

PRESIDENT  
Dr. James L. Discipio  
VILLAGE MANAGER  
Julia A. Cedillo  
VILLAGE CLERK  
Amanda G. Seidel



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

## VILLAGE BOARD WORK SESSION

Tuesday, NOVEMBER 13, 2012 – 7:30 p.m.

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### AGENDA

1. **Call meeting to order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Public Participation (Agenda and Non-Agenda Related Items)**
5. **Administration Committee Items**
  - A. Discussion & Action – Lease for China Cat Productions
6. **Engineering & Capital Projects Committee Items**
  - A. Discussion – Flood Mitigation Report
7. **Public Safety Committee Items**
  - A. Discussion – Cook County Health Department IGA
8. **Public Works Committee Items**
  - A. Discussion – 2012-2013 Tree Trimming Program
  - B. Discussion – 2012 Sewer Cleaning and Televising
  - C. Discussion & Action – Authorization of Payment to United Concrete for 2012 Sidewalk Removal/Replacement Program
9. **Finance Committee Items**
  - A. Discussion – Tax Levy Ordinances
10. **Other Reports:**
  - (A) Village Manager
  - (B) Village President
    - Discussion & Action – Appointment of Caroline Nash Domagalski to the Zoning Board of Appeals
    - Discussion – Resolution Approving the 2013 Meeting Schedule
  - (C) Village Clerk
  - (D) Committee
11. **New Business**

**VILLAGE BOARD WORK SESSION MEETING**  
**Tuesday, NOVEMBER 13, 2012 – 7:30 p.m.**

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**AGENDA (continued – Page 2)**

12. **Executive Session** – *for the purpose of discussing 1) the minutes of meetings lawfully closed under the Act, whether for the purpose of approval by the body of minutes or semi-annual review of the minutes as mandated by Section 2.06 of the Act according to 5 ILCS120/2 (c)(21), 2) collective bargaining, and 3) the selection of a person to fill a Village Committee according to 5 ILCS 120/2 (c)(3)*
  
13. **Adjourn**

*Next Village Board Meeting: November 27, 2012*

*Next Village Work Session Meeting: December 11, 2012*



## **RULES FOR PUBLIC COMMENT**

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

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

# **Administration Committee**

**Vacancy, Chair**  
**Rimas Kozica**  
**Patricia Rocco**

# Village Board Agenda Memo

Date: November 13, 2012

To: President & Board of Trustees

From: Emily Rodman, Assistant Village Manager 

Julia Cedillo, Village Manager 

RE: **China Cat Productions, LLC Proposed Rooftop Lease**

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## **BACKGROUND**

At the August 14<sup>th</sup> and October 2<sup>nd</sup> Work Sessions, the Village Board considered a request by DRW Holdings d/b/a China Cat Productions, LLC to install two satellite dishes on the Village's water tower located at 937 Barnsdale Road (adjacent to the Public Works facility). The dishes would be used solely for the company's internal communications. Upon conclusion of the discussion at the October 2<sup>nd</sup> Work Session, the Village Board directed staff to proceed with negotiating a lease with China Cat Productions, LLC.

Village staff, with the assistance of the Village attorney, has successfully negotiated a one-year lease, with two, one-year options for renewal, with China Cat Productions, LLC. The lease allows for the installation of two satellite dishes approximately 24" in diameter and ancillary equipment on the Village's water tower property. The proposed lease rate is \$2,000 monthly.

Staff is requesting the Village Board take action on this item this evening, in order that China Cat Productions, LLC may move forward with their application for a building permit and installation of the equipment as expeditiously as possible.

## **MOTION/ACTION REQUESTED:**

*To approve the Rooftop Lease for 937 Barnsdale Road between China Cat Productions, LLC and the Village of La Grange Park.*

## **DOCUMENTATION:**

- Rooftop Lease

**ORDINANCE NO. 958**

**ORDINANCE APPROVING ROOFTOP LEASE  
AT BARNSDALE WATER TOWER FOR  
CHINA CAT PRODUCTIONS LLC**

WHEREAS, China Cat Productions LLC, a Delaware limited liability company, has asked the Village of LaGrange Park for permission to lease space on the Village's water tower at 937 Barnsdale, LaGrange Park, Illinois for two (2) satellite dishes, each 2 feet in diameter, and related equipment; and

WHEREAS, China Cat Productions LLC has proposed a Rooftop Lease, for a 1 year term, with two (2) additional 1-year renewal terms, whereby China Cat Productions LLC will pay the Village \$2,000 per month rent for space on the water tower for its two dishes and related equipment (the "Lease"); and

WHEREAS, the Village Attorney has approved the form of the Lease; and

WHEREAS, the Village President and Board of Trustees find that it is in the best interests of the Village to accept the Lease; and

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

**SECTION 1:** That the Lease submitted by China Cat Productions LLC be and hereby is approved; provided, however, that any installations of satellite dishes and related equipment shall not commence until issuance of all required permits by the Village of LaGrange Park Building Department.

**SECTION 2:** That this Ordinance shall become effective and shall be in full force and effect from and after its passage subject to continued compliance with the conditions set forth herein.

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

\_\_\_\_\_  
James L. Discipio, Village President  
Village of La Grange Park

ATTEST: \_\_\_\_\_  
Amanda Seidel  
Village Clerk

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

AYES:

_____	_____
_____	_____
_____	_____
_____	_____

NOS:

_____	_____
_____	_____
_____	_____
_____	_____

CERTIFIED TO BE CORRECT:

\_\_\_\_\_  
Village Clerk

# ROOFTOP LEASE

## 937 Barnsdale Rd

**THIS ROOFTOP LEASE** (this "**Lease**") is by and between the Village of LaGrange Park, a municipal corporation ("**Landlord**") and China Cat Productions LLC, a Delaware limited liability company ("**Tenant**").

This Lease is entered into based upon the following facts, circumstances and understandings:

A. **Premises.** Landlord owns certain real property legally described in Exhibit "A" attached hereto with a common property address of 937 Barnsdale Rd., Chicago, Illinois and commonly known as the "Water Tower Property" (the "**Property**"). Tenant desires to lease a portion of space on top of the water tower (the "**Building**") located on Landlord's Property for the placement of a wireless communication system for voice and data transmissions (as more fully described herein), together with the designated easements over portions of Landlord's Property and the Building and/or, if applicable, shared use of Landlord's easements over other real property as designated for Tenant's access and utilities to the leased area (altogether the "**Premises**"), as depicted and described on Exhibit "B" attached hereto. Landlord represents and warrants that it has the complete right and authority to grant the rights set forth herein and that Landlord has full rights of ingress to and egress from the Premises from a public roadway.

B. Tenant desires to construct and operate a wireless communications system at the Premises.

C. Based on the foregoing facts, circumstances and understandings set forth herein and on the terms and conditions set forth below, Landlord is willing to lease the Premises to Tenant for Tenant's proposed use subject to the terms and conditions of this Lease.

WHEREFORE, in consideration of the facts, circumstances and understandings set forth above and the terms and conditions set forth herein, the parties, intending to be legally bound, hereto agree as follows:

1. **Term.** The initial term of the Lease shall be one (1) year commencing on the date that Tenant commences construction at the Premises (the "**Commencement Date**"), and terminating at midnight on the last day of the first (1<sup>st</sup>) anniversary of Commencement Date (the "**Initial Term**").

2. **Permitted Use.** The Premises may be used by Tenant for the transmission and reception of communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of the Antennae Facilities (as defined below) in accordance with the terms and conditions of this Lease (the "**Permitted Use**"). Landlord represents and warrants that as of the date hereof, there are many other pre-existing wireless communication systems (other than systems for the personal use of residents in the Building) located on the Property. Landlord covenants and agrees that during the term of this Agreement, including any renewal hereof, Tenant will be entitled to the exclusive use of a 2' x 2' area of the water tower structure on the Property for the installation and operation of 2 wireless antennae, subject to the rights of all existing lessees and licensees.

3. **Rent.** Tenant shall pay Landlord, as rent, \$2,000 per month ("**Rent**"). Rent for the first month shall be payable within twenty (20) days following the Commencement Date, prorated for the remainder of the month in which the Commencement Date falls, and thereafter, Rent will be payable monthly, in advance, by the fifth day of each month to Landlord, at the written direction of the Landlord. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason (other than a default by Tenant) and all prepaid Rent for that month shall be immediately refunded to Tenant.

4. **Renewal.** Tenant shall have the right to extend this Lease for two (2) additional one (1) year renewal terms (each a "**Renewal Term**"). This Lease may be renewed by Tenant for each successive Renewal Term subject to the satisfaction of the following conditions (i) Tenant is not then in default under the terms of this Lease beyond any applicable grace or cure period, and (ii) Tenant has delivered to Landlord written notice of its exercise of the right to extend this Lease for the next succeeding Renewal Term not later than sixty (60) days prior to the expiration of the then existing Term of this Lease. Any reference in this Lease to the Term, shall include the Initial Term and/or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease, except that Rent shall be equal to one hundred fifty percent (150%) of the Rent which would otherwise be in effect as of such dates, and Landlord shall have all rights and remedies available under this Lease and applicable law as a result of Tenant's failure to vacate the Premises in accordance with the terms of this Lease.

5. **Interference.** Tenant shall not use the Premises in any way which interferes with the use of the Property by (i) Landlord; provided, however, that Landlord agrees that installation and operation of the Antenna Facilities as contemplated by this Lease shall not be deemed to interfere with Landlord's use of the Property, or (ii) lessees or licensees of Landlord with

rights in the Property. Similarly, Landlord shall not use, nor shall Landlord knowingly permit its owners, lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which materially adversely interferes with the Permitted Use of the Premises by Tenant, causes interference with the voice and data transmissions to and from the Antenna Facilities, increases Tenant's costs under this Lease or is otherwise a breach of Landlord's representations, warranties or covenants under this Lease (except as may be allowed under leases, licenses or other agreements in effect at the time of this Lease). To the extent required by law, Tenant shall license its frequencies with the appropriate governmental authorities to operate the Antenna Facilities. If any interference with Tenant's Permitted Use exists in violation of the terms of this Lease or any interference caused by Tenant exists in violation of the terms of this Lease, it shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right to terminate this Lease immediately upon written notice. For further clarification, Landlord or Tenant, as applicable, must provide the interfering party with evidence of such interference and provide for a reasonable time period to resolve the interference; provided, however, if any such interference is not resolved within ten (10) days, Tenant may terminate this Lease.

#### 6. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its sole expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its wireless communications system, which shall consist, without limitation, of radio transmitting and receiving antennas, microwave dishes, equipment cabinets and related cables and utility lines and other associated equipment as described on Exhibit "C" attached hereto (collectively, the "**Antenna Facilities**"). Tenant shall have the right, at its sole expense, to alter, replace, enhance or upgrade the Antenna Facilities at any time during the term of this Lease in the ordinary course of Tenant's business, except that any alteration, replacement or upgrade of the Antenna Facilities which exceeds the dimensions of the Premises or the previously installed dimensions of the Antenna Facilities, shall require the prior written consent of Landlord. Tenant shall cause all construction, maintenance, operation and removal of the Antennae Facilities to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall have the right to remove the Antenna Facilities at any time, at its sole cost, during and upon the expiration or termination of this Lease, provided that Tenant complies with all other terms of this Lease in connection with such removal. Upon such removal, the Premises shall be returned to Landlord in the same or as near as condition as when received, normal wear and tear and casualty excepted.

(b) Tenant, at its sole expense, may use any and all appropriate means of restricting access to the Antenna Facilities, subject to compliance with applicable laws and ordinances.

(c) Tenant shall, at its sole expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair, and in compliance with all applicable laws and ordinances during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in the same or as near as condition as when received, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators, the location of which shall be subject to the prior written approval by Landlord) and or to connect into the existing utilities at the Property. Landlord agrees to use reasonable efforts in assisting Tenant in connection with all such utility related activities. Tenant shall, wherever practicable, at its sole cost and expense, install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed, Tenant shall pay the periodic charges based on the good faith estimates of Landlord and Tenant of all utilities attributable to Tenant's use. Tenant shall have the right to install necessary conduit and sleeving from the roof to the point of connection within the Building subject to prior approval by Landlord. Landlord shall diligently correct any variation, interruption or failure of utility service, within Landlord's reasonable control. Landlord and Tenant acknowledge that to the extent Tenant is submetering utilities from Landlord's existing utilities, Tenant may immediately terminate this Lease on written notice to Landlord and without penalty or further payment of Rent, to the extent that there is an interruption of utilities for more than five (5) business days caused by any non-payment of utility fees by Landlord and Landlord is unable to restore service immediately following such five (5) day period; provided, however, Tenant reserves the right to pay such outstanding utility costs and be entitled to reimbursement from Landlord for all such utility **expenses**.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant a non-exclusive easement in, under and across the Property, in such areas as are designated by Landlord on Exhibit B, for ingress, egress, utilities and access to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "**Easements**"). The Easements provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises ("**Access**") at all times during the Term of this Lease, subject to reasonable restriction of access by Landlord to accommodate repairs and maintenance of the Property.

In the event Landlord, its employees or agents impede or deny Access to Tenant in a manner not permitted by this Lease for five (5) days following written notice to Landlord, Tenant may terminate this Lease and pursue any remedy at law or in equity.

7. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability, as follows:

(a) by Tenant, prior to Tenant's installation of the Antenna Facilities on the Premises, if Tenant is unable to obtain any license (including without limitation an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities and after Tenant's installation if any such permit, approval or easement is canceled, expires or is withdrawn or terminated, or if Licensee's ability to use the Antenna Facilities is otherwise frustrated by applicable laws;

(b) upon thirty (30) days' written notice by Tenant if the Property, the Building or the Antenna Facilities are, or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

(c) immediately upon written notice by Tenant if the Building or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect Tenant's use of the Antenna Facilities and the Premises cannot reasonably be repaired to their previously existing condition within thirty (30) days. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises are restored to the condition existing immediately prior to such damage or destruction; or

(d) by either Landlord or Tenant, at the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

8. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, either party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 11 hereof, to take effect immediately, if the other party (i) fails to cure any monetary failure, for a period of thirty (30) days after receipt of written notice thereof to the other to cure or (ii) commits a material breach of this Lease and fails to diligently pursue such cure to its completion after sixty (60) days' written notice to the defaulting party. Notwithstanding the foregoing, in the event any interference with the voice and data transmissions to and from Tenant's Antenna Facilities is not eliminated within ten (10) days, as provided in Section 5 above, Tenant may terminate this Lease.

9. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Premises. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which are directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease has not expired of its own terms or is not terminated by either party. Landlord hereby grants to Tenant the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property or real property tax assessments that may affect Tenant. If Landlord receives notice of any personal property or real property tax assessment against the Landlord, which may affect Tenant and is directly attributable to Tenant's installation and Tenant's Antenna Facilities, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment; such notice must comply with Section 11 below. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 9.

#### 10. Insurance and Subrogation and Indemnification

(a) Tenant will provide Commercial General Liability Insurance in an aggregate amount of \$5,000,000.00 per occurrence and \$5,000,000 annual aggregate, Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain. Landlord will be named as an additional insured with respect to the General Liability and Excess Liability policies if used to meet the required insurance under this section. Tenant shall also maintain in force, at its expense, during the term of this Lease, "all risk" property insurance on the Antenna Facilities. Upon written request, Tenant shall furnish Landlord certificates of insurance evidencing the insurance coverage required under this subsection.

(b) Landlord will provide Commercial General Liability Insurance in an aggregate amount of \$5,000,000.00 per occurrence and \$5,000,000 annual aggregate, Landlord may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Landlord may maintain. Tenant will be named as an additional insured with respect to the General Liability and Excess Liability policies if used to meet the required insurance under this section. Landlord shall also maintain in force, at its expense, during the term of this Lease, "all risk" property insurance on the Building with

replacement cost coverage to cover any loss thereof or damage thereto. Upon written request, Landlord shall furnish Tenant certificates of insurance evidencing the insurance coverage required under this subsection.

(c) The proceeds of any property coverage retained by Tenant shall be payable exclusively to Tenant and the proceeds of any property coverage retained by Landlord shall be paid exclusively to Landlord. The proceeds under Tenant's Commercial General Liability Insurance or under Landlord's Commercial General Liability Insurance shall be payable to the person entitled to receive such proceeds.

(d) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder or required by this Lease to be insured irrespective of whether such insurance is actually obtained. In the event of such loss, neither party's insurance company shall have a subrogated claim against the other. To the extent loss or damage is not covered by their first party property insurance policies, or would not have been covered by the insurance policies required under this Lease, Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of the willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified party or anyone claiming through the indemnified party. The indemnifying party's obligations under this section are contingent upon (i) its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and (ii) the indemnified party's granting it the right to control the defense and settlement of the same. Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this Lease for a period of one (1) year. Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property, including the Premises.

11. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

China Cat Productions LLC  
540 W. Madison St., Suite 2500  
Chicago, Illinois 60661

Attn:

Telephone Number:

Facsimile Number:

With a copy to:

China Cat Productions LLC  
540 W. Madison St., Suite 2500  
Chicago, Illinois 60661

Attn:

Telephone Number:

Facsimile Number:

If to Landlord, to:

Village of LaGrange Park  
447 N. Catherine  
LaGrange Park, Illinois 60526  
Attn: Village Manager  
Telephone Number: 708-354-0225  
Facsimile Number: 708-354-0241  
E-mail: [jcedillo@lagrangepark.org](mailto:jcedillo@lagrangepark.org)

12. Quiet Enjoyment, Title and Authority. Landlord and Tenant each covenant and warrant to the other party that (i) it has full right, power and authority to execute this Lease; and (ii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on such party. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

13. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "**Hazardous Substance**") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation which is present in quantities prohibited by applicable law. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other

properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Tenant prior to and during the Initial Term and any Renewal Term of this Lease. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 13 shall survive the termination or expiration of this Lease for a period of one (1) year.

14. Assignment and Subleasing. Tenant shall have the right to assign or otherwise transfer this Lease and the Easements to any person or business entity which is authorized pursuant to and FCC licensed to, operate the Antenna Facilities and is a parent, subsidiary or affiliate of Tenant, is merged or consolidated with Tenant or purchases more than fifty percent (50%) of either an ownership interest in Tenant or the assets of Tenant, provided such assignee executes an assignment and assumption of this Lease in a commercially reasonable form, which shall not be necessary if the transaction merely results in a change in control of Tenant. Upon such assignment, Tenant shall no longer be liable for the liabilities or obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord and approval by Landlord of the subtenant and the subtenant's proposed use of the Premises.

Additionally, Tenant may, upon notice to Landlord, grant a security interest in the Antenna Facilities, and may assign the Antenna Facilities to any holders of security interests, including their successors or assigns (collectively "Lender"). In such event, Landlord shall execute such consent to equipment financing in form reasonably satisfactory to Landlord as may reasonably be required by Tenant's Lender. Landlord agrees to notify Tenant and Tenant's Lender simultaneously of any default by Tenant and to give Tenant's Lender the same right to cure any default as Tenant or to remove any property of Tenant or Tenant's Lender located on the Premises. All such notices to Tenant's Lender shall be sent to Tenant's Lender at the address specified by Tenant. Failure by Landlord to give Tenant's Lender such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Tenant's Lender to cure any default and to remove any property of Tenant or Tenant's Lender located on the Premises as provided in Section 16 of this Lease.

15. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

16. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Lender the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Lender's sole discretion and without Landlord's consent, provided such removal is in accordance with all other terms of this Lease including, without limitation, that the cost of removal shall be at Tenant's and/or Lender's sole expense.

17. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within twenty (20) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(d) Tenant, at Tenant's expense, may file a memorandum of this Lease against the Property. In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant and Landlord's mortgagees.

(e) This Lease shall be construed in accordance with the laws of the State of Illinois.

(f) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(g) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(h) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(i) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that the exhibits may be attached to this Lease in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, which may have been attached hereto in preliminary form, may be replaced by Tenant with such final, more complete exhibit(s). The terms of all Exhibits are incorporated herein for all purposes.

(j) The Landlord has not been represented by any broker or any other leasing agent, and agrees to indemnify and hold Tenant harmless from all claims by any broker claiming to be Landlord's broker or leasing agent. Tenant has not been represented by any broker or any other leasing agent, and agrees to indemnify and hold Landlord harmless from all claims by any broker claiming to be Tenant's broker or leasing agent.

(k) Notwithstanding anything contained herein to the contrary, whenever the consent or approval of Landlord (or anyone acting, by, through or under Landlord) is required herein, Landlord agrees not to unreasonably withhold or delay or condition its consent or approval, and whenever Landlord undertakes an action as permitted by the terms herein, whether by Landlord or by, through or under a third party, such actions shall be undertaken in a customary and reasonable manner and at reasonable fees, costs and expenses.

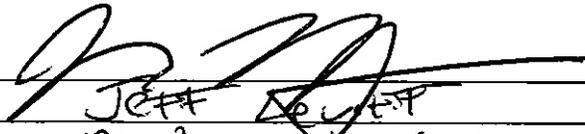
The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

[signature page follows]

LANDLORD: VILLAGE OF LA GRANGE PARK

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

TENANT: CHINA CAT PRODUCTIONS LLC, a Delaware limited liability company

By:   
Printed Name: JEFF ROBERT  
Its: Authorized Signature  
Date: 4/5/12

**EXHIBIT A**  
**Legal Description**

**The Property is legally described as follows:**

**LOTS NINE AND TEN IN BLOCK FOUR AND LOTS ONE THROUGH TEN, BOTH INCLUSIVE, IN BLOCK SEVEN AND ALL OF VACATED GARFIELD AVENUE LYING SOUTH OF LOT TEN IN BLOCK FOUR AND LYING NORTH OF LOT ONE IN BLOCK SEVEN, ALL IN H.O. STONE AND COMPANY'S ADDITION TO LAGRANGE PARK, BEING A SUBDIVISION IN THE EAST HALF OF SECTION THIRTY THREE, TOWNSHIP THIRTY NINE NORTH, RANGE TWELVE EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON MARCH 29, 1924 AS DOCUMENT NO. 8339801.**

**EXHIBIT B**

**The location of the Premises within the Property (together with access and utilities)  
is more particularly described and depicted as follows:**

China Cat Productions  
 849 W. MADISON ST.  
 SUITE 2500  
 CHICAGO, IL 60661

**FULLERTON**  
 CONSULTING ENGINEERS  
 9400 W. BRYN MAWR AVE., SUITE 200  
 NORTHBROOK, ILLINOIS 60062  
 TEL: 847.579.3300  
 FAX: 847.579.3300  
 DESIGN FIRM NO. 184-00198  
 www.fullertonengineering.com



NO.	DATE	DESCRIPTION	BY	CHK.
A	08/02	PERMIT	JP	
		REVISION 1		
		REVISION 2		
		REVISION 3		
		REVISION 4		
		REVISION 5		
		REVISION 6		
		REVISION 7		
		REVISION 8		
		REVISION 9		
		REVISION 10		

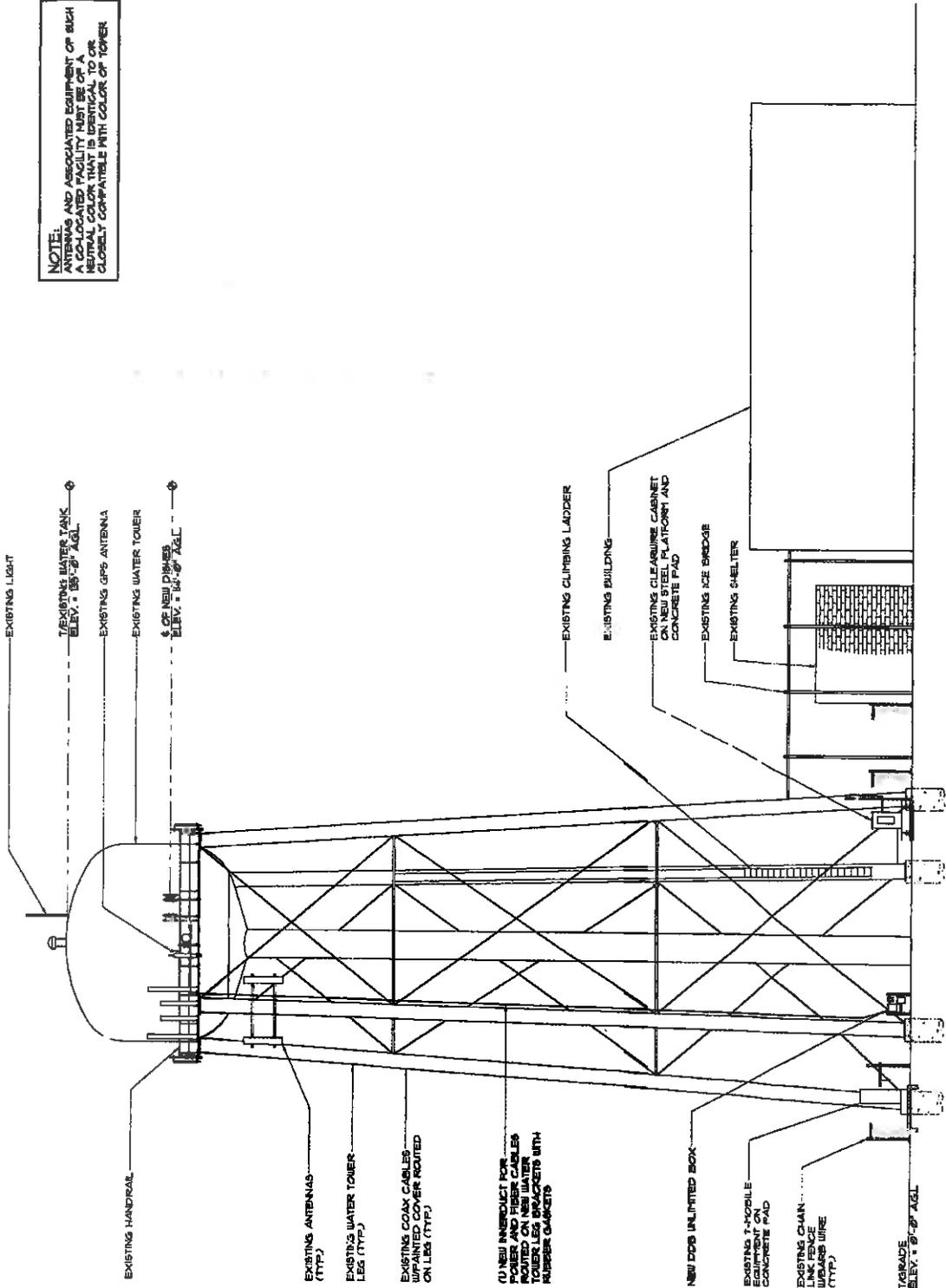
SITE NAME  
**LA GRANGE PARK UT**

SITE ADDRESS  
 187 SOUTH BARRSDALE ROAD  
 LA GRANGE PARK, IL 60526

SHEET NAME  
**ELEVATION AND DETAILS**

SHEET NUMBER  
**C-3**

**NOTE:**  
 ANTENNAS AND ASSOCIATED EQUIPMENT OF SUCH A COLLOCATED FACILITY MUST BE OF A NEUTRAL COLOR THAT IS IDENTICAL TO OR CLOSELY COMPATIBLE WITH COLOR OF TOWER



SCALE: N.T.S.

ELEVATION



**EXHIBIT C**  
**Description of the Antennae Facilities**

CH2\10997729.1



**China Cat Productions**  
 840 W MADISON ST.  
 SUITE 2500  
 CHICAGO, IL 60661

**FULLERTON**  
 ENGINEERING CONSULTANTS  
 1400 N. 83RD AVENUE, SUITE 300  
 ROSEMOUNT, ILLINOIS 60010  
 TEL: 847-297-0000  
 FAX: 847-297-0006  
 EMAIL: FULLERTON@FULLERTON.COM  
 WWW.FULLERTON.COM



DESIGNED BY:	J.P.
APPROVED BY:	J.P.
DATE:	11/11/09
BY:	PORT
DATE:	11/11/09
BY:	NEWMAN
DATE:	11/11/09
BY:	KP

**LA GRANGE PARK UT**

**SITE ADDRESS**  
 831 SOUTH BARRINGDALE ROAD  
 LA GRANGE PARK, IL 60526

**SHEET NAME**  
**MOUNT DETAILS**

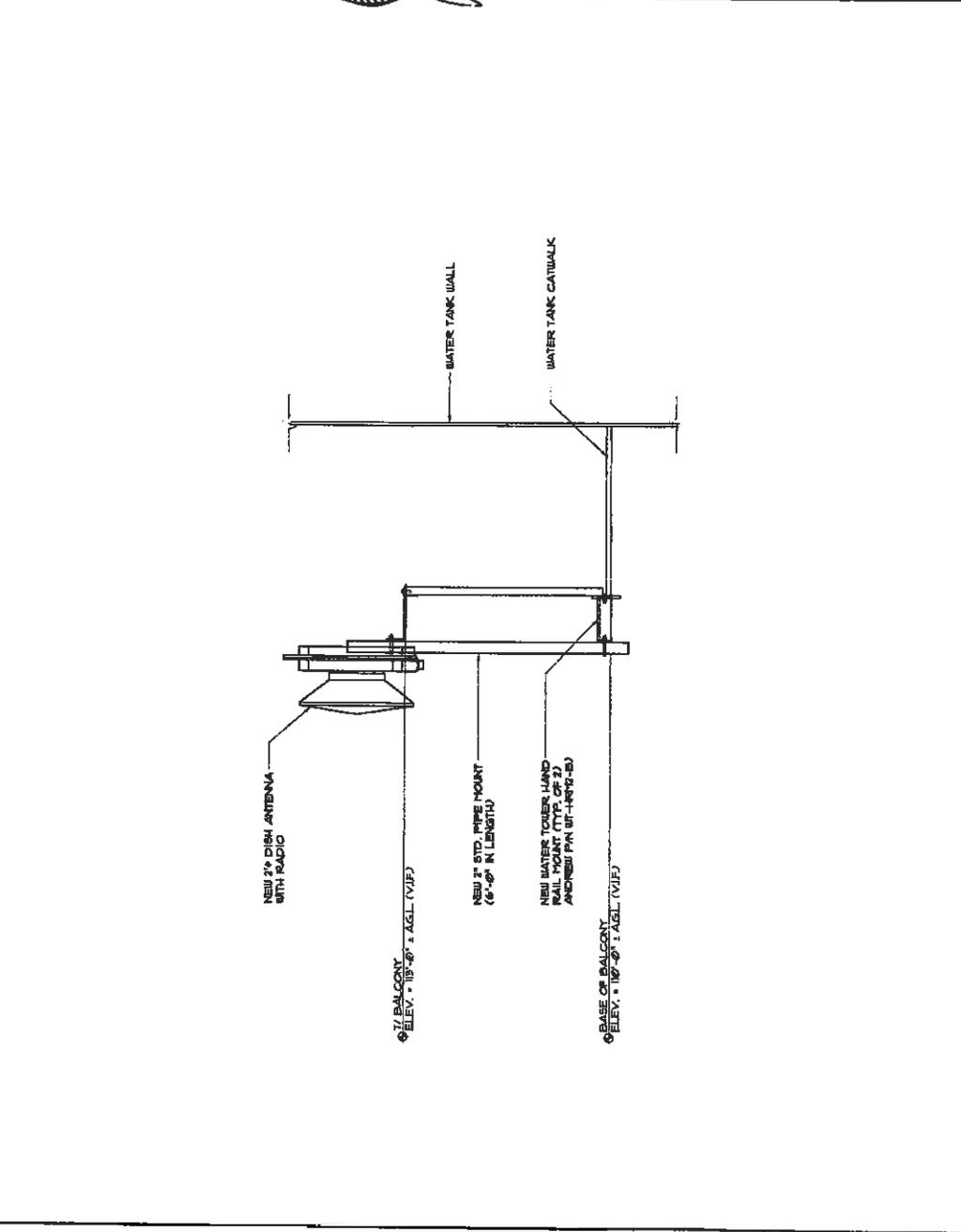
**SHEET NUMBER**  
**C-5**

**ANTENNA NOTES:**

1. THE SIZE, WEIGHT, AND POSITION OF THE ANTENNA SHALL BE ADJUSTED TO MEET SYSTEM REQUIREMENTS.
2. CONTRACTOR SHALL VERIFY HEIGHT OF ANTENNA WITH DRIU REPRESENTATIVE.
3. ALL ANTENNA ADMIN TO BE FROM TRUE NORTH.

**STRUCTURAL NOTES:**

STRUCTURAL CALCULATION PREPARED BY FULLERTON ENGINEERING CONSULTANTS. CONTRACTOR TO COORDINATE WITH DRIU REPRESENTATIVE TO OBTAIN A COPY.



**GENERAL CONDITIONS:**

1. DESIGN AND CONSTRUCTION OF ALL WORK SHALL CONFORM TO APPLICABLE LOCAL AND STATE CODES, ORDINANCES, AND REGULATIONS. IN CASE OF CONFLICT, THE MORE STRINGENT CODES, ORDINANCES, REGULATIONS, SPECIFICATIONS, AND REQUIREMENTS SHALL GOVERN.
2. CONTRACTOR SHALL VERIFY ALL MATERIALS AND/OR MANUFACTURER'S REQUIREMENTS. USE THE MOST STRINGENT PROVISION.
3. IT IS THE EXPRESS INTENT OF THE PARTIES INVOLVED IN THIS PROJECT THAT THE CONTRACTOR OR SUBCONTRACTOR OR INDEPENDENT CONTRACTOR OR THEIR RESPECTIVE EMPLOYEES SHALL EXPLICITLY THE ARCHITECT, ENGINEER, AND THEIR AGENTS FROM ANY LIABILITY, WHATEVER AND HOLD THEM HARMLESS AGAINST LOSS, DAMAGES, LIABILITY, OR ANY EXPENSE ARISING IN ANY MANNER FROM THE DESIGN OR CONSTRUCTION OF THE PROJECT OR FROM THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, OR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FAILURE TO CONFORM TO THE SPECIFICATIONS OR FAILURE TO CONFORM TO THE WORK.

**2.0 STEEL**

- 2.1 FEET OR EXCEED THE FOLLOWING CODES & STANDARDS (LATEST EDITIONS EXCEPT AS NOTED):
  - A. STRUCTURAL STEEL - AISC
  - 1. SPECIFICATION & CODE OF STD. PRACTICE - AISC
  - 2. PLATE - AISC
  - 3. PLATES BENT OR COLD FORMED - ASTM A 293, GRADE C
  - 4. PIPE - ASTM A 133, GRADE B
  - 5. PIPE - STRUCTURAL STEEL TUBING - ASTM A 500, GRADE B
  - 6. COLD-FORMED STEEL TUBING - ASTM A 500, GRADE B
  - 7. BOLTS, NUTS & WASHERS FOR HEATING - ASTM A 307
  - 8. BOLTS, NUTS & WASHERS FOR ANCHOR - ASTM A 307
  - 9. WELDS AND SECONDARY CONNECTIONS - AWS D1.1
- 2.2 ALL WELDS SHALL BE DONE BY QUALIFIED WELDERS AND SHALL CONFORM WITH AWS D11.1 "STRUCTURAL WELDING CODE", LATEST EDITION.
- 2.3 ALL WELDS SHALL BE HOT DIPPED GALVANIZED AND PAINTED.
- 2.4 UPON COMPLETION OF WELDING, FIELD TOUCH UP SHALL BE TAKEN TO AISC CODE OR BY ANCHOR AND FABRICATOR'S RESPONSIBILITY FOR CONNECTION DESIGN AND ADHERENCE TO SPECIFICATIONS SHOWN ON DRAWINGS AND/OR SPECIFICATIONS, CONNECTION DESIGN AND DETAILS IS THE CONTRACTOR'S RESPONSIBILITY. CONTRACTOR SHALL REVIEW OF CONNECTIONS ONLY AND DOES NOT CONSTITUTE AN ASSURANCE OF THE CONTRACTOR'S RESPONSIBILITY BY THE OWNER AND/OR ENGINEER.

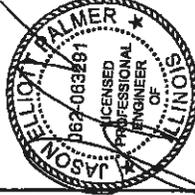
**2.2 COATING:**

- A. ALL STEEL SHALL BE HOT DIPPED GALVANIZED.
- B. SURFACES C. BRIND ALL WELDS SMOOTH.

China Cat Productions  
 540 W. MADISON ST.  
 SUITE 2500  
 CHICAGO, IL 60661

**FULLERTON**  
 ENGINEERING DESIGN

9800 W. BIRN BARRAGE AVE. SUITE 200  
 NORTHBROOK, ILLINOIS 60062  
 TEL: 847-379-0200  
 FAX: 847-379-0201  
 DESKTOP: 847-379-0202  
 WWW: FullertonEngineering.com



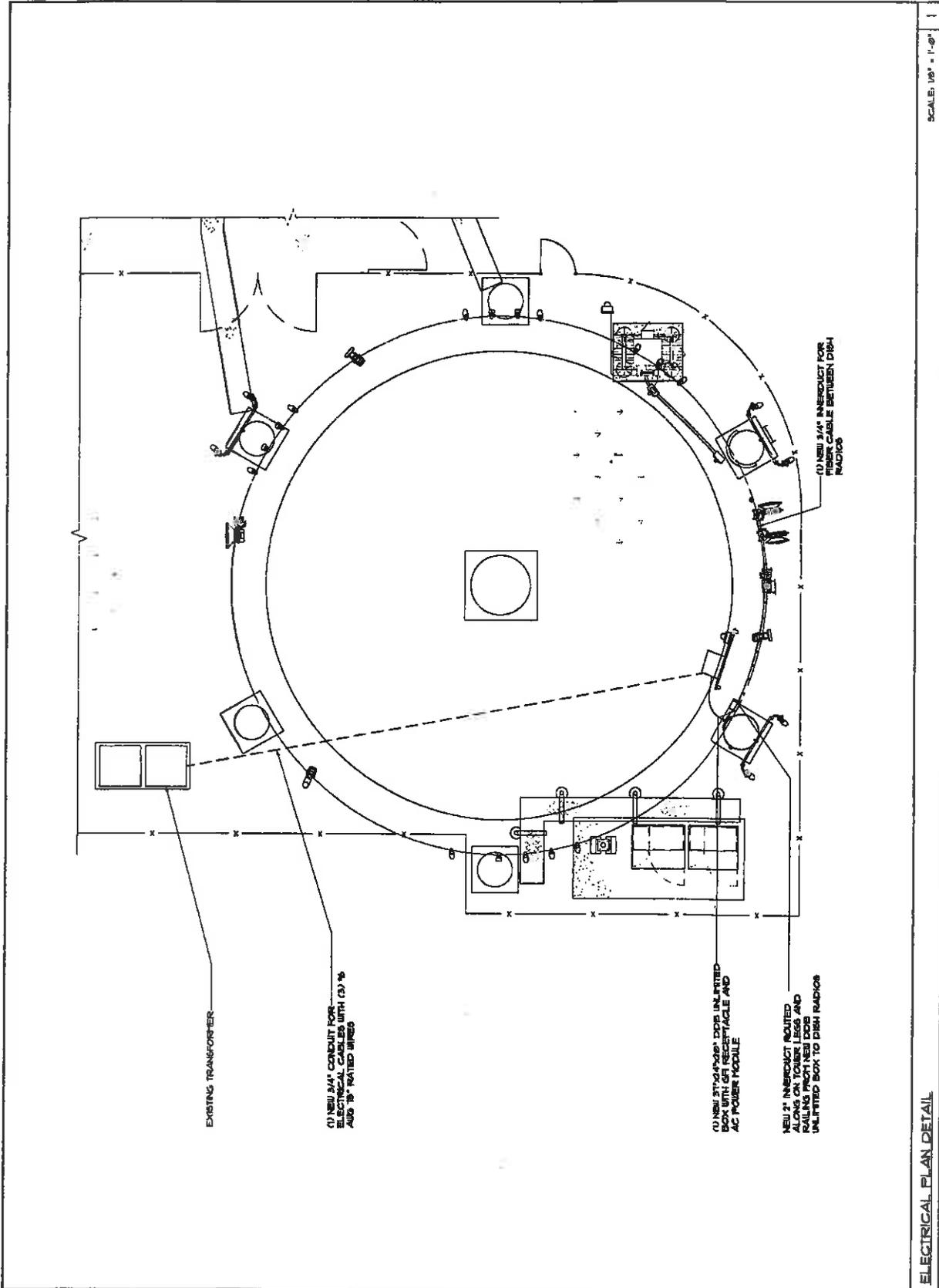
CHECKED BY:	J.P.
APPROVED BY:	J.P.
DATE:	DESCRIPTION
DATE:	REVISION

SITE NAME  
**LA GRANGE  
 PARK WT**

SITE ADDRESS  
 571 SOUTH BARRSDALE ROAD  
 LA GRANGE PARK, IL 60526

SHEET NAME  
**UTILITY PLAN  
 AND DETAILS**

SHEET NUMBER  
**E-1**



SCALE: 1/8" = 1'-0"

ELECTRICAL PLAN DETAIL

# **Engineering & Capital Projects Committee**

**Marshall Seeder, Chairman**

**Rimas Kozica**

**LaVelle Topps**

# **Village Board Agenda Memo**

**Date:** November 7, 2012  
**To:** Village President & Board of Trustees  
**Cc:** Engineering & Capital Projects Committee  
**From:** Julia Cedillo, Village Manager   
**RE:** Flood Mitigation Report – Committee Recommendations

---

## **BACKGROUND**

The recently distributed Flood Mitigation Report was presented at the October 2012 Work Session meeting (*this report and all attachments are available at the Village's website*). At the conclusion of the presentation, it was the consensus of the Board to place on this evening's agenda for further discussion and consideration of any of the Committee's recommendations.

While the Committee's recommended strategies are identified in detail in the report, they are outlined below to guide the Village Board's discussion.

## **DISCUSSION**

1. Engage the Village Engineers, Hancock Engineering in a schematic design study of the Large Infrastructure Project – Sewer Separation Program, Alternates A and B, at a cost not to exceed \$15,000 (Strategy 1). This work has been budgeted in this year's budget. A schematic design study will provide more information as to whether a storm sewer separation project for the identified area is feasible given existing infrastructure, as well as where it could be routed, and estimated costs. Given the significant cost of the project, the Village would then utilize such information for financial planning and/or grant opportunities.
2. Engage Village Staff and the Village's Engineers to conduct a second round of flooding impact surveys (Strategy 4). The foundation for this process has been established and the next area for surveying has been identified. Staff recommends that we proceed with the next round of surveys in the early spring of 2013 (March) or sooner.
3. Recommend that the Village Board engage in a discussion to determine whether a mandatory downspout disconnection program is something to be considered in the future (Strategy 5). While Village staff designed a model program as part of a 2011 grant application for the Illinois Green Infrastructure Grant (IGIG) application, a program without outside funding assistance would require program design modifications. As such, the Village Board may wish to include this item as part of a comprehensive Capital Projects review and prioritization process.

In the meantime, staff recommends that we once again submit this project for the 2012 Illinois Green Infrastructure Grant (IGIG). As part of the process, staff may consider scaling back the funding request or making other alterations as recommended by staff (and the Village Engineer and lobbyist), to better position the Village for a grant award. As such, staff is looking for Village Board support for this recommendation.

4. Recommend that the Village Board engage in a discussion to determine whether Village staff should develop a Resident Incentive Program to be considered in the future (Strategy 6). Incentives presented are categorized into two types: plumbing solutions and BMPs (best management practices). Both types require further development to determine program design and costs. These costs would then have to be incorporated into a future budget. As such, the Village Board may wish to include this item as part of a comprehensive Capital Projects review and prioritization process.
5. The Committee recommends that the Incident Action Plan and corresponding training be reviewed annually (Strategy 7). This is already in place. Staff will meet to review and evaluate for potential changes.
6. The Committee recommends that the Resident's Guide to Flooding be reviewed for new and relevant information on an annual basis (Strategy 8). This is already in place. Staff will meet to review and evaluate for potential additions and changes.

Please note that strategies 2 and 3 are not listed above as they are not recommended as feasible options at this time.

#### **ACTION/MOTION REQUESTED**

Should there be consensus on any of the recommendations listed above; staff is requesting a motion to proceed, as directed for by the Village Board.

#### **DOCUMENTATION**

- October 4, 2012 Village Board Agenda Memo
- Flood Mitigation Report (*without attachments*)

# **Village Board Agenda Memo**

**Date:** October 4, 2012  
**To:** Village President & Board of Trustees  
**Cc:** Engineering & Capital Projects Committee  
**From:** Julia Cedillo, Village Manager *JC*  
**RE:** Flood Mitigation Report

---

## **BACKGROUND**

As a result of the excessive rainfall event of July 2010, the Village conducted a number of meetings in an effort to better understand flooding issues throughout the Village, as well as become familiar with how the Village's sewer system performs under different rain events. In December 2010, the Engineering & Capital Projects Committee reconvened to take a close look at options available to mitigate the impacts of flooding in the Village. The Committee met on six (6) occasions to discuss a number of potential strategies for implementation. Those strategies are identified in the attached report. A presentation on the report will be provided to the Village Board at the October Work Session Meeting

## **DISCUSSION**

The report includes a number of recommendations to be discussed by the Village Board and are briefly reiterated below:

- Engage the Village Engineers, Hancock Engineering in a schematic design study of the Large Infrastructure Project – Sewer Separation Program, Alternates A and B, as a cost not to exceed \$15,000 (Strategy 1). This work has been budgeted in this year's budget.
- Engage Village Staff and the Village's Engineers to conduct a second round of flooding impact surveys (Strategy 4).
- Recommend that the Village Board engage in a discussion to determine whether a mandatory downspout disconnection program is something to be considered in the future (Strategy 5).
- Recommend that the Village Board engage in a discussion to determine whether Village staff should develop a Resident Incentive Program to be considered in the future (Strategy 6).
- The Committee recommends that the Incident Action Plan and corresponding training be reviewed annually (Strategy 7).
- The Committee recommends that the Resident's Guide to Flooding be reviewed for new and relevant information on an annual basis (Strategy 8).

## **NEXT STEPS**

If there is consensus on any of the recommendations above, Village Staff will prepare a summary document (status of the discussion) for the October Village Board Meeting, for the Board's consideration. Because some of the items require further research and development, it is understandable that some of the recommendations will be discussed in greater detail at a later date.

## **DOCUMENTATION**

- Flood Mitigation Report - without attachments (the full report with attachments was previously distributed to the Village Board in a bound copy, under separate cover)

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# Village of La Grange Park



## Engineering & Capital Projects Committee Flood Mitigation Report October 2012



**Village of La Grange Park  
Flood Mitigation Report  
October 2012**

**Engineering & Capital Projects Committee**

Trustee Marshall Seeder, Chair

Trustee Rimas Kozica

Trustee LaVelle Topps

**Village Board of Trustees**

James L. Discipio, Village President

Trustee Rimas Kozica

Trustee Scott Mesick

Trustee Marshall Seeder

Trustee LaVelle Topps

Trustee Patty Rocco

Trustee Susan Storcel

**Village Staff**

Julia Cedillo, Village Manager

Chief Daniel McCollum, Police Chief

Chief Dean Maggos, Director of Fire, Building and Emergency Management

Brendan McLaughlin, Director of Public Works

Pierre Garesche, Director of Finance

Emily Rodman, Assistant Village Manager

**With Special Thanks To:**

Paul E. Flood, Village Engineer, Edwin Hancock Engineering Company

Mark D. Lucas, P.E., Vice President, Hancock Engineering Company

Cathleen M. Keating, Village Attorney, Martin, Craig, Chester & Sonnenschein LLP

Julius Hansen, Former Director of Public Works

Richard Radde, Former Water Operator

# Village of La Grange Park Flood Mitigation Report October 2012

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## **EXECUTIVE SUMMARY**

The following report was developed by the Village of La Grange Park Engineering & Capital Projects Committee with assistance from Village management staff. The report utilizes engineering and survey data provided by the Village's Engineers, Hancock Engineering, and staff research on community flood mitigation efforts. Understanding that it is impossible to solve flooding issues related to significant rain events, this report was drafted with the purpose of presenting findings and offering recommendations to the full Village Board about how flooding issues can be mitigated and how flooding impacts can be better managed.

This report provides an overview of the Village's combined sewer system, how it responds to certain rain events, defining its challenges given certain conditions. The report transitions to an overview of the Committee's methodology in evaluating options and its approach in identifying strategies for recommendation or for further contemplation.

## I. BACKGROUND

As a result of the excessive rainfall event (5.6"/24 hours – see **Attachment A**) of July 2010, the Village conducted a number of meetings in an effort to better understand flooding issues throughout the Village, as well as become familiar with how the Village's sewer system performs under different rain events. Through the course of the meetings, the Village discussed the essential operational characteristics of the Village's sewer system, recent improvements to the system, various alternatives that have been reviewed over time, and how the public system interfaces with private properties. As part of the discussions it also became clear that stormwater drainage is not a problem that is solved. Regardless of the amount of money that is spent, or the size of the system upgrade or the size of the pipes, there is a rain event that will occur that will exceed the capacity of installed improvements. Therefore, it is more appropriate to say that stormwater drainage must be managed. With a community the size of La Grange Park, just 2.2 square miles in size and with over 5,800 housing units, over 110 businesses and organizations, over thirty miles of roadways and over 70 miles of sidewalks, all within our boundaries, stormwater drainage is at times a challenge to manage.

For the most part, the Village is able to maintain its system to operate efficiently and effectively during most rain events. However, it is recognized that that the system can always be improved. Even though the Village cannot install pipes of sufficient size to accommodate any rainfall event, there are options that the Village can explore to better manage storm flows. We look to significant rain events to consider these options because that is when the system is under the most stress and when residents are most impacted.

Residents who attended the various Village meetings after the rain event of July 2010 were instrumental in the Village's continued understanding of the impacts of heavy storms in specific areas throughout the Village. With resident input in hand, the Village Board engaged the services of our engineering firm to develop a list of potential options that would address the impacts of heavy storms as it related to:

1. Sewer backup and basement flooding / structural damage
2. Street flooding
3. Rear Yard Flooding

While all three areas were included for study, it was the consensus of the Village Board that impacts to structural damage (#1 above) was the highest priority for determining which programs provide the greatest measure of benefit.

Effective storm sewer mitigation strategies typically require public and private participation to be most effective. The Village can implement improvements to its system and on public property to minimize the potential for damage and inconvenience. Likewise, private property owners have a variety of options they can consider to help improve their circumstances (for example, programs listed under resident incentive programs are included in this report). From the public perspective, the Village can examine a host of options that may or may not prove effective, affordable, and make sense. Without commenting on the desirability of any options with respect to cost or effectiveness, the Village engaged the services of Hancock Engineering to identify a number of sewer alternative recommendations (see **Attachment B**). In December 2010, the Village

President called on the Engineering & Capital Projects Committee to reconvene to closely evaluate these recommendations and to consider other ideas and alternatives to mitigate the impacts of flooding in the community.

Beginning in January 2011, the Engineering & Capital Projects Committee met on a monthly basis to evaluate a number of potential strategies researched by Village staff for possible implementation. Those strategies are identified in this report. (See **Attachment C** for the compiled agenda and minutes of the meetings.)

## **II. EVALUATION**

Over the course of six months, the Committee evaluated the following:

- The Village's sewer system,
- How the Village responds to storm events,
- The Village Engineer's list of Sewer Alternative Recommendations, and
- Information to assist residents during storm events.

Information garnered through the process allowed the Committee to thoroughly evaluate options available, implement educational and incident action programs, and suggest recommendations for the Village Board's consideration.

The Committee first took a keen look at the Village's sewer system, understanding that 90% of its infrastructure is a combined system whereby the sanitary and storm sewer are conveyed through the same pipes (**Attachment D**). In 2006, the Village completed three infrastructure improvement projects to the North West Sewer District, the North Central Sewer District and the North East Sewer District that resulted in some storm sewer separation, alleviating the impacts of flooding from increased capacity in those areas (**Attachment E**). The Committee also reviewed the measures undertaken to maintain the Village's sewer system. In recent years, the Village has established a priority list of pipes throughout the Village for which sewer lining is recommended to extend the life of the Village's system (**Attachment F**). In fiscal year 2011-2012, the Village budgeted \$250,000 for sewer lining, and was completed on over 4,500 linear feet of sewer pipe throughout the Village.

The Committee also reviewed the Village Engineer's computer model of our current sewer system in February of 2011. During minor rain events, the combined sewer conveys to the MWRDGC Interceptor located on Jackson Avenue. For more significant rain events, the combined sewer conveys to the MWRDGC Deep Tunnel facilities with overflows into Salt Creek. Storm sewer outflows convey directly into Salt Creek. Limitations to our combined sewer system capacity, Deep Tunnel capacity, and the water elevation of Salt Creek during rain events are all contributing factors to flooding in La Grange Park. Aggregate storm water flow, determined by ground cover conditions and the intensity of the storm becomes limited by the sewer system resulting in conditions such as sewer back-ups, flooded basements, flooded streets and overland water.

With excessive rain events, while the Village responds swiftly with assistance from each of the departments (Fire, Police and Public Works), there is no coordinated pre-set plan, and no guide

to address specific flooding conditions, such as flooded streets, rising water, and downed utilities. Further, there was no information available to residents to serve as a guide for when flooding conditions exist. Each of these elements was discussed in detail with the Police and Fire Chiefs, and relevant Village Staff. Ideas were shared regarding best practices and new programs were quickly shifted into place. Finally, the Committee reviewed in detail the list of Alternate Sewer Recommendations in light of information shared about the sewer system.

In summary, the Committee identified all plausible strategies for mitigating the impacts of flooding. The committee then evaluated those ideas for feasibility in terms of cost and resources, as well as significance in impact to storm sewer capacity. Each was evaluated with regard to greatest potential benefit in addressing the Village Board's priority concerns related to flooding impacts: (1) Sewer backup and basement flooding / structural damage; (2) Street flooding; and Rear Yard Flooding. The Committee did not address seepage issues as these are structurally related. Finally, the committee made determinations whenever possible as far as which strategies were achievable, and as a result, worked in conjunction with staff towards implementation.

### III. FLOOD MITIGATION STRATEGIES – ENGINEERING

The Committee looked at strategies that were engineering and non-engineering in nature. This section addresses those that are engineering in nature.

<b>Strategy 1:</b>	<b>Large Infrastructure Project</b>
	<b>Sewer Separation Program, Alternates A and B</b>
<b>Cost:</b>	Costly at \$4 - \$6 Million. Requires long-term financial planning, grant funding, or combination of both.
<b>Feasibility:</b>	To be determined by a Schematic Design study.
<b>Status:</b>	Hancock Engineering presented a quote for \$15,000.

Overview: The Committee discussed a number of infrastructure improvement options, as identified in Hancock's Sewer Alternative Report. Options differed in complexity, scope and size and are briefly outlined below:

- Storm Sewer System with Detention Facility - \$44 Million  
This option called for a separate storm sewer for the entire area east of La Grange Road and south of 31<sup>st</sup> Street and the detention area would require the acquisition of 32 properties. Not feasible.
- Storm Sewer System without Detention Facility - \$23 Million  
This option called for a separate storm sewer for the entire area east of La Grange Road and south of 31<sup>st</sup> Street
- Combined Storm Sewer Relief through a new Deep Tunnel Connection - \$9 Million  
This option would provide only limited relief until the system is fully extended in future years.

The Committee ultimately focused on the feasibility of one option, Strategy 1, with two alternates, which is a storm sewer separation project targeted to provide benefit to the lowest land of the

Village, the Homestead / Monroe area (see **Attachment G**). *Alternate A* (Homestead Option), includes construction of a storm sewer from the Homestead / Monroe area, north along Homestead, which would connect to the storm sewer pipe along Forest Road, into Salt Creek. *Alternate B* (Barnsdale Option) also includes the construction of a storm sewer from the Homestead/Monroe area, but would travel north along Barnsdale Road and would connect to an existing storm sewer along the IHB to Salt Creek.

Due to the distance to the outfall at Salt Creek, both options require assistance beyond gravity for drainage flow. Therefore, a lift station would be required to pump the flow north to the creek. Both options can be implemented in six phases over time. There are some immediate benefits realized with the completion of only the first two phases of each option. However, significant benefit requires the completion of three to four phases.

While Strategy 1 was deemed as being the best option available to the lowest area in town where flooding impacts are prevalent, it is a costly endeavor. The cost of all phases of either alternate is the range of \$4 - \$6 Million. There may be some cost savings realized with *Alternate B* (the Barnsdale Option) because it incorporates an existing storm sewer pipe, which was recently identified as intact and viable as determined by a video scope by Hancock Engineering. A preliminary engineering study is needed to identify a more accurate estimate of cost of each option.

A project of this scope and size is currently beyond what our budget is capable of funding. As such, more information is required to determine feasibility and to assist with potential financial or grant planning. A Schematic Design Study would be a good first step, and as such, is recommended as part of this report. Hancock Engineering recommends a budget of \$15,000 for completing this study for the proposed storm relief sewer to service the area between the tracks and La Grange Road and south of 31st Street (see **Attachment H**). The study would include reviewing the proposed routing to identify utility conflicts, pump sizing, optimal pump staging sites, connection to existing pipe to discharge into (Barnsdale or Homestead), and a detailed preliminary estimate of cost to aid the Village with its review of potential sources to fund the project. Once the study is completed, the Committee will discuss whether this strategy is worth pursuing further for future consideration.

The FY 2012-13 Budget includes \$15,000 for the Schematic Design Study of the Large Infrastructure Project – Sewer Separation Program, Alternates A and B.

<b>Strategy 2:</b>	<b>Detention Ponds, Micro Ponds &amp; Underground Storage</b>
Cost:	Between \$775,000 and \$1 Million per micro retention pond.
Feasibility:	Not likely.
Status:	None.

**Overview:** The Committee looked at all three options as a way to store or hold water for a period of time until sufficient capacity exists in the sewer system to slowly release the water. All three options require significant plumbing infrastructure and land. With regard to ponds, the larger the pond, the more efficient the system works. However, this would require significant land

acquisition in one centralized area. With regard to micro-ponds, which would only require two typical residential parcels per site, a minimum number of micro ponds are required in order to see a significant overall improvement. One, two or three ponds are not likely to be effective; six will likely bring about some improvement while 12 micro ponds will bring about significant improvement. All together, twenty-four parcels of land would have to be acquired for the micro pond solution to be effective in mitigating flooding in the Village. The cost of land acquisition would be between \$225,000 and \$500,000 per parcel, and site excavation and re-plumbing would nearly double the cost. Therefore, one micro pond would likely cost between \$775,000 and \$1 million.

Underground storage is an option which allows the continued use of the surface land. However, it also requires significant excavation, plumbing, and permission for construction and/or use. Ultimately the cost of underground storage would be about the same as ponds, and it is likely that storage would have less capacity than a pond.

The Committee looked at the following sites as potential locations for this overall storage strategy: Memorial Park and Forest Road School for underground storage; low-lying residential areas for micro ponds (see **Attachment I**, page 2). Due to the difficulty associated with parcel assembly and the cost associated with this strategy as an effective means of compensatory storage, the committee does not view this option as feasible at this time.

**Strategy 3:**

**Vortex (Restrictor) Valves**

Cost:

A two block pilot program is estimated to cost over \$100,000.

Feasibility:

Possibly. Future survey results may support the effectiveness of a pilot program.

Status:

Restrictor valve is not recommended for the survey area.

Overview: Vortex Valve is a common brand name used to describe infrastructure used for roadway drainage restriction (see **Attachment I**). Vortex Valves are installed at street intersections where sewer drains are located and reduce the rate at which water enters the sewer system. The Committee had much discussion about the possibility of a pilot program that included a two-block stretch of roadway, to include three intersections and twelve valves. A pilot program of this size would cost an estimated \$100,000 to \$110,000.

Drainage restrictors are beneficial because they reduce the frequency of basement flooding and sewer backups. However, the restrictors result in an increase in the frequency and area of street flooding. Therefore, with this strategy, success is in the details. The Village would have to identify areas where basement flooding is frequent but street flooding is not. This can only be done with data acquired through anonymous resident surveys. The Committee attempted to identify one potential area for a Vortex Valve Pilot Program through its recent flood survey. However, results were such that sewer backups were not consistent in one particular area that would be suitable for a pilot program. The Committee feels that this strategy is still a feasible option for mitigating flooding. However, an ideal area for implementation has to be identified, which can only happen through the collection of additional homeowner data. The Committee recommends further surveys to identify potential areas for a pilot program.

#### IV. FLOOD MITIGATION STRATEGIES – NON-ENGINEERING

The Committee looked at strategies that were engineering and non-engineering in nature. This section addresses those that are non-engineering in nature.

<b>Strategy 4:</b>	<b>Anonymous Flood Survey</b>
<b>Cost:</b>	Staff and Consultant time. Staff time: \$182 Consultant time: \$1,200
<b>Feasibility:</b>	Feasible. More surveys recommended. Future surveys would be conducted at a reduced cost because analysis tools have been established.
<b>Status:</b>	One survey complete.

**Overview:** In March 2011, the Village Engineer designed a survey for distribution in an effort to gather information about the impacts of heavy rains to a specific area in the Village (see **Attachment J**). The primary purpose for the survey was to determine if the survey area provided ideal conditions for which restrictor valves or Vortex Valves would provide benefit (see **Vortex Valves Strategy #6**). In short, restrictor valves are ideal for areas where basement flooding is common and street flooding is minimal.

The Public Works Department hand delivered 250 surveys to homes located on seven streets between Bamsdale Road and La Grange Road (see **Attachment K**). The area was targeted because the sewer system servicing each of those particular blocks functions independently of the other blocks during short duration high intensity rainstorm event. Topographically, this is a low lying area in the Village for which flooding conditions are more frequent during heavy rain falls.

The response was approximately 52%, and the information gathered can be considered a valid indicator of the drainage issues facing this particular section of the Village. The results of the survey were such that there were no obvious trends but a variety of impacts and contributing factors reported (see **Attachment L** for detailed survey findings). As a result of the data gathered, the following are reported as significant findings:

- 30% of respondents experienced basement flooding and of that number, 80% indicated it was completely or partially due to a sewer backup. These issues may be more effectively addressed through a backflow prevention program.
- A majority of respondents reported that the streets in front of their homes flooded. Because observations of street flooding in this area are known to be temporary in nature, restrictors may not be a good strategy as the mechanism will not alleviate and/or reduce street flooding, making expectations difficult to manage.
- A significant number of respondents who reported to have overhead plumbing or sump pumps indicated that they still experienced sewer backups. As a result, the Village may wish to consider an outreach program to educate residents about having their system inspected to ensure that the check valve is seated properly and that all of the lower level drains are routed to the pump.

- About 40% of respondents who experienced basement flooding (30% of all respondents) indicated that it was either partially or completely as a result of window wells or exterior stairwells allowing water into lower levels. It is recommended that residents look to land grading options to direct water away from these access points.
- Nearly 50% of survey respondents indicated that their downspouts are directly connected to the sewer system. Because the roof acts as an effective collector of water that is then transported directly into the combined sewer system, the capacity of the system becomes limited during heavy rain events. It is suggested in the Hancock report that eliminating these connections will reduce the instances of sewer backups that result in basement and roadway flooding (see Strategy 4. for more information).

Due to the inconsistency of such conditions (no single significant trend), the survey area is not ideal for a restrictor valve option. However, survey results did confirm that a significant number of homes have downspouts connected to the combined sewer system.

Because the survey was successful in terms of responses received and information gathered, the Committee recommends that further surveys take place in other targeted areas (see **Attachment M**). Not only can continued surveys assist in identifying a potential location for a pilot restrictor valve program, but information gathered from the survey provides real data about unique impacts to homes. This data would be helpful in designing an effective educational outreach program to residents for mitigating the impacts of flooding. Future survey processes will be highlighted in Village communication outlets, bringing awareness to the Village’s analytical work on identifying flood issues. Finally, data collected will be useful in the design of a resident incentive program where areas can be targeted for optimal solutions to address flooding issues unique to specific homes.

**Strategy 5:**

**Downspout Disconnect**

Cost:

Varies depending on the extensiveness of any incentives provided.

Feasibility:

Possibly. Incentives recommended to address potential hardships.

Status:

The Village had applied for a \$416,500 IGIG Grant to support a comprehensive program, but the grant was denied.

**Overview:** The Village Code currently requires that all downspouts are disconnected from the sewer system, but only at the point at which the property exchanges owners. The recently completed anonymous flood survey illustrated that about 47% of residential downspouts are connected to the sewer system in one area of the Village. According to Hancock Engineering’s memo dated September 7, 2011 (**Attachment N**) residential roofs connected to the combined sewer system contribute approximately 12% of the flow to the sewer. The Committee believes that the number of connections is significant enough to impact the capacity of the Village’s combined sewer system during a heavy rain event, and therefore, recommends consideration of the benefits of a more proactive disconnection program. This program may include a deadline for disconnect, hardship exclusions and incentives for specific cases.

In Hancock Engineering’s memo, their recommendation to require disconnection of the downspouts is based upon the capacity of the system to convey water flow during heavy rain

events. This is because “downspouts that are directly connected to the sewer concentrate and centralize the roof runoff into the system causing peak discharges from individual roofs to enter the system during the same time and within close proximity to the roadway during peak discharge.” Disconnection will not only increase the capacity of the sewer, but will allow the rain water to infiltrate the soil, reducing peak flow, minimizing surcharging of the sewer.

In November 2011, the Committee informed the Village Board of the opportunity to submit a comprehensive Downspout Disconnect Program to the IEPA for consideration of grant funding under the IGIG (Illinois Green Infrastructure Grant) Program. The proposed program was a mandatory disconnect program. As a result of discussion, the Village Board voted to move forward with application to the IGIG Grant). The Village has recently learned that the grant was denied (see **Attachment O**, to view the grant application).

Ideally, a mandatory Downspout Disconnect Program should be considered for all residential homes. This is because if it were a voluntary program, participation at a level where there would be measurable results would be difficult. Residents familiar with rainwater in backyards will likely have increased concerns, deterring participation. Realizing that a mandatory downspout disconnect program would be difficult for some homeowners, incentives to homeowners should be considered as well as provisions or exclusions for hardship cases.

In consulting with the Village Attorney, the Village has the legal power to impose a mandatory disconnect program (mandatory by a date certain) but recommends that if considered, the Village should provide notice to affected property owners of what is being proposed and when the board will discuss it, so they can appear if they wish to comment.

It should be further noted that it is likely that a mandatory program provides the best possible outcome for community-wide benefit where water quality is improved. Because a significant amount of water will not flow directly into the combined sewer system, there will be increased capacity of our system during rain events. This in turn will mitigate overflow into Salt Creek, which then flows into the Des Plaines River, an identified impaired waterway. Further, rain water will not have to be treated at the sewer treatment facility, which will result in reduced energy costs and emissions.

Should the Village consider a downspout disconnect program, it is recommended that there be extensive public outreach and education, and the tracking of compliant properties. It should be noted that while the Committee believes that a Downspout Disconnect program is feasible, the Committee is not recommending that the option be pursued, as it is a matter to be discussed and deliberated amongst the full Village Board.

**Strategy 6:****Resident Incentive Programs**

Cost:

Varies depending on the extensiveness of incentives included. One example of a \$50,000 program is provided below. Also, there would be staff costs related to program oversight, TBD.

Feasibility:

Possibly, would have to be integrated into the Budget.

Status:

Staff would have to craft a program for each type of program.

**Overview:** By way of background, the Village offered a “Sewage Backup Prevention Program” in FY 2003-2004. The goal of the program was to encourage single family homeowners to improve their quality of life and enhance property values through the reduction of sanitary sewer backups. The program provided 50% reimbursement of eligible costs subject to a maximum reimbursement of \$1,000 per homeowner (see **Attachment P** for more information). With this program, the Village budgeted \$50,000 available on a first come - first served basis. The Village expended \$15,000 and assisted 16 homeowners with the program. After two years, the program ended due to a lack of participation.

The Committee reviewed the Village’s past program as well as several programs currently in place in other communities (see **Attachment Q**). Specifically, the Committee discussed incentives for plumbing solutions (overhead plumbing and check valves) and Best Management Practices or BMPs (rain gardens, rain barrels, permeable surface projects). The Committee (as well as the entire Village Board in November 2011) also briefly evaluated incentives for downspout disconnects.

Instituting an awareness program that includes the application of flood prevention measures for individual homes can be an integral part of an overall mitigation strategy because homes throughout the Village are impacted in different ways during heavy rains. Further, by incentivizing individual plumbing strategies and BMPs, the likelihood of participation can be increased and there is the potential to offset the impacts of future improvements (more concrete, patios, etc.) on residential property.

If it is the desire of the Village Board to provide incentive programs for individual homeowners, staff can develop a program that provides incentives to target specific flooding issues. In order to increase the likelihood that residents will utilize the programs, the incentive must be substantial enough to encourage the investment. For example, in River Forest, their incentive program covers 80% of the cost of the flood prevention measure in areas identified as “high-risk” for flooding, and is capped at \$7,500 (the incentive is provided at a lesser rate in non-high-risk areas – see **Attachment R**). The program is budgeted in the water and sewer funds, with the total program budgeted amount varying each year. On average, five to ten homes participate annually. Since 1995, the program has brought in 145 participants and according to the program administrator, the Village has never received a complaint.

Utilizing a model similar to River Forest’s, an incentive program might be structured as follows:

<b>Example - Incentive Programs - Plumbing Strategies</b>			
	Est. Cost	Incentive	Res. Share
<b>Check Valve / Back Flow</b>	<b>\$3,500</b>		
Regular	50%	\$1,750	\$1,750
High Risk @	70%	\$2,450	\$1,050
High Risk @	80%	\$2,800	\$700
Incentive maxed at \$3,000.			

	Example - Cost	Incentive	Res. Share
<b>Overhead Plumbing</b>	<b>\$8,000</b>		
Regular	50%	\$4,000	\$4,000
High Risk @	70%	\$5,600	\$2,400
High Risk @	80%	\$6,400	\$1,600
Incentive maxed at \$7,000.			

	Example - Cost	Incentive	Res. Share
<b>Overhead Plumbing</b>	<b>\$12,000</b>		
Regular	50%	\$6,000	\$6,000
High Risk @	70%	\$7,000	\$5,000
High Risk @	80%	\$7,000	\$5,000
Incentive maxed at \$7,000.			

*Total Program Budget: \$50,000*  
*Allows for 5 overhead plumbing and 5 check valve, for a total of 10 participants per year.*

Participant requirements of such a program may include the following measures to ensure the integrity of the work: Village inspection of existing conditions, completed application, detailed proposal from a licensed contractor, completed electrical and plumbing permits, project review, and final inspection. As an added strategy, the Village could incentivize the work by refunding the costs of the permit fees once the work is completed.

In combination with downspout disconnection, a similar incentive program could be considered to provide incentives to increase storm water absorption/storage on individual properties using Best Management Practices, or BMPs (see **Attachment S**). The Committee investigated options such as rain gardens and rain barrels as methods for capturing water from disconnected downspouts to keep water out of the combined sewer system. Although rain barrels have limited effectiveness because of its set capacity, rain gardens may provide a greater measurable benefit if implemented where the specifications are set by the Village and incentives are provided.

A rain garden is a planted depression that allows rainwater runoff from impervious areas like roofs, driveways, walkways, parking lots, and compacted lawn areas the opportunity to be absorbed. This reduces rain runoff by allowing stormwater to soak into the ground (as opposed

to flowing into sewer drains and surface waters which causes erosion, water pollution, flooding, and diminished groundwater. They can be designed for specific soils and climates. Rain gardens are often located near a building's roof downspout (with or without rain barrels). Most rain garden are designed to be an endpoint of drainage with a capacity to percolate all incoming water through a series of soil or gravel layers beneath the surface plantings. In sum, a rain garden provides a way to use and optimize any rainfall, reducing or avoiding the need for irrigation. They allow a household or building to deal with excessive rainwater runoff without burdening the public storm water systems. Rain gardens differ from retention basins, in that the water will infiltrate the ground within a day or so. This creates the advantage that the rain garden does not allow mosquitoes to breed.

The costs associated with rain gardens vary depending on who does the work and the types of plants included in the project (native plants are cheaper than ornamentals and they are more beneficial for the local wildlife). The cost estimates listed below are for gardens professionally done and are courtesy of the Wisconsin Department of Natural Resources. With the estimated figures, a 100 square foot rain garden would cost between \$1,100 and \$1,300. An incentive program could help offset the costs if certain conditions were met. Conditions may include specifications set by the Village and met by the homeowner and possibly the mandatory disconnect of downspouts.

Construction	\$3.00/sq. ft.
Design	\$1.00/sq. ft.
Planting	\$3.00-\$4.00/sq. ft.
Plants	\$2.50-\$4.50/sq. ft.
<b>Total Cost</b>	<b>\$11.00-\$13.00/sq. ft.</b>

**Strategy 7:** **Flood Response IAP (Incident Action Plan)**  
**Cost:** Staff time only.  
**Feasibility:** Feasible.  
**Status:** Nearly complete. Training recommended.

**Overview:** One of the first strategies developed by the Committee was the creation of a Flood Response Incident Action Plan (see **Attachment T**). While the Village responds well to storms, Department Managers from Fire, Public Works, and Police worked to develop a formal plan for responding to flooding events. This was done to ensure readiness, to make certain that systems in place are working properly, and to try to prevent further property damage by identifying additional actions to be taken by staff. The plan is comprehensive in that it identifies clear objectives, such as: required notifications, barricading roads, damage assessment, public safety response, utilities management, and community clean up.

The Committee and staff reviewed the draft plan and determined that it would be worthwhile to implement immediately, with the potential for storms during the spring and summer months. The Committee is pleased to report that this piece is not only feasible, but it is complete. Only training remains as a recommended measure to ensure the plan is workable with regard to the organizational structure and current notification systems in place. This IAP is to be used in situations where a flooding event is significant, but does not warrant the implementation of the Village's Emergency Operations Plan / Center.

<b>Strategy 8:</b>	<b>Resident's Guide to Flooding Conditions</b>
Cost:	Staff time only.
Feasibility:	Feasible.
Status:	Complete.

**Overview:** The Committee felt it important that residents were informed about what they should do before, during and after a flood event. The Committee brainstormed with key staff on critical informational components and staff then crafted a plan to be posted to the Village's website and included in other Village communications outlets. This piece provides guidance on how to reduce potential flood damage, and what can be done to reduce damage in the event of flooding.

The Committee and staff reviewed the draft plan and determined that it would be useful to residents immediately. The Committee is pleased to report that this piece is not only feasible, but it is complete and has been posted to the Village's website (**Attachment U**). A condensed version was included in the 2011 Summer Rose Clippings which was mailed to all households and businesses in the 60526 zip code.

**V. FINDINGS AND RECOMMENDATIONS**

As a result of the Engineering & Capital Projects Committee work in evaluating engineering options and other alternatives to mitigate the impacts of flooding in the community, the Village has a better understanding of the Village's sewer system and how it performs during specific rain events. Further, there is a better understanding of the contributing factors to flooding events as it relates to basement flooding, sewer back-ups, street flooding and overland water. To conclude the report, the Committee hereby summarizes its findings as follows:

**Findings:**

- In significant rain events when the Deep Tunnel and Salt Creek are at capacity, additional capacity to our existing system through a significant capital project such as a storm sewer separation will provide only marginal improvements (as the upsizing of the pipe provides the additional capacity). This is because the storm water has nowhere to flow.
- **Strategy 1.** During significant rain events where the Deep Tunnel and Salt Creek are not at capacity, a storm sewer separation could provide additional benefit through additional capacity in the pipes in transporting the water to the outfall. The project should be engineered to provide benefit to the low elevation areas where there exists a substantial distance to the outfall. An engineering alternative is outlined in this report, as Strategy 1. The Committee

recommends that the Village approve a motion to engage its Village Engineers, Hancock Engineering, in a schematic design study of the Large Infrastructure Project – Sewer Separation Program, Alternates A and B, at a cost not to exceed \$15,000.

- **Strategy 2.** Engineering solutions that provide substantial compensatory storage, such as micro ponds, detention ponds or underground storage are not feasible because of the amount of land that must be acquired and the significant costs of implementation.
- **Strategy 3.** While Vortex Valves are possibly feasible for flow capacity control, they are not recommended at this time. Further data is needed to identify a workable location where the mechanism would be effective.
- Preliminary survey data suggests that there is a multitude of flood impacts to a given area, and not one specific trend. Data gathered provides evidence that some private homeowner efforts such as check valves and overhead plumbing and site grading alterations would be beneficial to certain homes to mitigate flooding impacts.
- **Strategy 4.** Further surveys are recommended to identify if trends specific to certain areas exist which may provide support to other strategies, such as Vortex Valves. The Committee recommends that the Village approve a motion to engage its Village Engineers, Hancock Engineering, to engage in a second round of surveys.
- **Strategy 5.** Survey data revealed that it is likely that nearly half of all homes have downspouts connected directly into the sewer system. This connection limits the capacity of the sewer system during heavy rain events. The Committee recommends that the Village Board engage in a discussion to determine whether a mandatory downspout disconnection program is a program to be considered in the near future.
- **Strategy 6.** Information collected from other communities suggests that resident incentive programs are effective in enticing homeowners to implement measures for plumbing solutions or Best Management Practices to mitigate the impacts of flooding. These programs are most often utilized after a significant rain event. These programs must have Village oversight to ensure the work is done properly. The Committee recommends that the Village Board engage in a discussion to determine whether Village staff should develop a Resident Incentive Program to be considered in the future.
- **Strategy 7.** Through the Committee’s discussion with staff, the group realized that information-based strategies would be invaluable in terms of providing a coordinated direction to staff for flood response. Staff developed an Incident Action Plan (IAP) to coordinate Village activities when conditions for flooding area likely. The Committee recommends that this initiative and corresponding training be reviewed annually.
- **Strategy 8.** Through the Committee’s discussion with staff, the group realized that information-based strategies would be invaluable in terms of providing a coordinated direction for residents in preparation for a heavy rain event as well as during and after a flood event. Staff developed a Resident’s Guide to Flooding, designed to provide helpful information for residents through various communications outlets. The Committee recommends that this initiative be reviewed annually.

**Village of La Grange Park  
Flood Mitigation Report  
October 2012 Draft**

**ATTACHMENTS**

# **Public Safety Committee**

**LaVelle Topps, Chairman**  
**Patricia Rocco**  
**Vacancy**

# **Village Board Agenda Memo**

**Date:** November 6, 2012

**To:** President & Board of Trustees

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



**RE:** Cook County Health Inspections

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## **GENERAL BACKGROUND:**

Our current Intergovernmental Agreement with the Cook County Department of Public Health expires on November 30, 2012. The Department of Public Health has provided health inspection services to the Village of La Grange Park since April of 2001, and the system overall has continued to work well.

There are again no changes in the fees for the new agreement, with the current fee set at \$60.00 per inspection. The Village invoices the individual businesses for the required inspections, and any follow-up inspections which are needed.

## **ACTION REQUESTED:**

Review and discuss the proposed IGA, a copy of which is enclosed. There appear to be no changes from the current agreement in place. If there is consensus, this item will be placed on the consent agenda for the November 27<sup>th</sup> Board meeting.

## **RECOMMENDATION:**

Staff recommends entering into another contract with the Cook County Department of Public Health for health inspection services, effective December 1, 2012, and continuing through November 30, 2013.

## **DOCUMENTATION:**

- Copy of the proposed Intergovernmental Agreement
- Copy of Resolution approving agreement

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING EXECUTION OF  
A HEALTH INSPECTION SERVICES AGREEMENT  
WITH THE COUNTY OF COOK**

WHEREAS, the Village of La Grange Park seeks to continue to retain the Cook County Department of Public Health to perform health and sanitation inspections within all businesses involved in the sale of food products; and

WHEREAS, the Cook County Department of Public Health undertakes this role for a number of Cook County communities on a contractual basis; and is qualified and staffed to undertake this role; and

WHEREAS, the Cook County Department of Public Health and is well qualified and staffed to undertake this role for the Village of La Grange Park.

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

1. That the *Intergovernmental Agreement for the Provision of Environmental Health Inspectional Services*, attached hereto is approved.
2. That the President is authorized to execute the agreement, and the Village Clerk is authorized to attest the agreement.
3. The Village Manager is authorized and directed to take such further actions as he deems necessary and appropriate to implement, administer and enforce this Resolution.

ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois this 27<sup>th</sup> day of November, 2012.

YES:

NOS:

ABSENT:

Approved this 27<sup>th</sup> day of November, 2012.

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

ATTEST:

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

APPROVED AS TO FORM-

VILLAGE ATTORNEY: Agreement Approved by Village Attorney on \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF  
ENVIRONMENTAL HEALTH INSPECTIONAL SERVICES**

This **AGREEMENT** entered into as of December 1, 2012 by and between the Village of La Grange Park, Cook County, Illinois a municipal corporation (hereinafter called the **VILLAGE**), and the County of Cook, Illinois a body corporate and politic (hereinafter called the **COUNTY**).

**WITNESSETH:**

**WHEREAS**, The **VILLAGE** wishes to provide environmental health inspectional services relating to food service sanitation and retail food store sanitation; and

**WHEREAS**, the **COUNTY** is willing to provide the **VILLAGE** with certain environmental health services through the work of its Department of Public Health, (hereinafter called the **DEPARTMENT**) upon the terms and conditions as hereinafter set forth; and

**WHEREAS**, the **COUNTY** is a home rule unit as provided in the 1970 Illinois Constitution (Art. VII, Sec. 6); and

**WHEREAS**, the **VILLAGE** is a municipality deriving its authority as provided in the Illinois Compiled Statutes (65 ILCS 5); and

**WHEREAS**, the 1970 Illinois Constitution (Art. VII, Section 10) and the Illinois Compiled Statutes (5 ILCS 220) provide authority for intergovernmental cooperation; and

**WHEREAS**, the Illinois Compiled Statutes (55 ILCS 5/5-25013 (B) 5), provides that the **DEPARTMENT** may contract for the sale of health services; and

**WHEREAS**, the parties hereto seek to protect the health of the citizens of the **COUNTY** and the **VILLAGE** by undertaking the **AGREEMENTS** contained herein through their joint effort.

**NOW THEREFORE**, in consideration of the premises, and such other considerations as hereinafter set forth, the parties hereto agree as follows:

1. The **DEPARTMENT**, through its Environmental Health Division Staff, shall provide the following environmental services to the **VILLAGE**:
  - a. Make inspections as required by the food sanitation provisions of the Code of Ordinances of the **VILLAGE** (hereinafter called the **VILLAGE CODE**) of all food service establishments and retail food stores licensed or permitted by the **VILLAGE** as scheduled by the **VILLAGE** and the **DEPARTMENT** during the term of this **AGREEMENT** to assure compliance with the **VILLAGE CODE**;

- b. Reinspect all food service establishments and retail food stores to monitor the correction of violations identified at the time of the initial inspection pursuant to (a.) above;
  - c. Provide the **VILLAGE** with reports of inspections undertaken;
  - d. Report immediately to the **VILLAGE** on matters which in the opinion of the inspector are of serious concern;
  - e. Testify as required in any court cases brought by the **VILLAGE** for correction of food sanitation code violations cited pursuant to inspections conducted by the **DEPARTMENT**;
  - f. Review plans for any new or extensively remodeled food service establishment or retail food store in the **VILLAGE** to assure compliance with current Federal, State, **COUNTY**, and **VILLAGE** Food Service Establishment and Retail Food Store Regulations.
2. The **DEPARTMENT** agrees to furnish its employees with means of transportation to, from, and within the **VILLAGE** in order to carry out the duties and inspections as described herein.
3. The **VILLAGE** agrees:
  - a. To maintain in force during the term and any extension of this intergovernmental **AGREEMENT**, ordinances or regulations at least equivalent to the **COUNTY** Food Service Establishment and Retail Food Store Ordinances;
  - b. To maintain files and records of inspections and licensing or permitting of food service establishments and retail food stores, and to provide the **DEPARTMENT** with one copy of inspection reports prepared by **DEPARTMENT** personnel and upon reasonable notice provide the **COUNTY** with access to said files and records;
  - c. To provide any legal action in the determination of the **VILLAGE** necessary to enforce the **VILLAGE** ordinances or regulations.
4. To provide the **DEPARTMENT** with the necessary authority to perform the duties and services referred to above.
5. The **DEPARTMENT** agrees to provide all of the services outlined in Paragraph Number 1 above, at a cost of **\$60.00 per inspection** billed to the **VILLAGE** for the term of the **AGREEMENT**.

6. The **VILLAGE** agrees to hold harmless and to indemnify the **COUNTY**, its Board members, officers, agents and employees from liabilities, costs, judgments, attorneys' fees or other expenses resulting from any negligence or act or failure to act under this **AGREEMENT** by the **VILLAGE**, its officers, agents or employees. The **COUNTY** agrees to hold harmless and to indemnify the **VILLAGE**, its Board members, officers, agents and employees from liabilities, costs, judgments, attorneys' fees or other expenses resulting from any negligence or act or failure to act under this **AGREEMENT** by the **COUNTY**, its officers, agents or employees. Nothing herein shall be construed to require the **VILLAGE** to indemnify the **COUNTY** for the negligence of the **DEPARTMENT** or its officers, agents, or employees; and further, nothing herein shall be construed to require the **VILLAGE** to indemnify or make any payments in connection with any claim for which the **COUNTY** or the **DEPARTMENT** otherwise would not be liable, nor shall it be construed to waive any defenses that the **COUNTY**, the **DEPARTMENT** or the **VILLAGE** may otherwise have to any such claim. Furthermore, nothing herein shall be construed to require the **COUNTY** to indemnify the **VILLAGE** for the negligence of the **VILLAGE** or its officers, agents or employees; and further, nothing herein shall be construed to require the **COUNTY** to indemnify or make payments in connection with any claim for which the **VILLAGE** otherwise would not be liable.
7. This **AGREEMENT** shall become effective as of December 1, 2012 and shall continue through November 30, 2013 unless otherwise terminated by either party as hereinafter provided. This **AGREEMENT** may be renewed on an annual basis by resolution of the corporate authority of both parties or with the written agreement of the parties through their designated representatives. For purposes of the renewal of the terms and conditions contained in this **AGREEMENT** the **COUNTY** authorizes the Chief of the Bureau of Health Services or the Director of the **DEPARTMENT** to renew on its behalf.
8. The parties hereto shall at any time during the term of this **AGREEMENT** have the right to terminate same upon 30 days written notice to the other party, said notice to be sent certified mail, return receipt to: Director, Cook County Department of Public Health, 15900 S. Cicero Avenue, Building E, Oak Forest, IL 60452; or the Village Manager, Village of La Grange Park, 447 N. Catherine, La Grange Park, Illinois 60526.
9. It is expressly agreed by the parties hereto that all environmental health staff members of the **DEPARTMENT** shall be deemed its employees and shall be under the sole supervision and control of the **DEPARTMENT**.

10. This intergovernmental **AGREEMENT** may be amended only by resolution of the corporate authority of each party hereto.
11. If any provision of this **AGREEMENT** is invalid for any reason, such invalid portion shall not render invalid the remaining provisions of this **AGREEMENT** which can be given effect without the invalid provision to carry out the intent of the parties as stated herein.
12. Neither party hereto may assign this **AGREEMENT** in whole or in part without the written consent of the other party.
13. The waiver by a party or any breach or failure of the other party to perform any covenant or obligation contained herein shall not constitute a waiver of any subsequent breach.
14. This **AGREEMENT** represents the entire **AGREEMENT** between the parties and supersedes any and all prior **AGREEMENTS**, whether written or oral. Any modification of this **AGREEMENT** shall be valid only if in writing and signed by all parties hereto.
15. This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Illinois.
16. All notices relating to the **AGREEMENT** shall be either hand delivered to the party or mailed to the party by certified mail, return receipt requested to all respective parties at addresses as both appear in Section 8 of this **AGREEMENT**.
17. None of the provisions of this **AGREEMENT** is intended to create nor shall be designed or construed to create any relationship between the **COUNTY** and the **VILLAGE** other than of independent entities contracting with each other hereunder solely for effecting the provisions of the **AGREEMENT**. Neither of the parties hereto nor any of their respective representatives shall be construed to be the agent, the employer or representative of the other. The **VILLAGE** and the **COUNTY** will maintain separate and independent managements and each has full unrestricted authority and responsibility regarding its own organization and structure.
18. The execution of this **AGREEMENT** by the **COUNTY** shall be subject to the authorization of the Cook County Board of Commissioners adopted in accordance with applicable law.

**IN WITNESS WHEREOF**, the undersigned governmental units have caused this **AGREEMENT** to be duly executed and attached herewith are copies of the respective resolutions authorizing the signing official to execute this **AGREEMENT**.

**VILLAGE OF LA GRANGE PARK**  
a municipal corporation

By: \_\_\_\_\_

Village President

**ATTEST:**

By: \_\_\_\_\_

Village Clerk

Dated:

**COUNTY OF COOK, a body**  
corporate and politic

By: \_\_\_\_\_

Director, Cook County  
Department of Public Health

\_\_\_\_\_

Dated

# **Public Works Committee**

**Scott Mesick, Chairman**  
**LaVelle Topps**  
**Marshall Seeder**

# VILLAGE BOARD AGENDA MEMO

**Date:** 10/24/2012  
**To:** Village President and Board of Trustees  
**From:** Brendan McLaughlin, Director of Public Works *BTM*  
Julia Cedillo, Village Manager *JC*  
**Re:** 2012 - 2013 Tree Trimming Program

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## GENERAL BACKGROUND

Due to budget constraints over the past 4 years, the annual tree trimming program was put on hold. The last section of trees to be trimmed was on the west side of the Village in 2008. At that time, over 2,000 trees were trimmed by Vega Tree Service for \$67,208.

Because trimming has not been performed for several years, the proposal was broken out into two sections to make sure that the Village could have the maximum number of trees trimmed. *The proposed sections have not been trimmed since 2004-2005:*

**Section A:** East of the IHB to Kemman Avenue (both side of Kemman would be trimmed); from the northern Village limits on 26<sup>th</sup> (only the trees on the south side of 26<sup>th</sup> would be trimmed) south to 31<sup>st</sup> Street.

**Section B:** East of the IHB to Kemman Avenue (only trees on the west side of Kemman would be trimmed); from 31<sup>st</sup> street to the southern Village limits.

Bid specifications were prepared, and a Request for Proposal was published in the October 3, 2012, Suburban Life newspaper. *Bid packets were also sent out to eleven contractors.* A bid opening was held on October 24, 2012, at 9:30am. The following proposals were received:

<u>Contractor</u>	<u>Section A</u>	<u>Section B</u>	<u>Combined Sections A &amp; B</u>
Winkler's Tree & Landscaping	\$9,923.20	\$21,113.03	\$31,036.23
Trees "R" Us, Inc.	\$10,221.70	\$24,279.95	\$34,501.65
Steve Piper and Sons	\$13,087.50	\$31,886.00	\$44,973.50

\$30,000 has been budgeted in the Public Works Budget – Trimming & Removal (#01-44-3-322), for the tree trimming program. The additional \$1,036.23 will be absorbed within the Public Works Budget.

## MOTION ACTION REQUESTED:

Motion approving the Resolution accepting the proposal of Winkler's Tree & Landscaping, Inc. in the amount of \$31,036.23 (Sections A & B), and authorize the Village President to execute the necessary contract documents.

## RECOMMENDATION

Staff recommends hiring Winkler's Tree & Landscaping Inc., and also authorize the Village President to execute the necessary contract documents. Winkler is currently the Village's contractor responsible for stump removals, and has also performed tree trimming work for the Village in 2006-2007. Additionally, Winkler has performed tree services for numerous surrounding municipalities.

## DOCUMENTATION

- Resolution Approving Proposal/Contract for 2012-2013 Tree Trimming Program

RESOLUTION NO. \_\_\_\_

**RESOLUTION ACCEPTING PROPOSAL/CONTRACT FOR  
2012-2013 Tree Trimming Program**

WHEREAS, it is necessary for parkway trees in the Village to be trimmed; and

WHEREAS, the Village has prepared a "Request for Proposal" which outlined the work to be performed in this program, and a bid opening was held on October 24, 2012; and

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

1. That the Village of La Grange Park hereby accepts the proposal of **WINKLER'S TREE & LANDSCAPING, INC.** in the amount of \$31,036.23.
2. The Village President is hereby authorized to execute a contract with **WINKLER'S TREE & LANDSCAPING, INC.**
3. The Village Manager is authorized and directed to take such further actions, as necessary and appropriate to implement, administer and enforce this Resolution.

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

YES:

NOS:

ABSENT:

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

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

ATTEST: \_\_\_\_\_  
Amanda Seidel  
Village Clerk

APPROVED AS TO FORM-  
VILLAGE ATTORNEY – Format Previously Approved

## VILLAGE BOARD AGENDA MEMO

**Date:** 11/07/2012

**To:** President & Board of Trustees

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

**Re:** 2012 Sewer Cleaning and Televising Program

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### GENERAL BACKGROUND

The 2012 Sewer Cleaning and Televising Program will accomplish the cleaning and inspection of designated sewer pipes according to contract specifications. This work will be performed by a contractor at various locations in the Village, who will be supervised by the Director of Public Works and the Village Engineer, Hancock Engineering. Sewer maintenance is mandated by the MWRD, and performed annually by the Village as a preventive maintenance measure.

Bid specifications were prepared, and a Notice to Bidders requesting bids was published in the October 24, 2012, Suburban Life newspaper. A bid opening was held on November 7, 2012, and the lowest bidder was National Power Rodding Corp. with a total bid of \$24,478.37. The following bids were received:

National Power Rodding Corp.	\$24,478.37
United Septic, Inc.	\$35,609.90
Visu-Sewer of Illinois	\$50,704.46
Hydro-Vision Technology	\$51,849.45
NH Environmental Group, Inc.	\$92,654.10

In this fiscal year, the Village has budgeted in the Sewer Fund – Services (05-44-3-326) \$50,000 for cleaning and televising of sewers. To date, approximately \$10,000 has been spent on portions of the system which were cleaned on an emergency basis earlier this year.

### MOTION / ACTION REQUESTED:

A motion: (1) to accept the proposal of National Power Rodding Corp., in the amount of \$24,478.37; and (2) to authorize additional spending not to exceed the total remaining budget of \$15,000.00 for this project should additional locations for cleaning/televising become identified this fiscal year; and (3) to authorize the Village President to execute the contract documents.

### STAFF RECOMMENDATION:

Accept proposal from National Power Rodding Corp. for cleaning and televising of sewers, authorize additional spending utilizing these unit prices for the remainder of the fiscal year within the remaining budget, and authorize the Village President to execute the contract documents. National Power Rodding Corp. provided sewer cleaning and televising services during the Village's 2011 project without any problems.

### DOCUMENTATION:

- Resolution accepting proposal for the 2012 Sewer Cleaning and Televising Program

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION ACCEPTING PROPOSAL FOR 2012 SEWER  
CLEANING AND TELEVISIONING PROGRAM**

WHEREAS, the 2012 Sewer Cleaning and Televisioning Program consists of cleaning and televising of sewers according to specifications; and

WHEREAS, the Village prepared a Bid Packet with Specifications and Bidding Documents, outlining the work to be completed in the project; and

WHEREAS, a bid opening was held on November 7, 2012, at which time the lowest bidder was National Power Rodding Corp. with a proposal in the amount of \$24,478.37.

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

1. That the Village of La Grange Park hereby accepts the proposal of National Power Rodding Corp., in the amount of \$24,478.37, and authorizes additional spending not to exceed the remaining budget amount of \$15,000.
2. The Village President is hereby authorized to execute the necessary contract documents with National Power Rodding Corp.; and
3. The Village Manager is authorized and directed to take such further actions, as necessary and appropriate to implement, administer and enforce this Resolution.

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

YES:

NOS:

ABSENT:

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

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

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

Amanda Seidel  
Village Clerk

*APPROVED AS TO FORM-  
VILLAGE ATTORNEY – Format Previously Approved*

## **Village Board Agenda Memo**

Date: 11/01/12  
To: President & Board of Trustees  
From: Brendan McLaughlin, Director of Public Works *BSM*  
Julia Cedillo, Village Manager *JC*  
RE: Invoice for 2012 Sidewalk Removal and Replacement Program

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### **PURPOSE:**

Authorization of payment of invoice from United General Concrete, Inc. dated October 31, 2012, in the amount of \$23,255.20.

### **GENERAL BACKGROUND:**

The Village budgeted \$40,000 for concrete repairs, and had identified various locations requested by residents and all locations impacted by utility repairs during the past year. The estimated cost for this work was \$20,000.

Based on requested pricing for concrete repairs, on September 25, 2012, the Village Board approved a contract with the lowest bidder, United General Concrete for a contract amount not to exceed \$20,000.

In the course of completing the work field conditions necessitated additional work in the amount of \$3,255.20. This work was not foreseen when the sidewalk replacement list was prepared, and the changes made ensured the elimination of safety hazards on the sidewalk area where replacement work had taken place. The Contractor performed all requested work, and was very accommodating.

### **MOTION / ACTION REQUESTED:**

A motion to authorize the payment of invoice from United General Concrete, Inc. dated October 31, 2012, in the amount of \$23,255.20.

### **RECOMMENDATION:**

Staff recommends payment of the invoice from United General Concrete in the amount of \$23,255.20.

## **Finance Committee**

**Patricia Rocco, Chairwoman**

**Scott Mesick**

**Marshall Seeder**

## Village Board Agenda Memo

Date: November 6, 2012

To: Finance Committee Chair Patricia B. Rocco  
President & Board of Trustees

From: Pierre A. Garesché, Finance Director *P.A.G.*  
Julia A. Cedillo, Village Manager *JAC*

Re: **Tax Levy Ordinances**

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### GENERAL BACKGROUND:

A proposed tax levy ordinance authorizing the 2012 real estate tax levy is attached. If approved by the Board, the ordinance will authorize the Cook County Clerk to levy \$3,336,680 in real estate tax for the Village. This represents a 4.9% increase over the \$3,180,824 in real estate tax extended last year by the Cook County Clerk on behalf of the Village. Initially, the levy is likely to be scaled back to a 3.0% increase by the Cook County Clerk due to the tax cap law. The Consumer Price Index increased by 3.0% during 2011, which is the number used by the County for tax cap calculations. We are asking for a percentage increase larger than 3.0% so the value of any new property in town will be used to maximize the actual real estate tax extension. The tax cap law excludes the value of new property when calculating the maximum allowable real estate tax rate. Including the value of new property, we estimate the actual real estate tax extension to be \$3,299,000. This is a 3.7% increase over the 2011 extension.

A second ordinance is attached directing the Cook County Clerk how to reduce the levy in the likely event it is required by the Property Tax Extension Limitation Law.

Finally, a third ordinance and a fourth ordinance are also attached. These tax abatement ordinances direct the County Clerk to abate entirely the respective levies contained in the two bond ordinances previously approved by the Board. You may recall that in order to designate the two bond issues as General Obligation Bonds, and thereby lower the interest rates, the Village needed to levy real estate taxes for paying the bonds off. However, since our intent is to actually use Motor Fuel Tax funds to pay off one set of bonds and wastewater service charges to pay off the other, we need to pass two ordinances each year abating the previously authorized tax levies for that particular year.

### MOTION/ACTION REQUESTED:

We request that the four ordinances be approved at the November 27, 2012 Board meeting.

### STAFF RECOMMENDATION:

We recommend the four ordinances be adopted.

### DOCUMENTATION:

- Tax Levy Ordinance
- Levy Reduction Ordinance
- Tax Abatement Ordinance for Street Bonds
- Tax Abatement Ordinance for Sewer Bonds

**ANNUAL TAX LEVY ORDINANCE**

AN ORDINANCE PROVIDING FOR THE ANNUAL TAX LEVY FOR THE VILLAGE OF LA GRANGE PARK, COOK COUNTY, ILLINOIS, FOR THE FISCAL YEAR BEGINNING MAY 1, 2012 AND ENDING APRIL 30, 2013

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

**SECTION 1:** That for the purpose of paying certain corporate expenses of the Village of La Grange Park, Cook County, Illinois, for the fiscal year beginning the first day of May 2012, and ending the thirtieth day of April 2013, as set forth in the Annual Budget, passed and approved by the Board of Trustees on the 24th day of April, 2012, there is hereby levied upon all of the taxable property within the corporate limits of the Village of La Grange Park, Cook County, Illinois, the following sums of money for the following purposes and objects hereinafter described.

The column headed "Total Budgeted" represents the sum budgeted for each particular purpose opposite thereto. The sum or sums in the column headed "From Tax Levy" opposite each purpose represents the sum of money to be collected from the tax levy. The balance, if any, from each sum budgeted shall be collected or taken from any surplus on hand and the other sources of revenue of the Village of La Grange Park.

*APPROVED AS TO FORM -  
VILLAGE ATTORNEY Format/language  
Previously approved 10/00*

## CORPORATE FUND

Total  
BudgetedFrom  
Tax LevyAdministration Department

Full-Time Salaries	\$433,500.00	\$275,000.00
Part-Time Salaries	17,000.00	
Legal Fees	107,000.00	
Auditing Fees	13,000.00	
Other Professional Services	49,500.00	
Auto Maintenance & Repair	0	
Equipment Maintenance & Repair	4,600.00	
Building Maintenance & Repair	7,000.00	
Machine & Equipment Rental	6,300.00	
Janitorial Service	5,000.00	
Advertising	2,300.00	
Printing	11,000.00	
Postage	11,000.00	
Telephone	13,000.00	
Miscellaneous Services	4,500.00	
Office Equipment	1,000.00	
Auto Parts & Supplies	0	
Bldg. & Land Maint. Materials	700.00	
Janitorial Supplies	700.00	
Fuel	0	
Books & Maps	200.00	
Office Supplies	8,000.00	
Photo Supplies	0	
Health & Life Insurance	69,000.00	
Dues & Subscriptions	15,000.00	
West Central Cable Agency	0	
Training, Safety & Travel	3,000.00	
Receptions/Official Functions	6,000.00	
Zoning Board of Appeals	6,000.00	
Board of Police Commissioners	1,500.00	
Community Event	500.00	
Recycling Programs	2,500.00	
Contingencies	4,000.00	
Ambulance Loan Repayment	12,500.00	
	<hr/>	<hr/>
Total for Administration Department	\$815,300.00	\$275,000.00

	<u>Total Budgeted</u>	<u>From Tax Levy</u>
<u>Police Department</u>		
Police Full-Time Salaries	\$1,428,520.00	\$796,255.00
Telecom/Administrative Salaries	285,900.00	
Auxiliary Police Officer Wages	18,000.00	
Legal Fees	22,000.00	
Other Professional Services	18,000.00	
Auto Maintenance & Repair	28,000.00	
Equipment Maintenance & Repair	16,000.00	
Building Maintenance & Repair	11,000.00	
Machine and Equipment Rental	3,500.00	
Janitorial Service	8,500.00	
Printing	4,800.00	
Postage	2,000.00	
Telephone	11,000.00	
Miscellaneous Services	3,000.00	
Office Equipment	2,000.00	
Other Equipment & Machinery	0	
Auto Parts & Supplies	12,000.00	
Equipment Parts & Supplies	2,800.00	
Bldg. & Land Maint. Materials	700.00	
Food	500.00	
Ammunition & Targets	4,000.00	
Janitorial Supplies	2,500.00	
Uniforms	21,000.00	
Fuel	46,000.00	
Books & Maps	900.00	
Office Supplies	6,800.00	
Photo Supplies	1,000.00	
Health & Life Insurance	384,000.00	
Accident Insurance	100.00	
Dues & Subscriptions	4,500.00	
Training, Safety & Travel	11,000.00	
Special Programs	1,500.00	
Contingencies	3,000.00	
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Total for Police Department	\$2,364,520.00	\$796,255.00

	<u>Total</u> <u>Budgeted</u>	<u>From</u> <u>Tax Levy</u>
<u>Building Department</u>		
Building Full-Time Salaries	\$124,520.00	\$80,000.00
Part-Time Salaries	0	
Legal Fees	500.00	
Plan Review/Inspection Fees	76,000.00	
Other Professional Services	5,000.00	
Auto Maintenance & Repair	1,500.00	
Equipment Maintenance & Repair	870.00	
Building Maintenance & Repair	1,600.00	
Machine & Equipment Rental	0	
Janitorial Service	1,200.00	
Printing	1,500.00	
Postage	500.00	
Telephone	7,000.00	
Miscellaneous Services	4,000.00	
Office Equipment	500.00	
Other Equipment & Machinery	350.00	
Auto Parts & Supplies	800.00	
Bldg. & Land Maint. Materials	150.00	
Janitorial Supplies	200.00	
Uniforms	600.00	
Fuel	900.00	
Books & Maps	2,200.00	
Office Supplies	1,500.00	
Health & Life Insurance	8,800.00	
Dues & Subscriptions	550.00	
Training, Safety & Travel	2,000.00	
Contingencies	1,000.00	
	<hr/>	<hr/>
Total for Building Department	\$243,740.00	\$80,000.00
<b>TOTAL FOR CORPORATE FUND</b>	<b>\$3,423,560.00</b>	<b>\$1,151,255.00</b>

SPECIAL CORPORATE PURPOSES

<b>FIRE PROTECTION FUND</b>	<u>Total Budgeted</u>	<u>From Tax Levy</u>
Salaries & Wages	\$456,470.00	\$440,000.00
Vehicle Maintenance & Repair	26,700.00	
Equipment Maintenance & Repair	14,000.00	
Building Maintenance & Repair	10,080.00	
Janitorial Service	1,750.00	
Printing	2,000.00	
Postage	500.00	
Telephone	6,000.00	
Miscellaneous Services	49,400.00	
Office Equipment	900.00	
Other Equipment & Machinery	4,500.00	
Vehicle Parts & Supplies	7,000.00	
Equipment Parts & Supplies	10,230.00	
Bldg. & Land Maint. Materials	2,610.00	
Janitorial Supplies	950.00	
Chemicals	600.00	
Uniforms	5,000.00	
Fuel	19,500.00	
Books & Maps	4,000.00	
Office Supplies	3,650.00	
Medical Supplies	8,500.00	
Health & Life Insurance	15,000.00	
Accident Insurance	1,200.00	
Dues & Subscriptions	9,280.00	
Training, Safety & Travel	32,100.00	
Fire Insurance Board	0	
Contingencies	2,000.00	
<b>TOTAL FOR FIRE PROTECTION FUND</b>	<b>\$693,920.00</b>	<b>\$440,000.00</b>

**STREET & BRIDGE FUND**

	<u>Total Budgeted</u>	<u>From Tax Levy</u>
Public Works Full-Time Salaries	\$457,000.00	\$100,000.00
Public Works Temporary Wages	38,000.00	
Vehicle Maintenance & Repair	43,000.00	
Equipment Maintenance & Repair	20,000.00	
Building Maintenance & Repair	4,000.00	
St.Light & Traf. Sig. Maintenance	28,000.00	
Machine & Equipment Rental	5,000.00	
Janitorial Service	1,500.00	
Tree Trimming & Removal	60,000.00	
Refuse Collection & Disposal	35,000.00	
Utilities	50,000.00	
Reclamite New Pavement Treatment	0	
Telephone	7,000.00	
Laundry Service	4,000.00	
Miscellaneous Services	21,000.00	
Office Equipment	1,500.00	
Other Equipment & Machinery	7,500.00	
Vehicle Parts & Supplies	15,000.00	
Equipment Parts & Supplies	10,000.00	
Bldg. & Land Maint. Materials	10,000.00	
Janitorial Supplies	1,500.00	
Chemicals	3,000.00	
Uniforms	3,000.00	
Fuel	35,000.00	
Small Tools	1,500.00	
Traffic Control Supplies	5,000.00	
Materials for Streets	60,000.00	
Office Supplies	2,000.00	
Health & Life Insurance	120,000.00	
Dues & Subscriptions	1,500.00	
Training, Safety, and Travel	1,500.00	
Contingencies	1,400.00	
<b>TOTAL FOR STREET &amp; BRIDGE FUND</b>	<b>\$1,052,900.00</b>	<b>\$100,000.00</b>

<b>OTHER SPECIAL CORPORATE PURPOSES</b>	<b>Total <u>Budgeted</u></b>	<b>From <u>Tax Levy</u></b>
Police Pension Fund	\$730,000.00	\$ 715,000.00
Illinois Municipal Retirement Fund	129,000.00	60,000.00
Police Protection Fund	450,000.00	440,000.00
Employer Social Security Fund	161,980.00	80,000.00
Liability Insurance Fund	251,500.00	120,000.00
Crossing Guards Fund	89,000.00	55,000.00
Ambulance Service Fund	597,472.00	110,000.00
<b>TOTAL FOR OTHER SPECIAL CORPORATE PURPOSES</b>	<b><u>\$2,408,952.00</u></b>	<b><u>\$1,580,000.00</u></b>

<b>TOTAL FOR SPECIAL CORPORATE PURPOSES</b>	<b>\$4,155,772.00</b>	<b>\$2,120,000.00</b>
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**WATER FUND**

Administration Department

Salaries and Wages	\$89,660.00
Professional Services	13,000.00
Other Services	18,800.00
Capital Outlay	3,000.00
Supplies	1,400.00
Pension & Insurance	35,820.00
Principal & Interest	13,100.00
Other Expenses	8,600.00

Total for Administration Department	\$183,380.00
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Distribution Department

Salaries and Wages	\$196,000.00
Professional Services	135,000.00
Other Services	180,750.00
Capital Outlay	1,071,000.00
Supplies	1,696,750.00
Pension & Insurance	102,100.00
Other Expenses	4,500.00

Total for Distribution Department	<u>\$3,386,100.00</u>
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<b>TOTAL FOR WATER FUND</b>	<b>\$3,569,480.00</b>
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2004 DEBT SERVICE FUND

Total  
Budgeted

From  
Tax Levy

Miscellaneous Services	\$ 500.00	
Principal Payments	204,000.00	
Interest Payments	<u>23,000.00</u>	
<b>Total FOR 2004 DEBT SERVICE FUND</b>	<b>\$ 227,500.00</b>	

MOTOR FUEL TAX FUND

Engineering Fees	\$	0
Street Resurfacing		0
Sidewalks, Curbs & Gutters		0
Other Equipment & Machinery		0
Materials for Streets		0
<b>TOTAL FOR MOTOR FUEL TAX FUND</b>	<b>\$</b>	<b>0</b>

SEWER FUND

Total  
Budgeted

From  
Tax Levy

Administration Department

Salaries and Wages	\$ 75,620.00
Professional Services	12,700.00
Other Services	13,900.00
Capital Outlay	2,000.00
Supplies	1,500.00
Pension & Insurance	30,760.00
Other Expenses	5,500.00
Principal & Interest	457,000.00

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Total for Administration Department \$598,980.00

Operation & Maintenance Department

Salaries and Wages	\$ 45,000.00
Professional Services	37,500.00
Other Services	103,950.00
Capital Outlay	260,000.00
Supplies	25,300.00
Pension & Insurance	23,960.00
Other Expenses	5,700.00

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Total for Operation & Maint. Depart. \$ 501,410.00

**TOTAL FOR SEWER FUND \$1,100,390.00**

**CAPITAL PROJECTS FUND**Total  
BudgetedFrom  
Tax Levy

Street Resurfacing	\$	0
Sidewalks, Curbs & Gutters		50,000.00
Public Buildings & Grounds		1,107,500.00
31st Street Projects		98,000.00
Administration Equipment		22,200.00
Police Equipment		52,000.00
Fire Equipment		12,226.00
Public Works Equipment		0
Building Equipment		0
Tree Purchases		15,000.00

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<b>TOTAL FOR CAPITAL PROJECTS FUND</b>		<b>\$1,356,926.00</b>
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**EMERGENCY TELEPHONE SYSTEM**

Equipment Maintenance & Repair	\$	21,000.00
Telephone		20,000.00
Miscellaneous Services		51,000.00
Building Alterations & Improv.		0
Equipment & Machinery		72,500.00
Equipment Parts & Supplies		500.00
Contingencies		0

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<b>TOTAL FOR EMERGENCY TELEPHONE SYSTEM FUND</b>		<b>\$165,000.00</b>
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Total for All Funds	\$13,998,628.00	\$3,271,255.00
Add 2% for Loss of Collection		65,425.00

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<b>GRAND TOTAL OF ALL TAX LEVIES</b>		<b>\$3,336,680.00</b>
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SECTION 2:

SUMMARY

<u>Fund</u>	<u>Total Budgeted</u>	<u>Amount to be Raised by Tax Levy</u>	<u>2% for Loss of Collection</u>	<u>Total Amount to be Raised by Tax Levy</u>
Corporate	\$3,423,560.00	\$1,151,255.00	\$ 23,025.00	\$1,174,280.00
Police Pension	730,000.00	715,000.00	14,300.00	729,300.00
I.M.R.F.	129,000.00	60,000.00	1,200.00	61,200.00
Street & Bridge	1,052,900.00	100,000.00	2,000.00	102,000.00
Fire Protection	693,920.00	440,000.00	8,800.00	448,800.00
Police Protection	450,000.00	440,000.00	8,800.00	448,800.00
Social Security	161,980.00	80,000.00	1,600.00	81,600.00
Liability Insurance	251,500.00	120,000.00	2,400.00	122,400.00
Crossing Guards	89,000.00	55,000.00	1,100.00	56,100.00
Ambulance Service	<u>597,472.00</u>	<u>110,000.00</u>	<u>2,200.00</u>	<u>112,200.00</u>
	\$7,579,332.00	\$3,271,255.00	\$65,425.00	\$3,336,680.00

GRAND TOTAL OF ALL TAX LEVIES

\$3,336,680.00

**SECTION 3:**

The Village Clerk is hereby authorized and directed to certify this ordinance and levy to the County Clerk of Cook County, Illinois, and said County Clerk of Cook County, Illinois is hereby authorized and directed to extend the taxes that they may be collected in the manner other general taxes are collected, in manner and form provided by law, and this shall be a sufficient authority to do so.

**SECTION 4:**

This ordinance shall be in full force and effect upon its passage and approval as required by law.

PASSED AND APPROVED by the Board of Trustees this 27<sup>th</sup> day of November, 2012.

\_\_\_\_\_  
Amanda G. Seidel, Village Clerk  
Village of La Grange Park  
Cook County, Illinois

APPROVED this 27<sup>th</sup> day of November, 2012.

\_\_\_\_\_  
Dr. James L. Discipio, Village President  
Village of La Grange Park  
Cook County, Illinois

Ordinance No. \_\_\_\_\_

AN ORDINANCE PROVIDING FOR  
SPECIFIC REDUCTIONS OF THE 2012  
PROPERTY TAX LEVY PURSUANT TO THE  
PROPERTY TAX EXTENSION LIMITATION LAW.

WHEREAS, the Board of Trustees of the Village of La Grange Park has adopted a property tax levy for the Village of La Grange Park; and

WHEREAS, the Village of La Grange Park is subject to the Property Tax Extension Limitation Law, 35 ILCS §200/18-185 et seq.; and

WHEREAS, the property tax levy enacted by the Village of La Grange Park may need to be reduced by the Cook County Clerk so as to conform to the Property Tax Extension Limitation Law;

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

SECTION 1: If a reduction in the levy of the Village of La Grange Park is required pursuant to the Property Tax Extension Limitation Law, then the Cook County Clerk is hereby directed to reduce the Corporate Fund levy of the Village of La Grange Park by the entire reduction amount (100%), which may be required by the Property Tax Extension Limitation Law. If the required reduction is larger than the total Corporate Fund levy, then the Cook County Clerk shall proportionally reduce the levy of each of the other funds by the difference.

SECTION 2: This ordinance shall pertain to the tax year 2012 levy.

SECTION 3: This ordinance shall take effect from the date of its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of La Grange Park, Cook County, Illinois, this 27<sup>th</sup> day of November, 2012.

APPROVED:

\_\_\_\_\_  
Dr. James L. Discipio  
Village President  
Village of La Grange Park  
Cook County, Illinois

ATTEST:

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

APPROVED AS TO FORM -  
VILLAGE ATTORNEY 11/19/04

## **Ordinance No.**

ORDINANCE PROVIDING FOR THE ABATEMENT OF CERTAIN TAXES  
LEVIED FOR THE PAYMENT OF GENERAL OBLIGATION BONDS,  
SERIES 2004, OF THE VILLAGE OF LAGRANGE PARK, ILLINOIS

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE  
VILLAGE OF LAGRANGE PARK, ILLINOIS, AS FOLLOWS:

**Section 1.** Pursuant to an ordinance of the Village of LaGrange Park, Illinois (the "Village"), adopted on April 27, 2004 and entitled: "Supplemental Ordinance Providing for the Issuance of \$2,260,000 General Obligation Bonds, Series 2004, of the Village of LaGrange Park, Illinois" (the "Ordinance"), the Village issued its General Obligation Bonds, Series 2004 (the "Bonds"), and levied taxes upon all taxable property in the Village for the purpose of paying annual principal and interest payments due with respect to the Bonds. The amount levied for the 2012 tax levy year for such purpose is \$268,435.00.

**Section 2.** By virtue of the deposit in trust of Motor Fuel Tax Payments (as defined in the Ordinance) sufficient for the payment of annual debt service payments with respect to the Bonds, the extension of the 2012 tax levy provided for in the Ordinance above will not be necessary and it is hereby determined that said levy in the amount of \$268,435.00 shall be abated entirely.

**Section 3.** The County Clerk of The County of Cook, Illinois (the "County Clerk") is requested and directed to abate in its entirety the 2012 tax levy in the amount of \$268,435.00 heretofore levied by the Village pursuant to the Ordinance.

**Section 4.** A certified copy of this ordinance shall be filed in the office of the County Clerk.

**Section 5.** This ordinance shall take effect upon its adoption in the manner provided by law.

This ordinance was adopted by the following vote:

AYES:

NAYS:

Adopted: November 27, 2012

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

Attest:

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

\*\*\*      \*\*\*      \*\*\*

Recorded: \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
County Clerk

## **Ordinance No.**

**ORDINANCE PROVIDING FOR THE ABATEMENT OF CERTAIN TAXES  
LEVIED FOR THE PAYMENT OF GENERAL OBLIGATION BONDS,  
SERIES 2006, OF THE VILLAGE OF LAGRANGE PARK, ILLINOIS**

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE  
VILLAGE OF LAGRANGE PARK, ILLINOIS, AS FOLLOWS:

**Section 1.** Pursuant to an ordinance of the Village of LaGrange Park, Illinois (the "Village"), adopted on March 28, 2006 and entitled: "Ordinance Providing for the Issuance of \$5,645,000 General Obligation Bonds, Series 2006, of the Village of LaGrange Park, Illinois" (the "Ordinance"), the Village issued its General Obligation Bonds, Series 2006 (the "Bonds"), and levied taxes upon all taxable property in the Village for the purpose of paying annual principal and interest payments due with respect to the Bonds. The amount levied for the 2012 tax levy year for such purpose is \$428,306.25.

**Section 2.** By virtue of the deposit in trust of Enterprise Revenues (as defined in the Ordinance) sufficient for the payment of annual debt service payments with respect to the Bonds, the extension of the 2012 tax levy provided for in the Ordinance above will not be necessary and it is hereby determined that said levy in the amount of \$428,306.25 shall be abated entirely.

**Section 3.** The County Clerk of The County of Cook, Illinois (the "County Clerk") is requested and directed to abate in its entirety the 2012 tax levy in the amount of \$428,306.25 heretofore levied by the Village pursuant to the Ordinance.

**Section 4.** A certified copy of this ordinance shall be filed in the office of the County Clerk.

**Section 5.** This ordinance shall take effect upon its adoption in the manner provided by law.

This ordinance was adopted by the following vote:

AYES:

NAYS:

Adopted: November 27, 2012

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

Attest:

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

\*\*\*      \*\*\*      \*\*\*

Recorded: \_\_\_\_\_

\_\_\_\_\_  
County Clerk

# **President's Report**

# **Village Board Agenda Memo**

**Date:** November 7, 2012  
**To:** Village Board of Trustees  
**From:** President James Discipio  
**RE:** Zoning Board Appointment

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## **GENERAL BACKGROUND:**

Mr. Lloyd Hyman has submitted a letter of resignation from the Village's Zoning Board of Appeals. Mr. Hyman's term does not expire until 5/1/14. I have received an application from Ms. Caroline Nash Domagalski to serve on the Zoning Board. I offer her name to the Board to be appointed to the Zoning Board of Appeals to fulfill Mr. Hyman's unexpired term.

## **MOTION / ACTION REQUESTED:**

**Motion: Move to advise and consent to the appointment of Caroline Nash Domagalski to the Zoning Board of Appeals for a term to expire in May 2014.**

**Attachment: Caroline Nash Domagalski's Commission Application**

SEP 07 2012



**VILLAGE COMMISSION/BOARD APPLICATION  
LA GRANGE PARK, ILLINOIS**

The Municipal Ordinances of the Village of La Grange Park provide for several advisory citizens committees to make recommendations to the Board of Trustees on local issues.

Most commissions, committees, and boards require a minimal time commitment. We seek interested citizens with a desire to learn, who can be objective and act in the best interests of the entire community.

If you are interested in serving as an unpaid volunteer on one of the Village's citizen commissions, committees, or boards, please complete the form below and check your areas of interest. The Village will retain your information for use when vacancies occur.

---

NAME: [REDACTED]

EMAIL ADDRESS: CAROLINE NASH DOMAGALSKI

ADDRESS: 21 ELMWOOD AVE

PHONE: (Daytime) [REDACTED] (Evening) SAME

DATE OF APPLICATION: September 5, 2012

**CURRENT EMPLOYMENT INFORMATION**

POSITION: Currently NOT WORKING OUTSIDE THE HOME

EMPLOYER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**BOARD OR COMMISSION(S) YOU WOULD BE WILLING TO SERVE:**

ZONING BOARD

**DESCRIBE YOUR REASONS FOR INTEREST IN SERVING ON ABOVE-LISTED BOARD OR COMMISSION(S):**

Presently I am a stay-at-home mother to my 9 month old, Prior to that I was involved in the zoning/ Real Estate Development Industry for 16 years. I have a lot of knowledge to contribute to our Village.

**DESCRIBE ANY SPECIAL SKILL, EXPERIENCE OR KNOWLEDGE WHICH RELATES TO YOUR INTEREST IN SERVING AS A COMMISSION MEMBER:**

Please see attached Resume

(Use additional pages if necessary)

Please mark your areas of interest below.  
(You may check more than one.)



Zoning Board of Appeals

Comprised of seven members, the Zoning Board conducts hearings and makes recommendations on village zoning issues.



Plan Commission

Comprised of five members, the Commission makes recommendations on future development in the community through comprehensive planning consideration of subdivision requests.



Traffic, Safety, and Engineering Committee

Comprised of seven members, the Committee makes recommendations on topics such as community traffic regulations, traffic safety, and parking.

\_\_\_\_\_ **Board of Police Commissioners**

*Comprised of three members, the Commission implements State law in the hiring, promotion, and discipline of sworn police personnel.*

\_\_\_\_\_ **Police Pension Fund**

*Comprised of five members, the group's primary responsibility is to oversee the finances and operation of the Police Pension Fund.*

\_\_\_\_\_ **Cool Village Commission**

*Comprised of seven members, the Commission shall prepare and recommend to the Village Board a Sustainability Plan designed to educate and inform citizens and facilitate sustainable practices that lead to a reduction of the Village's carbon footprint while promoting water conservation and the improvement of air, climate and water quality.*

**Please return this form to:** the President Dr. James L. Discipio, Village of La Grange Park, 447 North Catherine Avenue, La Grange Park, Illinois 60526.

THANK YOU FOR YOUR INTEREST!

# **Village Board Agenda Memo**

**Date:** November 7, 2012  
**To:** Board of Trustees  
**From:** Jim Discipio, Village President  
**RE:** Meeting Schedule

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## **GENERAL BACKGROUND:**

State Statutes require public bodies to provide notice of scheduled meetings prior to the start of each calendar year. We have put together a list of dates for the 2013 calendar year that continues the Village Board's established meeting schedule of a Work Session on the second Tuesday and a regular Village Board meeting on the fourth Tuesday of each month.

Please note that the 4<sup>th</sup> Tuesday in December 2012 falls on December 24. It is assumed that this meeting will be re-scheduled, perhaps to January 8, 2013. That decision does not need to be made now. However, it is unlikely that the Village Board will meet on December 24, 2012.

## **ACTION REQUESTED:**

Motion approving Resolution and 2013 meeting schedule.

## **RECOMMENDATION:**

This is a Village Board decision.

## **DOCUMENTATION:**

Resolution and attached Meeting dates for calendar year 2013.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING 2013 MEETING DATES**

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

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

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

1. That the Village of La Grange Park hereby approves the 2013 Meetings Reminder, as attached hereto; and
2. The Village Manager is authorized and directed to take such further actions as she deems necessary and appropriate to implement, administer and enforce this Resolution.

ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois this 27<sup>th</sup> day of November, 2012.

YES:

NOS:

ABSENT:

Approved this 27<sup>th</sup> day of November, 2012.

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

ATTEST:

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

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

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**2013 MEETINGS REMINDER**

January 8, 2013	Work Session Meeting	7:30 p.m.	Village Hall
January 22, 2013	Village Board Meeting	7:30 p.m.	Village Hall
February 12, 2013	Work Session Meeting	7:30 p.m.	Village Hall
February 26, 2013	Village Board Meeting	7:30 p.m.	Village Hall
March 12, 2013	Work Session Meeting	7:30 p.m.	Village Hall
March 26, 2013	Village Board Meeting	7:30 p.m.	Village Hall
April 9, 2013	Work Session Meeting	7:30 p.m.	Village Hall
April 23, 2013	Village Board Meeting	7:30 p.m.	Village Hall
May 14, 2013	Work Session Meeting	7:30 p.m.	Village Hall
May 28, 2013	Village Board Meeting	7:30 p.m.	Village Hall
June 11, 2013	Work Session Meeting	7:30 p.m.	Village Hall
June 25, 2013	Village Board Meeting	7:30 p.m.	Village Hall
July 9, 2013	Work Session Meeting	7:30 p.m.	Village Hall
July 23, 2013	Village Board Meeting	7:30 p.m.	Village Hall
August 13, 2013	Work Session Meeting	7:30 p.m.	Village Hall
August 27, 2013	Village Board Meeting	7:30 p.m.	Village Hall
September 10, 2013	Work Session Meeting	7:30 p.m.	Village Hall
September 24, 2013	Village Board Meeting	7:30 p.m.	Village Hall
October 8, 2013	Work Session Meeting	7:30 p.m.	Village Hall
October 22, 2013	Village Board Meeting	7:30 p.m.	Village Hall
November 12, 2013	Work Session Meeting	7:30 p.m.	Village Hall
November 26, 2013	Village Board Meeting	7:30 p.m.	Village Hall
December 10, 2013	Work Session Meeting	7:30 p.m.	Village Hall

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

**2013 MEETINGS REMINDER**

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**VILLAGE BOARDS & COMMISSIONS**

Board of Police Commissioners	As Needed
Cool Villages Commission	TBD
Commercial Revitalization Committee	As Needed
Municipal Code Subcommittee	As Needed
Plan Commission	3 <sup>rd</sup> Wednesday (as needed)
Police Pension Fund	As Needed
Public Works Garage Committee	As Needed
Traffic, Safety & Engineering	2 <sup>nd</sup> Wednesday (as needed)
Youth Commission	Monday Night Preceding 2nd Tuesday*
Zoning Board of Appeals	3 <sup>rd</sup> Tuesday (as needed)

*\*Will meet monthly unless cancelled*

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

## **Items of Interest**

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

**2012 Tree Lighting & Chili Cook-Off**  
**Memorial Park & Village Market**

**Friday, December 7<sup>th</sup>**  
**6:30 p.m. – 9:00 p.m.**

**Holiday in the Park**  
**Community Park District Recreation Center**

**Saturday, December 15<sup>th</sup>**  
**1:00 p.m. – 4:00 p.m.**

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**2012 MEETINGS REMINDER**

November 27, 2012	Village Board Meeting	7:30 p.m.	Village Hall
December 11, 2012	Work Session Meeting	7:30 p.m.	Village Hall