, rules and regulations of THE VILLAGE OF LA GRANGE PARK, the laws, ordinances and regulations of any governmental unit which has jurisdiction over "PSSI's" operations pursuant to this Agreement, and the rules and regulations of the LOYOLA System of Mobile Intensive Care or any other similar System which THE LA GRANGE PARK FIRE DEPARTMENT has been designated to or chooses to operate under.

4. "PSSI" Paramedics shall operate under the direction of and shall have scheduling approved by the LA GRANGE PARK FIRE CHIEF, or by any person designated by him. Paramedics assigned to LA

GRANGE PARK FIRE DEPARTMENT shall fulfill any lawful duties and assignments as directed by THE LA GRANGE PARK FIRE CHIEF or his designated Officers.

5. "PSSI" Paramedics shall have as their primary duty and responsibility the providing of advanced life support pre-hospital medical care to persons within the VILLAGE OF LA GRANGE PARK. In addition and as such, they shall respond to any calls for emergency services within or outside of the VILLAGE OF LA GRANGE PARK, in accordance with VILLAGE OF LA GRANGE PARK FIRE DEPARTMENT response procedures and mutual-aid agreements. Furthermore, other on-duty services shall be provided, including but not limited to: demonstrations of the ambulance and equipment; providing blood pressure screening services as scheduled by the LA GRANGE PARK FIRE DEPARTMENT.

6. "PSSI" is responsible for the continuing professional education of "PSSI" employees as designated or mandated by the LOYOLA System of Mobile Intensive Care or other regulating System, and the Illinois Department Of Public Health, or The State Of Illinois. On duty "PSSI" paramedics may however participate in the "in-house" continuing education classes and testing as established by LA GRANGE PARK and the LOYOLA System of Mobile Intensive Care at no cost to "PSSI". It is understood that individual Paramedics assigned to LA GRANGE PARK are each responsible for accumulating clinical and didactic continuing education credit hours for recertification and shall provide to the LA GRANGE PARK FIRE DEPARTMENT evidence of having obtained same if requested by LA GRANGE PARK.

7. "PSSI" Paramedics shall be called upon from time to time to perform the duties of a Firefighter. All Paramedics assigned to LA GRANGE PARK shall be State Of Illinois Certified Firefighter II in accordance with the State Of Illinois Office of The State Fire Marshall Division of Personnel and Standards requirements. Paramedics assigned to LA GRANGE PARK shall be informed by "PSSI" of this requirement before reporting for duty at the LA GRANGE PARK FIRE DEPARTMENT. It is understood by both parties that the intent of the contract is to provide the VILLAGE OF LA GRANGE PARK two Paramedic/Firefighters per shift, but occasionally it may be necessary that Paramedics assigned to LA GRANGE PARK are not yet FFII certified. It is further understood by both parties that these Paramedics may only work at LA GRANGE PARK, and this situation shall only take place in LA GRANGE PARK, with the consent of the LA GRANGE PARK Fire Chief or his designates.

8. The Paramedics assigned to LA GRANGE PARK by "PSSI" shall be employees of "PSSI", not The VILLAGE OF LA GRANGE PARK. "PSSI" shall have the sole obligation to provide the Paramedics employed by "PSSI" with health insurance, to make or cause to be made payments which may be due under the Worker's Compensation Act and to meet any and all other obligations which an employer may have under local, State and Federal laws. When requested, "PSSI" shall provide to The

VILLAGE OF LA GRANGE PARK evidence of current and paid up worker's compensation insurance for "PSSI" employees assigned to LA GRANGE PARK.

9. Paramedics assigned to LA GRANGE PARK shall have experience as acceptable to THE LA GRANGE PARK FIRE CHIEF.

10. Paramedics assigned to LA GRANGE PARK shall assist the LA GRANGE PARK EMS Coordinator in the efficient operations of the total EMS program.

11. Prior to assignment of service to LA GRANGE PARK, the LA GRANGE PARK FIRE CHIEF or his designee may interview Paramedics proposed for assignment to LA GRANGE PARK. A resume' of each Paramedic proposed for assignment to LA GRANGE PARK shall be provided by "PSSI" to the LA GRANGE PARK FIRE CHIEF if requested. "PSSI" shall certify in writing to THE LA GRANGE PARK FIRE CHIEF that Paramedics assigned to full time service to LA GRANGE PARK meet physical condition, physical agility and drug screening requirements as specified by LA GRANGE PARK. THE LA GRANGE PARK FIRE DEPARTMENT shall have the right to reject any Paramedic from service with THE LA GRANGE PARK FIRE DEPARTMENT for just cause or for reasons of incompatibility, and "PSSI" shall replace such Paramedic within a reasonable amount of time. "PSSI" shall give preference to hiring candidates referred by LA GRANGE PARK if said candidates meet "PSSI" entrance requirements.

12. "PSSI" and all Paramedic employees thereof shall be covered by comprehensive professional liability insurance as well as general liability insurance, with minimum policy limits of at least $5,000,000.00. Proper proof of such insurance in the form of a certificate of insurance shall be provided to THE VILLAGE OF LA GRANGE PARK upon the execution of this Agreement and from time to time upon reasonable request. The insurance provider selected shall have a minimum rating of at least AVII according to AM Best Insurance Rating Schedule or, in the alternative, the insurance provider shall be otherwise satisfactory to the Village. PSSI shall name the Village of La Grange Park, its Officials, agents, and employees as additional insured parties under said policy with respect to services provided by PSSI pursuant to this agreement.

Except as provided for in paragraph 17 hereinbelow: "PSSI" shall be liable and responsible for any claims, demands, causes of action, liabilities, fees, assessments, payments, obligations, debts, charges, fines and judgments that may arise which are solely attributable to the employment, acts, omissions, malfeasance, misfeasance, or other conduct of personnel it has assigned under this Agreement; and, in no way shall the Village be an insurer, actual or implied, for "PSSI", or accept liability or responsibility for the actions of its personnel from any damage or injury to Village personnel, property or equipment attributable to the gross negligence of any of its personnel.

"PSSI" shall indemnify and hold harmless the Village, its officers, agents and employees from any claims, demands, causes of action, liabilities, fees, obligations, payments, debts, charges, assessments, fines, judgments, attorneys' fees, damage or injury assessed against the Village that are the

sole responsibility of "PSSI" hereunder. The Village will promptly notify "PSSI" in writing in the event it is served with any claim or demand of which "PSSI" may be liable and respondible hereunder.

13. In the event of simultaneous calls, or when more than one Mobilė Intensive Care Unit is needed, comparable backup service will be provided by VILLAGE OF LAGRANGE PARK personnel, or by surrounding communities through THE VILLAGE OF LA GRANGE PARK mutual aid agreements.

14. "PSSI" Paramedics assigned to LA GRANGE PARK shall be provided with uniforms and fire protective gear as specified by THE LA GRANGE PARK FIRE DEPARTMENT at the expense of PSSI. No reference shall be made to "PSSI" on any uniform, equipment, or supplies used in the LA GRANGE PARK FIRE DEPARTMENT EMS program.

15. "PSSI" shall complete all necessary reports as requested by LA GRANGE PARK and as required by the State Of Illinois, and any agency of the United States of America, or any hospitals committed to by the LA GRANGE PARK FIRE DEPARTMENT, or for any other agency requiring information regarding the operation of a Mobile Intensive Care Unit.

16. The ambulance(s) and all equipment and supplies necessary to the operation of a Mobile Intensive Care Program shall be provided by THE VILLAGE OF LA GRANGE PARK FIRE DEPARTMENT. Such equipment and supplies shall meet or exceed standards of the Illinois Department of Transportation, Illinois Department of Public Health, Federal standards that are applicable to ambulance equipment and operations, and hospitals and MICU Systems committed to by THE LA GRANGE PARK FIRE DEPARTMENT.

17. "PSSI" shall be required to provide only those services as set forth above. THE VILLAGE OF LA GRANGE PARK shall provide motor vehicle liability coverage for the operation of any and all motor vehicles utilized by "PSSI" employees as directed by THE LA GRANGE PARK FIRE DEPARTMENT.

18. The above described services shall be provided for the time periods and payment(s) as follows. Period One beginning May 1st, 2014 and ending April 30, 2015 for the sum of $505,873.00 and period 2 beginning May 1st, 2015 and ending April 30, 2016 for the sum of $514,726.00 and period 3 beginning May 1st, 2016 and ending April 30th, 2017 for the sum of $523,734.00 payable as follows: 10% of each period amount is due as non-refundable down payment on the first day of each of the three periods, with the balance payable in twelve equal installments due on the last day of each of the twelve months of service for each twelve month period beginning with the month of May, 2014. The parties agree that the VILLAGE OF LA GRANGE PARK may terminate this Agreement by giving (90) ninety days written notice thereof. Should LA GRANGE PARK terminate this Agreement prior to the contract expiration date, the parties agree that LA GRANGE PARK shall not hire PSSI personnel previously assigned to LA GRANGE PARK for a period of at least 120 days from the date that the termination becomes effective, not to exceed the contract expiration date.

19. "PSSI" and THE VILLAGE OF LA GRANGE PARK each agree that at any time, and from time to time, to execute and deliver any and all documents reasonably requested by the other to carry out the intent of this Agreement.

20. This Agreement contains the entire Agreement between the parties to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral and written, are merged herein.

21. The Village and "PSSI" hereby agree that neither party shall discriminate on the basis of race, creed, color, sex, age, national origin, ancestry, religion, disability, or any other status protected by state or federal laws relating to discrimination in employment, or in carrying out their respective duties for the hiring, assignment, termination, transfer and selection of paramedic/firefighters covered by this agreement. "PSSI" will also provide ambulance service without regard to race, creed, color, sex, age, national origin, ancestry, religion, disability, or any other status protected by state or federal laws.

22. The Village and "PSSI" hereby recognize and declare that sexual harassment is illegal and against the employment policies of the Village and "PSSI". "PSSI" shall have a written sexual harassment policy containing, at a minimum, the requirements set forth in Section 2-105 of the Illinois Human Rights Act, 775 ILCS 5/2-105. Proof of the establishment and dissemination of the policy shall be provided by "PSSI" to the Village upon request.

23. All notices, requests or other communications under this Agreement shall be in writing and shall be deemed properly served upon delivery by hand to the parties to whom it is addressed or upon receipt if sent, postage prepaid by United States certified Mail, return receipt requested, addressed as follows:

(a) IF INTENDED FOR THE LA GRANGE PARK FIRE DEPARTMENT
FIRE CHIEF
Village Of LA GRANGE PARK FIRE DEPARTMENT
447 North Catherine
La Grange Park, Illinois 60526

(b) IF INTENDED FOR PUBLIC SAFETY SERVICES, INC.
GARY K. FREDRICK, PRESIDENT
PUBLIC SAFETY SERVICES, INC.
9501 W. Devon Suite 501
Rosemont, Illinois 60018

or to other such addresses as the parties shall give notices herein provided.

24. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State Of Illinois applicable to contracts made and to be performed in that state.

25. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their prospective successors and assigns.

IN WITNESS HEREOF, the parties hereto have set their hands and seals on the date first written above.

VILLAGE MANAGER _____

ATTEST: _____

PUBLIC SAFETY SERVICES, INC. _____
President

ATTEST: _____
Corporate Secretary

RESOLUTION NO. 14-07

RESOLUTION APPROVING PROPOSAL FOR PARAMEDIC/FIREFIGHTER SERVICES FOR 2011 THROUGH 2014 AS SUBMITTED BY PUBLIC SAFETY SERVICES, INC. (PSSI)

WHEREAS, the existing paramedic/firefighter services contract for the Village of La Grange Park expires April 30, 2014; and

WHEREAS, the Village has received a proposal for a new service contract from their current provider, Public Safety Services, Inc. (PSSI), to contract for paramedic/firefighter services from May 1, 2014 through April 30, 2017; and

WHEREAS, the La Grange Park Fire Department and the Village of La Grange Park has received satisfactory service from and performance by Public Safety Services, Inc. (PSSI); and

WHEREAS, after consideration of the professional service capabilities and the positive experiences resulting from contracting Public Safety Services, Inc. (PSSI) to provide paramedic/firefighter services to the Village of La Grange Park, the Village has decided to again contract with Public Safety Services, Inc. (PSSI) to provide such services.

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

1. That the Village of La Grange Park hereby approves the paramedic/firefighter services proposal submitted by Public Safety Services, Inc. (PSSI).

2. The Village Manager is authorized and directed to execute an agreement with PSSI consistent with the proposal submitted, following legal review and approval of the Village Attorney as to form.

ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois this 25th day of March 2014.

YES:

NO's:

ABSENT:

Approved this 25th day of March 2014.

_____
Dr. James L. Discipio, Village President

ATTEST: _____
Amanda G. Seidel, Village Clerk

APPROVED AS TO FORM-
VILLAGE ATTORNEY _____

Village Board Agenda Memo

Date: March 6, 2014

To: President and Board of Trustees

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

RE: Renewal of Paramedic/Firefighter Contract

GENERAL BACKGROUND:
As you are aware, the Village contracts our full-time shift Paramedic/Firefighter personnel from Public Safety Services, Inc. We have done so for the last twelve years when PSSI was awarded their initial contract, replacing a different service provider. It was renewed just over three years ago. The initial contract was awarded after an extensive "Request for Proposals" was developed, and an extensive review was done in regards to the proposals received. We are currently near the end of the contract period, and need to once again contract for Paramedic/Firefighter services.

RECOMMENDATION:
Staff recommends renewing contract services with PSSI. For the past twelve years that we have utilized them, we have been very pleased with the service they have provided, and the delivery of service has met or exceeded our standards and expectations. In fact, residents who utilize our ambulance regularly send us thank you cards and letters complimenting our staff on the care and treatment they receive.

As you know, our Emergency Medical Services are one of the most important services we provide our residents. Obviously, in various instances, this service can directly affect the life and death of a resident. As such, it is imperative that the Village continues the quality service level we currently provide.

In addition to the service it provides, the company appears to live up to its' promises. One such area is that of reduced turnover, which remains a concern and factor for nearly all municipal fire departments utilizing contracted personnel. Turnover has been minimal as of late, and occurs at a manageable rate with PSSI. Also, the company itself appears to be a leader and resource in the local EMS industry. In the past they have developed and implemented various compliance programs for the Village, such as those for exposure control to blood borne pathogens, and changes to the Health Insurance Portability and Accountability Act, which are critical. Their Vice President has been a long time teacher in the paramedic program of Northwest Community Hospital, where the Paramedic program began in Illinois in the early 1970's. Furthermore, PSSI is familiar with our operations, is responsive to our needs, and addresses any concerns we may have. For a few special events in the Village where additional EMS staffing is needed for a couple of hours, they continue

to supply additional staff at no extra cost to the Village. Finally, their employees are not simply assigned to our Village and placed here to fill an open shift. We work together closely with PSSI in interviewing prospective new employees, and as a Village, we have the final determination as to who we accept to serve our residents.

Overall, staff does not believe there are any current better alternatives for the costs. Although it is likely we could get a lower proposal from another company in this industry, I don't believe it would be worth taking a chance with someone new. We have researched alternatives in the past, and based upon discussions with representatives of neighboring fire departments who have utilized other companies, it appears we are getting a high level of service. Critical systems such as equipment checks and drug inventories are well in place, and our current employees appear overall content with their current employer PSSI. Although they work for PSSI, they work as our Paramedic/Firefighters, in our uniform, in our ambulance entering our neighbors' homes. This is their full-time employment and thus their career at this point. If we were to replace the contractor, our current contracted personnel may or may not be employed by the new contractor. If they are, health insurance plans and other benefits could be changed or discontinued, and/or salaries could be reduced. Furthermore, four of our current contract employees actually live within our Village.

Our current annual contract rate for six employees is $497,174.00, which comes out to a cost of $82,862.00 per position. As this is a contract price, this cost-per-position is not only salary, but includes employee benefits such as health insurance, paid-time-off, and a retirement savings plan. It also includes overall contract administration costs such as general and professional liability insurance, workers compensation, and uniforms.

After some initial discussions regarding contract renewal with PSSI, they have submitted a proposal for the upcoming three fiscal years for us to review. Overall, it requests a 2% increase in costs per year.

ACTION REQUESTED:

Motion to approve the resolution to allow the Village Manager to execute a Certain Agreement with Public Safety Services, Inc. to provide Paramedic/Firefighter personnel from May 1, 2014 to April 30, 2017, for an amount not to exceed $1,551,984.00. The cost per period would be as follows.

05/01/2014 to 04/30/2015	$ 507,118.00
05/01/2015 to 04/30/2016	$ 517,260.00
05/01/2016 to 04/30/2017	$ 527,606.00

DOCUMENTATION:

- Contract proposal submitted to provide paramedic/firefighters from May 2014 through April of 2017.
- Resolution Approving Proposal for Paramedic/Firefighter Services for 2014 through 2017 as submitted by Public Safety Services, Inc.

Village Manager's Report

Village Board Agenda Memo

Date: March 18, 2014

To: Village President & Board of Trustees

From: Julia Cedillo, Village Manager

RE: **Finance Director Appointment**

PURPOSE

To seek Village Board approval for the appointment of Larry Noller as the Village's new Finance Director.

GENERAL BACKGROUND:

Pierre Garesche is retiring as the Village's Finance Director with his final date of employment on March 28, 2014. Upon receipt of this notice, the Village engaged the services of Voorhees Associates to assist in a thorough recruitment of qualified candidates to fill the Finance Director position. The Village received over eighty (80) applications, and with the assistance of Voorhees, narrowed the candidate pool to five for a staff panel interview. From there, three finalists advanced to a second panel interview. Following the completion of the 2nd panel interview and a writing/financial analysis exercise, the candidate selected to fill the position is Larry Noller.

Mr. Larry Noller is presently working as the Assistant Director of Finance for the City of Wheaton. Prior to Wheaton, Mr. Noller served as the Interim Finance Director and Assistant Finance Director for the Village of Glen Ellyn. Mr. Noller has a Master of Public Administration with a specialization in Fiscal Administration from Northern Illinois University. He also has a Master of Science in Environmental Science from the School of Public and Environmental Affairs at Indiana University. Mr. Noller has his undergraduate degree in Geology, achieving a Bachelor of Art from St. Louis University.

Mr. Noller's first day is April 3rd and he will be introduced at both the April Work Session and Board Meeting.

ACTION REQUESTED

Motion to appoint Larry Noller as Finance Director, effective April 3, 2014.

STAFF RECOMMENDATION:

Staff recommends that the Village Board approve the appointment of Larry Noller to the position of Finance Director.

Items of Interest

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

WCMC Legislative Drive-Down
Springfield, IL

Wednesday, March 26, 2014
all day event

2014 MEETINGS REMINDER

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