

PRESIDENT
Dr. James L. Discipio

VILLAGE MANAGER
Julia A. Cedillo

VILLAGE CLERK
Amanda G. Seidel



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

VILLAGE BOARD WORK SESSION MEETING

Tuesday, JUNE 10, 2014 – 7:30 P.M.

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Public Participation (agenda and non-agenda related)**
5. **Administrative Committee Items**
 - A. Discussion & Action – Electrical Power Aggregation Renewal: *Motion to Approve an Ordinance Authorizing Renewal of Aggregation Program for Electrical Load*
 - B. Discussion & Action - Collective Bargaining Agreement – Fraternal Order of Police (FOP) – Patrol Officers: *Motion Move to approve a Resolution Adopting and Authorizing Execution of, Collective Bargaining Agreement between the Illinois Fraternal Order of Police Labor Council and the Village of La Grange Park*
6. **Engineering & Capital Projects Committee Items**
 - A. Discussion – Modifications to Floodplain and Storm Water Management Ordinance: *Motion to Approve an Ordinance Amending Chapter 154: Floodplain and Storm Water Management, of Title XV of the La Grange Park Municipal Code as Amended*
7. **Public Safety Committee Items**
 - A. Discussion – Revised ILEAS Intergovernmental Agreement: *Motion to Authorize the Village President to Execute the New Agreement and that the Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation*
 - B. Discussion & Action – West Suburban Public Safety Dispatch Consolidation Study – Design Phase: *Motion to Approve a Resolution Authorizing the Village of La Grange Park, in Concert with the Village of La Grange and the Village of Western Springs, to Proceed with the Design Phase of a Consolidated Dispatch Center*

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

AGENDA (continued – Page 2)

8. Public Works Committee Items

- A. Discussion & Action – 2014 Concrete Restoration Program: *Motion to Award a Contract to Schroeder & Schroeder in the amount not to exceed \$30,000 for completion of sidewalk removal and restoration and other concrete work to be performed in the Village of La Grange Park*
- B. Discussion & Action – School District 102- Fiber Optics Installation Between Ogden & Park Schools (Utility Easement Agreement): *Motion Approving Execution of the Utility Easement Agreement between the Village of La Grange Park and School District 102 by the Village Manager*
- C. Discussion & Action - Ogden Avenue Water Main Improvements: *Motion to Accept the Lowest Bid from Suburban General Construction in the Amount of \$393,840.00, and Authorize the Village President to Execute the Necessary Contract Documents.*
- D. Discussion & Action – Brainard Avenue: *Motion to Approve the Submittal of an Application for Surface Transportation Program Grant Funds for the Brainard Avenue Pavement Project*

9. Finance Committee Items:

- A. Discussion – 2006 Sewer Bond Refinancing: *Motion to Direct Staff to Work with the Finance Committee to Provide the Village Board with a Recommendation for Engaging a Financial Advisor to Analyze and Potentially Refund the 2006 General Obligation Bonds*

10. Other Reports:

- A. Village Manager
Discussion & Action – Proposal for Professional Recruitment Services for Police Chief Position: *Motion to Accept a Proposal for Professional Services by GovHR USA, dated May 22, 2014, for the recruitment of a new police chief, in an amount not to exceed \$15,250, and authorize the Village Manager to execute same*
- B. Village President
- C. Village Clerk
- D. Committee

11. New Business

- 12. Executive Session** – *Motion to move into Executive Session for purpose of discussing (1) personnel in accordance with 5 ILCS 120/2 (c)(1), and (2) the selection of a person to fill a Village Commission/Committee according to 5 ILCS 120/2 (c)(3)*

13. Adjourn



RULES FOR PUBLIC COMMENT

Village Board Work Session Meetings Village Board Meetings

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

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

Administration Committee

Robert Lautner, Chair
Michael Sheehan
Mario Fotino

Village Board Agenda Memo

Date: June 10, 2014

To: Village President and Board of Trustees

From: Emily Rodman, Assistant Village Manager *ER*
Julia Cedillo, Village Manager *JC*

RE: **Electrical Power Aggregation Renewal**

GENERAL BACKGROUND

Pursuant to the Illinois Power Agency Act, 20 ILCS 3855/1-92, municipal governments are authorized to aggregate the electric loads of small commercial and retail customers located within their corporate boundaries, to then solicit bids, select a retail electric supplier, and enter into a service agreement to facilitate the purchase of electricity on behalf of its residents and small businesses. The statute is a part of the state's electric deregulation efforts which allow customers access to competitive retail electric markets.

In accordance with that law, the Village of La Grange Park entered into a contract with First Energy Solutions on July 6, 2012 to serve as the Village's electrical supplier and to provide electrical supply at a rate of 4.93 cents per kilowatt hour. The term of the initial contract runs from September 1, 2012 through August 31, 2014. Approximately 4,200 residences and small businesses initially enrolled in the program and through April of this year, have realized an aggregate savings of over \$975,000.

Due to the pending expiration of the contract, the Village must decide if it would like to continue with electrical aggregation. Electrical prices have continued on a strong upward trend since the beginning of the year and it's likely the Village will not see the savings we have under the current contract. Nonetheless, staff believes it is worthwhile to seek bids from electrical suppliers so the Village Board can determine if there is a benefit to residents to continue with the aggregation program.

Should the Village Board desire to seek bids for electrical supply, staff would work with our consultant, NIMEC, to solicit bids from electrical suppliers and bring those bids forward to the Village Board at the June 24th Village Board Meeting for consideration. Since bids are typically only good for 24 hours, the Village Board would need to make a decision on the 24th whether or not enter into a new contract with the low bidder.

Attached to this memo is additional information on electrical aggregation.

ACTION / MOTION

This item is for both discussion and action item this evening.

Motion to Approve an Ordinance Authorizing Renewal of Aggregation Program for Electrical Load.

RECOMMENDATION

Staff recommends that the Village Board approve the attached Ordinance.

DOCUMENTATION

- Ordinance Authorizing Renewal of Aggregation Program for Electrical Load
- Electrical Aggregation Renewal Timeline
- Email from Sharon Durling (NIMEC) Regarding Electrical Aggregation Background
- Municipal Aggregation: Chapter Two (Summary provided by NIMEC)
- Village of La Grange Park Electric Aggregation Program Report

ORDINANCE NO. 989

**ORDINANCE AUTHORIZING RENEWAL OF
AGGREGATION PROGRAM FOR ELECTRICAL LOAD**

WHEREAS, Under Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-1, et seq., (the "Act") a municipality may operate an electric aggregation program as an opt-out program for residential and small commercial retail customers, if a referendum is passed by a majority vote of the residents pursuant to the requirements under the Act; and

WHEREAS, the Village of La Grange Park, Illinois ("Village") submitted the question to referendum in the March 20, 2012 election and a majority of the electors voting on the question voted in the affirmative; and

WHEREAS, the Village subsequently implemented its initial opt-out aggregation program in 2012 with the term of the supplier agreement to end based on scheduled final meter read dates in September 2014; and

WHEREAS over 4,200 residences and small businesses were originally enrolled in the program, and the aggregate savings for program through February 2014 have totaled \$228/household and \$927,000 throughout the entire community; and

WHEREAS, the Corporate Authorities hereby find that it is in the best interest of the Village to continue to operate the aggregation program under the Act as an opt-out program and to enter into an additional contract with a supplier pursuant to the terms of the Act. However, the final decision will be based upon market pricing and the Village retains the option of suspending the program and returning all participants back to Commonwealth Edison.

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

SECTION 1: That the Preamble of this Ordinance is declared to be true and correct and is incorporated by reference herein.

SECTION 2:

- A. Pursuant to Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-1, et seq., (the "Act") the Corporate Authorities of the Village are hereby authorized to aggregate, in accordance with the terms of the Act, residential and small commercial retail electrical loads located within the corporate limits of the Village, and for that purpose may solicit bids and enter into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment.
- B. The Aggregation Program for the Village shall continue to operate as an opt-out program for residential and small commercial retail customers.
- C. As an opt-out program, the Corporate Authorities of the Village shall fully inform residential and small commercial retail customers in advance that they have the right to opt-out of the Aggregation Program before the resident or commercial account is renewed. The disclosure and information provided to the customers shall comply with the requirements of the Act.
- D. The Village will again engage NIMEC, who managed the initial aggregation. NIMEC will solicit bids from multiple suppliers and consult with the Village in our decision to select the supplier that best meets our needs. NIMEC will also assist with the conversion process, and provide assistance to residents with questions.

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

PASSED THIS 4th DAY OF JUNE, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

Village Clerk

APPROVED THIS 4th DAY OF JUNE, 2014.

Village President

ATTEST:

Village Clerk

Electrical Aggregation Renewal Timeline

June 10	Village Board passes ordinance approving seeking bids to renew aggregation program
June 24	Village Board receives competitive bids from suppliers and accepts or rejects bids; if a bid is accepted,
June 25	Village Manager executes contract
July 9 – August 6	Opt-out notices sent by supplier to residents
August 20	Opt-out deadline for residents
September 1	Power flow switches to new supplier

Emily Rodman

From: Sharon Durling [mailto:sdurling@nimec.net]
Sent: Tuesday, June 03, 2014 10:07 AM
To: Emily Rodman
Subject: Fwd: Aggregation Timeline + background for Board

Hello Emily,

Following is a summary that may be helpful in information your Board of the current market / trends:

ComEd rate

ComEd recently released their annual rates, effective June 1, 2014. ComEd publishes a Summer rate (June – September) and a Non-Summer rate (October – May). The Non-Summer rate is indicative only, and will be established in the Fall. (Because communities are moving back to ComEd, they will need to seek more power, and prices are rising, so I expect the re-priced fall rate could actually rise.)

In addition to the Energy rate (which includes Transmission), residents who buy their power from ComEd also pay a Purchased Electricity Charge (PEA). The PEA is a monthly charge that fluctuates each month. In the past 36 months, that has averaged 0.33 cents/kWh. No supplier ever charges a PEA fee.

<i>ComEd rate (¢/kWh)</i>	<i>Supply + transmission</i>	<i>PEA fee</i>	<i>Effective rate</i>
Summer	7.60¢	0.33¢	7.93¢
Non-Summer*	7.42¢*	0.33¢	7.75¢*

*to be reset in the Fall

Price Quotes

Generally, when we present our rate quotes, the price is the rate the residents would pay for the entire term.

Exceptions: Homefield and Verde quote three-year rates with a step-down to a lower price in the last year. Prices are quoted for a 24 month term, followed by a lower rate for the last 12 months of the term. The “average” rate is what the resident would pay if they were on that pricing for the entire 36 months.

Escape Clause

ComEd re-sets their rates twice a year. *What happens if the ComEd rate is set below your contracted rate?* All suppliers have eliminated all early termination fees. So any resident can leave your aggregation at any time with no penalty, no fee, no charge.

Only one supplier, FirstEnergy will offer an “escape clause” to the municipality. In the event that the ComEd rate was set below your contracted rate, FirstEnergy enables the municipality to return all residents to the lower ComEd rate unilaterally, with no resident involvement. This insures that your rate would never be higher than the ComEd rate.

Summary

During Phase One of municipal aggregation, the driving force was to help residents save money on ComEd bills. And that was very successful. The average participating La Grange Park Grove household saved **\$235** in the first 18 months of the 24-month program (In same period, Village-wide cumulative savings was over **\$950,000**). Actual savings numbers will increase in the summer of 2014 as the La Grange Park rate of 4.93 versus the ComEd rate of 7.93 will save participating residents 38% on their summer power supply. This program has also provided 50% Renewable Energy Credits. That is, 50% of all electricity consumed in the Village's program has been supported by "green" renewable energy sources such as large hydro, solar, wind sources, reducing carbon footprint.

Price quotes are now coming in very close to the ComEd rate. The days of double digit savings are behind us for awhile. We are now in Phase Two of deregulation / aggregation, and there are two benefits to consider when evaluating your bids.

- ***Easy to understand benchmark:*** The ComEd rate consists of three individual billing items (two are re-set twice a year, and the other varies every month). As such few residents know what their ComEd rate is. An aggregation program offers an easy to understand rate, against which residents can easily compare other offers. The program has had great success in raising residents' knowledge about customer choice that was enabled by the Illinois Legislature over a decade ago.
- ***Maximum flexibility:*** Should you suspend your aggregation program for a year, residents will be required to stay on the ComEd rate for 12 months, and are locked-in without the ability to shop or switch suppliers (after a 60 day window). With an aggregation program, residents are free to come and go with no restrictions or charges.

In short, aggregation offers an easy-to-understand benchmark, and the resident has the most flexibility to choose any alternative supplier at any time.

Kind regards,
Sharon Durling

NIMEC: Northern Illinois Municipal Electric Collaborative
www.nimec.net
847-607-1804

Municipal Aggregation: Chapter Two

Municipal Aggregation (MA) has lived up to all expectations. Over 640 Illinois municipalities have initiated MA programs for their residents. Through the end of February 2014, the average household in the Village of La Grange Park has saved \$228 due to lower rates achieved by MA. The collective savings achieved for the Village totals \$927,000 to date – achieved with no service interruption and little (if any) effort by your residents.

2014 is ushering in new developments to MA:

- **First, the margin between market rates as contracted through MA and Commonwealth Edison has narrowed. ComEd's rates were higher than market rates for several years, due to a 2007 decision to lock in fixed rates. The 2008 recession combined with collapsing natural gas prices put enormous downward pressure on electricity prices. With many of ComEd's fixed rate contracts maturing in 2013, ComEd's rates have since fallen closer to market rates achieved through MA.**
- **The second change: long-term power rates are normally higher than short-term rates. However, that currently is not the case. Regulated transmission charges will increase for the next two years, but drop in the third year. As such, we have seen MA rates for 36 months lower than 12- and 24-month terms.**

To protect a municipality from locking in rates above ComEd's, NIMEC bids contain an "escape clause." Should the ComEd rate be set below the MA rate, the municipality has the option of suspending the program, returning residents to the lower ComEd rate. Currently, only one or two suppliers (it changes from bid-to-bid) will agree to the escape clause. Many communities are now accepting bids without it, as the individual escape clause – the ability to leave the program at any time, for no early termination fee – always remains in place.

- **Previously, the ComEd rate was fixed for 12 months. Unfortunately, the ComEd rate is now a "moving target," making comparison more difficult. The ComEd rate historically has been set once annually for the "Energy Year" June through May. The ICC has recently approved ComEd's request to re-set the rate in the fall, depending upon market conditions.**

Further complicating the ComEd rate is a monthly “true-up,” adjustment based upon actual usage. ComEd buys power in large blocks, based upon historical usage projections. Actual usage varies. The difference is charged to ComEd customers (who buy their power from ComEd) in a line item called the Purchased Electricity Adjustment (PEA). MA enrollees do not pay this charge. The PEA can change each month, and is limited to a ½¢ charge. In 27 of the last 33 months, the PEA has been a ½¢ charge.

Going forward, we recommend MA programs be renewed with these considerations in mind:

- NIMEC will monitor the program’s rates each month relative to the variable ComEd rate. As long as each 12-month rolling period achieves savings, the program will be continued. In the event the ComEd rate is set below the MA rate, or the rolling 12-month period’s savings turn negative, the municipality can suspend the program and return all ratepayers to ComEd.
- With no early termination fees, residents are free to leave the program at any time, should a more attractive offer be found. Should a MA program be suspended, residents have two months to move to another supplier. If not, they are then locked into ComEd for the remaining ten months.
- MA programs offer a fixed rate over the term of the contract. This provides the ratepayer with rate stability, compared to ComEd’s fluctuating rate. MA fixed rates are easier to budget.



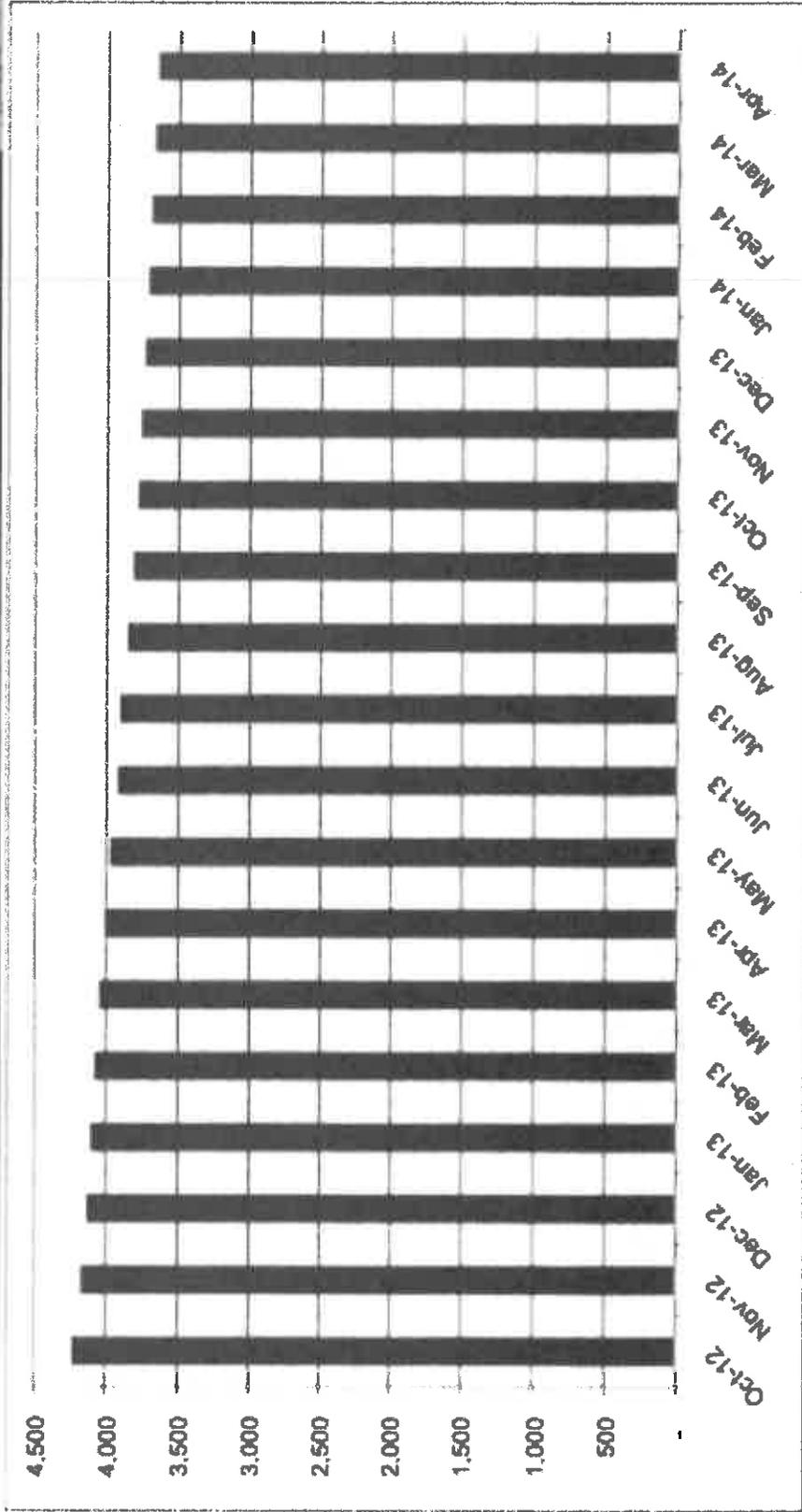
The cover image features a dark, horizontal band with white text. Above and below this band are grayscale photographs of high-voltage electrical transmission towers and power lines stretching across a landscape.

Electric Aggregation Program Report

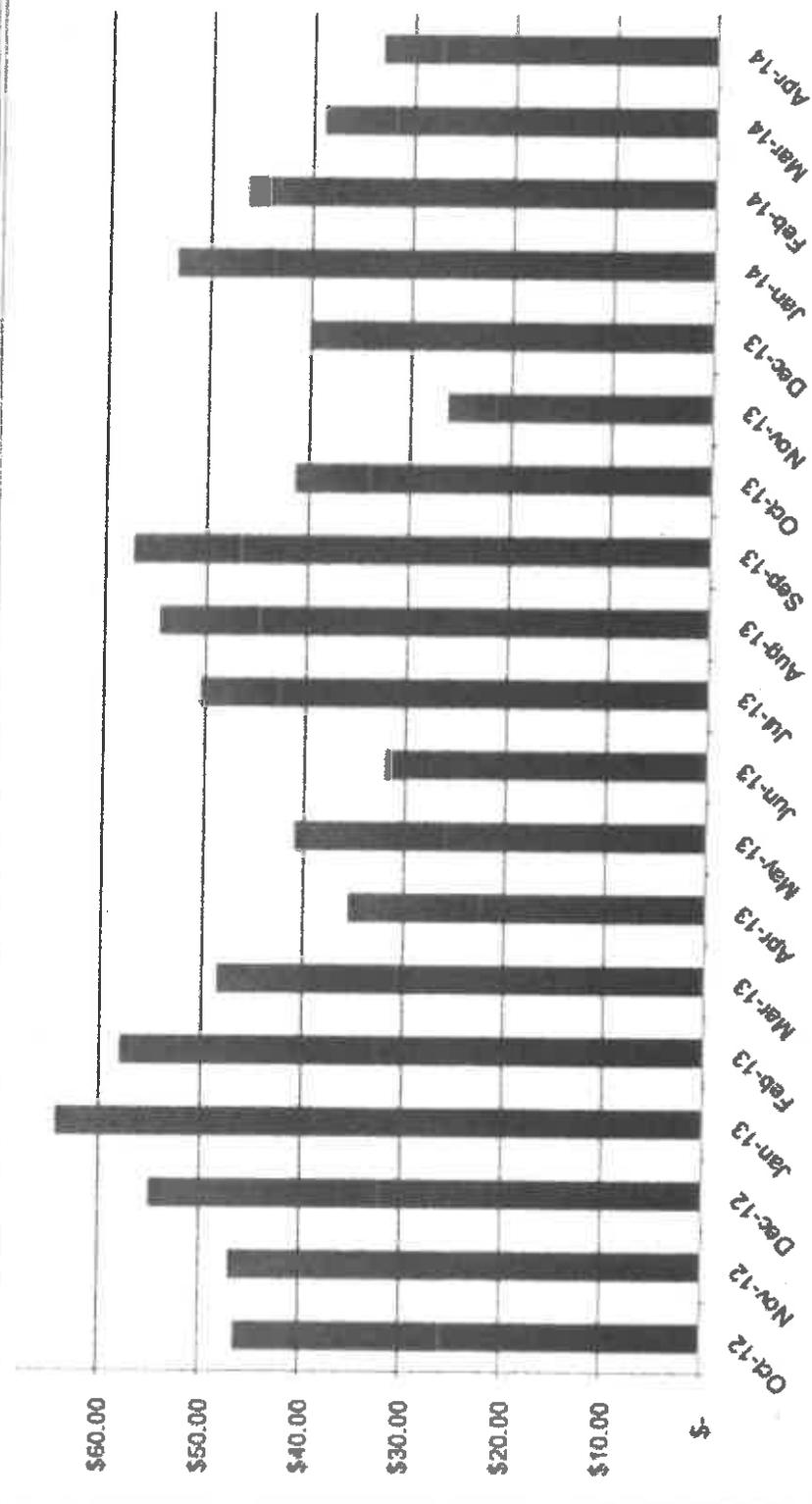
Village of La Grange Park

NIMEC
NON-UTILITY ENERGY MANAGEMENT
CORPORATION

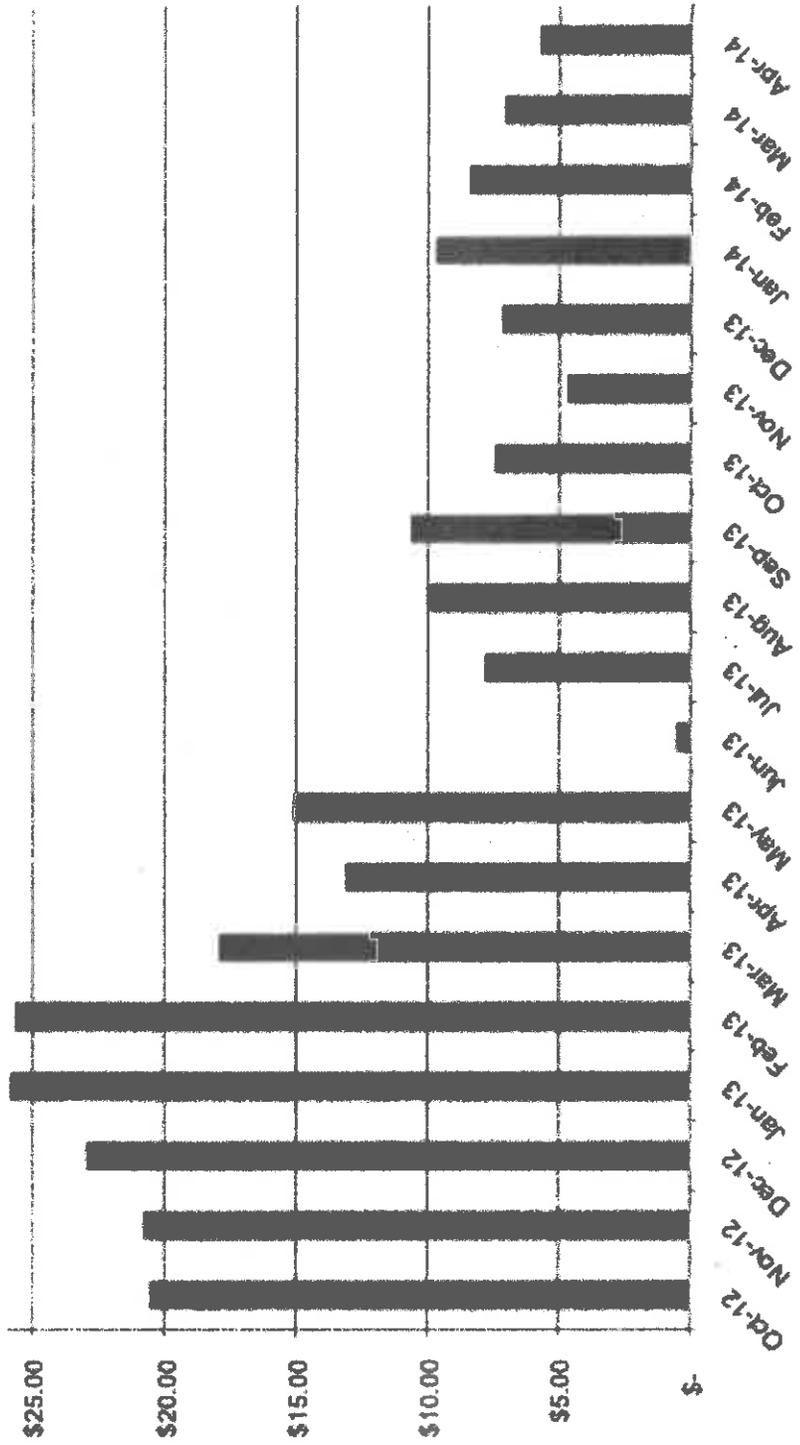
Households Enrolled



Average Account Monthly Spend (blue) vs. Savings (red)



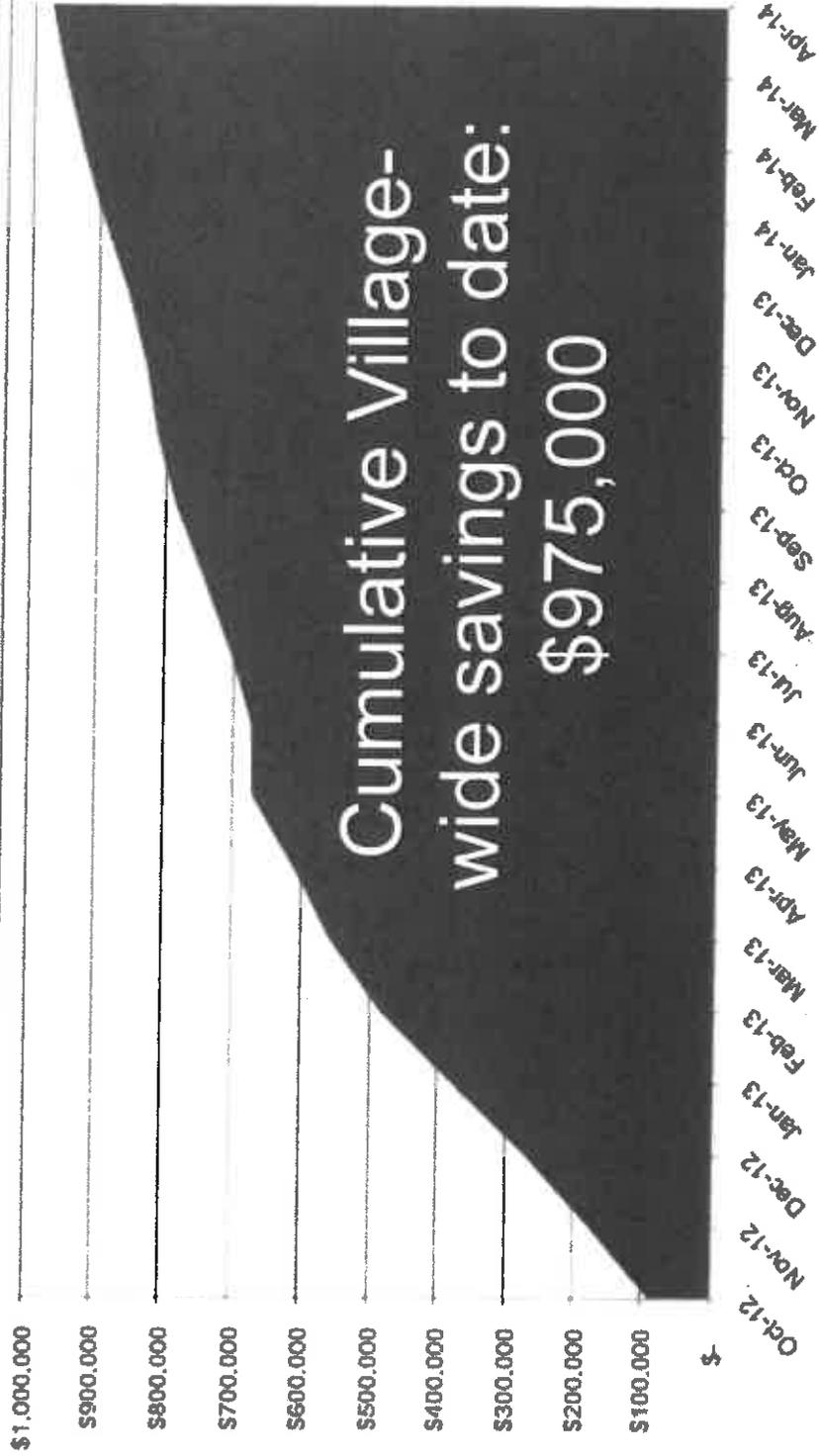
Average Household Savings to Date: \$241



NIMEC

Northwest Energy Efficiency Council
1000 1st Street, NW
Seattle, WA 98101
206.465.1100
www.nimec.org

Community Savings:



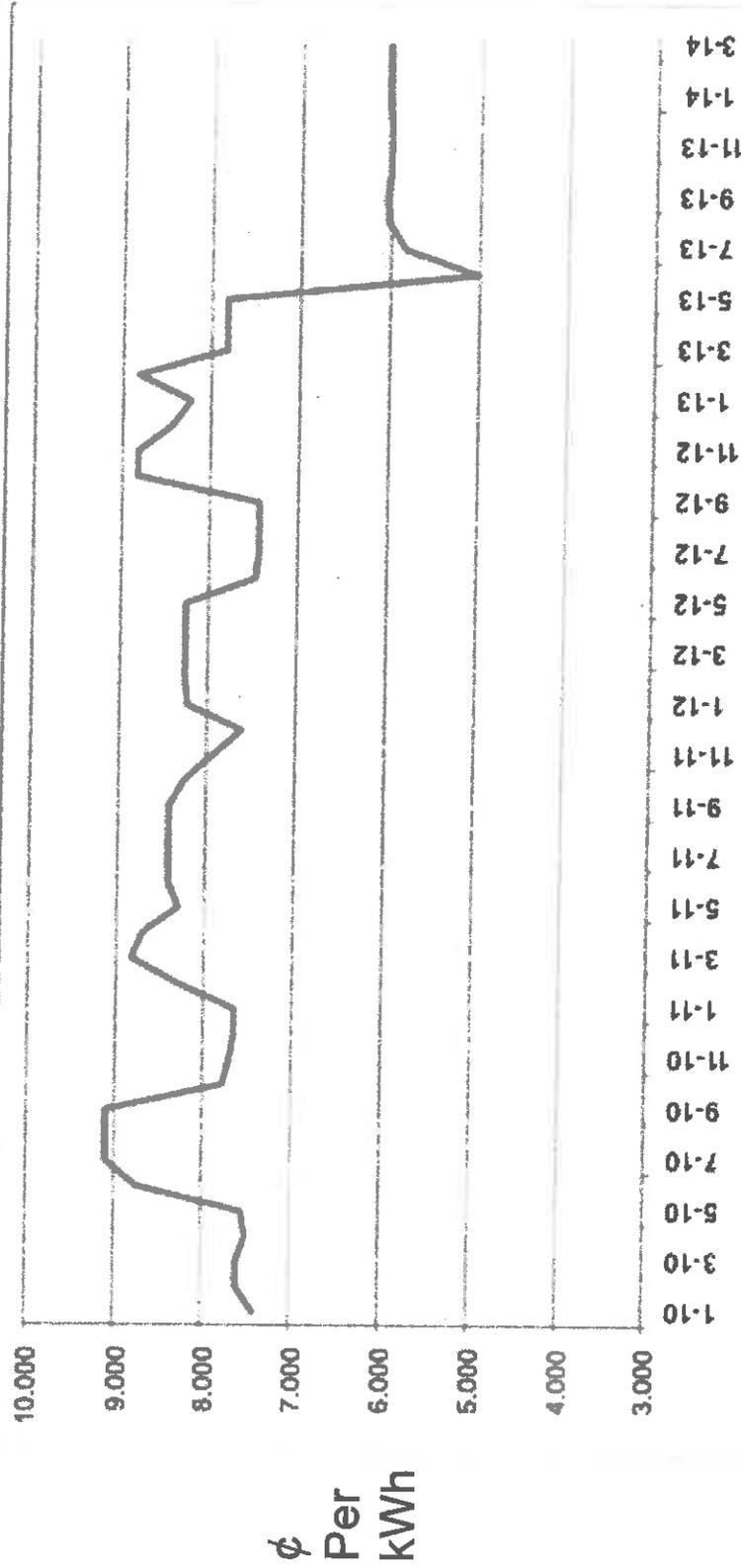


La Grange Park Aggregation Program

- Fixed 4.930¢ per kWh
(vs current ComEd rate 7.596¢)
- Term through September 2014
- No early termination fee
- 50% Renewable Energy Certificates
- Residents may still enroll by calling
FirstEnergy: 888-651-5200

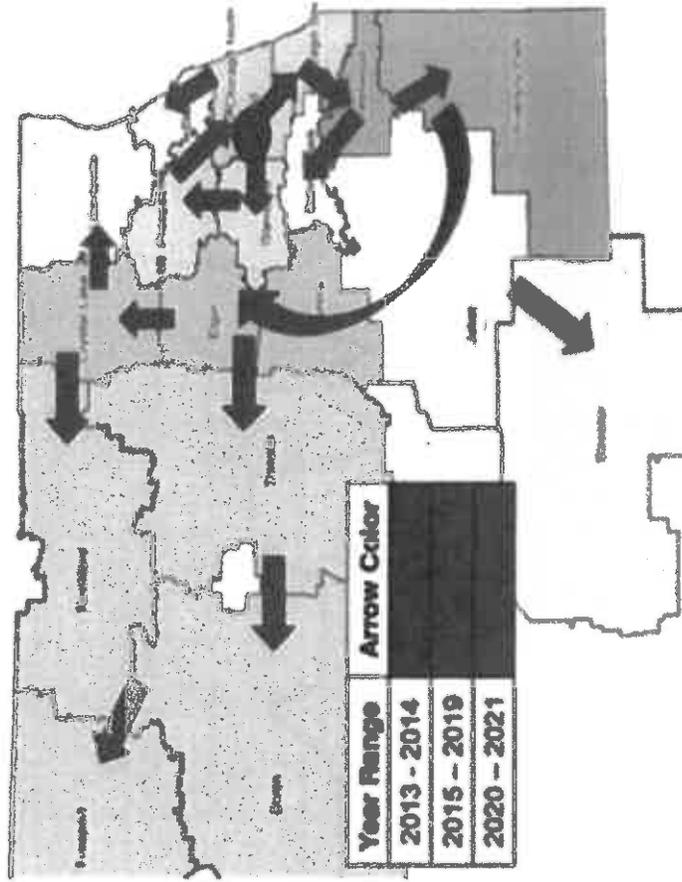
NIMEC
NATIONAL INDEPENDENT
MARKETING EXCHANGE
SERVING THE NEEDS OF THE ENERGY MARKET

ComEd Price to Compare January 2010 to March 2014



Smart Meter Deployment Completed in 2013

2013	Broadfield, Hanwood Heights, La Grange Park, Norridge, North Riverside, River Grove, Riverdale, Schiller Park
2013-2014	Forest Park
2014	Westchester
2015	Carol Stream, Elmhurst, Glen Ellyn, Glendale Heights, Itasca, Lombard, Villa Park, Warrenville, West Chicago, Wood Dale
2015-2016	Serrington, Deer Park, Fox River Grove, Inverness, Lake Barrington, Mount Prospect, Palatine Township, South Barrington
2015-2016	Manover Township
2015-2020	Lake Zurich
2016-2017	Oak Forest, Orland Park, Orland Township, Palos Heights, Palos Hills, Palos Park, South Holland, Tinley Park
2017	Arona Park, Bonfield, Bourbonnais, Bradley, Chicago Heights, Clarendon Hills, Countryside, Danen, Flossmoor, Glenwood, Grant Park, Herscher, Hinsdale, Justice, Kankakee, Kankakee County, Lansing, Lake, Marlene, Mokeno, Olympia Fields, Park Forest, Sammons Point, South Chicago Heights, St Anne, Sun River Terrace, Thornton
2017-2018	Great Hill, Hoffman Estates, Manhattan, Mohanis, Morris, New Lenexa
2018	Elburn, Gibbers, Hanover Park, Montgomery, North Aurora, Oswego, Pingree Grove, South Elgin, Sugar Grove, West Dundee, Yorkville
2018-2019	Cary, Crystal Lake, Island Lake, Morton Grove, Prairie Grove
2018-2021	Wampshire
2019-2020	Fox Lake, Gurnee, Hanifhorn Woods, Libertyville, Mundelein, North Chicago, Round Lake Beach, Round Lake Park, Warren Township, Zion
2020-2021	Belvidere, Belvidere Township, Harvard
2021	Dwight, Essex, Redbick, Sycamore



ComEd.
For Further Information

NIMEC
Not a Utility Company
 1000 N. Dearborn Street, Suite 1000, Chicago, IL 60610
 312.462.1000 | www.nimec.com

Village Board Agenda Memo

Date: June 3, 2014
To: Village President and Board of Trustees
From: Julia Cedillo, Village Manager
RE: **Collective Bargaining Agreement – Fraternal Order of Police (FOP) – Patrol Officers**

GENERAL BACKGROUND

The three-year Collective Bargaining Agreement between the Village of La Grange Park and the Illinois Fraternal Order of Police (FOP) Labor Council expired on April 30, 2014. The FOP represents the patrol officers in the La Grange Park Police Department.

Following the expiration of the agreement, the Village has had discussions with the FOP on the terms of the successor Collective Bargaining Agreement. The Village Board has previously considered a one year extension of the existing agreement (May 1, 2014 – April 30, 2015), where all of its terms, with the exception of wages, remain the same. The one year agreement includes a 2.25% increase to patrol officer wages.

The membership of the Illinois Fraternal Order of Police (FOP) Labor Council has ratified the tentatively agreed upon collective bargaining agreement. The Village's labor attorney Tim Guare has prepared a final document for execution following the June 10th Village Board Work Session. The conditions of the final draft of the Collective Bargaining Agreement are consistent with the Board's previous review. It is now appropriate for the Board to approve and authorize the execution of the Agreement.

MOTION/ACTION REQUESTED

Motion: Move to approve a Resolution Adopting, and Authorizing Execution of, Collective Bargaining Agreement between the Illinois Fraternal Order of Police Labor Council and the Village of La Grange Park.

STAFF RECOMMENDATION

It is recommended that the Collective Bargaining Agreement be approved.

DOCUMENTATION

- Resolution Authorizing Execution of Collective Bargaining Agreement between the Illinois Fraternal Order of Police Labor Council and the Village of La Grange Park.
- Collective Bargaining Agreement, FOP, May 1, 2014 – April 30, 2015

RESOLUTION NO. 14-15

RESOLUTION ADOPTING AND AUTHORIZING EXECUTION OF COLLECTIVE BARGAINING AGREEMENT BETWEEN THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL AND THE VILLAGE OF LA GRANGE PARK

WHEREAS, the full-time sworn police officers of the Village of La Grange Park are members of the Illinois Fraternal Order of Police Labor Council; and

WHEREAS, on May 22, 2014, the Village and the Illinois Fraternal Order of Police were able to agree to contract terms on a new collective bargaining agreement; and

WHEREAS, the bargaining unit members from the La Grange Park Police Department ratified the agreement on June 1, 2014; and

WHEREAS, the Village Board of the Village of La Grange Park agree to authorize execution of the Collective Bargaining Agreement between the Village of La Grange Park and the Illinois Fraternal Order of Police Labor Council covering the period of May 1, 2014 through April 30, 2015;

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 "Collective Bargaining Agreement between the Illinois Fraternal Order of Police Labor Council and the Village of La Grange Park," in substantially the same form as attached.
2. That the Village President, Village Clerk, and Village Manager are authorized to execute said Collective Bargaining Agreement upon receipt of the final Agreement document being fully executed by the Illinois Fraternal Order of Police Labor Council.
3. The Village Manager is authorized and directed to take such further actions as he/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 10th day of June, 2014.

YES: _____

NOS: _____

ABSENT: _____

Approved this 10th day of June 2014.

Dr. James L. Discipio, Village President

ATTEST: _____
Amanda Seidel, Village Clerk

AGREEMENT

BETWEEN

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

AND

VILLAGE OF LAGRANGE PARK

May 1, 2014 – April 30, 2015

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VILLAGE OF LAGRANGE PARK

Preamble

This collective bargaining agreement is entered into by and between the VILLAGE OF LAGRANGE PARK and its Police Department hereinafter referred to as the ("Employer" or "Village") and ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, (hereinafter referred to as the " Council") on behalf of Officers in the collective bargaining unit set forth in Article II hereof.

ARTICLE I - RECOGNITION

Section 1 -Representative Unit

The Employer recognizes the Council as the sole and exclusive representative for all sworn Police Officers of the Employer in the job classification Police Officer and excluding all sworn Police Officers above the rank of Police Officer, and all supervisors, managers, confidential employees and all civilian employees.

Section 2 -Dues Checkoff

With respect to any employee from whom the Employer receives individual written authorization, signed by the employee, in a form agreed upon by the Council and the Employer, the Employer shall deduct from the wages of the employee the dues required as a condition of membership in the Council, and shall forward such amount to the Council within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Council.

Section 3 -Fair Share

Employees under job classifications listed in Article I, Section 1, are not required to join the Council as a condition of employment but such employees shall, during the term of this Agreement, pay a service fee in the appropriate amount of the Council dues for one (1) Council

employee per month for the purpose of administering the provisions of this Agreement. The Council shall certify such amount and otherwise comply with 5 ILCS 315/6 of the Illinois Compiled Statutes in regard to this.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Council. If the affected non-member and the Council are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Board and the payment shall be made to said organization.

Section 4 -Indemnification

The Council shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with any provisions of this Article. If an incorrect deduction is made, the Council shall refund any such amount directly to the involved employee.

ARTICLE II - PROBATIONARY PERIOD

The length of the probationary period is eighteen (18) months from date of hire. A probationary employee shall be entitled to all benefits provided for in this Agreement except that any discipline and termination shall not be subject to the grievance procedure set forth in this Agreement.

ARTICLE III - MANAGEMENT RIGHTS

Except as specifically limited by the express written provisions of this Agreement, the Employer retains all traditional rights to manage and direct the affairs of the Employer in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, the purpose,

composition and function of each department and subdivisions, the services and missions of the Employer; to supervise and direct the working forces; to establish the qualifications for employment, including examination and testing; hire, classify, select, promote, to maintain a capable and efficient police force; to establish specialty positions and select personnel to fill them; to establish work and productivity standards from time-to-time to change those standards; to establish and assign work schedules, determine the starting and quitting times and the number of hours to be worked and assign work and assign overtime; to determine the location, methods, means organization and number of personnel by which such operations and services shall be conducted, including the right to determine whether services or goods are to be made or purchased and to increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve officers from duties because of lack of work or funds or other proper reasons; to make, delete, alter and enforce reasonable rules, regulations, orders, policies and procedures; to transfer, assign, and evaluate employees; to require the physical and mental fitness of employees; to suspend, demote, discharge or take other disciplinary action against officers for just cause and to terminate any probationary officer with or without cause; to change or eliminate existing methods, equipment or facilities or introduce new ones; to contract out when necessary in the exercise of its powers and duties; to determine training needs and assign employees to training; to establish, modify, combine or abolish job positions and classifications and to select personnel for such positions; to determine work hours (shift hours); to establish, implement and maintain an effective internal investigation program; to take any and all actions as may be necessary to carry out the mission of the Employer and the Police Department in the event of civil emergency, riots, civil disorders, tornado conditions, floods, etc.

as may be declared by the Village Board President, the Village Manager, Police Chief or their authorized designees; and to generally carry out the mission of the Village.

Inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement, shall remain vested exclusively with the Employer.

ARTICLE IV - ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties. This Agreement supersedes and cancels all prior practices and agreements whether written or oral which conflict with the express terms of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the parties waive the right to negotiate on any issue whether known or unknown and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Before making any changes in working conditions not contained in this Agreement which are mandatory topics of bargaining under State law, the Employer shall notify the Council no later than five (5) days after deciding to enact a change. Upon such notification, and if requested by the Council, the Employer shall meet with the Council and discuss such change(s) prior to final implementation. Changes in working conditions fully implemented without such notice shall be considered temporary pending the completion of such discussions. The parties do not intend by such discussions to require decisional collective bargaining over the issue(s) raised; provided, however, that the parties agree to engage in impact bargaining if timely requested by the Council.

ARTICLE V - CONTINUITY OF OPERATION

Section 1 -No Strike

Neither the Council nor any officer, member of the Council, or officer covered by this Agreement, will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, sympathy strike, secondary boycott, slowdown, speed-up, sit down, concerted refusal to perform overtime, concerted abnormal and unapproved enforcement procedures or policies, or mass resignation, mass absenteeism or picketing which causes any work stoppage or any concerted refusal to perform duties by any officer or officer group. No officer covered by this Agreement shall refuse to cross any picket line, by whomever established while on duty or in the course of performing their job duties.

Section 2 -Council's Responsibility

Should any activity prescribed in Section 1 of this Article occur, which the Council has or has not sanctioned, the Council shall immediately:

- A. Publicly disavow such action by the employees or other persons involved;
- B. Advise the employer in writing that such action has not been caused or sanctioned by the Council;
- C. Notify the employees stating that it disapproves of such action instructing all employees to cease such action and return to work immediately;
- D. Take such others steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end.

Section 3 -Discharge of Violators

The Employer shall have the right to file charges seeking discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event,

the employee or employees, or the Council in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

Section 4 -No Lockout

The Employer agrees that it will not lockout its employees during the term of this Agreement or any extension thereof.

Section 5 -Reservation of Rights

In the event of any violation of this Article by the Council or the Employer, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance provided in this Agreement be first exhausted.

ARTICLE VI - BILL OF RIGHTS

The Employer and the Council agree to include the Uniform Peace Officers' Disciplinary Act, as amended from time to time, as an Addendum to the collective bargaining agreement. A Union representative may be present during an investigatory interview, upon request made by an employee, in cases where the employee reasonably believes the information gained from the investigatory interview may result in the imposition of discipline against the officer. This Article shall not be interpreted as a waiver of any other statutory rights that an employee may have under state or federal law.

ARTICLE VII - EMPLOYEE RIGHTS

Section 1 -Personal Assets

No Employee shall be required or requested to disclose to the Employer any item of his property, income, assets, source of income or assets, debts or personal or domestic expenditures

(including those of any member of his family or household) unless such information is necessary in an internal investigation.

Section 2 -Release of Information

No photograph or personal information about an Employee will be disclosed by the Employer to the media or general public at any time during the term of this Agreement, unless the Employee approves of such disclosure in advance of it's release. Such disclosures will also include an Employee's home address and home telephone number.

Section 3 -Replacement of Personal Property

The Employer agrees to repair or replace corrective lenses, prescription sun glasses or wrist watch when same is damaged or destroyed as a result of the Employee's performance of duty which required the use or exertion of physical force. Such claims shall be documented by the Employee to the reasonable satisfaction of the Employee's supervisor and shall be limited to \$300.00 per officer, per year, beginning on the date of first reported occurrence.

ARTICLE VIII - PERSONNEL FILES

Employees shall be entitled to inspect their personnel files in accordance with the provisions of Public Act 85-1343.

ARTICLE IX - HOURS OF WORK AND OVERTIME

Section 1 -Purpose of Article

Nothing herein shall be construed as a guarantee of hours of work per day, per week or per work cycle, and nothing within shall preclude the Employer from restructuring the normal workday, work week, or work cycle. It is the Employer's intent that such changes will be implemented based upon the valid and legitimate operating needs of the department.

Section 2 -Work Schedules

The work period as defined by federal law for all officers shall be seven (7) consecutive days, with the first such period beginning on Monday, and ending on Sunday. All hours that an officer is in pay status shall be counted as hours worked for purposes of computing overtime.

Section 3 -Hours of Work

The hours of work shall be assigned by management. The normal work day shall be based upon three shifts, rotated equally among the officers. Each shift shall normally consist of eight hours, which includes ½ hour total for lunch as determined by the supervisor. Two coffee breaks are permitted. Each shall not exceed fifteen (15) minutes duration, duty permitting. Subject to supervisory approval, one coffee break may be taken at approximately mid-shift before lunch and the other coffee break may be taken at approximately mid-shift after lunch. Each officer is subject to call at all times during his shift, including lunch and break times. The shift schedule is currently a twenty-eight (28) day rotation.

Shift rotations shall be: 7:00 a.m. - 3:00 p.m., 3:00 p.m. - 11:00 p.m. and 11:00 p.m. - 7:00 a.m. Hours of work for all non-patrol personnel shall remain flexible and shall be arranged on an ad hoc basis by the Police Chief.

During the term of the Agreement, all officers, other than OIC's and Detectives, shall be permitted to select their shift by seniority. The Chief agrees to request that all bargaining unit members submit their first and second shift choices annually in January. After shift bids are made, the Chief shall have the right to make reasonable adjustments in order to provide appropriate experience levels on the shifts, for specialty needs, to fill in vacancies and to avoid personality conflicts.

The Chief of Police shall determine whether any other change(s) in shift rotations, shift assignments, and the normal hours of work are required. Should the Chief of Police elect to

change the shift rotation, two weeks' prior notice shall be given to the affected officers. Such notice shall be posted on the police department bulletin board. No notice is required in emergency situations, or where otherwise impractical.

A police officer working in the assigned capacity of Officer in Charge shall receive an additional 10% pay differential to his regular wage rate for the duration of this assignment.

The Employer may, for efficiency of operations, change the established work day and/or work period (increase or decrease the number of hours, roll call, reporting procedures), and revise number of hours, roll call, reporting procedures), and revise daily hours and assignments as necessary. Any change in the officer's daily assigned hours shall be preceded by twenty-four (24) hours' notice to the affected officer. No notice is required in emergency situations or where otherwise impractical.

Section 4 -Overtime Compensation

Overtime which has been duly authorized or approved shall be compensated as follows:

All hours in excess of forty (40) hours each week worked and/or compensated shall be compensated at the rate of one and one-half (1-1/2) times the regular hourly rate (hourly rate determined by dividing the annual salary by 2080).

All overtime calculations shall be rounded ahead to the nearest quarter hour. Cash payments for overtime shall accrue only after the officer has worked a minimum of eight (8) minutes of work on any day of the week beyond the officer's full regularly scheduled shift if the officer has otherwise met the forty (40) hour weekly threshold required for the commencement of payment of cash overtime.

Section 5 -Required Overtime

Pursuant to existing practices, the Chief or his designee(s) shall have the right to require overtime work, and officers may not refuse overtime assignments. In non-emergency situations,

the Chief or his designee(s), as a general rule, shall first seek volunteers for overtime assignments from the police department overtime roster in rotation. However, the police department overtime roster will not necessarily be used for work in progress. Also, specific officers may be selected for special assignments based on specific skills, ability and experience they may possess. If the overtime assignment cannot readily be filled from the police department overtime roster, then, pursuant to past practice, the Chief may assign the work to other Department personnel.

Section 6 -Call-Back

Members covered by this Agreement called back to duty after having been relieved of duty, and reporting to the Employer's premises of their normally assigned work station at a specified time, shall be paid a minimum of two (2) hours pay at 1-1/2 times their straight-time hourly rate of pay. Compensation begins when the officer reports for duty.

For purposes of this Section, "call-back" shall be defined as work occasioned by a member of the Police Department being ordered to return to duty after being in the status of off-duty. Call-backs do not include shift adjustments due to changing manpower requirements.

Section 7 -Compensatory Time

(a) Officers who are entitled to overtime pay may elect compensatory time at time and one-half (1-1/2) in lieu of overtime pay. An officer who has accrued compensatory time may make requests for time off in a minimum of ½ day increments, or less subject to the rule of reason and department operating needs. The officer shall provide 24-hour advance notice for any use of comp time, or less subject to operating needs. Such time off will be approved subject to departmental needs. Comp time in hourly increments may be approved when requested for the end of a shift subject to department operating needs. The scheduling of compensatory time off shall be within the discretion of the Police Chief or his designee in accordance with the

practices and procedures in effect on April 30, 2008; provided however, such requests to schedule compensatory time off shall not be denied or withheld arbitrarily. Compensatory time cannot be accumulated beyond eighty (80) hours.

(b) In the event that any court or administrative agency of competent jurisdiction over the Village finds that Section 7(a) above, or the Department's practices or procedures administering Section 7(a), are unlawful and/or unenforceable, the Village may declare Section 7(a) null and void, and the Department's prior compensatory time practices shall be promptly terminated, subject to the Village's obligations under Article XXV, Section 3 below to bargain over a replacement provision, and subject to interest arbitration at the demand of either party in the event that reopened bargaining over a replacement provision for Article IX, Sections 7(a) and 7(b) reaches impasse. In the event that no replacement provision is agreed to or awarded by an arbitrator, officers' comp time banks in existence as of the date of such termination shall be paid out to the affected officers as salary. The Village agrees to bargain with the Council over the timing of such payouts of accrued but unused comp time.

Section 8 -No Pyramiding

Compensation shall not be paid nor compensatory time taken more than once for the same hours under any provision of this Article or Agreement.

ARTICLE X - SENIORITY

Section 1 -Definition of Seniority

- A. Seniority shall be defined as an employee's length of full-time continuous service as a police officer in the LaGrange Park Police Department, calculated from most recent date of hire.

- B. In the event that two or more officers have the same seniority date, seniority shall be determined by the officer's placement on the Board of Police Commissioners eligibility list.
- C. Except for vacation purposes, probationary employees shall have no seniority rights. If an employee satisfactorily completes the probationary period, his/her seniority shall be the date of original employment.

Section 2 -Loss of Seniority

- A. The employee resigns or quits;
- B. The employee retires;
- C. The employee is discharged or permanently removed from the payroll, and the separation is not reversed through the appeals process;
- D. The employee does not return to work at the expiration of a leave of absence;
- E. The employee is absent for three (3) consecutive scheduled work days without authorization or notice to the Department; or
- F. The employee does not return to work when recalled from layoff.

Section 3 -Application of Seniority

Seniority shall be considered for the following:

- A. Vacation preference, provided that detectives and officers shall be treated as the same job classification for purposes of vacation selection; and
- B. Layoffs as specified in the Illinois Compiled Statutes.

Section 4 -Layoffs and Recall

Should the Employer determine that it is necessary to decrease the number of employees in the bargaining unit, it will layoff employees in the order of inverse seniority in accordance with the provisions set forth in the Illinois Compiled Statutes. Where practicable, affected

employees and the Council will be given notice of contemplated layoffs at least two (2) weeks prior to the effective date of the layoff(s).

Section 5 -Right of Recall

Laid off employees will have recall rights for a period of two (2) years.

Any Officer who has been laid off shall be placed on the appropriate reinstatement list and for up to two (2) years thereafter shall be recalled in the inverse order of layoff, provided the officer is fully qualified to perform the work to which he is recalled without further training.

Section 6 -Notice of Recall

Officers who are eligible for recall shall be given ten (10) calendar days' notice of recall, which shall be sent to the officer by certified or registered mail, return receipt requested, with a copy to the Council, provided that the officer must notify the Police Chief or his designee of his intention to return to work within five (5) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the officer, it being the obligation and responsibility of the officer to provide the Police Chief or his designee with his latest mailing address. If an officer fails to timely respond to a recall notice by return mail or in person, his name shall be removed from the recall list.

Section 7 -Seniority List

As soon as practicable after signing of this contract, the Employer will furnish the Council a list showing the name, address, job title and last hiring date of each employee in the bargaining unit, and whether the employee is entitled to seniority or not. The Employer shall post a similar list without employees' addresses. Within thirty (30) calendar days after the date of posting, an employee must notify the Employer of any alleged errors in the list or it will be considered binding on the employee and the Council from that time forth. When changes or

additions to those lists become necessary, the Employer will provide notification to the Council of such changes or additions. A revised seniority list will be posted once a year. After such posting, an employee must notify the Employer of any alleged errors within 30 days, or the information in the list shall be considered forever binding on the employee and the Council.

ARTICLE XI - HOLIDAYS

The Employer agrees to continue in effect its existing policy on Holidays which currently include ten and one-half (10½) days. Patrol officers normally scheduled to work, and detectives ordered by their supervisor to work, shall be paid two and one-half (2½) times their normal hourly rate for all hours worked on a holiday. Officers not working on a holiday will receive eight (8) hours of pay. The holiday list consists of the following: New Year's Day, Presidents' Day, Good Friday (½ day), Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve day, Christmas Day and one floating day off subject to work load. A safety day will be awarded if all Village employees receive one.

ARTICLE XII - DRUG TESTING

Section 1 -Policy

It is the policy of the Employer that the public has the reasonable right to expect persons employed by the Employer to be free from the effects of drugs and alcohol. The Employer, as the Employer, has the right to expect the Employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the Employees.

Section 2 -Prohibition

Employees shall be prohibited from:

- (a) consuming or possessing alcohol or illegal drugs (unless in accordance with duty requirements) at any time during the work day or anywhere on any Employer

premises or job sites, including all Employer buildings, properties, vehicles and the Employee's personal vehicle while engaged in Employer business:

- (b) illegally selling, purchasing or delivering any illegal drug (unless in accordance with duty requirements) during the work day or on the Employer's premises;
- (c) being under the influence of alcohol or illegal drugs during the course of the work day;
- (d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 3 -Drug and Alcohol Testing Permitted

Where the Employer has reasonable suspicion to believe that an Employee is then under the influence of alcohol or illegal drugs during the course of the work day, the Employer shall have the right to require the Employee to submit to alcohol or drug testing as set forth in this Agreement. At least two supervisory personnel, must certify their reasonable suspicions concerning the affected Employee prior to any order to submit to the testing authorized herein. The Employer may conduct lawful drug tests as it may deem appropriate for persons seeking employment as Employees prior to their date of hire.

Section 4 -Order to Submit to Testing

At the time an Employee is ordered to submit to testing authorized by this Agreement, the Employer shall provide the Employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The Employee shall be permitted to consult with a representative of the Labor Council at the time the order is given. Testing shall not be unreasonably delayed by reason of the Employee's inability to consult legal counsel or labor representatives. No questioning of the Employee shall be conducted without first affording the Employee the right to Labor Council

representation and/or legal counsel. Refusal to submit to such testing may subject the Employee to discipline, but the Employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 5 -Tests to be Conducted

In conducting the testing authorized by this Agreement, the Employer shall:

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- (b) insure that the laboratory or facility selected conforms to all NIDA standards;
- (c) establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result. No Employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (d) collect a sufficient sample of the same bodily fluid or material from an Employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the Employee;
- (e) collect samples in such a manner as to preserve the individual Employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the Employee has attempted to compromise the accuracy of the testing procedure;
- (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry

- (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) provide the Employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the Employee's own choosing, at the Employee's own expense; provided the Employee notifies the Employer within seventy-two (72) hours of receiving the results of the tests;
 - (h) require that the laboratory or hospital or facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of test administered), the Employer will not use such information in any manner or forum adverse to the Employee's interests;
 - (i) require that with regard to alcohol testing, for the purpose of determining whether the Employee is under the influence of alcohol, test results showing an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude the Employer from attempting to show that a test result below .04 demonstrates that the Employee was under the influence);
 - (j) provide each Employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results.

Section 6 -Voluntary Requests for Assistance

The Employer shall take no adverse employment action for drug or alcohol use against an Employee who on one occasion voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, prior to any request by the Employer to submit to testing in accordance with this Article, other than the Employer may require reassignment of the Employee with pay if he is then unfit for duty in his current assignment. The Employer shall make available a means by which the Employee may obtain referrals and treatment.

An Employee who on one occasion voluntarily seeks assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action for drug or alcohol use by the Employer. This is a one-time per officer provision. The foregoing is conditioned upon:

- (a) the Employee agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) the Employee discontinues his use of illegal drugs or abuse of alcohol;
- (c) the Employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve months;
- (d) the Employee agrees to submit to random testing during hours of work during this period of "after-care."
- (e) the employees use of drugs or alcohol did not contribute directly to the loss of life or injury to any person.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an Employee on active status throughout the period of rehabilitation if it is appropriately determined that the Employee's current use of alcohol or drugs prevents such individual from performing the duties of a police officer or whose continuance on active status would constitute a

direct threat to the property or safety of others. Such Employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the Employee's option, pending treatment. The foregoing shall not limit the Employer's right to discipline Employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Section 7 -Discipline

Employees who do not agree to or who do not act in accordance with the provisions of Section 12.6, or Employees who test positive for the presence of illegal drugs or alcohol during the hours of work and who have not exercised their option to request assistance on a one-time basis pursuant to Section 12.6, above, or Employees who subsequently test positive for the presence of illegal drugs or alcohol during the hours of work after having complied with the provisions of Section 12.6 shall be subject of discipline, up to and including discharge.

ARTICLE XIII - HEALTH INSURANCE

The Employer's health insurance plan in effect immediately prior to the effective date of this Agreement, or substantially similar replacement plan(s) procured by the Employer, shall remain in effect for the duration of this Agreement. During the term of this Agreement, employees shall contribute to the monthly premium for individual and/or dependent coverage in the following amounts:

<u>Beginning:</u>	<u>Rate:</u>
5/1/14	15%

The Employer shall pay the remaining monthly premium for coverage of the employee and of any eligible dependent who elects to participate under the terms of the Employer's HMO Plan or its successor HMO plan. However, the Employer may in its discretion embark on a cost containment program, which may result in future benefit and/or cost change(s) (except that

employees' premium contributions shall be as provided above), provided that the successor plan shall be substantially similar to the plan in effect immediately prior to the effective date of this Agreement. The Council will be notified before any proposed change(s) in health insurance benefits or plan(s) are implemented.

ARTICLE XIV - EMPLOYEE LIFE INSURANCE

The Employer shall continue to provide life insurance protection for each full time officer covered by this Agreement in an amount equal to one and one-half (1½) times the annual salary of the officer, plus \$6,000 to a maximum coverage of \$150,000.00.

ARTICLE XV - VACATIONS

The Employer agrees to continue in effect its existing policy on the accrual and scheduling of vacations with the following benefit levels:

<u>Years of Service</u>	<u>Hours of Vacation</u>
0 through 6	80
Over 6 through 12	120
Over 12 through 20	160
Over 20 years of service	200

Employees may request single days or partial weeks of vacation during a period when another employee is on vacation. Such requests shall not be unreasonably denied, provided that the operational needs of the Department will determine the granting of additional time off.

ARTICLE XVI - SICK AND PERSONAL LEAVE

The Employer agrees to continue in effect its existing policy on sick leave and personal leave. Sick leave is accrued at the rate of one day per month to a maximum level of one hundred twenty (120) earned days. Pursuant to Village policy, any employee retiring or voluntarily resigning in good standing (e.g., not subject to charges, or investigation of conduct which could lead to the filing of charges, seeking the employee's termination) after twenty (20) years of

service or duty-related disability is entitled to receive payment for twenty-five percent (25%) of accumulated sick leave.

The Employer will pay for the cost of medical certification in the event it requires medical certification from an officer who has been absent less than three consecutive work days.

ARTICLE XVII - BEREAVEMENT LEAVE

In the event of death in an employee's immediate family, employees will be allowed to use a maximum of three work days bereavement leave. Immediate family includes and is limited to: spouse, children, mother, father, guardian, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchild or grandparent.

In the event of the death of an employee's relative other than immediate family, employees will be allowed to use one work day of bereavement leave. These relatives are limited to: aunt, uncle, niece or nephew.

Department heads will give favorable consideration to the granting of vacation leave, leave without pay, or compensatory time off for the death of relatives or friends other than those listed above.

ARTICLE XVIII - INJURY LEAVE

Employees shall be compensated for injuries sustained while on duty in accordance with the provisions of state law.

ARTICLE XIX - PENSION PLAN

Pension benefits shall be provided pursuant to the terms of the Downstate Police Pension Plan for employees covered by this Agreement. Retirement shall occur no later than an officer's 62nd birthday.

ARTICLE XX - COURT LEAVE

Section 1 -On Duty

The Employer shall grant leave at the appropriate hourly rate of pay to any officer for the period of time he is required to appear in the course of his employment before a court, judge, justice, coroner or magistrate.

Section 2 -Off Duty

Off-Duty attendance required at field court pursuant to current department policy shall be paid at time and one-half the appropriate hourly rate for actual time worked. A three (3) hour minimum payment shall be provided each officer.

ARTICLE XXI - GRIEVANCE PROCEDURE

Section 1 -General Statement

This policy shall apply to all bargaining unit employees.

All employees shall have a right to file a grievance.

The term "employee" as used throughout this procedure shall also be understood to include any recognized employee representative or the Council.

The term "employer" as used throughout this procedure refers to the Village of LaGrange Park or its designee.

Section 2 -Purpose

To specify the method by which employees may present grievances and seek redress.

Section 3 -Definition

A grievance is a difference between an employee and/or the Labor Council and the Employer with respect to the interpretation or application of, or compliance with the terms of this Agreement between the Employer and the Council.

Section 4 -Time Limits

- A. Grievances must be presented by the employee within seven (7) calendar days from occurrence of the event giving rise to the grievance or seven (7) calendar days from the date the event should have been known to the employee, whichever occurs later.
- B. An employee's failure to file a grievance within the time period specified shall constitute a waiver of any rights to advance the grievance.

Section 5 -Procedure

- A. Step One
 - 1. The employee writes the nature of the grievance and the resolution sought on the grievance form and the specific contract provisions alleged to have been violated and presents the grievance to his/her immediate supervisor.
 - 2. Within the seven (7) calendar days after receipt, the Immediate Supervisor may meet with the employee to discuss the grievance.
 - 3. Within the seven (7) calendar days after the meeting or written response, the Immediate Supervisor answers the grievance on the grievance form and transmits the answer to the employee.
 - 4. If the answer is satisfactory, the grievance procedure is concluded at Step 1.
 - 5. If the answer is not satisfactory, the employee may, within the seven (7) calendar days after receipt, or if no answer is given, advance the grievance to Step 2.
 - 6. Failure to advance the grievance within seven (7) calendar days after the Step 1 answer is due, concludes the grievance procedure.

B. Step Two

1. Within seven (7) calendar days after receipt of the Step 1 answer, the grievance may be forwarded to the Chief of Police or his designee stating that the answer given at Step 1 is unsatisfactory.
2. The Chief of Police or his designee shall meet with the grievant within seven (7) calendar days or submit a written decision to the employee within seven (7) calendar days after the meeting.

C. Step Three

1. Within seven (7) calendar days after receipt of the Step 2 meeting or answer, the grievance may be forwarded to the Village Manager or his designee stating that the answer given at Step 2 is unsatisfactory.
2. The Village Manager or his designee will meet with the grievant within seven (7) calendar days and submit a written decision to the employee within seven (7) calendar days after the meeting.

D. Step Four

If the Council is not satisfied with the Step 3 answer, it may within seven (7) days after receipt of the Step 2 answer, submit in writing to the Employer notice that the grievance is to proceed to arbitration. If the two parties fail to reach agreement on the selection of an arbitrator within ten (10) days, the Employer and Council will jointly contact the Federal Mediation and Conciliation Service and request it to provide the parties with a list of arbitrators from Illinois, Indiana and Wisconsin in accordance with its rules and procedures for selecting

arbitrators; provided, however, that either party may reject in total for any reason one panel of arbitrators.

Expenses for the arbitrator's service and the expenses which are common to both parties to the arbitration shall be borne equally by the Employer and the Council. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement or impose on any party hereto limitations or obligations not specifically provided for in the Agreement. The issue or issues to be decided will be limited to those presented to the arbitrator in writing by the Employer and the Council. His/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy it shall pay for one-half the total cost of producing the record.

Section 6 -Miscellaneous

- A. Only the grievant and/or representatives of the Council may present grievances. Employees may take up grievances through Step 3 either on their own and individually or with representation by the Council. If an employee takes up a grievance without Council representation, any resolution of the grievance shall be consistent with this Agreement and the Council representative shall have the right to be present at such resolution. A grievance relating to all or a substantial

number of employees or to the Council's own interests or rights with the Employer may be initiated at Step 3 by a Council representative.

B. The parties may, by joint agreement, alter any time limits in the procedure.

Section 7 -Appeal of Discipline

No employee covered by this Agreement shall be suspended, relieved of duty, disciplined in any manner, or separated without just cause. The Police Chief or his designee or such other individual as specified by the Employer shall have the authority to suspend or terminate bargaining unit employees. The Union and the Employer hereby abrogate the authority of the Board of Fire and Police Commissioners with respect to such discipline. Suspensions and terminations may be grieved and arbitrated consistent with the grievance procedure set forth within this Agreement.

ARTICLE XXII - COUNCIL STEWARDS

The Employer recognizes the right of the Council to select Council Stewards, and the Council agrees to furnish the Employer, within two (2) weeks of ratification of this Agreement, with the names of the stewards selected by the Council. Stewards are not permitted to conduct Council business during work hours without the permission of the Chief of Police. The Employer agrees to permit a maximum of two (2) Council Stewards to participate in negotiations for a successor bargaining agreement without loss of pay and subject to recall to their duty only in case of an emergency.

ARTICLE XXIII - COUNCIL REPRESENTATIVE

Duly authorized business representatives of the Council will be permitted at reasonable times to enter the appropriate Village facility for purposes of handling grievances or observing conditions under which employees are working. These business representatives will be identified to the Chief/Designee(s) in a manner suitable to the Employer and on each occasion

will first secure the prior approval of the Chief/Designee(s) to enter and conduct their business so as not to interfere with the operation of the Employer. If such approval is granted, the Chief/Designee(s) shall designate the area where such business is to be conducted and the period of time to be provided. The Council will not abuse this privilege, and such right or entry shall at all times be subject to general department rules applicable to non-employees.

The Council or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any Employee whose pay is in dispute or any records of the Employee pertaining to a specific grievance arising after the effective date of this Agreement, at reasonable times and with the Employee's consent.

ARTICLE XXIV - LABOR-MANAGEMENT AND SAFETY MEETINGS

Section 1 -Meeting Request

The Council and the Employer agree that in the interest of efficient management and harmonious employee relations that meetings be held if mutually agreed between Council representatives and responsible administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management" or "safety meeting" and expressly providing the agenda for such meeting. Such meetings, times and locations, shall be mutually agreed upon shall be limited to:

- A. A discussion on the implementation and general administration of this Agreement; or
- B. A sharing of general information of interest to the parties; or
- C. Issues and concerns involving safety; or
- D. Notifying labor representatives about certain changes in non-bargaining matters which may affect employees.

Section 2 -Content

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management meetings," nor shall negotiations for the purpose of altering any or all of the terms in this Agreement be carried on at such meetings.

Section 3 -Attendance

Attendance at "labor-management meetings" shall be voluntary on the employee's part, and attendance during such meetings shall not be considered time worked for compensation purposes. Normally, two (2) persons from each side shall attend these meetings, schedules permitting. Attendance by bargaining unit members at such meetings shall not interfere with required duty time, and attendance may be during duty time if mutually agreed between the Police Chief or his/her designee(s) and the Council representative.

Section 4 -Disabling Safety Defects

No employee shall be required to use any equipment that has been designated by both the Employer and the Council as being defective because of disabling condition unless the disabling condition has been corrected as determined by the Employer.

ARTICLE XXV - MISCELLANEOUS

Section 1 -No Discrimination

The Employer will comply with pertinent federal and state non-discrimination laws. Employees shall seek redress for any alleged violations of said laws only through the appropriate governmental agency and/or the courts.

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

Section 2 -Bulletin Boards

The Employer will make a bulletin board available for the use of the Council in a non-public location adjacent to the locker area. The Council and Lodge will be permitted to have posted on this bulletin board notices of a non-controversial nature, but only after submitting them to the Chief/Designee for approval and posting. There shall be no distribution or posting by employees of advertising or political material, notices, or other kinds of literature on the Employer's property other than herein provided. The Union and/or Lodge shall not be required to have prior approval for Union and/or Lodge business posted on this board that is not an offensive or inflammatory nature.

Section 3 -Partial Invalidity

If any provision of this Agreement is subsequently declared to be unlawful or unenforceable, in whole or in part, by federal or state legislative authority, or by a court of competent jurisdiction and binding authority over the City, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Such unlawful, unenforceable or modified provision(s) may be the subject of immediate negotiations between the parties upon the written request of either party. Any such dispute involving a mandatory topic of bargaining which arises under this Section 3 and is not resolved by mutual agreement shall be resolved in accordance with the provisions of Section 14 of the *Illinois Public Labor Relations Act*.

Section 4 -Residency

Employees shall maintain their primary residence in the State of Illinois.

Section 5 -Indemnification

The Village agrees to indemnify officers in accordance with 65 ILCS 5/1-4-6. The Village's obligation with respect to providing legal counsel to represent an officer sued for action

undertaken in the course of performing his/her job duties is satisfied in full by making available to said officer the services of an attorney designated to handle the case by the Intergovernmental Risk Management Association.

Section 6 -Standard Operating Procedures/Personnel Policies

Notwithstanding any other provision of the Agreement, the Council must be notified five (5) working days in advance of any contemplated change in the Employer's Standard Operating Procedures and/or Personnel Policies or the Rules of the Board of Police Commissioners directly affecting Police Officers.

Section 7 -Exposure to Diseases

The Employer agrees to pay all expenses for inoculation or immunization shots for Employees or members of an Employee's family when such becomes necessary as a result of said Employee's exposure to contagious diseases while in the line of duty.

Section 8 -Funeral Expenses

The Employer agrees to pay the reasonable and customary funeral and burial expenses of any Employee killed in the line of duty. Said payment shall be made within 30 days of the Employee's death.

Section 9 -Examination of Records

The Council or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any Employee whose pay is in dispute or any other records of the Employee pertaining to a specific grievance arising after the effective date of this Agreement, at reasonable times with the Employee's consent.

Section 10 -Off-Duty Details

The Employer shall offer all police officers (excluding the Chief, Deputy Chief and auxiliaries but including sergeants and all other sworn personnel) the opportunity to work on off-

duty details as they become available. The selection process shall be on a rotating basis using an alphabetical listing of eligible personnel. For purposes of the rotation, an officer's unavailability or refusal to work shall count the same as acceptance of an assignment.

ARTICLE XXVI - CLOTHING ALLOWANCE

Section 1 -Patrol Officers

Clothing will be provided pursuant to the Employer's established Quartermaster System. Requests for replacement apparel shall not be unreasonably denied. All rules and regulations governing the procurement and use of uniforms and equipment are subject to periodic review and modification by the Employer. Employees shall not be required to turn in used uniform apparel until replacement items are available.

Section 2 -Detectives

The Employer shall provide an annual clothing allowance of six hundred dollars (\$600.00) to detectives. Said clothing allowance is to be paid each fiscal year by means of a separate check.

ARTICLE XXVII - EDUCATIONAL INCENTIVE

Subject to the availability of funding in the approved Village budget, the Employer will reimburse officers for courses, seminars and programs constituting the officer's training or educational program that are work-related in nature. Each officer is eligible to receive up to \$1,000 annually for tuition and books. Coursework subject to reimbursement must be pre-approved and the officer must maintain at least a C average in the course.

ARTICLE XXVIII - PRINTING AND SUPPLYING AGREEMENT

This Agreement shall be printed and supplied to each officer by the Employer within two (2) weeks of ratification, at no cost to the officer or Council. The Employer shall provide ten (10) additional copies to the Council.

ARTICLE XXIX - ABSENTEEISM

Section 1 -Call-In Obligation

Officers unable to work for any reason, except for emergencies, must notify the Shift Commander at the earliest possible time, but not less than one (1) hour before scheduled duty time. Failure to provide timely notice on each such day may be considered a leave of absence without pay for that full day. This requirement does not apply to vacation, holidays and regular days off. This provision shall not be interpreted as condoning repeated absences from work on the part of any officer.

Section 2 -Excessive Absenteeism

The Village intends to enforce a policy against excessive absenteeism. Excessive absenteeism or the wrongful use of sick leave shall result in the imposition of discipline.

Section 3 -Proof of Illness

The Employer may require an officer to produce a medical certificate upon his/her return to work after any absence of three (3) or more days that is due to illness or other physical incapacity. The medical certificate shall state the medical reasons for the absence in question; and, further, it shall affirm the officer's current ability to fully perform the duties of his/her position.

ARTICLE XXX - SUSPENSION, DISCIPLINE AND DISCHARGE

No officer, other than a probationary officer, shall be disciplined or discharged without just cause. Any such actions must be in compliance with Illinois Compiled Statutes, 50 ILCS 725/1.

ARTICLE XXXI - SHIFT EXCHANGE

With the permission of the Police Chief or his designee, and upon twenty-four (24) hours advance notice, officers may exchange daily shifts when such schedule change does not in any manner interfere with the overall operation of the Police Department.

In addition to the above general guidelines, requests for shift exchanges and grants thereof shall be in accordance with the following:

1. Each officer may participate in up to four (4) shift exchanges in any 30-day period.
2. The second part of any shift exchange must be scheduled, and occur, not later than thirty (30) days after the first part.
3. Officers who are working a shift in exchange for another officer pursuant to this Article shall not have such hours worked counted for purposes of calculating overtime, and the sole compensation for such hours worked shall be in the form of paid time off from the officer's regular shift which results from the second officer's working of the traded shift. The Union expressly agrees that shift exchanges shall be "cost-neutral", i.e., that no additional compensation or overtime shall accrue to any officer as a result of a shift exchange.
4. Both officers involved in the shift exchange must execute, in advance, a shift exchange request form which shall include: (a) the officers involved in the exchange of shifts; (b) the dates/shifts implicated in the exchange; (c) that the officers involved are voluntarily agreeing to exchange shifts; (d) that the officers involved knowingly and voluntarily waive any claim

to compensation and/or overtime which might otherwise arise from working a traded shift.

5. The Union expressly acknowledges that nothing contained in this Article shall diminish the Chief of Police's contractual authority to deny requests for shift exchanges, in the event that the Chief, in his discretion, determines that the grant of such requests could interfere with the operation of the Police Department.

The exchange of a shift cycle between officers may be permitted by the Chief in extraordinary, limited circumstances, when such schedule change does not in any manner interfere with the overall operation of the Police Department.

ARTICLE XXXII - WAGE RATES

POLICE OFFICERS

<u>Pay Steps</u>	<u>Wage Rates</u>	
	5/1/2013	5/1/2014
Start	60,000	61,350
1 year	63,040	64,458
2 year	66,232	67,722
3 year	69,583	71,149
4 year	73,106	74,751
5 year	76,807	78,535
6 year	80,694	82,510
7 year	83,214	85,086

Upon ratification of this Agreement the rate of pay for positions in the Village of LaGrange Park Police Department covered by this Agreement, paid in bi-weekly installments, shall be as designated in the above table of pay.

Salary adjustment within established ranges shall not be automatic but shall be dependent upon each officer's favorable completion of the annual performance review process measuring his/her ability, performance, attitude, willingness and cooperation. An employee placed in the top Pay Step may not be removed from that Step due to poor performance.

All employees' performance and salaries will be reviewed annually by the Village Manager and his department heads. This review will be made on or before the employee's employment, or anniversary date.

ARTICLE XXXIII - IMPASSE RESOLUTION

The resolution of any bargaining impasse over mandatory bargaining topics shall be in accordance with the Illinois Public Labor Relations Act (5 ILCS 3/5/1 *et seq.*), or as it may otherwise be mutually agreed.

ARTICLE XXXIV - DURATION

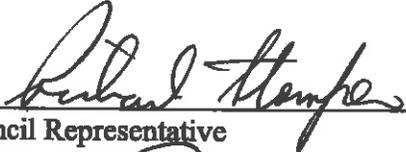
Upon ratification this Agreement shall be in effect from the 1st day of May, 2014, through the 30th day of April 2015, and from year to year thereafter unless written notice is given by either party to the other not less than ninety (90) days nor more than one hundred twenty (120) days prior to April 30, 2015, or the same date of any subsequent year, requesting that this Agreement be amended.

[SIGNATURE PAGE TO FOLLOW]

Signed and entered into this _____ day of _____, 2014.

FRATERNAL ORDER OF POLICE
LABOR COUNCIL

VILLAGE OF LAGRANGE PARK



Council Representative

President



Bargaining Team Member

Village Manager



Bargaining Team Member

Chief of Police

Bargaining Team Member

270179_2

Engineering & Capital Projects Committee

James Kucera, Chairman

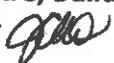
Patricia Rocco

Robert Lautner

Village Board Agenda Memo

Date: June 5, 2014

To: Village President and Board of Trustees

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

RE: **Modifications to Floodplain and Storm Water Management Ordinance**

PURPOSE

To approve amendments to Title XV: Land Usage, Chapter 154 of the Village's Municipal Code, which regulates Floodplain and Storm Water Management. Such amendments will (1) incorporate by reference a new Cook County Watershed Management Ordinance into our Village Code; and (2) modify specific sections of our local regulations to align with requirements of the County ordinance.

GENERAL BACKGROUND

The Metropolitan Water Reclamation District of Great Chicago (MWRD) has been developing a Watershed Management Ordinance (WMO) for Cook County since 2007. On October 3, 2013 the MWRD Board of Commissioners unanimously approved the WMO, following much public input, and multiple public hearings, over the last several years. The WMO was adopted with an effective date of May 1, 2014. According to our Village engineering firm, Hancock Engineering, the purpose of the WMO is to establish uniform regulations for Cook County in order to prevent future commercial, municipal, and residential development and redevelopment projects from exacerbating flooding. Even though we have our own Village requirements in our municipal code, property within the Village is still subject to complying with the County WMO.

Additional details regarding the Cook County WMO can be found in the attached documentation, but the following is a summary of some key points of the WMO, and how it relates to our current Floodplain and Storm Water Management Ordinance, and our Village overall.

- The WMO exempts individual Single-Family Home developments, such as additions, teardowns, etc. As such, the WMO will have no impact on additions for existing homes, or new homes being constructed on individual lots. Storm water will still be addressed through local regulations, as we currently do, in most cases requiring a storm water management plan.
- The WMO does regulate and will impact the following development in varying degrees: new residential subdivisions, multi-family residential, non-residential, right-of-way, and open space. Requirements will address runoff, volume control and storage, and only for those sites which are one-half acre or greater in size. This will mean that that these developments will now also need to obtain a watershed management permit, in addition to Village permits. Some considerations to be cognizant of are that this additional permitting may not only increase cost of the development due to the regulations and permitting, but it may also increase the time it takes to get approval to proceed with a project.

- An example of one of the more significant impacts identified is that for some larger property owners who decide to redevelop their property, is that they may be required to include new detention areas for water, costing money to create, and in many instances, using up space.
- There is a provision in the WMO that our Village can to become an “authorized municipality”, which would allow for the Village to issue watershed management permits, in accordance with the regulations contained in the WMO, but only in areas of “separated” sewers. This would also mean that the Village would have to conduct the plan reviews, and ensure that developments meet the County ordinance. Staff has reviewed this potential, and at this time, does not believe it is in the best interest to do so. There appears to be a very limited area within the Village where the WMO regulations would allow for such, and we believe it makes more sense for the MWRD to review, approve and permit projects in these instances.
- As noted in the Purpose section above, there are a couple of provisions in our current ordinance that we are proposing to modify at this time, to match what is required in the County’s WMO. These are indicated in the attached proposed ordinance, but include the following. One is a revised definition for Flood Protection Elevation, which increases the protection required for structures located in special flood hazard areas. Another is a slight increase in compensatory storage when building in a floodplain, which means water displaced by building in the floodplain will have somewhere to go without impacting others.

In summary, all property within the Village now needs to comply with the Cook County Watershed Management Ordinance, but for most building permits issued within the Village, which are related to individual single-family lots, there is no impact. Some of our larger property owners though, who wish to redevelop their property, will be impacted to some extent with new regulations and an additional permitting process. Overall though, this should help to reduce any potential storm water impacts to other property owners caused by the redevelopment.

RECOMMENDATION

Staff recommends the Village Board approve amendments to Chapter 154: Floodplain and Storm Water Management, of Title XV of the La Grange Park Municipal Code. Such amendments will incorporate by reference a new Cook County Watershed Management Ordinance into our Village Code, and modify specific sections of our local regulations to align with requirements of the County ordinance.

ACTION / MOTION

Motion to Approve an Ordinance Amending Chapter 154: Floodplain and Storm Water Management, of Title XV of the La Grange Park Municipal Code as Amended.

DOCUMENTATION

- Ordinance Amending the La Grange Park Municipal Code as Proposed
- WMRD Watershed Management Ordinance (WMO) Executive Summary
- Correspondence from Hancock Engineering – WMO Background Information

ORDINANCE NO. ____

ORDINANCE AMENDING THE "LA GRANGE PARK
MUNICIPAL CODE" AS AMENDED

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

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

SECTION 1: That Section **§154.02 DEFINITIONS** of Title XV of the La Grange Park Municipal Code is hereby amended to delete the definition for **FLOOD PROTECTION ELEVATION (FPE)** in its entirety, and replace it with the following language:

FLOOD PROTECTION ELEVATION (FPE). The elevation of the base flood or 100-year frequency flood plus two feet of freeboard at any given location in the SFHA.

SECTION 2: That Section **§154.10 SEVERABILITY** of Title XV of the La Grange Park Municipal Code is hereby deleted in its entirety, and replace it with the following language:

**§154.10 INCORPORATION OF COOK COUNTY WATERSHED MANAGEMENT
ORDINANCE.**

The Cook County Watershed Management Ordinance ("County Ordinance") is hereby incorporated by reference in its entirety into this Chapter as if fully set forth herein. In the event of a conflict between the requirements of the County Ordinance and the requirements of this Chapter, the County Ordinance shall control, except in instances where this Chapter is more restrictive than the County Ordinance, in which instances this Chapter shall control.

SECTION 3: That Section **§154.11 SEVERABILITY** of Title XV of the La Grange Park Municipal Code be added, with the following language:

§154.11 SEVERABILITY.

The provisions and sections of this chapter shall be deemed severable and the invalidity of any portion of the chapter shall not affect the validity of the remainder.

SECTION 4: That Section **§154.20 REQUIREMENTS FOR ALL DEVELOPMENTS** of Title XV of the La Grange Park Municipal Code is hereby amended to delete sub-section "(B)" in its entirety and replace it with the following language:

(B) A storm water management grading and detention plan showing the proposed grading of the site and providing storm water detention and restricted release of storm water will be required for: sites that are to be subdivided or developed as two or more single-family detached units or more than two attached dwelling units and are in excess of one acre in size; or sites that are to be used for nonresidential developments that are in excess of 0.5 acres; or sites that are to be used for nonresidential developments for which the square feet of impervious area added by the new development totals in the aggregate after January 1, 1995, to more than 20,000 square feet; or sites that are or are to be used for nonresidential developments for which the sum of the square feet of impervious area of the existing development plus the impervious area added to the site after January 1, 1995, exceeds 40% of the area of the site.

SECTION 5: That Section **§154.52 OCCUPATION AND USE OF FLOOD FRINGE AREAS** of Title XV of the La Grange Park Municipal Code is hereby amended to delete sub-section “(H)” in its entirety and replace it with the following language:

(H) *Compensatory storage.* Whenever any portion of a floodplain is authorized for use, the volume of space which will be occupied by the authorized fill or structure below the base flood or 100-year frequency flood elevation shall be compensated for and balanced by a hydraulically equivalent volume of excavation taken from below the base flood or 100-year frequency flood elevation. The excavation volume shall be at least equal to one and one-tenth times the volume of storage lost due to the fill or structure. In the case of streams and watercourses, such excavation shall be made opposite or adjacent to the areas so filled or occupied. All floodplain storage lost below the existing ten-year flood elevation shall be replaced below the proposed ten-year flood elevation. All floodplain storage lost above the existing ten-year flood elevation shall be replaced above the proposed ten-year flood elevation. All such excavations shall be constructed to drain freely and openly to the watercourse.

SECTION 6: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

SECTION 7: That this Ordinance shall be in full force and effect after its passage, approval and publication as required by law;

**ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES of the Village of La Grange Park,
Cook County, Illinois this 24th day of June, 2014.**

YES:

NO:

ABSENT:

Approved this 24th day of June, 2014.

Dr. James L. Discipio, Village President

ATTEST:

Amanda Seidel, Village Clerk

MWRD Watershed Management Ordinance (WMO) Summary for La Grange Park

Background

In November 2004, the responsibility of storm water management in Cook County was placed under the authority of the Metropolitan Water Reclamation District of Greater Chicago (MWRD) by Public Act 093-1049. This Act gave the MWRD general supervision of storm water management in Cook County.

In 2007 the MWRD began formulating the Watershed Management Ordinance (WMO) through meeting with seven watershed planning councils.

In 2009 the MWRD released the draft WMO for public input. After receiving comments from the public and municipalities, the WMO was placed before the Board of Commissioners for consideration. The Commissioners requested that a study be completed to address concerns raised regarding the economic impact the WMO would have to developments and municipalities within Cook County.

After completing the Economic Impact Study (EIS), the MWRD changed some of the requirements and a new WMO was released for public comment in 2013.

On October 3, 2013 the Board of Commissioners for the MWRD approved the final WMO with an effective date of May 1, 2014. The WMO will be the minimum standard required to be followed for developments in Cook County outside the city of Chicago. The WMO will have the following impacts:

- 1) It will replace the MWRD's Sewer Permit Ordinance and Manual of Procedures.
- 2) It will control storm water runoff from developments by requiring its management on site, with intent to control the storm water runoff from development sites to minimize the potential for negative impacts on adjacent and downstream properties.
- 3) It will regulate development within the Special Flood Hazard Area, and Wetlands.
- 4) It will include provisions for implementing soil and erosion control for developments.

Current Storm Water Management Requirements

The current MWRD Ordinance does not require detention in combined-sewer areas. The majority of La Grange Park is classified as a combined-sewer area. In separate-sewer areas, the MWRD ordinance requires storm water detention for commercial developments on properties larger than 5 acres and residential developments larger than 10 acres. La Grange Park has very few properties of this size within the separate-sewer.

Certain activities such as asphalt resurfacing are considered maintenance and do not trigger the detention requirements.

The allowable release rate and amount of storage required are calculated following MWRD requirements.

New Volume Control Requirements

Residential subdivision parcels 1 acre or more, multi-family residential parcels 0.5 acres or more, commercial parcels 0.5 acres or more, and right-of-way development totaling one acre or more of new impervious area will need to treat (remove contaminants) from the first one inch of runoff from the impervious area of development. The storm water will be treated using either retention-based practices or flow-through practices.

Retention-based practices include retaining the water on-site through use of infiltration trenches, infiltration basins, porous pavement, bio-retention systems, dry wells, etc.

Flow-through practices include directing the water through on-site filtering systems such as vegetated filter strips, bio swales, catch basin inserts, oil and grit separators, etc.

New Detention Requirements

Residential subdivision development on parcels 5 acres or more, multi-family residential development on parcels 3 acres or more with more than 0.5 acres of development, commercial/industrial development on parcels 3 acres or more with more than 0.5 acres of development, and right-of-way development totaling one acre or more of new impervious area will need to provide storm water detention.

The following table summarizes the various stormwater management requirements contained in the WMO for different types of developments.

Summary of Site Stormwater Management Requirements			
Development Type	Runoff Requirements	Volume Control Requirements	Storage Requirements
Single-Family Home	Exempt	Exempt	Exempt
Residential Subdivision	Parcels ≥ 1 acre	Parcels ≥ 1 acre	Parcels ≥ 5 acres
Multi-Family Residential	Parcels ≥ 0.5 acre	Parcels ≥ 0.5 acre	Parcels ≥ 3 acres †
Non-Residential	Parcels ≥ 0.5 acre	Parcels ≥ 0.5 acre	Parcels ≥ 3 acres †
Right-of-Way	New Impervious Area ≥ 1/2 acre	New Impervious Area ≥ 1 acre †	New Impervious Area ≥ 1 acre †
Open Space	Parcels ≥ 0.5 acre	Not Applicable	Not Applicable

* Site stormwater management requirements are not required for maintenance activities as defined in Appendix A.

† Where practicable.

‡ Starting the effective date of this Ordinance, any new development on the parcel that totals either individually or in the aggregate to more than one-half (0.5) of an acre.

Julia Cedillo

From: Paul E. Flood <peflood@ehancock.com>
Sent: Thursday, February 13, 2014 1:38 PM
To: Julia Cedillo; Brendan McLaughlin; Dean Maggos; Emily Rodman; Cathleen M. Keating
Cc: Mark D. Lucas; Brad Clark; Laura L. Swiatnicki
Subject: FW: MWRDGC - WMO

Brendan:

As a follow up to our conversation this morning, Mark has generated the email below to provide some background information regarding the implementation of the Cook County Watershed Management Ordinance. Please let me know if you would like any additional detail.

Thank- Paul

Paul E. Flood
Principal
Edwin Hancock Engineering Co.
9933 W. Roosevelt Road
Westchester, IL 60154
Tel 708/865-0300
Fax 708/865-1212
Email peflood@ehancock.com
Web www.ehancock.com



Civil Engineers ♦ Municipal Consultants ♦ Established 1911

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From: Mark D. Lucas
Sent: Thursday, February 13, 2014 12:32 PM
To: Paul E. Flood
Subject: MWRDGC - WMO

On October 3, 2013 the Metropolitan Water Reclamation District of Greater Chicago (MWRD) Board of Commissioners unanimously approved the Cook County Watershed Management Ordinance (WMO). The WMO was adopted with an effective date of May 1st, 2014. The ordinance has been under development and contemplation by the MWRD since 2007. The final draft was vetted to the public in 2013 through four public hearings and a study session.

The purpose of the WMO is to establish uniform storm water management regulations for Cook County in order to prevent future commercial, municipal, and residential development and redevelopment projects from

exacerbating flooding. Some pertinent requirements for the Village of LaGrange Park as a primarily combined sewer community are as follows:

A MWRD permit will still be required for all sanitary and combined sewer improvements.

In regards to development/redevelopment, runoff will need to be managed for disturbances on parcels more than 0.5 acres (1.0 acre for residential subdivisions). However, there are exceptions that have been provided for some agriculture, gardening, septic systems, maintenance, in-kind replacement, and some specific ROW improvements and repairs. For many developments greater than 0.5 acres in the Village the developer will be required to retain the first 1 inch of rainfall from an event by incorporating Best Management Practices (BMP's).

Floodplain provisions are similar to the village's with some notable exceptions, such as increasing to a 2' Flood Protection Elevation (FPE) instead of our current 1' FPE above the Base Flood Elevation (BFE) has been included.

The Village should review the separate sewer area and determine if potential development opportunities in that area would warrant the Village requesting to become an "authorized municipality" which would allow it to issue watershed management permits. Such issuance is advantageous to municipalities because the municipalities may expedite the permit process. This efficiency would benefit permit applicants and developers. This authorization would only be for the separate sewer areas as the MWRD would still review all developments in the combined sewer area.

The village will need to review its current storm water regulations as the MWRD's will supersede many of the requirements contained therein, but not all.

That's it in a brief nutshell. We are preparing a detailed memo with regards to the impacts of the WMO for our clients, which will be done soon (it is partially done already and awaiting some specific feedback). A complete review of the Village's existing ordinance is highly recommended as single family homes are exempted by the district, but we still think pose significant storm water issues that the village wants addressed.

Mark D. Lucas, P.E.
Vice President

Hancock Engineering Company
9933 Roosevelt Road
Westchester, Illinois 60154
708.865.0300
708.865.1212 Fax
mdlucas@ehancock.com

Public Safety Committee

Mario Fotino, Chairman

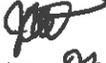
Patricia Rocco

Robert Lautner

Village Board Agenda Memo

Date: May 29, 2014

To: Village President and Board of Trustees

From: Julia A. Cedillo, Village Manager 
Daniel L. McCollum, Chief of Police 

Re: Revised ILEAS Intergovernmental Agreement

GENERAL BACKGROUND

Since 2003, the Village of LaGrange Park has been a participant in the Illinois Law Enforcement Alarm System (ILEAS) Mutual Aid Agreement. LaGrange Park is one of over 900 agencies participating in ILEAS. The development of the system was largely influenced by the success experienced in the fire service with their mutual aid system, MABAS.

The ILEAS Governing Board reviewed the prior agreements in place and recommended several revisions. They have been incorporated in the new agreement, which is attached to this memo. In summary, the changes include:

- Modifying the ILEAS governance structure.
- Including the by-laws as part of the actual agreement.
- Providing a formal process for making any future amendments to the agreement.
- Allowing a transition period for agencies to continue to operate under the old agreement.
- Outlining and solidifying the legal authority for ILEAS to exist.
- Providing specific insurance requirements.
- Including correctional officers under the definition of law enforcement personnel.

All participating agencies have been asked to submit the revised agreement for approval to their respective government leaders.

Village Attorney Cathy Keating has reviewed the new agreement and the proposed resolution and approved them as to form.

DOCUMENTATION

- ILEAS cover letter and supporting materials.
- Revised agreement.

- Proposed resolution authorizing the Village President to sign the revised agreement.

MOTION/ACTION REQUESTED

This matter is being placed on the agenda for the Village Board Work Session on June 10, 2014. If consensus is reached by the Board on that date, the item will be placed on the Village Board Meeting on June 24, 2014 for approval.

RECOMMENDATION

Staff recommends that the Village President be authorized to sign the new agreement and that the resolution be adopted.

Attachments

David Snyders
Sheriff
Stephenson County
President

Derek Hagen
Sheriff
Iroquois County
Treasurer

Wayne Gulliford
Deputy Chief
Chicago
Secretary

Tom Schneider
Sheriff
Macon County
Sergeant at Arms

James Page
ILEAS
Executive Director

Chief/Sheriff:

March 17, 2014

We believe that great organizations always look for ways to improve and to adapt to a constantly changing environment. If ILEAS is to remain relevant and nimble so that it can better serve its member agencies over the long term, it must be constantly reviewing its operation, reaffirming its foundational values and ensuring that it is on solid legal and financial footing.

ILEAS has been in existence for over ten years. We believe it is time for enhancements. Over the last year, the ILEAS Governing Board and the staff have reviewed operations, foundational documents and financial status. Our review revealed that while ILEAS is currently in good shape, there are areas where we could improve. For instance, the online resource database needs updating with better technology and expansion to cover equipment and resources that may not have been available early in ILEAS' development.

The most important change ILEAS is undertaking is the improvement of the mutual aid agreement. Everything ILEAS does is based on that agreement. Over 900 agencies have signed the original agreement which has stood the test of time for ten years. However, after a very detailed internal examination based on experience AND after extensive support and advice from a number of legal experts, ILEAS has developed the next generation agreement!

This new ILEAS agreement builds on the strengths of the original agreement and puts ILEAS on more solid legal footing. It provides capabilities, such as the ability to amend the agreement, that were previously unavailable. ILEAS is not changing the most important roles it has played in mutual aid and the support of local law enforcement. In fact, for you as a law enforcement executive, not much changes. You can still request and respond to mutual aid incidents, the reimbursement and the insurance arrangements do not change, the Governing Board still operates as usual and the ILEAS special teams remain as they are. The new agreement augments ILEAS' legal footing and more specifically acknowledges that ILEAS was being created to oversee the logistics of statewide mutual aid. It provides more specifics on exactly how the Governing Board operates.

We are asking all of our member agencies to adopt this new agreement. ILEAS' goal is to have all the current member agencies adopt the new agreement within a year. This should be a relatively simple process for you. It is particularly important that the new agreement be signed by an official with the legal authority to enter into the agreement on behalf of your public agency. For the vast majority of our members that will be a village president, mayor, city manager, county board chair, etc. Remember, ILEAS was formed pursuant to the Illinois Intergovernmental Cooperation Act and is an agreement between all of the public agencies that sign the agreement.

Also, don't worry, your original agreement is still in effect until you adopt and sign the new one. We have built into this agreement what we believe to be all the tools that you need to **reaffirm and strengthen your commitment to the ILEAS concept of "Strength Through Cooperation!"**

In the packet you received, we have provided:

- The new Law Enforcement Mutual Aid Agreement
- A sample resolution for your use if necessary
- An explanatory document which outlines:
 - what ILEAS is and historically how we came to develop a new agreement
 - the differences and similarities between the new and old agreements
 - a step-by-step process for completing the transition

Additionally, ILEAS has put together a 12 minute video that might be helpful when explaining the value of being a member of ILEAS. It highlights a handful of a variety of ILEAS mutual aid activations in 2013 from across Illinois. It takes a few minutes to download; however, it's worth the time because it tells the story of why your jurisdiction needs to maintain its membership or to join ILEAS. Go to <https://ileas.sharefile.com/d-sbaff3c654a042f9a> to download it.

If you want more copies of the explanatory document for your local officials, they will be available. Simply feel free to reach out to your Regional Planning Coordinator or the ILEAS administrative office in Urbana and we will send them to you directly.

If you, your local public officials or legal advisors have any questions whatsoever, do not hesitate to reach out to us and we will do the best we can to provide the answers. If you want your local Regional Planning Coordinator available to attend city/village/county board meetings to answer questions, that can be arranged as well.

It is our hope and belief that the value ILEAS offers to your agency is well worth the time and effort to adopt the updated agreement. Thank you for your time, consideration and support to strengthen ILEAS so that the best mutual aid system in the country will be there when you need it.

Respectfully,



David Snyders
Stephenson County Sheriff
ILEAS President



Jim Page
ILEAS Executive Director



HISTORY OF ILEAS – HOW IT STARTED AND HOW IT GREW!

ILEAS is a consortium of over 900 local law enforcement public agencies established pursuant to the Constitution of the State of Illinois (Ill. Const. Art. VII, sec. 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 et seq.) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1). ILEAS was created as a public agency when, after September 11th, the Illinois Association of Chiefs of Police, the Illinois Sheriffs' Association, the Chicago Police Department, the Illinois Emergency Management Agency and the Illinois State Police worked together to create a statewide law enforcement mutual aid organization.

ILEAS was based on the same mutual aid principles that governed the Mutual Aid Box Alarm System (MABAS) which is the statewide fire services mutual aid system. Based on decades long success of MABAS, ILEAS emulated MABAS' agreement and structure and expanded the concept statewide. In 2003, member agencies elected the first Governing Board. Local jurisdictions started adopting the mutual aid agreement and the first Governing Board was elected – ILEAS was in business!

ESTABLISHING MUTUAL AID

ILEAS' first order of business was collecting a database of resources possessed by its member agencies and contracting with both Northwest Central Dispatch in Arlington Heights and Peoria Dispatch for dispatch support. ILEAS maintains the database which includes number of officers/deputies, squad cars, K-9 units, SWAT teams, translators, and mobile command posts. ILEAS makes this updated database available to the dispatch centers. When a member agency is in need, it simply calls the dispatch center and makes its resource requests. The dispatch agency queries the database to determine the closest agency with that resource. That agency is then called and a request is made for them to respond to aid the stricken jurisdiction.

ILEAS' first official request for mutual aid was the tornado in Utica on April 20, 2004. That activation was so successful that the word spread throughout Illinois and hundreds of agencies joined ILEAS. From that first successful mutual aid activation in Utica, ILEAS grew rapidly and is now capable of handling virtually any size of mutual aid requests, both in- and out-of-State. ILEAS coordinated the deployment of 287 officers to assist the Chicago Police during the NATO Summit in May of 2012, 150 officers and deputies to accompany State Troopers sent to Katrina in August of 2005 and 25 local officers accompanying the Illinois State Police to New Jersey after Super-Storm Sandy in November of 2012.

IMPROVEMENTS ALONG THE WAY

While ILEAS has been operationally very successful, it is always looking for ways to improve. ILEAS has fine-tuned its special team training, exercising and deployment process. ILEAS engaged the services of retired experienced senior law enforcement commanders and executives to provide planning and operational support services in the field directly to member agencies. When funds are available, ILEAS has provided millions of dollars of equipment in the form of ruggedized laptops, radiation detectors, respirators and mobile command post vehicles. ILEAS represents the homeland security needs and interests of its members to the State Terrorism Task Force and to Federal agencies when necessary.

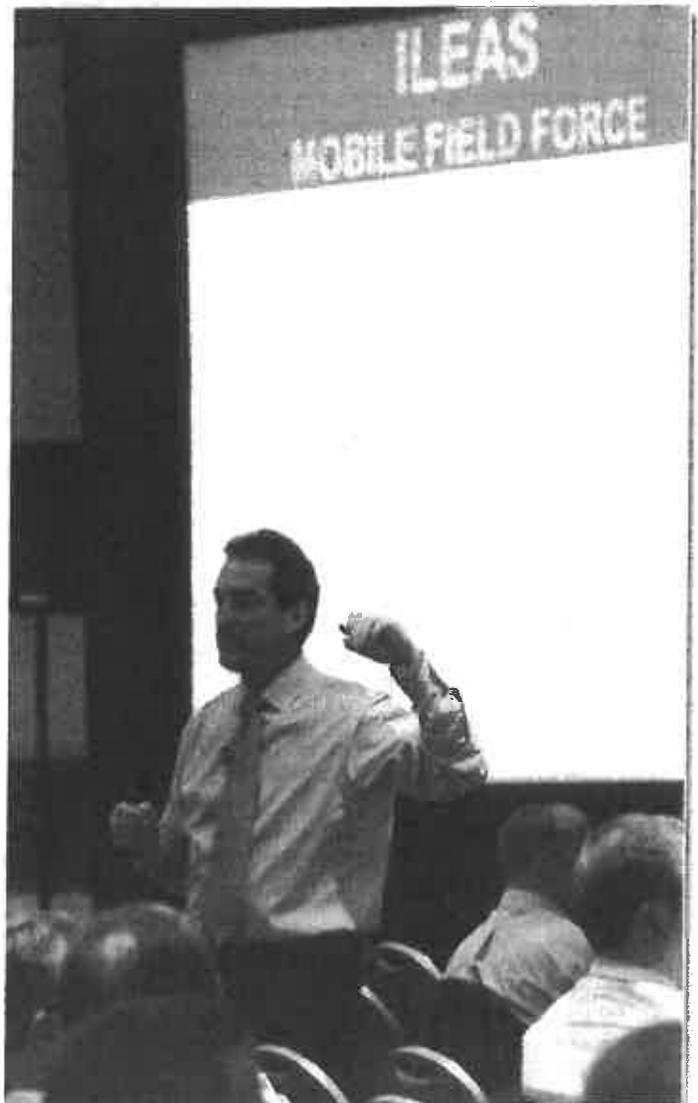
The original database on paper was moved online for a more efficient and flexible implementation. It can now be updated in seconds and made available to every agency for use in non-emergencies. In 2014, ILEAS will start the implementation of a modernization and expansion of its resource

database capabilities. More data will be gathered about each member agency so that a more focused response to a request for assistance can be made. At the requests of various sheriffs, ILEAS will collect information about correctional resources throughout the State so that sheriffs can reach out to ILEAS for correctional mutual aid in addition to general law enforcement.

THE NEXT STEP

The law enforcement mutual aid agreement has remained a constant for the last ten years. ILEAS is no different than other vibrant and successful enterprises that are constantly looking for ways to improve and build on their success. ILEAS has undertaken a year-long examination of the mutual aid agreement and determined that it can build on success by implementing improvements to the agreement. Modifications have been identified that will offer more flexibility and provides a more robust description of ILEAS' mandate in order to protect ILEAS and its member agencies in an increasingly litigious society.

During this mutual aid agreement review, ILEAS sought advice from private counsel, General Counsel for the Governor of Illinois, General Counsel of the Illinois Emergency Management Agency and the Attorney General's Office. Based on that advice and discussion internally, the ILEAS Governing Board has authorized the implementation of a new updated Law Enforcement Mutual Aid Agreement to be implemented in 2014!



THE PATH FORWARD



WHAT DOES MEMBERSHIP IN ILEAS OFFER TO LOCAL LAW ENFORCEMENT AGENCIES?

ILEAS is the largest and most effective law enforcement mutual aid organization in the United States. Over 900 counties, cities and other units of local government have joined ILEAS. ILEAS member agencies employ over 95% of the law enforcement officers in Illinois. ILEAS' motto is "Strength Through Cooperation." Its continuing mission is to reduce costs and increase effectiveness of local law enforcement through the combining and sharing of resources and statewide coordination of mutual aid. ILEAS has been recognized by state and federal authorities as having one of the most robust law enforcement mutual aid capabilities in the United States.

STATEWIDE MUTUAL AID

When joining ILEAS, every city, county or special district which has a law enforcement capability signs the same Law Enforcement Mutual Aid Agreement. This agreement 1) provides the capability to request or to deploy law enforcement resources both regionally and across the State of Illinois at no cost, and 2) creates the organization called ILEAS which coordinates those mutual aid requests 24 hours a day and 365 days a year. Examples include the historic Southern Illinois Flooding (2011), the tornadoes that struck Harrisburg (2012) and Washington (2013). Those affected Chiefs of Police and Sheriffs made one call to ILEAS which coordinated the response statewide. Dozens of local law enforcement officers responded to each of those calls for help – at no cost to the requesting agencies. If a disaster is declared and public assistance is authorized, ILEAS assists the responding and requesting agencies in applying for cost reimbursements from the State or Federal government. Additionally, the ILEAS mutual aid agreement provides a mutual understanding of liability with regard to insurance coverage and worker's compensation.

SPECIALIZED TEAMS OF LOCAL OFFICERS AND DEPUTIES

ILEAS has also created regionalized, multi-jurisdictional specialized teams drawn from participating agencies which are capable of responding throughout the State when necessary. These teams include Special Response Teams (SRT) and Mobile Field Force (MFF) teams. The SRT teams are regionally based SWAT teams of 25 to 35 officers that have received hundreds of hours of Federally-approved training and are equipped with the highest quality equipment available. The SRT teams can provide basic SWAT services across the State and are also trained to manage tactical problems in a contaminated or potentially contaminated environment.

The Mobile Field Forces are also regionally based and each team consists of approximately 60 highly trained and equipped officers from participating

agencies who are specially trained to deal with civil unrest and crowd control while respecting everyone's First Amendment rights. The MFF teams are also trained to provide Law Enforcement Patrol Team services to provide long term police services after disasters strike. They are, in essence, a portable police department that can be moved anywhere in the State to assist stricken jurisdictions. ILEAS also provides funding for and supports nine local Bomb Teams in Illinois.

DISASTER ASSISTANCE

When a disaster strikes requiring more law enforcement resources than your city, town, village or county has available, ILEAS will notify other member agencies in the region and coordinate as many officers and equipment requested. At least one ILEAS employee with years of law enforcement disaster management experience will be available to respond to provide planning support for the affected chief or sheriff. ILEAS will work with the Illinois State Police, the Illinois Emergency Management Agency and other state and regional agencies to ensure a coordinated response providing tools for the stricken agency to effectively and efficiently manage the situation. ILEAS does NOT take over or manage the incident. That responsibility and authority remains with the local law enforcement executives and civil authorities. ILEAS provides support, both in terms of resources and planning advice based on experience. Go to the ILEAS home page at www.ileas.org for video testimonials regarding previous responses to local disasters.

ILEAS GOVERNANCE

As defined in the Illinois Intergovernmental Cooperation Act, ILEAS is a public agency which has representative oversight and a staff based in Urbana, Illinois. ILEAS has a 21-member Governing Board consisting of, 1) eight chiefs of Police and eight sheriffs elected by the member agencies based out of eight regions throughout the State, 2) representatives from the Illinois Association of Chiefs of Police and the Illinois Sheriffs' Association, 3) an appointee of the Director of the Illinois State Police and 4) two appointees from the Chicago Police Department. ILEAS is subject to the Open Meeting Act, the Freedom of Information Act, conducts annual independent financial audits and complies with other statutes governing public agencies. ILEAS receives its funding in the form of Federal Homeland Security Grants provided to ILEAS by the Illinois Emergency Management Agency. Members pay a very low annual dues based on the agency size. Most agencies dues equal the cost of one tank of gas for a squad car.

ILEAS is not a State agency. It is a separately-existing public agency that is formed by a consortium of public agencies which have come together by intergovernmental agreement for the mutual benefit of all of the signatory public agencies. ILEAS exists to provide operational support and services to local law enforcement by harnessing and cultivating the power of collaboration and cooperation!



COMPARING THE OLD AND NEW MUTUAL AID AGREEMENTS

Since 2003, there has been an ILEAS mutual aid agreement which was initially executed by a multitude of public agencies in the wake of the events of the September 11th terrorist attacks. The original mutual aid agreement has never been updated, modified or changed since its inception. The elected representatives of those agencies desire to enhance and reaffirm their commitment to law enforcement mutual aid while outlining more specifics with regard to the relationship that currently exists between each of the public agencies forming ILEAS as a public agency and ILEAS itself.

SIMILARITIES BETWEEN THE CURRENT AND NEW AGREEMENTS

- Mutual aid is handled exactly the same
 - ✦ Agencies can request mutual aid assistance and receive it in the exact same fashion under the new agreement as it can pursuant the current agreement
 - ✦ The chief executive of the requesting agency is still in charge of any incident where mutual aid is rendered
- The Governing Board process is virtually identical
 - ✦ The Governing Board will still be based on elections of chiefs and sheriffs in the regions and with the appointed members from the Illinois State Police, Chicago Police and the Illinois Association of Chiefs of Police and the Illinois Sheriff's Association.
 - ✦ The current Governing Board stays in place until 2015 when regional elections take place.
- The ILEAS operation will not change
 - ✦ ILEAS will still employ staff to manage the mutual aid requests, special teams support, regional planning support, grant processing, etc.

DIFFERENCES BETWEEN THE CURRENT AND NEW AGREEMENTS

- The clarity of intent that the signatory member public agencies agree to create ILEAS
 - ✦ The original agreement established the ILEAS Governing Board in one sentence. Pursuant to that, the Governing Board was created and adopted by-laws which guides its actions.
 - ✦ The new mutual aid agreement provides a very detailed and specific process for governance so that every agency signing the agreement understands the underpinnings of ILEAS, the nature of the organization, how ILEAS is governed and a clear description of the relationship of the parties executing and being formed by the agreement.
- The inclusion of the basic by-laws into the actual agreement
 - ✦ A significant portion of the new agreement sets out the process by which ILEAS is governed in a fashion that is consistent with the laws and regulations of the State of Illinois while adding clarity to the operations of ILEAS.
 - ✦ Working off the original agreement which was determined to be adequate but not ideally detailed in a fashion that promoted the adaptability and modern needs of ILEAS and those forming ILEAS, the Governing Board desires to have a set of processes which more specifically identifies how ILEAS works and recognizes the need of ILEAS to change as circumstances change.
- The establishment of an amendment process so that the agreement can be kept current without completely replacing it each time an improvement is necessary
 - ✦ The original agreement did not provide for an amendment process. If new laws or regulations require a change in the agreement, ILEAS would have to go through the entire process of implementing a new agreement by having all 900 members sign anew.

- ✦ The new agreement provides a process that amendments can be made by a vote of signatory public agencies instead of implementing an entirely new agreement

- Creating a smooth transition from the original agreement to the new agreement over a period of time
 - ✦ The new agreement is written in such a way that the current agreement and the new agreement can co-exist for a period of time to avoid operational disruption.
 - ✦ ILEAS' goal is to get every agency to sign onto the new agreement as soon as possible; but failure to sign the new agreement will not jeopardize an agency's ability to respond to or request mutual aid.
- More clearly defining the legal foundation of ILEAS and signatory public agencies' agreement
 - ✦ As time passes and the legal environment changes, organizations need to constantly examine their foundational documents to ensure that they are compliant with current laws and court cases.
 - ✦ ILEAS is a unique organization that only has a handful of peer agencies in Illinois and it does not fit into common categories such as a unit of local government like a city or county. Because ILEAS is a public agency without the ability to levy a tax, a well-established foundation is necessary to ensure ILEAS is on solid legal footing in the future.
- Establishes a more specific minimum level of insurance coverage for participating agencies.
- Expands the definition of Law Enforcement Personnel to include Correctional Officers so that sheriffs can utilize the ILEAS mutual aid agreement to assist each other with jail emergencies

This new agreement establishes a smooth transition from the original agreement to the new agreement over a period of time. The new agreement is written in such a way that the current agreement and the new agreement can co-exist for a period of time to avoid operational disruption. ILEAS' goal is to get every agency to sign onto the new agreement as soon as possible; but a delay to sign the new agreement will not jeopardize an agency's ability to respond to or request mutual aid.





There is no place for ILEAS to sign the agreement because your agreement is with the hundreds of other agencies that are signing the exact same agreement. You are not entering into an agreement with ILEAS, you are creating a stronger ILEAS and reaffirming your commitment to law enforcement mutual aid throughout the State of Illinois. As part of its centralization and coordination responsibilities, ILEAS will collect all the signed agreements and keep them on file.

HOW TO IMPLEMENT THE NEW MUTUAL AID AGREEMENT

ILEAS' goal is to get every current member to sign the new mutual aid agreement in the next year. ILEAS has worked to make the process as simple as possible. Here are the pertinent steps to getting your agency onto the new agreement:

ARE YOU A PUBLIC AGENCY?

- A public agency is defined by the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)). Counties, municipalities, townships, special districts, school districts, and public community college districts are all examples of public agencies.
- If you are not a public agency, but your agency has lawful police power and you want to maintain your participation in ILEAS or are interested in joining, please review paragraph six of the mutual aid agreement and contact Jim Page at ILEAS at 217-328-3800.

OBTAIN A COPY OF THE NEW AGREEMENT

- ILEAS is mailing a hard copy to every local law enforcement agency in Illinois. The new agreement is also available for download online at www.ileas.org.
- Please note that every agency must adopt the same agreement. The key to regional and statewide mutual aid is that every agency adopt the identical agreement to all others. For that reason, individual modifications to the agreement cannot be accepted.
- If your city or county attorneys have questions, please direct them to ILEAS at 217-328-3800 or to Executive Director Jim Page at jpage@ileas.org.

ADOPTION

Your county, city, town, village or other public agency is empowered to join ILEAS by several Illinois laws. You may want to review the following:

- Constitution of the State of Illinois (Ill. Const. Art. VII, § 10)
- Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.)
- Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 et seq.)
- Illinois Municipal Code (65 ILCS 5/11-1-2.1)

However, the procedures your agency needs to follow to adopt this agreement also depend on your own local rules and legislation. Most agencies will pass a resolution through a board or council. A sample resolution to get you started is available for download online at www.ileas.org.

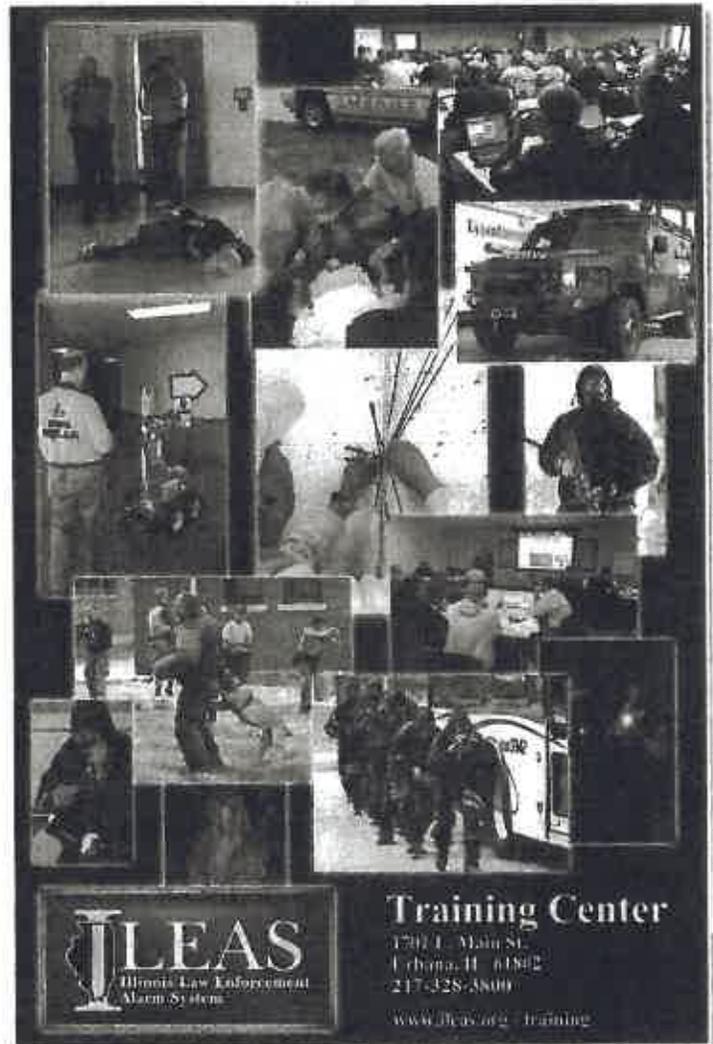
Whether through ordinance, resolution or other procedure employed by your public agency, your public agency should clearly authorize someone, or someone who holds a specific office, to sign the new mutual aid agreement. Remember, the individual who signs is signing not for themselves but as a representative of the public agency which is desiring to become part of a mutual aid agreement – a public agency is never a person or position (even if elected).

SIGNATURE

Near the end of the new agreement, your public agency, through a recognized agent of the public agency, will find the place to sign and notarize your agreement. This should be completed in the presence of a Notary Public by an agent of your county, city, town, village or other public agency who has been given the authority to sign this agreement.

FILING

- Print and sign two documents. Keep one original for your records. Send a signed original to ILEAS along with any supporting documentation deemed appropriate such as the adoptive resolution.
- ILEAS will provide a copy by posting it on a secured website established just for your agency.



For further information, please contact us at:
ILEAS Administrative Office
1701 E. Main Street
Urbana, IL 61802
(217) 328-3800 • www.ileas.org

Law Enforcement Mutual Aid Agreement

This Law Enforcement Mutual Aid Agreement (LEMAA) is executed, in multiple counterparts, by the Public Agency shown on last page hereof on the date that is set forth on the last page of this LEMAA for the uses and purposes set forth herein.

Whereas, the undersigned Public Agency of the State of Illinois does hereby declare that it is in the best interest of the Signatory Public Agency to make provision for law enforcement Mutual Aid in the event the undersigned Public Agency should need law enforcement Mutual Aid, and;

Whereas, the undersigned Public Agency of the State of Illinois recognizes that law enforcement Mutual Aid is only effective if those Public Agencies who could potentially benefit from law enforcement Mutual Aid are willing to provide law enforcement Mutual Aid to other Public Agencies who are willing to enter into a Mutual Aid agreement such as this Mutual Aid agreement, and;

Whereas, in the State of Illinois, there exist constitutional and statutory provisions enabling and supporting the formation of intergovernmental agreements on matters such as law enforcement Mutual Aid, *towit*, the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 *et seq.*) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1), and;

Whereas, in order to have an effective law enforcement Mutual Aid system, it is necessary and desirable to have a third party entity that can support, centralize, coordinate and organize the provision of law enforcement Mutual Aid by and among Signatory Public Agencies to the law enforcement Mutual Aid agreement, and;

Whereas, this LEMAA is made in recognition of the fact that natural or man-made occurrences may result in Emergencies or Disasters that exceed the resources, equipment and/or Law Enforcement Personnel of a given Public Agency; each Public Agency which signs a copy of this LEMAA intends to aid and assist the other participating Public Agencies during an Emergency or Disaster by temporarily assigning some of the Responding Public Agency's resources, equipment and/or law enforcement personnel to the Requesting Public Agency as circumstances permit and in accordance with the terms of this LEMAA; the specific intent of this LEMAA being to safeguard the lives, persons and property of citizens of the State of Illinois during an Emergency or Disaster by enabling other Public Agencies to provide additional resources, equipment and/or Law Enforcement Personnel as needed, and;

Whereas, since approximately 2002, there has existed in the State of Illinois an Illinois Law Enforcement Alarm System law enforcement Mutual Aid agreement ("Prior Mutual Aid Agreement") which was initially executed by a multitude of signatory parties in the wake of the events of the 911 terrorist attacks and (even though the needs of law enforcement have changed, grown and advanced in various regards) the Prior Mutual Aid Agreement has never been updated, modified or changed since its inception, it is now the desire of the Signatory Public Agency to this LEMAA to enhance and reaffirm its commitment to law enforcement Mutual Aid in the State of Illinois while providing more particularity to the relationship that exists between each of the Signatory Public Agencies to this LEMAA and the third party agency, the Illinois Law Enforcement Alarm System, created by such Signatory Public Agencies,

Now, therefore, the undersigned Public Agency, does hereby enter into this LEMAA with each and every other Public Agency which signs a counterpart copy of this LEMAA and agrees and contracts as follows:

1. Definitions. The following definitions apply to this Mutual Aid Agreement (the plural version of any defined term meaning two or more instances of the defined term):

a. **Disaster** – An occurrence, or the reasonable threat or possibility of an occurrence of, any of the following: widespread or severe damage; injury or loss of life or property resulting from any natural or technological cause, including but not limited to, fire, flood, earthquake, windstorm, tornado, hurricane, severe inclement weather, hazardous materials spill or other water or ground contamination requiring prompt action to avert danger or damage; epidemics, contaminations, blight, extended periods of severe and inclement weather, drought, infestation and critical shortages of essential products, fuels and energy; explosion; riot; significant or large scale civil insurrection or disobedience; hostile military or paramilitary action, or; acts of domestic terrorism.

b. **Emergency** – A natural or man-made situation that threatens to cause, or causes, loss of life and/or property and exceeds the physical and/or organizational response capabilities of a unit of local, state or federal government.

c. **Illinois Law Enforcement Alarm System** (or the abbreviation "ILEAS") – the third party Public Agency formed by Signatory Public Agencies to this LEMAA, or continued from the Prior Mutual Aid Agreement, to promote and facilitate law enforcement Mutual Aid in the State of Illinois, and;

d. **Initial Governing Board** – The first Governing Board of ILEAS established after two or more Public Agencies enter into this LEMAA.

e. Law Enforcement Personnel – An employee of a Signatory Public Agency to this LEMAA who is a law enforcement officer, county corrections officer or court security officer, as defined in Section 2 of the Illinois Police Training Act (50 ILCS 705/2).

f. LEMAA – This agreement.

g. Mutual Aid – Assistance provided by a Public Agency to another Public Agency pursuant to a definite and prearranged written agreement in the event of an Emergency or Disaster.

h. Prior Mutual Aid Agreement – a certain Mutual Aid Agreement having initial signatories in 2002 (with other signatory parties beginning their participation at a time later than the initial signatory parties) and which reflects a document modification date of "October 23, 2002" in the footer of the signature page (page 5).

i. Prior Signatory Public Agency – A Public Agency which executed the Prior Mutual Aid Agreement and has neither terminated its participation in the Prior Mutual Aid Agreement nor entered into this LEMAA.

i. Public Agency – Such units of government as are defined as a public agency by the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)).

j. Requesting Public Agency – A Signatory Public Agency to this LEMAA that has primary jurisdiction over the site of an Emergency or Disaster which, due to its perceived insufficient resources, equipment and/or Law Enforcement Personnel, would be unable to provide an adequate response to an Emergency or Disaster without the assistance of others.

k. Responding Public Agency – A Signatory Public Agency to this LEMAA that provides resources, equipment and/or Law Enforcement Personnel to a Requesting Public Agency during an Emergency or Disaster.

l. Signatory Public Agency – a Public Agency that has executed this LEMAA by signature of an authorized individual for the Public Agency under the authority of the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the final approval required of the Public Agency in order to execute the LEMAA.

2. Agreement to Participate in Law Enforcement Mutual Aid.

The Signatory Public Agency to this LEMAA agrees that, in the event of an Emergency or Disaster, it will respond to requests for assistance by a Requesting Public Agency with such Law Enforcement Personnel, equipment, resources, facilities, or services as are, in the opinion of the Responding Public Agency,

available and useful and being requested by a Requesting Public Agency. Possible responses shall include, but not be limited to, merely being on "stand by," providing the benefit of prior experience or consultation and/or actual "hands-on" participation in law enforcement activities in the jurisdiction of the Requesting Public Agency any one of which may also entail the provision of equipment, resources, facilities or other services. Provided, however, that each Responding Public Agency reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction's property, citizenry or personnel.

It is expected that requests for Mutual Aid under this Agreement will be initiated only when the needs of the Requesting Public Agency exceed its resources. Responding Public Agencies' resources will be released and returned to their own respective jurisdictions by the Requesting Public Agency as soon as the situation is restored to the point where the Requesting Public Agency is able to satisfactorily handle the emergency or disaster with its own resources or when a Responding Public Agency decides to recall its assistance.

Whenever an Emergency or Disaster is of such magnitude and consequence that it is deemed advisable by the highest-ranking officer present of the Requesting Public Agency to request assistance from a Responding Public Agency, he is hereby authorized to do so under the terms of this LEMAA. The highest-ranking officer present of the Responding Public Agency is authorized to, and shall forthwith take, the following actions:

- Immediately determine what type of assistance is being requested.
- Immediately determine if the requested resources, equipment and/or Law Enforcement Personnel can be committed to the Requesting Public Agency.
- Immediately dispatch, in consultation and coordination with the ILEAS dispatcher, the resources, equipment and/or Law Enforcement Personnel that are available to the Requesting Public Agency.

At the Emergency or Disaster site, the highest-ranking officer of the Requesting Public Agency who is present shall assume full responsibility and command for operations at the scene. Law Enforcement Personnel from the Responding Public Agencies shall report to, and shall work under, the direction and supervision of the Requesting Public Agency. Provided, however, that at all times, the personnel of the Responding Public Agency shall remain employees of their own agency and shall adhere to the policies and procedures of their own employer. While working under the direction of the Requesting Public Agency, Law Enforcement Personnel shall only be required to respond to lawful orders.

All equipment provided or services performed under this LEMAA shall be provided without reimbursement to the Responding Public Agency from the Requesting Public Agency. Nothing contained herein shall prohibit a Responding Public Agency or ILEAS from seeking reimbursement or defrayment of any expenses it may have incurred in responding to a Mutual Aid request from other sources. The Requesting Public Agency agrees to cooperate with any effort to seek reimbursement or defrayment of Mutual Aid expenses on the part of Responding Public Agencies or ILEAS.

All Requesting Public Agencies, Responding Public Agencies and ILEAS are required to keep expense and accounting records to identify the costs and expenses of any Mutual Aid provided under this LEMAA.

Each Responding Public Agency shall assume sole responsibility for insuring or indemnifying its own employees, as provided by state, federal law and/or local ordinance, and for providing personnel benefits, including benefits that arise due to injury or death, to their own employees as required by state or federal law just as if the employee would have been working as an employee of the Responding Public Agency in its own home jurisdiction. Each Responding Public Agency shall also be responsible, regardless of fault, for replacing or repairing any damage to its own vehicles or equipment that occurs while providing assistance under this LEMAA.

The Requesting Public Agency agrees that this LEMAA shall not give rise to any liability or responsibility for the failure of any other Signatory Public Agency to respond to any request for assistance made pursuant to this LEMAA.

Each Responding Public Agency under this LEMAA further agrees that each Responding Public Agency will be responsible for defending itself in any action or dispute that arises in connection with, or as the result of, this LEMAA and that each Responding Public Agency will be responsible for bearing its own costs, damages, losses, expenses and attorney fees.

3. The Illinois Law Enforcement Alarm System. By agreement by and between each Signatory Public Agency to this LEMAA, there is and was formed and exists a third party Public Agency, created by the Signatory Public Agency parties to this LEMAA and by virtue of this LEMAA, which shall be known as the Illinois Law Enforcement Alarm System (hereinafter referred to as "ILEAS"). The following provisions apply to ILEAS:

a. The Public Agency ILEAS shall have a governing board, consistent with the meaning of the phrase "governing board" in 5 ILCS 220/2(1), which shall be known as the "Governing Board."

1. **Governing Board Composition and Voting.** The Governing Board of ILEAS shall consist of the following individual

members, described as follows:

- (a). Members of the Initial Governing Board – The individuals designated on Exhibit A will be members of the Initial Governing Board of ILEAS and shall serve until such time as their successors are elected or appointed, as the case may be.
- (b). Composition of the Governing Boards of ILEAS after the Initial Governing Board members have served their term shall be as follows, who shall serve until such time as their successors are elected or appointed, as the case may be:
 - 16 elected members representing eight (8) established ILEAS regions – there shall be one elected Sheriff member and one elected Chief of Police member from each of the eight (8) established ILEAS regions and the elected Sheriff member and the elected Chief of Police member shall be designated as the “Co-Chairs” from that region;
 - a permanent, non-elective Governing Board membership for the Illinois State Police Director or the Director’s designee,
 - a permanent, non-elective Governing Board membership for the President of the Illinois Association of Chiefs of Police or that President’s designee,
 - a permanent, non-elective Governing Board membership for the President of the Illinois Sheriff’s Association or that President’s designee.
 - two permanent, non-elective Governing Board memberships for the City of Chicago, Illinois or those persons designated by the Superintendent of Police, Chicago, Illinois.

Subject to the foregoing provisions of this subparagraph (b), no Public Agency shall be permitted to designate (as a candidate for election or appointment) a Governing Board Member unless that

Public Agency is a Signatory Public Agency and every Governing Board Member must be affiliated by employment with, or relation to, a Signatory Public Agency.

The President of ILEAS, with the advice and consent of the Governing Board of ILEAS, may appoint any number of *Ex-Officio* Governing Board consultants for the benefit of obtaining their counsel and advice but such individuals, if any, as are appointed to *Ex-Officio* Governing Board consultant positions shall not have any voting rights on matters to be decided by the Governing Board and, relative to the Board, are not agents or servants of the Governing Board, ILEAS or any Signatory Public Agency.

- (c). Members of Governing Boards of ILEAS after the Initial Governing Board – For purposes of determining the elected members of the Governing Board after the Initial Governing Board, the State of Illinois shall be divided into eight (8) regions which are shown on Exhibit B hereto. Any Signatory Public Agency to this LEMAA may nominate any one or more eligible individuals from its region as a candidate for Governing Board membership, including an individual employed by the Signatory Public Agency. Only Signatory Public Agencies to this LEMAA may vote for representatives to be elected from their region. Each Signatory Public Agency to this LEMAA gets one vote for an elected Sheriff member and one vote for an elected Chief of Police member from its region. Starting in 2015, the election of Governing Board members shall occur every two years in March of the year on a date to be determined by the Governing Board members in office in the October prior to the date of the election. Should a given Governing Board member vote result in a tie between candidates, the two or more candidates with the same highest number of votes shall participate in a "coin toss" selection process to determine who shall fill that Governing Board member position.
- (d). In the event that an elected Governing Board member dies, retires, resigns, is no longer employed by his employer in the same capacity as at the time of his

election or is otherwise unwilling or unable to serve the balance of that member's term, then a replacement Governing Board member from the same region as the Governing Board member being replaced shall be chosen by the remaining Governing Board member from that Region and shall serve until the next Governing Board member vote. If both Governing Board members from a given Region are no longer in office at the same time, then, by majority vote of the remaining Governing Board members still holding office, two replacements shall be chosen from that same Region (in individual, separate votes) and shall serve until the next Governing Board member vote. The replacement Governing Board member shall be a Sheriff if a Sheriff is being replaced and shall be a Chief of Police if a Chief of Police is being replaced.

- (e) Matters before the Governing Board for decision shall be decided by majority vote of a quorum of the voting members. A quorum for the conducting of the business of the Governing Board shall be established by the Bylaws promulgated by the Governing Board. Nothing contained herein shall prohibit the establishment of committees or subcommittees of the whole for the conduct of business as expressed in the Bylaws promulgated by the Governing Board.
2. Governing Board to Promulgate a Plan of Operation. The Governing Board shall cause to be promulgated a Plan of Operation for the giving and receiving of Mutual Aid under the provisions of the LEMAA and shall promulgate Bylaws for the management of ILEAS. Both the Plan of Operation and Bylaws may be modified from time to time based upon the majority vote of the then current members of the Governing Board.
 3. Governing Board Compensation. All officers, members and *ex-officio* members of the Governing Board shall serve without compensation.
 4. Regional Governing Boards. In each of the Regions, in addition to the co-chairs for that region, there may be elected a secretary, treasurer and sergeant at arms for that Region as well as any number of *ex-officio* members as that Region

desires.

- b. The Public Agency ILEAS shall have a President, Vice President, Secretary, Treasurer and Sergeant at Arms who shall be appointed by and from the Governing Board of ILEAS, at its discretion. The officers shall have the duties, responsibilities and powers accorded to them by the Bylaws of ILEAS as the Bylaws are established and may be amended from time to time by the Governing Board.
- c. The Public Agency ILEAS shall have an Executive Director, appointed by the Governing Board at its discretion, who shall be the chief operating officer of ILEAS and who shall have the duties, responsibilities and powers accorded to the Executive Director by the Bylaws of ILEAS as the Bylaws are established and may be amended from time to time by the Governing Board.
- d. The Public Agency ILEAS shall have the authority, right and power to:
 - 1. coordinate law enforcement Mutual Aid responses by and among Signatory Public Agencies to this LEMAA and act as a central receiving point for Mutual Aid requests;
 - 2. solicit and receive commitments from Signatory Public Agencies to respond to a Mutual Aid request and coordinate and provide support for any legal documentation necessary or desirable to effectuate the provision of law enforcement Mutual Aid;
 - 3. maintain an electronic mutual aid database to which all Signatory Public Agencies provide information related to each respective Signatory Public Agency's manpower, resources and equipment necessary to respond to a Mutual Aid request and to which all Signatory Public Agencies have access;
 - 4. identify through the mutual aid database individuals from Signatory Public Agencies with the ability, training and qualifications suitable for Mutual Aid responses, together with the necessary equipment and other resources as requested by the Requesting Public Agency;
 - 5. coordinate and provide a facility for training exercises and education;
 - 6. solicit, obtain and administer funds for the operations and functions of ILEAS and the provision of law enforcement

Mutual Aid in the form of grants, donations, endowments or allocations of funds from other governmental agencies or other sources (but not from the issuance of any debt obligations), to assess Board-approved dues on Signatory Public Agencies and to obtain reimbursement, payment, advances or funds from any governmental entity or agency which provides, allocates or administers funds to defray, pay or reimburse the expenses of those entities participating in Mutual Aid efforts;

7. provide accounting, budgeting, estimation, documentation, archival and general administrative support for law enforcement Mutual Aid deployments (actual, planned, proposed or contemplated) and the general operations of ILEAS;
8. obtain indemnity, casualty, liability and worker's compensation insurance for the operations of ILEAS in amounts and under terms deemed appropriate by the Governing Board;
9. employ support personnel to perform the functions and operations of ILEAS;
10. enter into contracts, agreements, purchase agreements and leases necessary to the functions and operations of ILEAS;
11. provide and display identification, signage, insignias, patches or other indicia which identify ILEAS employees and agents if and when such employees and/or agents are on site to coordinate or facilitate disaster and/or emergency relief performed by various Responding Public Agencies;
12. to own, hold, supply, borrow or lend, in ILEAS' name, such personal property as deemed necessary by the Governing Board to the purposes, functions and operations of ILEAS;
13. facilitate, enhance or enable interagency communication relative to the provision of Mutual Aid;
14. provide to Signatory Public Agencies to this LEMAA such information as is useful to them relative to what resources are available from ILEAS or other Signatory Public Agencies to this LEMAA ;
15. maintain a listing or database of available equipment, available animals and alleged independent contractor

experts in various fields that would serve as a resource to ILEAS and any Signatory Public Agency to this LEMAA which listing would be made available to such Signatory Public Agencies with the understanding on the part of the requesting Signatory Public Agency that ILEAS:

- (a) does not represent, provide, recommend or warrant to any Signatory Public Agency the appropriateness, integrity, quality, or qualifications of any listed resource, equipment or animal for a given use (such determination to be made solely by the requesting Signatory Public Agency), and;
 - (b) does not furnish, employ, provide, retain or have as its agent, any alleged expert whose contact information is provided to the Signatory Public Agency, such alleged expert being solely an independent contractor and, further, does not represent, recommend or warrant to any Signatory Public Agency the appropriateness, integrity, training, quality or qualifications of any alleged expert (such determinations to be made solely by the requesting Signatory Public Agency), and;
 - (c) relative to any animal, does not represent, recommend or warrant to any Signatory Public Agency the appropriateness, training, behavioral characteristics, quality or qualifications of any animal for a given use (such determination to be made solely by the requesting Signatory Public Agency).
16. engage in such other activities as support, enhance or enable Mutual Aid by and between the Signatory Public Agencies to this LEMAA.
- e. It is not the function, responsibility or purpose of ILEAS to warrant or endorse the sufficiency or talents of, deploy, supply, direct, command or manage any Law Enforcement Personnel responding to Mutual Aid requests under this LEMAA. Any Law Enforcement Personnel responding to a law enforcement Mutual Aid request under this LEMAA shall be Law Enforcement Personnel of a Responding Public Agency (and not of ILEAS) and shall take their orders from commanding officers of either the requesting Public Agency or the Responding Public Agency, as otherwise detailed in this LEMAA. In general, ILEAS' function in a Mutual Aid deployment is to receive the Mutual Aid request, identify and contact

appropriate potential responding Signatory Public Agency responders, obtain commitments from such potential Signatory Public Agency responders that they will respond to the Mutual Aid request, identify those Signatory Public Agencies who will respond to the Mutual Aid request of the Requesting Public Agency, provide ILEAS' expertise, services and experience relative to issues associated with Mutual Aid deployments and continue to monitor the adequacy of the Mutual Aid response to be able to respond if the Requesting Public Agency determines more assistance is needed and review the sufficiency of the Mutual Aid response that was made. ILEAS may, in its discretion, establish an on site presence at the Mutual Aid site when the Requesting Public Agency or the Responding Public Agencies believe such presence is useful to the purposes and functions of ILEAS and/or the Requesting Public Agency or the Responding Public Agencies.

4. Additional Signatory Public Agency Provisions

- a. Each Signatory Public Agency to this LEMAA agrees to maintain liability insurance with a Best's rated A- or better insurance company or a self insurance trust fund in the face or indemnity amount of at least one million dollars (\$1,000,000.00) which would provide, *inter alia*, liability coverage for any activities in which the Signatory Public Agency to this LEMAA might engage under this LEMAA.
- b. Each Signatory Public Agency to this LEMAA agrees to provide to ILEAS information about the equipment, resources and personnel of its Public Agency, jurisdictional and regional demographic information, contact information, National Incident Management Systems information and Reception Site Staging information which may be used by ILEAS to aid in ILEAS' support role under this LEMAA. The Executive Director of ILEAS shall prepare a document, which will be amended from time to time, which requests the information desired and send it to each Signatory Public Agency for completion and update. Each Signatory Public Agency to this LEMAA agrees that ILEAS may distribute any information obtained by the Executive Director to any other Signatory Public Agency to this LEMAA who may request such information for Mutual Aid purposes.
- c. Each Signatory Public Agency to this LEMAA agrees that it will not hold itself out as an agent of ILEAS or any Public Agency other than itself and will instruct each of its employees that they are not to hold themselves out as employees or agents of ILEAS or any

Public Agency other than the one as to which they are actually agents or employees. Further, each Signatory Public Agency to this LEMAA agrees to monitor the activities of its agents and employees to maintain compliance with this provision of the LEMAA.

- d. Each Signatory Public Agency to this LEMAA understands that, under the Constitution of the State of Illinois (Ill. Const. Art. VII, §10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), ILEAS may only be delegated authority, abilities and powers that the Signatory Public Agency to this LEMAA has itself. To the extent that a Signatory Public Agency to this LEMAA does not have legal authority to participate in cooperative law enforcement mutual aid, this LEMAA is void and of no effect relative to such Signatory Public Agency.
- e. It is the intent of each Signatory Public Agency to this LEMAA that ILEAS be created with all the powers enumerated herein and without further restrictions on those powers. Therefore, each Signatory Public Agency agrees that, if that Signatory Public Agency is determined to not have the authority or powers that are coextensive with those granted to ILEAS in this LEMAA or it is determined that the Signatory Public Agency is limited in the exercise of its authority or its powers to a greater extent than ILEAS is limited by this LEMAA, rather than limiting the powers of ILEAS, that finding will cause the Signatory Public Agency's participation in the creation of ILEAS to be void *ab initio* and Section 3 of this LEMAA shall not apply to such a Signatory Public Agency. Such a finding will not, however, invalidate the Signatory Public Agency's adoption of this LEMAA for purposes of providing and receiving law enforcement Mutual Aid.
- f. Each Signatory Public Agency to this LEMAA warrants that:
 1. It is a Public Agency under the laws of the State of Illinois.
 2. It is authorized by the legal process and laws applicable to that Public Agency that it has the full authority and right to enter into this LEMAA.
 3. To the extent that it is called upon to provide Law Enforcement Personnel as a Responding Public Agency, the Law Enforcement Personnel the Signatory Public Agency to this LEMAA provides have been properly credentialed by the Illinois Law Enforcement Training Standards Board to be a law enforcement officer, county corrections officer or court security officer in the State of Illinois and have been trained

relative to the types of tasks that the Law Enforcement Personnel will be undertaking relative to the mutual aid request.

4. To the extent that it is called upon to provide equipment as a Responding Public Agency, the equipment the Signatory Public Agency to this LEMAA provides is in good working order with no known defects, problems, faults or limitations that would make its use dangerous or impractical.

5. Termination of Participation in LEMAA

- a. Any Signatory Public Agency to this LEMAA has the right to terminate its participation in this LEMAA upon ninety (90) days notice to ILEAS. ILEAS shall notify remaining Signatory Public Agency parties to the LEMAA of the notice of termination.
- b. To the extent that a Signatory Public Agency incurs an obligation under this LEMAA prior to the expiration of the ninety (90) day notice of termination period, nothing contained in this section shall be interpreted to mean that that Signatory Public Agency should not meet its obligation under this LEMAA. Termination is automatically effective upon the expiration of the ninety (90) day period without further action by any party.

6. Non-Member Affiliates

- a. **Definition of Status** – A non-member affiliate of ILEAS is an incorporeal entity, which is not a public agency, but which has been vested with police powers by the State of Illinois, and which:
 1. would be eligible to request or provide law enforcement mutual aid, and;
 2. has agreed with ILEAS, under the provisions of this LEMAA, to be a non-member affiliate and abide by the provisions of this Agreement applicable to a non-member affiliates.
- b. **Purpose of Non-Member Affiliate Status** – While only Public Agencies may enter into this LEMAA and form ILEAS, there exists value to the public agencies forming ILEAS in having non-member affiliates to provide counsel, advice, experience and different points of view with respect to the problems and issues confronted and addressed by the Public Agencies which have formed ILEAS. As well, as situations sometimes call for coordination with entities with

police power which are not Public Agencies, advance cooperation, planning, coordination and sharing with such entities remains valuable to the Signatory Public Agencies forming ILEAS. As well, in situations of emergency or disaster and to the extent permitted by law, law enforcement services may be provided or given by non-member affiliates under agreements approved by the Governing Board of ILEAS.

- c. Participation by Non-Member Affiliate – A non-member affiliate becomes or remains a non-member affiliate at the sole discretion and pleasure of the Governing Board of ILEAS.
- A non-member affiliate may:
 1. send its law enforcement officers to participate in ILEAS-organized training and educational events upon terms and conditions determined by ILEAS;
 2. have its representative agent serve, at the discretion of the President of ILEAS and with the advice and consent of the Governing Board of ILEAS, as an *ex-officio* Governing Board Consultant;
 3. at the discretion of ILEAS, provide advice and counsel to ILEAS relative to a mutual aid situation.
 4. to the extent permitted by law:
 - (a) and under terms and conditions to be determined by the Governing Board of ILEAS, enter into agreements permitting peace officers of a non-member affiliate to provide law enforcement services, in an emergency or disaster, to Signatory Public Agencies and utilize ILEAS coordination services.
 - (b) and under terms and conditions to be determined by the Governing Board of ILEAS, enter into agreements permitting Signatory Public Agencies to provide law enforcement services, in an emergency or disaster, to the non-member affiliate and utilize ILEAS coordination services.
 - A non-member affiliate, or its representative(s) may not:
 1. represent to any third party or the public at large that it is a “member” of ILEAS or a Signatory Public Agency of ILEAS;

2. bind ILEAS, or any of the Signatory Public Agencies to this LEMAA, to any form of an agreement of any sort or kind;
 3. disclose to any third party or the public at large:
 - (a) the discussions to which its representatives may be privy at any Governing Board meeting,
 - (b) any documents, strategems or other planning activities associated with the business or activities of ILEAS or its Signatory Public Agencies,
 - (c) any information deemed by ILEAS or its Signatory Public Agencies as confidential in nature, with the presumption that, if the information was learned at any meeting or assemblage of ILEAS Directors, Officers or Signatory Party representatives, the information should be deemed confidential.
- A non-member affiliate shall:
 1. to the extent that it participates in ILEAS events, maintain liability insurance with a Best's rated A- or better insurance company or a self insurance trust fund in the face or indemnity amount of at least one million dollars (\$1,000,000.00) which would provide, *inter alia*, liability coverage for any activities in which the non-member affiliate might engage.
 2. advise any individual, who will be representing the non-member affiliate, of the terms and conditions of non-member affiliate status and direct that individual to act consistently with those terms and conditions.
 3. to the extent determined by the Governing Board of ILEAS, pay appropriate dues for a non-member affiliate.
 - d. Evidence of Participation as Non-Member Affiliate – Upon the endorsement of approval by the President of ILEAS' Governing Board of an application for non-member affiliate status, the incorporeal entity applying for non-member affiliate with ILEAS shall become a non-member affiliate with ILEAS.
 1. The granting of non-member affiliate status with ILEAS may be revoked at any time and for such reasons as the Governing Board sees fit in its sole discretion and choice.

2. Nothing associated with the granting of a status as a non-member affiliate shall be deemed to create a partnership, joint venture, or any other legal combination of entities, including but not limited to, any principal/agent status by or between the non-member affiliate and either ILEAS or a Signatory Public Agency.

7. Additional Provisions

- a. **Application of Law and Venue Provisions** - This LEMAA shall be governed by, and interpreted and construed under, the laws of the State of Illinois. The exclusive venue for the enforcement of the provisions of this Agreement or the construction or interpretation of this Agreement shall be in a state court in Springfield, Illinois.
- b. **Compliance with Laws** - All Signatory Public Agencies to this LEMAA agree to comply with all federal, state, county and local laws and ordinances as well as all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Signatory Public Agencies' respective performances of the provisions of this LEMAA.
- c. **Lack of Waiver** - Acceptance of partial performance or continued performance after breach of this LEMAA shall not be construed to be a waiver of any such breach.
- d. **Status of a Signatory Public Agency** – Nothing contained within this LEMAA shall be deemed to create, or be interpreted to intend to create, a joint venture, partnership or any other sort of legal association or combination of entities as between the Signatory Public Agencies to this LEMAA or as between ILEAS and any Signatory Public Agency to this LEMAA. Each Signatory Public Agency to this LEMAA is acting in its own individual capacity and not as the agent of any other Public Agency which is created by this or any other counterpart copy of this LEMAA or which is a Signatory Public Agency to this LEMAA.
- e. **Involuntary Termination of Participation in ILEAS** – Under terms and conditions established by the Board of Governors of ILEAS, a Signatory Public Agency may have its participation in this LEMAA involuntarily terminated. The terms and conditions shall describe those situations where such involuntary termination may occur and

the process to be followed to make the determination as to whether involuntary termination shall occur.

- f. **Immunities** - With respect to ILEAS and each and every Signatory Public Agency to this LEMAA, becoming a Signatory Public Agency to this LEMAA or performance under the terms of this LEMAA shall not be deemed to waive any governmental immunity or defense to which the Signatory Public Agency or ILEAS would otherwise be entitled under statute or common law in the absence of this LEMAA.
- g. **No Third Party Beneficiary** -This LEMAA is not intended nor expected to confer upon or entitle any person or entity, other than ILEAS and the Signatory Public Agencies to this LEMAA, any information, benefits, advantages, rights or remedies. It is expressly understood and agreed that enforcement of the terms and conditions of this LEMAA, and all rights of action relating to such enforcement, shall be strictly reserved to ILEAS and the Signatory Public Agencies to this LEMAA and nothing contained in this LEMAA shall give or allow any claim or right of action by any other or third person or entity (including, but not limited to, members of the general public) based on this LEMAA. It is the express intention of ILEAS and the Signatory Public Agencies to this LEMAA that any person or entity (other than ILEAS and the Signatory Public Agencies to this LEMAA) who may be deemed to receive services or benefits under this LEMAA shall be deemed to be only an incidental beneficiary to this LEMAA.
- h. **Paragraph Headings** - The captions and headings used in this LEMAA are only for convenience of reference and the organization of this LEMAA and shall not be construed as expanding, defining or limiting the terms and provisions in this LEMAA.
- i. **Severability** - If any part, term, or provision of this LEMAA is held by the courts to be invalid, unenforceable, contrary to law or in conflict with any of the laws of the State of Illinois, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties to this LEMAA shall be construed and enforced as if the LEMAA did not contain the particular part, term, or provision held to be invalid, unenforceable, contrary to law or in conflict with any law of the State of Illinois.

- j. Parol Evidence and Prior Mutual Aid Agreements - This LEMAA constitutes the entire agreement between the Signatory Public Agencies concerning this LEMAA's subject matter, whether or not written, and may not be modified except as otherwise provided herein.
- As between Signatory Public Agencies, this LEMAA supersedes, in its entirety, the Prior Mutual Aid Agreement concerning its subject matter.
 - As between Signatory Public Agencies to this LEMAA and Prior Signatory Public Agencies who have not executed this LEMAA, this LEMAA does not supersede the Prior Mutual Aid Agreement.
 - Nothing contained herein shall be deemed to affect other Mutual Aid agreements that a Signatory Public Agency to this LEMAA may have executed.
- k. Amendments – As it may be desirable, from time to time, to amend this LEMAA, this subsection shall govern that process. In the event that one or more signatory public agencies wishes to propose an amendment to this LEMAA, such signatory public agency(ies) shall communicate the proposed amendment to the Governing Board in the form of a resolution as to which there can be a vote for the resolution or against the resolution. No resolution may come to a vote unless at least ten (10) then-current signatory public agencies (including the signatory public agency(ies) proposing the amendment) endorse their written desire to have a vote on the resolution. In not less than 30 days nor more than 180 days after receipt of the proposed amendment with the requisite minimum of ten (10) endorsements, the Board shall communicate the proposed amendment to all then-current signatory public agencies to the LEMAA together with the date and time by which the signatory public agency must cast its vote for or against the resolution. Each then-current signatory public agency is entitled to one vote. The vote of the signatory public agency should be sent to whomever is the Executive Director at the time of the cutoff for receipt of the votes and such votes may be sent by letter, fax or email but may not be communicated orally (in person or by telephone). The sender assumes all risk that the communication of the vote will not be received in time so early voting is encouraged. The cutoff date and time for the vote to be received by the Executive Director must

not be sooner than fourteen 14 days after the Board has sent out its communication that an amendment has been proposed. The Executive Director shall be the sole individual to determine if the vote was received in a timely fashion in order to be counted and all votes shall be tallied within one day after the date when the voting was terminated. The resolution shall carry if the votes in favor of the amendment constitute greater than fifty percent (50%) of the total votes cast and shall fail if the votes against the amendment constitute less than or equal to fifty percent (50%) of the total votes cast. If the resolution carries, unless the resolution, by its terms, provides for a later date when it would be effective, the amendment is effective upon the determination by vote tally that the resolution carried. As soon as reasonably possible after the results of the voting have been determined, the Executive Director shall communicate the results of the voting to all then-current signatory public agencies.

- i. Notices - Notices concerning the withdrawal of a Signatory Public Agency from the terms and conditions of this LEMAA under Section 5 of this LEMAA shall be made to ILEAS at 1701 E. Main St., Urbana, Illinois 61802. Notice of any alleged or actual violations of the terms or conditions of this LEMAA shall be made to ILEAS at 1701 E. Main St., Urbana, Illinois 61802 and each other Signatory Public Agency to this LEMAA who is alleged to have committed the alleged or actual violation of the terms or conditions of this LEMAA.**
- m. Counterparts - This LEMAA may be, and is anticipated to be, executed in counterparts, each of which shall be deemed to be an original of this LEMAA.**

Balance of this page is intentionally left blank before the signature page.

Exhibit A

- William Smith, Captain, Illinois State Police
- Wayne Gulliford, Deputy Chief, Chicago Police Dept
- Steve Georgas, Deputy Chief, Chicago Police Dept
- Eric Smith, Chief of Police, Sherman, Illinois
- Tom Schneider, Sheriff, Macon County, Illinois
- David Snyders, Sheriff, Stephenson County, Illinois
- Victor Moreno, Chief of Police, East Moline, Illinois
- Thomas Roman, Chief of Police, Waubensee Community College
- Roger Scott, Sheriff, DeKalb County, Illinois
- Steve Neubauer, Chief of Police, Tinley Park, Illinois
- John Zaruba, Sheriff, DuPage County, Illinois
- Mike McCoy, Sheriff, Peoria County, Illinois
- Brian Fengel, Chief of Police, Bartonville, Illinois
- Don Volk, Chief of Police, Washington, Illinois
- Derek Hagen, Sheriff, Iroquois County, Illinois
- Richard Miller, Chief of Police, Granite City, Illinois
- Jim Vazzi, Sheriff, Montgomery County, Illinois
- Andrew Hires, Sheriff, Richland County, Illinois
- Bill Ackman, Chief of Police, Robinson, Illinois
- Jody O'Guinn, Chief of Police, Carbondale, Illinois
- Keith Brown, Sheriff, Saline County, Illinois

or their respective successors per this LEMAA

Exhibit B



RESOLUTION NO. _____

A Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation.

Whereas the Village of LaGrange Park, Cook County, Illinois hereinafter referred to as "Municipality" is a unit of local government of the State of Illinois and duly constituted public agency of the State of Illinois, and;

Whereas the Municipality, as a public agency of the State of Illinois, is authorized and empowered by the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) to enter into intergovernmental agreements with other public agencies on matters of mutual concern and interest such as the provision of adequate law enforcement personnel and resources for the protection of residents and property falling within the jurisdiction of the Municipality, and;

Whereas the Municipality recognizes that certain natural or man-made occurrences may result in emergencies or disasters that exceed the resources, equipment and/or law enforcement personnel of a single given public agency, and;

Whereas, a given public agency can, by entering into a mutual aid agreement for law enforcement services and resources, effectively provide a broader range and more plentiful amount of law enforcement capability for the citizenry which it serves, and;

Whereas, in order to have an effective mutual aid agreement for law enforcement resources and services, this Municipality recognizes it must be prepared to come to the aid of other public agencies in their respective times of need due to emergencies or disasters, and;

Whereas, this Municipality recognizes the need for our specific Municipality to develop an effective mutual aid agreement for law enforcement services and resources upon which it may call upon in its time of need and is prepared to enter into a mutual aid agreement for law enforcement services and resources with other like-minded public agencies, and;

Whereas, this Municipality also recognizes the need for the existence of a public agency, formed by an intergovernmental agreement between two or more public agencies, which can serve to coordinate and facilitate the provision of law enforcement mutual aid between signatory public agencies to a mutual aid agreement for law enforcement services and resources, and;

Whereas, this Municipality has been provided with a certain "Law Enforcement Mutual Aid Agreement" which has been reviewed by the elected officials of this Municipality/County and which other public agencies in the State of Illinois are prepared to execute, in conjunction with this Municipality, in order to provide and receive law enforcement mutual aid services as set forth in the "Law Enforcement Mutual Aid Agreement," and;

Whereas, it is the anticipation and intention of this Municipality that this "Law Enforcement Mutual Aid Agreement" will be executed in counterparts as other public agencies choose to enter into the "Law Enforcement Mutual Aid Agreement" and strengthen the number of signatory public agencies and resources available from those public agencies, and;

Whereas, it is the anticipation and intent of this Municipality that the "Law Enforcement Mutual Aid Agreement" will continue to garner support and acceptance from other currently unidentified public agencies who will enter into the "Law Enforcement Mutual Aid Agreement" over time and be considered as if all signatory public agencies to the "Law Enforcement Mutual Aid Agreement" had executed the "Law Enforcement Mutual Aid Agreement" at the same time.

Now, therefore, be it resolved by this Municipality as follows:

1. This Resolution shall be known as, and may hereafter be referred to as, the Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation.

2. The Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation shall be, and hereby is, enacted as follows:

- a. Authorization to enter into a Certain Agreement. The Village President of this Municipality is hereby authorized to sign, execute and deliver the agreement known as the "Law Enforcement Mutual Aid Agreement" and thereby enter into an intergovernmental agreement with such other public agencies of the State of Illinois as are likewise willing to enter into said "Law Enforcement Mutual Aid Agreement" and recognize the existence and formation of the Illinois Law Enforcement Alarm System as set forth in the said "Law Enforcement Mutual Aid Agreement."
- b. Savings Clause. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the provisions of this Resolution.
- c. Effective Date. This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed this _____ day of _____, _____.

Ayes:

Nays:

Absent:

Abstain:

Approved this _____ day of _____, _____.

Dr. James L. Discipio, Village President

Attest:

Amanda G. Seidel, Village Clerk

(Approved as to form by Village Attorney Cathy Keating on 4/30/14)

Village Board Agenda Memo

Date: June 4, 2014
To: Village President and Board of Trustees
From: Julia Cedillo, Village Manager 
Re: West Suburban Public Safety Dispatch Consolidation Study – Design Phase

Purpose

This agenda item seeks to authorize the Village to proceed with the design phase of a consolidated public safety dispatch center.

General Background

At the January 2014 Board Meeting, AECOM presented their findings to the Village Board which included the recommendation that the Villages of La Grange Park, La Grange and Western Springs proceed with developing a plan to implement a consolidated public safety dispatch center to be located at the La Grange Police Department, 304 W. Burlington in La Grange. Following the presentation, the Village Board identified a number of items for staff follow-up to lead discussion on this matter for the February 2014 Work Session. Following discussion at the February Work Session, the Village Board requested additional information related to costs for membership to regional dispatch centers, specifically Norcomm and Southwest Central Dispatch.

At the April 2014 Work Session, staff provided the follow-up information on costs associated with regional centers as well next steps for consolidation under a combined dispatch center. Board discussion centered on the benefits of consolidation, while understanding there is still much needed information and many unknowns. Staff identified that the next steps would likely include the presentation of a resolution in June that would direct staff to craft an intergovernmental agreement that would detail design, implementation, economics and governance of a consolidated center. At the end of discussion there was agreement to move forward with the AECOM recommendation of a consolidated dispatch center. The Board also requested that staff provide a cost comparison chart that compared estimated costs under the AECOM recommendation to that of Southwest Central Dispatch. That data is attached to this memo.

Next Steps

Consistent with information shared at the April Work Session, attached to this memo is a resolution that authorizes the Village to engage in the next steps of a consolidated dispatch center, the Design Phase, parts A and B. The goal of Design Phase A is to clarify many of the unknowns related to governance, cost structure, membership and planning. Once completed, the Village Managers will report their recommendations to the Village Board for review and consideration. At that point, the Village Board will have the opportunity to consent or authorize movement to Design Phase B.

The attached Resolution is universal among all three Villages. Both the Village of Western Springs and the Village of La Grange have approved this Resolution.

Motion/Action

Motion to Approve A Resolution Authorizing the Village of La Grange Park, in Concert with the Village of La Grange and the Village of Western Springs, to Proceed with the Design Phase of a Consolidated Dispatch Center.

Documentation

- Resolution Authorizing the Village of La Grange Park, in Concert with the Village of La Grange and the Village of Western Springs, to Proceed with the Design Phase of a Consolidated Dispatch Center
- Village Board Memo, dated April 3, 2014
- Staff Follow-up: Comparable Data – Consolidation Costs Amortized Over 10 Years
- Minutes of the April 8, 2014 Work Session Meeting (excerpt)

RESOLUTION NO. 14-16

A RESOLUTION AUTHORIZING THE VILLAGE OF LA GRANGE PARK, IN CONCERT WITH THE VILLAGE OF LA GRANGE AND THE VILLAGE OF WESTERN SPRINGS, TO PROCEED WITH THE DESIGN PHASE OF A CONSOLIDATED DISPATCH CENTER

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 22/1 et. seq.), authorize the joint exercise by two or more local governments of any power common to them; and

WHEREAS, the Villages of La Grange Park, La Grange and Western Springs (Villages) have previously resolved to study the consolidation of their public safety dispatch centers; and

WHEREAS, to that end, the Villages retained the services of the Metropolitan Mayors Caucus in 2010 to undertake a "Case Study Evaluation of Police Department and Fire Department Service Delivery, and Cooperative Opportunities Between the Villages of La Grange, La Grange Park and Western Springs"; and

WHEREAS, the Metropolitan Mayors Caucus Report recommended public safety joint dispatch be further studied; and

WHEREAS, in September 2012 the Villages retained the services of AECOM Technical Services, Inc. to conduct a feasibility of the Villages consolidating public safety dispatch; and

WHEREAS, the final AECOM report was submitted to the Villages for review in November 2013 indicating the general feasibility, cost savings, and improved services to be derived from such a public safety joint dispatch center.

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:

SECTION 1: That the corporate authorities of the Village of La Grange Park hereby authorize and direct the Village of La Grange Park, in concert with the Villages of La Grange and Western Springs, to proceed with the Design Phase of the development of a consolidated Public Safety Dispatch Center.

SECTION 2: The design phase shall generally consist of the following activities in two phases. The first, Phase A, to be completed by the Village Managers of the three Villages, shall consist of the following:

- a. Outline the final governance structure for a consolidated joint safety dispatch center for the Villages;

- b. Identify the shared funding formula to be utilized for transitional costs, operating costs, and capital costs;
- c. Assess the current three member composition and determine if any other municipal agencies are interested in participating and could be accommodated efficiently and effectively;
- d. Identify the employment model to be utilized;
- e. Identify the selection and hiring process for the Director of the Consolidated Public Safety Dispatch Center (or Project Manager).

SECTION 3. Following the completion of Phase A, the Village Managers will report to the corporate authorities their recommendations. Following the corporate authorities concurrence, it is intended to proceed to design Phase B which shall consist of the following:

- a. Selection and hiring of a Director for the Consolidated Public Safety Dispatch Center (or Project Manager);
- b. Formation of such work unit transition teams as may be required;
- c. Finalization of an Intergovernmental Agreement among the Villages;
- d. Initiation of such facilities, equipment modifications and procurements as are required;
- e. Do all else necessary to complete the requirements for opening a consolidated public safety dispatch center.

Adopted by the President and the Board of Trustees of the Village of La Grange Park, Cook County, Illinois this 10th day of June, 2014.

YES: _____
 NOS: _____
 ABSENT: _____

Approved this 10th day of June 2014.

 Dr. James L. Discipio, Village President

ATTEST: _____
 Amanda Seidel, Village Clerk

Village Board Agenda Memo

Date: April 3, 2014
To: Village President and Board of Trustees
From: Julia Cedillo, Village Manager
Re: **West Suburban Public Safety Dispatch Consolidation Study – Follow Up / Update**

Purpose

To provide the Village Board with follow up data related to the West Suburban Public Safety Dispatch Consolidation Study.

General Background

In November 2013, consulting firm AECOM presented staff from the Villages of La Grange Park, La Grange and Western Springs with a final draft of *West Suburban Public Safety Dispatch Consolidation Study* for review. The work completed by AECOM is thorough, integrating data collected by Police and Fire Chiefs, Village Managers, as well as information gathered through interviews with the Village Presidents. AECOM is recommending that the three communities proceed with developing a plan to implement a consolidated public safety dispatch center located at the La Grange Police Department, 304 W. Burlington in La Grange.

At the January 2014 Board Meeting, AECOM presented their findings and recommendation to the Village Board. Following the presentation, the Village Board identified a number of items for staff follow-up to lead their discussion on this matter for the February 2014 Work Session. Written staff responses to those items were provided to the Village Board at the February 2014 Work Session Meeting. Following further discussion at that meeting, the Village Board requested additional information related to costs for membership to regional dispatch centers, specifically Norcomm and Southwest Central Dispatch. Those costs are on the following page. Staff was also asked to look into how other Village's typically handle window operations once consolidation at another location occurs. That data is also attached to this memo.

Next Steps

Representatives from the three Villages met last month (and staff more recently for a checkup), and would like to progress towards planning next steps for Board consideration. To that end, the group will present each of the Village Boards with a Resolution in June (or soon thereafter) that directs staff from the three Villages to draft an Intergovernmental Agreement that outlines the design, implementation, economics and governance of a consolidated dispatch center for the Villages of La Grange Park, La Grange, and Western Springs.

Motion/Action

There is no action requested at this time. This is for the Village Board's information only. If there is further information requested of staff, please direct staff accordingly.

Documentation

- Comparable Data – Consolidation Costs for Two Regional Centers
- Consolidated Dispatch Follow-Up Items, Chief McCollum, dated February 14, 2014
- Village Board Memo, dated February 4, 2014, with Attachment

**Village of La Grange Park
Dispatch Options Cost Summary
5/23/2014**

	Retain In House Dispatch (No EMD)	Consolidated Dispatch (AECOM Plan)	Southwest Central Dispatch
Year One			
CAD/MDS System (Amortized*)	\$ 11,040	\$ -	\$ -
RMS System (Amortized*)	19,860	-	19,860
Firehouse Software (Amortized*)	-	1,880	-
In Car Computers (Amortized*)	-	3,310	-
Radio Transmitter (Amortized*)	-	-	8,060
New Radios (Amortized*)	-	-	2,210
Upgrade 911 Console (Amortized*)	33,100	-	-
Personnel	307,100	40,000	40,000
Operations & Maintenance	94,800	-	-
RMS Maintenance	-	-	-
Annual Fees/Assessments	-	442,289	392,223
Year One Total Cost	\$ 465,900	\$ 487,479	\$ 462,353
Year Two			
Amortized Capital Costs	\$ 64,000	\$ 5,190	\$ 30,130
Personnel	314,800	40,000	40,000
Operations & Maintenance	97,200	-	-
Software Maintenance	20,000	3,800	15,000
Annual Fees/Assessments	-	452,691	394,551
Year Two Total Cost	\$ 496,000	\$ 501,681	\$ 479,681
Year Three			
Amortized Capital Costs	\$ 64,000	\$ 5,190	\$ 30,130
Personnel	322,700	40,000	40,000
Operations & Maintenance	99,600	-	-
Software Maintenance	20,000	3,800	15,000
Annual Fees/Assessments	-	463,353	402,062
Year Three Total Cost	\$ 506,300	\$ 512,343	\$ 487,192
Year Four			
Amortized Capital Costs	\$ 64,000	\$ 5,190	\$ 30,130
Personnel	330,800	40,000	40,000
Operations & Maintenance	102,000	-	-
Software Maintenance	20,000	3,800	15,000
Annual Fees/Assessments	-	474,281	409,761
Year Four Total Cost	\$ 516,800	\$ 523,271	\$ 494,891
Year Five			
Amortized Capital Costs	\$ 64,000	\$ 5,190	\$ 30,130
Personnel	339,100	40,000	40,000
Operations & Maintenance	104,500	-	-
Software Maintenance	20,000	3,800	15,000
Annual Fees/Assessments	-	485,483	417,653
Year Five Total Cost	\$ 527,600	\$ 534,473	\$ 502,783
Total Five Year Costs	\$ 2,512,600	\$ 2,559,247	\$ 2,426,901

*Amortized over 10 years at 2.25% discount rate

In discussing this chart with DC Kubisztal and Director Noller, the following observations are made:

- The capital costs are amortized over a ten year period in an attempt to provide an "apples to apples" comparison. These costs as listed are not reflective of actual costs for each year.
- Retain In House Dispatch does not include EMD.
- The Retain In House and AECOM costs are estimates/preliminary while the SWC911 are somewhat known.
- When amortizing costs over a ten year period, there is not a substantial difference in cost between the options.
- Given that there is not a substantial cost difference in these estimates, it is recommended that focus is placed on the intangible qualities of each option.

Minutes

Village of La Grange Park – Work Session Meeting

April 8, 2014

foot Temporary Structure for seasonal retail sales; to be occupied on or after April 9, 2014 and to be removed no later than July 3, 2014. The motion was seconded by Trustee Rocco and passed unanimously by roll call vote.

Trustee Sheehan moved on to his next item by reading the Village Board Agenda Memo of April 8, 2014 regarding Noise Restrictions Exception- St. Louise de Marillac Carnival/Summerfest. The principal of St. Louise was introduced and present to answer any questions. At the end of discussion a consensus was reached to place *the motion to Grant an exception to the nuisance regulations contained in Section 93.04.C.5 (as amended) of the Village Municipal Code, for the purpose of allowing carnival rides and amplified music to remain operational at the St. Louise de Marillac Carnival/Summerfest on Thursday, July 17, 2014 until 10:00 pm, and on Friday, July 20, 2014 and Saturday, July 19, 2014 until 11:00pm on the Consent Agenda at the April 22nd Village Board Meeting.*

Public Safety Committee Items

Trustee Fotino read the Village Board Agenda Memo of April 3, 2014 regarding West Suburban Public Safety Dispatch Consolidation Study- Follow Up/Update. Discussion began over Aecom, Norcomm and SWC 911. Trustee Fotino asked for more detailed information and a comparison chart for services provided by AECOM and SWC 911. It was also mentioned that he would like to hear more from Chief Maggos and Chief McCollum on this item. Village Manager Cedillo and Chief McCollum discussed their meeting with SWC 911. Discussion began over the benefits of consolidation with AECOM. Discussion moved to how there is still much needed information and many unknowns. At the end of discussion there was consensus to move forward with AECOM.

Public Works Committee Items

Trustee Mesick read the Village Board Agenda Memo of 04/03/2014 regarding Edgewood Avenue Paving Improvements (Budget 2014/15). The bid prices and a recommendation will be provided to the Board on April 22nd for action. *At the end of discussion there was a Consensus to place the motion to award a contract to the lowest bidder on the Consent Agenda at the April 22nd Village Board Meeting.*

Trustee Mesick moved on to his next item by reading the Village Board Agenda Memo of 04/03/14 regarding FY 2014/15 Area Patching Program & Federal Aid Routes. Public Works Director McLaughlin began a PowerPoint presentation of pictures showing the condition of the roadway on Kemman. Public Works Director McLaughlin and Village Engineer Flood explained why they are suggesting re-prioritizing the Federal funds allocated to Harding be moved to Kemman. *At the end of discussion a Consensus was reached to place a motion to award a contract to the lowest bidder for area pavement patching on Harding, Park and Ashland, with a start date no sooner than May 1, 2014 and a motion to concur with the recommendation to re-prioritize the Federal funds allocated to Harding (west of LaGrange Road) to Kemman (North of 31st Street) on the Consent Agenda at the April 22nd Village Board Meeting.*

Finance Committee Items

Trustee Rocco read the Village Board Agenda Memo of March 28, 2014 regarding Fiscal-Year 2013-14 Budget Revisions. At the end of discussion there was a *Consensus to place a motion approving the resolution authorizing the fiscal year 2013-14 budget revisions as outlined in Exhibit B on the Agenda at the April 22nd Village Board Meeting.*

Public Works Committee

Scott Mesick, Chairman

Michael Sheehan

Mario Fotino

Village Board Agenda Memo

Date: 5/28/2014

To: President and Board of Trustees

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

RE: 2014 Concrete Restoration Program

PURPOSE: To present a recommendation to award a contract in an amount not to exceed \$30,000 to complete sidewalk removal and replacement work, along with miscellaneous concrete restoration work.

GENERAL BACKGROUND:

The sidewalk removal and replacement program was approved by the Village Board in the 2014-15 Budget, and continues to focus on the elimination of potential "trip" hazards to provide safe public sidewalks. The sidewalks that are determined to be a potential trip hazard will be removed and replaced at no cost to residents. Some curb and driveway approaches removed from utility repairs will also be replaced as part of this project.

In an attempt to secure competitive pricing, staff worked with the Villages of La Grange, Riverside and Western Springs, and put together a bid packet. A legal notice was published in The Doings Newspaper on May 15, 2014, and the bid opening was held on May 27, 2014 at 10:00a.m. The only bid received was from Schroeder & Schroeder.

The Village has budgeted \$20,000 for concrete repairs, and \$10,000 for slab-jacking. At this time, we have identified all locations requested by residents and all locations impacted by utility repairs. It is requested that the funds budgeted for slab-jacking be made available for this contract. While the bid came in below \$30,000, staff anticipates that the Village may need field changes and are requesting authorization up to the total \$30,000 budgeted.

STAFF RECOMMENDATION:

Staff recommends awarding a contract to the Schroeder & Schroeder, in an amount not to exceed \$30,000.

MOTION / ACTION REQUESTED:

Due to the timing of this project, Staff is requesting that the Board discuss this item and vote on it at the June 10th Work Session meeting.

"Motion to award a contract to Schroeder & Schroeder in the amount not to exceed \$30,000 for completion of sidewalk removal and restoration and other concrete work to be performed in the Village of La Grange Park. "

DOCUMENTATION:

- Schedule of Prices submitted by Schroeder & Schroeder

SCHEDULE OF PRICES

Company Name: SCHROEDER & SCHROEDER INC.
 Address: 7306 CENTRAL PARK
 City, State, Zip Code: SKOKIE, IL 60076

Project SIDEWALK CURB/GUTTER REPLACEMENT
 County Cook
 Local Agency Villages, of Western Springs, LaGrange, LaGrange Park, and Riverside

Item No.	Items	Unit	Quantity	Unit Price	Total
BASE BID					
1	P.C.C Sidewalk Removal and Replacement, 5"	SQFT	25,125	6.75	169,593.75
2	P.C.C Sidewalk Removal and Replacement, 7"	SQFT	810	7.00	5,670.00
3	10" Combination Curb and Gutter Removal and Replacement	FT	110	30.00	3,300.00
4	Exposed Aggregate P.C.C Removal and Replacement, 5"	SQFT	8,750	9.25	80,937.50
5	Exposed Aggregate P.C.C Removal and Replacement, 7"	SQFT	0	9.50	0
TOTAL BASE BID (Items 1-5)					259,501.25
SUPPLEMENTAL UNIT PRICES					
1	5" Detectable Warnings	SQFT	100	50.00	5,000.00

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary.
NOTE TO BIDDERS: Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: Chris Schroeder Company Name: SCHROEDER & SCHROEDER INC.

Typed/Printed Name: CHRIS SCHROEDER Date: 5-27-14

Title: PRESIDENT Telephone Number: 847-933-0526

E-mail: SCHROEDERCONCRETE@yahoo.com

Public Sidewalk, Curb, and Gutter Replacement
 10:00 AM

Due: May 27th, 2014

Village Board Agenda Memo

Date: 5/30/14

To: President and Board of Trustees

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

RE: **School District 102 – Fiber Optics Installation Between Ogden & Park Schools
(Utility Easement Agreement)**

PURPOSE: School District 102 is installing a fiber optics line in the alley located between Ogden and Park Schools during the summer. Before work can begin, the Village of La Grange Park needs to execute and have recorded an Utility Easement Agreement with School District 102.

GENERAL BACKGROUND:

Back in January of 1985, the Village of La Grange Park executed a De-Annexation document with the Village of La Grange for the alley located between Ogden and Park Schools. Because the Village of La Grange has a water main located on the southern edge of this alley, they hold an easement of this property in order to access their utilities. The proposed fiber optics line would be installed directly above the Village of La Grange's water main.

A Utility Easement Agreement was prepared and attached is a recommendation letter from Stephen Clark of Hancock Engineering, advising of no objections to permitting the work to be done as shown on the exhibits attached to the agreement.

Village Attorney Cathleen Keating has approved the Agreement.

STAFF RECOMMENDATION:

Staff recommends that the Utility Easement Agreement be executed by the Village Manager.

MOTION/ACTION REQUESTED:

Due to the timing of this project, Staff is requesting that the Board discuss this item and vote on it at the June 10th Work Session Meeting.

“Motion approving execution of the Utility Easement Agreement between the Village of La Grange Park and School District 102 by the Village Manager.”

DOCUMENTATION:

- April 17, 2014 Recommendation Letter from Stephen Clark of Hancock Engineering
- Utility Easement Agreement between the Village of La Grange Park and School District 102



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Excellence

Civil Engineers ♦ Municipal Consultants ♦ Established 1911

April 17, 2014

Mr. Brendan McLaughlin
Director of Public Works
Village of LaGrange Park
447 N. Catherine Avenue
LaGrange Park, IL 60526-2099

Re: Fiber Optic Installation in Alley
North of Odgen Avenue, LaGrange Park, Illinois
Utility Easement Agreement Review – LaGrange School District 102
EHE No. 520-14-10045

Dear Mr. McLaughlin:

At your direction, our office has reviewed the Utility Easement Agreement and supporting documents submitted by LaGrange School District 102 for the above referenced project. Based upon the information provided in this submittal, we offer the following comments and observations:

1. The work proposed in this agreement is for the installation of a fiber optic cable in the alley north of Odgen Avenue between Odgen School and Park School. The agreement grants the right to install the fiber optic anywhere within the easement. The fiber optic cable is shown as being installed along the south edge of the alley ROW and in close proximity to the existing 8" water main owned by the Village of LaGrange. We have contacted LaGrange and insured that they are aware of the proximity of the proposed fiber optic cable. The location of the fiber optic cable as shown on the exhibit should not interfere with LaGrange Park's maintenance operations.

Based on this information, we have no objections to permitting the work as shown on the exhibits in the agreement.

If you should have any questions or concerns, please contact our office at your earliest convenience.

Sincerely,

EDWIN HANCOCK ENGINEERING CO.

Stephen B. Clark, P.E.

cc: Ms. Julia Cedillo, Village Manager – LaGrange Park
Mr. Dean Maggos, Director of Fire and Building – LaGrange Park

Edwin Hancock Engineering Company

9933 Roosevelt Road ♦ Westchester, IL 60154-2749 ♦ Phone: 708-865-0300 ♦ Fax: 708-865-1212 ♦ www.ehancock.com

**This instrument prepared by
and after recording return to:**

Cathleen M. Keating
Martin, Craig, Chester
& Sonnenschein
2215 York Road, Suite 550
Oak Brook, Illinois 60523

Reserved for Recorder's Office Only

**VILLAGE OF LA GRANGE PARK
UTILITY EASEMENT AGREEMENT
WITH LA GRANGE SCHOOL DISTRICT 102**

THIS AGREEMENT, dated as of _____ 2014, is made by the VILLAGE OF LA GRANGE PARK, an Illinois municipal corporation, ("*La Grange Park*") and La Grange School District 102, Cook County, Illinois (the "*Grantee*");

W I T N E S S E T H:

WHEREAS, the Grantee desires to locate underground fiber optic communications cable within the real property described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "*Easement Premises*"); and

WHEREAS, La Grange Park is the legal owner of record of the real property within the Easement Premises that is situated within La Grange Park's corporate boundaries; and

WHEREAS, the remainder of the real property within the Easement Premises (the "*Remainder Property*") is situated within the corporate boundaries of the Village of La Grange Park, an Illinois municipal corporation, and the Village of La Grange Park owns the Remainder Property; and

WHEREAS, the Village of La Grange Park is granting to the Grantee an easement in the Remainder Property the same as or similar to the easement granted by La Grange Park to the Grantee, such that the Grantee will have the same easement over all of the Easement Premises regardless of which municipality owns and has corporate jurisdiction over a particular portion of the Easement Premises;

NOW, THEREFORE, in consideration of the sum of \$10.00 and the mutual covenants and agreements set forth herein and other good and valuable consideration

paid by the Grantee to La Grange Park, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1: Grant of Easement. La Grange Park hereby grants and conveys to the Grantee, and its successors and assigns, a perpetual easement and right of way to install, use, own, maintain, test, inspect, repair, replace, or remove (these activities hereinafter collectively referred to as "*Installation or Maintenance*") an underground fiber optic cable, subject to the terms and conditions of this Agreement in all portions of the Easement Premises that are located within La Grange Park's corporate limits, together with all reasonable rights of ingress and egress on, along, and across those portions of the Easement Premises.

Section 2: Insurance. Prior to entering the Easement Premises to undertake any Installation or Maintenance, the Grantee shall deliver to La Grange Park a certificate of insurance evidencing insurance that (a) in coverage and amounts is satisfactory to satisfy the Grantee's obligations under Sections 4 and 5 of this Agreement and (b) names and endorses La Grange Park as an additional insured.

Section 3: Installation. The Grantee agrees that each Installation or Maintenance of the fiber optic cable will be done and completed in a good and workmanlike manner, all at the sole expense of the Grantee and subject to inspection and approval by La Grange Park.

Section 4: Restoration. Upon completion of any Installation or Maintenance by the Grantee or any agent, servant, employee, or contractor, the Grantee must (a) replace and grade all topsoil removed or disturbed by the Grantee, (b) restore all fences, plantings, landscaping, and other improvements to a condition equivalent the condition of the improvement prior to the Installation or Maintenance if disturbed, damaged, or removed by the Grantee, and (c) replace any and all grass or sod removed by the Grantee with sod of good quality.

Section 5: Indemnification. The Grantee shall, without regard to the availability or unavailability of any insurance covering La Grange Park, indemnify La Grange Park and its officers, members, officials, employees, agents, attorneys, and representatives against, and hold La Grange Park and its officers, members, officials, employees, agents, attorneys, and representatives harmless from, any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses (including without limitation attorneys fees and administrative expenses), that may be sustained or incurred as a result of or in connection with Grantee's performance of, or failure to perform, its obligations under this Agreement, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or willful misconduct or fault of Grantee, but not including lawsuits, claims, demands, damages, liabilities, losses, and expenses sustained or incurred solely as a result of the negligence or willful misconduct of La Grange Park. Nothing in this Section 5 or in any other section of this Agreement is intended to constitute, nor may be deemed or construed to constitute, a waiver by either the Grantee or La Grange Park of the defenses available to them

under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to claims by third parties.

Section 6: Reserved Rights; Right to Relocate Facilities; Risks of Loss. La Grange Park hereby reserves the right to use the Easement Premises and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by the Grantee of the rights granted hereunder. La Grange Park also hereby reserves the right to relocate any or all of the fiber optic cable at any time to a location within the Easement Premises suitable to La Grange Park, at La Grange Park's cost, if La Grange Park determines that the fiber optic cable is interfering with La Grange Park's use of the Easement Premises. La Grange Park shall give the Grantee 30 days notice of La Grange Park's intent to undertake any such relocation. Further, La Grange Park shall coordinate its work with the Grantee, and shall undertake any relocation in a manner that minimizes to the full extent reasonably possible, disruption or impairment of the services provided by the fiber optic cable. In consideration of La Grange Park's agreement to allow the fiber optic cable in close proximity to La Grange Park facilities, the Grantee shall bear all risks, costs, and expenses related to any relocation of or damage to the fiber optic cable and La Grange Park shall not be responsible for any such risks, costs, or expenses; provided that La Grange Park shall be responsible for any damages caused by La Grange Park's willful or grossly negligent actions or omissions.

Section 7: Liens. The Grantee hereby represents and warrants that it will take all necessary action to keep all portions of the Easement Premises free and clear of all liens, claims, and demands, including without limitation mechanic's liens, in connection with any Installation or Maintenance or any other work performed by the Grantee or its agents on the Easement Premises.

Section 8: Compliance with Laws. All Installation or Maintenance and all repair and restoration of the Easement Premises by the Grantee shall comply with all applicable laws, statutes, building codes and regulations of general application (collectively "Laws"). This Agreement does not abrogate or supersede any applicable Laws requiring the parties to obtain permits, licenses, inspections, or approvals related to Installation or Maintenance.

Section 9: Breach by Grantee. If the Grantee breaches any provision in this Agreement and fails to commence to cure any such breach within 30 days after written notice thereof, or fails to diligently pursue and complete such cure after commencement, La Grange Park will have the right, but not the obligation, to perform the same and the Grantee must reimburse La Grange Park for all costs related to La Grange Park's performance of that cure, including without limitation reasonable attorneys fees related to that cure, together with interest accruing on such costs at a rate of interest that does not exceed the maximum rate permitted by the Illinois Local Government Prompt Payment Act, in addition to any other right or remedy available at law or in equity.

Section 10: Covenants Running with the Land. The easements and rights granted in this Agreement and the terms of this Agreement are easements, rights, restrictions, agreements, and covenants running with the land, and this Agreement will be recorded against the Easement Premises and will be binding on and inure to the benefit of the Grantee and La Grange Park and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including without limitation all subsequent owners of the Easement Premises, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (A) the rule against perpetuities or some analogous statutory provision, (B) the rule restricting restraints on alienation, or (C) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements, or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States.

Section 11: Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered on the first day after delivery to an overnight courier service or on the third day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

If to La Grange Park:

Village of La Grange Park
Attention: Village Manager
447 North Catherine Ave
La Grange Park, Illinois 60526

If to Grantee:

La Grange School District 102
Attention: Superintendent
333 North Park Road
La Grange Park, Illinois 60526

Section 12: Amendment. No amendment or modification to this Agreement will be effective unless it is in writing and approved and executed by La Grange Park and the Grantee in accordance with all applicable statutory procedures.

Section 13: Authority to Execute. La Grange Park hereby warrants and represents to Grantee that the persons executing this Agreement on its behalf have been properly authorized to do so by La Grange Park. The Grantee hereby warrants and represents to La Grange Park that Grantee has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement.

Section 14: No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against La Grange Park or the Grantee.

IN WITNESS WHEREOF, La Grange Park and the Grantee have caused this instrument to be executed on the date first above written.

ATTEST:

VILLAGE OF LA GRANGE PARK,
an Illinois municipal corporation

La Grange Park Village Clerk

La Grange Park Village Manager

ATTEST:

LA GRANGE SCHOOL DISTRICT 102

By: *EM*

David V. May

President

By:

George E. Filch

Secretary

Its:

Its:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 20____,
by _____, the Village Manager of the **VILLAGE OF LA GRANGE
PARK**, an Illinois municipal corporation, and by _____, the Village
Clerk of said municipal corporation.

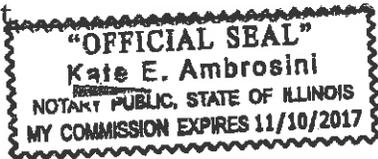
Signature of Notary

SEAL

My Commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on May 29, 2014, by
David May, the Pres of **LA GRANGE SCHOOL DISTRICT 102**, an
Illinois School District, and by Joyce Fitch, the VP of said school
district.



Kate E. Ambrosini
Signature of Notary

SEAL

My Commission expires: 11/10/17

EXHIBIT A

DESCRIPTION OF EASEMENT PREMISES

PARCEL 4 (Jurisdiction: Village of LaGrange Park per Doc. No. 86242062)
THE SOUTH 7 FEET OF THE NORTH 18 FEET OF LOT A AND B, BLOCK 7 OF
McWILLIAM'S AND PARKER'S ADDITION TO LAGRANGE, BEING A
SUBDIVISION OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 4,
TOWNSHIP 38 NORTHM RANGE 12, EAST OF THE THIRD PRINCIPAL
MERIDIAN, COOK COUNTY, ILLINOIS, LYING NORTH OF THE CENTER LINE
OF OGDEN AVENE AND WEST OF THE CENTER LINE OF FIFTH AVENUE, AS
RECORDED IN THE COOK COUNTY RECORDER'S OFFICE MAY 20, 1881 BY
DOCUMENT NUMBER 327896

Village Board Agenda Memo

Date: 6/3/2014
To: Village President and Board of Trustees
From: Brendan McLaughlin, Director of Public Works *BTM*
Julia Cedillo, Village Manager *JC*
Re: Award of Bid – Ogden Avenue Watermain Improvements (Park to Edgewood)

PURPOSE

This agenda item seeks to award a bid to Suburban General Construction to complete watermain improvements on Ogden Avenue, between Park Avenue and Edgewood Avenue.

GENERAL BACKGROUND

The scope of work includes the work necessary to install a new 8" watermain, remove and replacement minor curb and gutter, sidewalks, driveways, hot-mix asphalt surface removal and resurfacing. The project will involve the horizontal directional drilling of High Density Polyethylene pipe.

Plans and specifications were developed by the Village Engineer and a Notice to Bidders requesting bids was published in the May 14, 2014, Suburban Life newspaper. A bid opening was held on June 3, 2014, and the following are the results:

Suburban General Construction	\$393,840.00
Unique Plumbing Co. Inc.	\$401,620.00
ALamp Concrete Contractors Inc.	\$480,000.00

The Village has budgeted \$360,000 in the Water Fund – Capital Outlay (04-44-4-420) for this project. Additional funds are available as the water portion of the Edgewood and Beach projects came in under budget. The Village Engineer explained that since 2008, prices had stagnated but because there is so much more "underground" work available for contractors, he has seen an increase in contractor prices for the first time (another sign that the economy is showing signs of recovery).

STAFF RECOMMENDATION:

Staff is requesting that the lowest bid be accepted from Suburban General Construction in the amount of \$393,840.00.

MOTION / ACTION REQUESTED:

Due to the timing of this project, Staff is requesting that the Board discuss this item and vote on it at the June 10th Work Session Meeting.

"Motion to accept the lowest bid from SUBURBAN GENERAL CONSTRUCTION in the amount of \$393,840.00, and authorize the Village President to execute the necessary contract documents."

DOCUMENTATION:

- Letter of Recommendation from Hancock Engineering

June 3, 2014

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

Re: Ogden Avenue Water Main Improvements
Bid Opening Results

Dear President and Board of Trustees:

Bids were received for the above referenced project on June 3, 2014. We offer the following comments and recommendations on the bid results.

The plans and specifications for the project were obtained by four (4) contractors, and the Village received bids from three (3) qualified companies. A summary of the bids received is as follows:

Suburban General Construction Inc.	\$393,840.00
Unique Plumbing Co. Inc.	\$401,620.00
ALamp Concrete Contractors Inc.	\$480,000.00
Engineer's Estimate	\$385,580.00

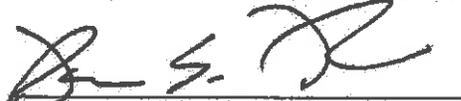
The bids were checked and found to be in order. The lowest bidder Suburban General Construction Inc. is a well-qualified, local Chicago area contractor who has satisfactorily completed municipal projects in the suburban area surrounding Chicago. Therefore, we recommend that the Village accept the bid proposal submitted by Suburban General Construction Inc. in the amount of \$393,840.00.

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

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

Very truly yours,

EDWIN ANCOCK ENGINEERING CO.


Paul E. Flood, Principal

Enclosures

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

BID TABULATION

BID DATE & TIME: Tuesday, June 3, 2014 @ 10:00 a.m.
 PROJECT: Ogden Avenue Water Main Improvements
 k:/bitdabs/LAGRANGPK/14034_Ogden WM.xls

	QUANTITY	UNIT	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE TOTAL PRICE	SUBURBAN GENERAL UNIT PRICE	SUBURBAN GENERAL TOTAL PRICE	UNIQUE PLUMBING UNIT PRICE	UNIQUE PLUMBING TOTAL PRICE	ALAMP CONCRETE UNIT PRICE	ALAMP CONCRETE TOTAL PRICE
1. Comb Curb and Gutter Removal and Replacement	150	Foot	25.00	3,750.00	35.00	5,250.00	45.00	6,750.00	25.00	3,750.00
2. Sidewalk Removal and Replacement	1,500	SqFt	7.00	10,500.00	7.00	10,500.00	11.00	16,500.00	8.00	12,000.00
3. Detectable Warnings	100	SqFt	30.00	3,000.00	25.00	2,500.00	30.00	3,000.00	35.00	3,500.00
4. HMA Surface Removal (Small Quantity)	650	SqYd	10.00	6,500.00	14.00	9,100.00	20.00	13,000.00	10.00	6,500.00
5. PCC Pavement Patching, 8"	250	SqYd	55.00	13,750.00	45.00	11,250.00	140.00	35,000.00	65.00	16,250.00
6. Protective Coat	200	SqYd	2.00	400.00	1.00	200.00	8.00	1,600.00	2.00	400.00
7. Incidental HMA Surfacing, 2"	650	SqYd	20.00	13,000.00	18.00	11,700.00	30.00	19,500.00	28.00	18,200.00
8. Exploratory Excavation	8	Hour	450.00	3,600.00	500.00	4,000.00	250.00	2,000.00	150.00	1,200.00
9. 12" DI Storm Sewer	69	Foot	70.00	4,830.00	75.00	5,175.00	80.00	5,520.00	150.00	10,350.00
10. 15" DI Storm Sewer	21	Foot	100.00	2,100.00	95.00	1,995.00	120.00	2,520.00	165.00	3,465.00
11. Res Depth CB, 4' Dia, Type I Frame, Open Lid	4	Each	4,500.00	18,000.00	3,750.00	15,000.00	3,400.00	13,600.00	2,250.00	9,000.00
12. Removing Structures	4	Each	500.00	2,000.00	200.00	800.00	600.00	2,400.00	500.00	2,000.00
13. Structure to be Adjusted	1	Each	500.00	500.00	375.00	375.00	380.00	380.00	260.00	260.00
14. Structure to be Abandoned	6	Each	500.00	3,000.00	200.00	1,200.00	300.00	1,800.00	400.00	2,400.00
15. Connection to Existing Structure	2	Each	2,500.00	5,000.00	400.00	800.00	800.00	1,600.00	850.00	1,700.00
16. 8" Dia HDP Water Main, HDD	1,000	Foot	145.00	145,000.00	90.00	90,000.00	96.25	96,250.00	175.00	175,000.00
17. 8" Dia DI Pipe, Class 52 Water Main	300	Foot	70.00	21,000.00	95.00	28,500.00	80.00	24,000.00	100.00	30,000.00
18. 8" Dia DI Pipe, Class 52, Water Main	75	Foot	100.00	7,500.00	90.00	6,750.00	80.00	6,000.00	95.00	7,125.00
19. 8" Gate Valve	4	Each	2,000.00	8,000.00	5,750.00	23,000.00	1,400.00	5,600.00	2,000.00	8,000.00
20. Valve Vault, TY A, 4' Dia., Type 1 Frame, Closed Lic	4	Each	2,500.00	10,000.00	5,750.00	23,000.00	1,600.00	6,400.00	2,000.00	8,000.00
21. Fire Hydrant with Auxiliary Valve and Box	4	Each	5,500.00	22,000.00	9,500.00	38,000.00	4,150.00	16,600.00	4,850.00	19,400.00
22. DI Fittings and Accessories	2,500	Lb.	2.50	6,250.00	1.00	2,500.00	5.50	13,750.00	3.00	7,500.00
23. Restrained Joint, 8"	80	Each	50.00	4,000.00	25.00	2,000.00	50.00	4,000.00	5.00	400.00
24. Restrained Joint, 6"	25	Each	40.00	1,000.00	25.00	625.00	34.00	850.00	10.00	250.00
25. Fire Hydrant to be Removed	4	Each	500.00	2,000.00	400.00	1,600.00	600.00	2,400.00	650.00	2,600.00
26. Shut-Down Connection/Disconnection	4	Each	2,500.00	10,000.00	12,500.00	50,000.00	8,000.00	32,000.00	2,500.00	10,000.00
27. Entrance Pit	2	L.S.	4,000.00	8,000.00	25.00	50.00	6,500.00	13,000.00	5,000.00	10,000.00
28. Exit Pit	2	L.S.	6,000.00	12,000.00	25.00	50.00	3,200.00	6,400.00	3,500.00	7,000.00
29. Pressure Testing and Disinfection	1	L.S.	5,000.00	5,000.00	15,000.00	15,000.00	1,800.00	1,800.00	6,500.00	6,500.00
30. Trench Backfill	360	CuYd	35.00	12,600.00	12.00	4,200.00	36.00	12,600.00	40.00	14,000.00
31. Topsoil and Sod Restoration	200	SqYd	12.00	2,400.00	10.00	2,000.00	20.00	4,000.00	20.00	4,000.00
32. Mobilization	1	L.S.	5,000.00	5,000.00	10,000.00	10,000.00	16,000.00	16,000.00	35,000.00	35,000.00
33. Traffic Control and Protection	1	L.S.	10,000.00	10,000.00	13,000.00	13,000.00	8,000.00	8,000.00	34,000.00	34,000.00
34. Individual Highway Permit Bond	1	L.S.	3,000.00	3,000.00	1,000.00	1,000.00	3,000.00	3,000.00	5,000.00	5,000.00
35. Thermoplastic Pavement Marking - Line 6"	250	Foot	15.00	3,750.00	8.00	2,000.00	8.00	2,000.00	15.00	3,750.00
36. Thermoplastic Pavement Marking - Line 24"	60	Foot	25.00	1,500.00	12.00	720.00	30.00	1,800.00	25.00	1,500.00
TOTAL AMOUNT OF BID				\$ 385,580.00		\$ 383,840.00		\$ 401,620.00		\$ 480,000.00

Village Board Agenda Memo

Date: June 5, 2014
To: Village President & Board of Trustees
From: Julia Cedillo, Village Manager 
RE: Brainard Avenue Project – Application for STP Grant

PURPOSE

To consider a grant application for the Surface Transportation Program (STP) for Brainard Avenue.

GENERAL BACKGROUND:

In September 2013, the Village discussed whether there was interest in seeking federal grant dollars under the Surface Transportation Program (STP) to repave Brainard Avenue. Alternatively, the Village could pursue a smaller scope for the project, funded by the Village. In October 2013, the Village met with the Illinois Department of Transportation (IDOT) and the Federal Highway Administration (FHWA) to discuss requirements of the project under the STP. Under its preliminary review, both agencies agreed that the Village would receive variations where the speed limit would remain the same, no stop signs would be removed, and no street widening would take place. However, to accommodate minimum lane and parking width under the Bureau of Local Roads Standards, parking must be limited to one side of the street. It should be noted that no new pavement markings would be required and the peak of the pavement would remain as it exists, in the center of the road. More recently (April 2014), both IDOT and the FHWA agreed to allow for alternate block / alternate side or alternate block / alternate day parking.

Concurrent to the Village's confirmation of the scope of the project under the STP, several Brainard Avenue residents expressed their concerns regarding the project. One resident offered to coordinate a community advisory group to facilitate public input as an impartial and independent party. The purpose of the group was to garner resident feedback, help understand the project context and achieve community buy-in on the process and design. The work of the group was to culminate into a consensus based report, to be presented to the Village Board in May.

At the May 2014 Work Session, residents Chris Kahler and Matt Rempfer, representing a Community Action Group, provided a presentation on their findings, summarized in a memo dated May 13, 2014. The report concludes with three recommendations: (1.) Re-classify Brainard Avenue as a local residential street; (2.) Do not accept the STP funds and mandates to subsidize the repairs to the four blocks of Brainard Ave; and (3.) Improve Brainard as a village funded project (Harding to village limits). The scope should consist of new curb and gutter, full driveway aprons, resurfacing, curb ramps (at the intersections), and adjustment of drainage structures. There should be no pavement widening, no centerline striping other than at the S-curves, and no parking restrictions. The report also requested that cross-walk designations be made at the S-curves.

DISCUSSION:

The Village Board is scheduled to make its decision as to whether it will seek federal funding (STP grant funding) for the paving of Brainard at the June 10, 2014 Work Session. If the Village Board chooses to seek STP grant funding, staff will prepare the necessary application to the West Central Municipal Conference (WCMC) for its July meeting. The application request, if approved, will be placed in a queue with other member communities until funding is available. This process can take three to five years.

Under the STP, the cost savings realized (estimated in the amount of \$300,000) would be available for other Village road paving projects. The Village's 2013 Pavement Evaluation identified approximately 4.79 miles or \$6,000,000 of roads that need repair. That number will go down with this year's work on Edgewood (\$391,400) and Beach (\$261,900), but tempered by the recent addition of Kemman to the list. We will update this program this fall.

It should be noted that under the STP, the scope would include new sewer laterals and catch basins, increasing the value by an additional \$60,000. Further, under the STP, residents would receive full driveway replacement where under the Village program, only 50% replacement is provided.

If the Village Board chooses not to seek STP grant funding, the Village would use its own available funds in a future fiscal year, currently programmed in the Five Year Plan, at Year 5. Road projects in the Five Year Plan include: Year 1: (This Year): Edgewood and Beach; Year 2: Harding Avenue (swapped for Kemman); Year 3: Cleveland Avenue and smaller segments of roads if possible (1100 Block of Forest, 600 Block of Robinhood, Woodlawn, Elmwood); Year 4: Barnsdale Road and several smaller segments of roads if possible (700 Block of Homestead, Finsbury, Forest Preserve Drive); and Year 5: Brainard Avenue. While the plan is to include these roadways in the Capital Projects Fund budget each year, we must budget within available resources.

MOTION/ACTION

Motion to approve the submittal of an application for Surface Transportation Program grants funds for the Brainard Avenue Pavement Project.

RECOMMENDATION

This is a policy decision for the Board's consideration. Should the Board choose to move forward with grant funding, the Village can evaluate options for restricted parking, such as alternate block / alternate side or alternate block / alternate day parking, with resident input. Further, the Village can evaluate the street (traffic counts and speed study) before and after construction, for potential impacts.

Should the Board choose to fund the project with Village funds, we will maintain the project within the Five Year Plan.

It is not recommended that the Village withdraw Brainard Avenue's functional classification designation as a collector. Doing so would not reduce the existing traffic patterns on this street. Both IDOT and traffic consulting firm KLOA recently confirmed that Brainard is and should be a collector. Further, withdrawing designation would conflict with the Village's Comprehensive Plan. The Comprehensive Plan specifically states that certain streets should continue to be designated as collector streets, including Brainard Avenue. The Comprehensive Plan further states that the "misuse of local roads as collectors" creates overall deficiencies in the transportation system and identifies as a specific action item that the Village should continue to "study traffic management improvements to reduce the average daily traffic on local streets (e.g. Edgewood Avenue) in an effort to prevent those streets from carrying traffic more suitable for a collector street." (See attached.)

DOCUMENTATION

- IDOT Meeting Minutes, October 8, 2013
- IDOT Meeting Minutes, April 8, 2014
- Transportation excerpt from the Comprehensive Plan

BRAINARD AVENUE IMPROVEMENT
HARDING AVENUE TO OGDEN AVENUE
VILLAGE OF LAGRANGE PARK
COOK COUNTY

FHWA/IDOT LOCAL AGENCY COORDINATION MEETING
OCTOBER 8, 2013

This project was previously presented in 2004 and the Village requested three variances at that time, two of the variances were granted but the third was not. As a result of strong public opinion against the widening of the road to keep parking on both sides, the Village decided to abandon the project. Copies of the email opinion on the variance and supporting documents for the request from 2004 were distributed as well as a location map and existing typical cross sections.

A brief overview of the scope of the project and termini was presented. The existing ADT is 4,000 and the existing pavement cross section is 28' E-E with parking allowed on both sides.

The Village was inquiring on the current opinion on the variance requests that were made originally. The three variances requested were maintaining existing multi-way stop signs that are not warranted, maintain the current speed limit of 25 mph, and maintain parking on both sides without widening from the existing pavement section (28' E-E).

The justification for the keeping of the multi-way stop signs is due to sight line issues and the pedestrian use because of the school located on Brainard near Ogden. In addition, the other roadways in the area have a similar pattern of stop sign locations and drivers have an expectancy of multi-way stop signs. IDOT Springfield and the FHWA concurred on the granting of this variance request.

The justification for maintaining the speed limit was based upon the southern third of the project already having a reduced speed due to the location of two curves as well as an analysis which indicated 135 access conflicts per mile which would allow a 10% reduction in the speed. IDOT Springfield and the FHWA concurred on the granting of this variance request.

The last request, maintaining parking on both sides with the same pavement cross section was discussed. The Village explained that parking is not allowed overnight, is higher in evenings and minimal during the day and there is a very low accident history. IDOT Springfield and FHWA made the same determination as last time that the existing cross section could not be maintained if parking was allowed to remain on both sides. The Village inquired if there was an appeal process and they were told there is not. IDOT Springfield and FHWA did indicate that the same cross section could be maintained if parking was limited to one side only. Under that scenario, the Village inquired as to the need for center line pavement marking and they were informed since the ADT was less than 6,000 the MUTCD does not require center line pavement marking.

BRAINARD AVENUE IMPROVEMENT
HARDING AVENUE TO OGDEN AVENUE
VILLAGE OF LAGRANGE PARK
COOK COUNTY

FHWA/IDOT LOCAL AGENCY COORDINATION MEETING
APRIL 8, 2014

This project was previously presented in October of 2013 and the Village requested three variances at that time, two of the variances were granted but the third was not. The three variances requested were maintaining existing multi-way stop signs that are not warranted, maintain the current speed limit of 25 mph, and maintain parking on both sides without widening from the existing pavement section (28' E-E).

The justification for the keeping of the multi-way stop signs is due to sight line issues and the pedestrian use because of the school located on Brainard near Ogden. In addition, the other roadways in the area have a similar pattern of stop sign locations and drivers have an expectancy of multi-way stop signs.

The justification for maintaining the speed limit was based upon the southern third of the project already having a reduced speed due to the location of two curves as well as an analysis which indicated 135 access conflicts per mile which would allow a 10% reduction in the speed.

IDOT Springfield and the FHWA concurred on the granting of the variances for the multi-way stop signs to remain and for maintaining the speed limit of 25 mph.

With regards to the maintaining parking on both sides without widening, IDOT Springfield and the FHWA determined that the pavement could remain without widening if parking was limited to one side only. If the Village desired to maintain parking on both sides then the pavement would have to be widened.

The Village of LaGrange Park discussed these results at a Village Board meeting in the fall of 2013. Several residents along Brainard Avenue expressed their opposition to eliminating the parking or widening the pavement to maintain the parking. A core group formed to determine the consensus among the residents on Brainard Avenue and will present a formal opinion to the Village Board for its use in making a final decision on the project.

The Village gave the residents a deadline of May 1, to present their recommendation. Recently the residents asked that they be able to talk directly with the representatives from IDOT concerning the parking and widening requirements. Two residents were invited to this coordination meeting and they were allowed to ask their questions and make their case for a variance on the parking issue.

The residents discussed that the context of the road would change if the parking were eliminated. They also expressed concerns about the safety of the children along the route.

Representatives from IDOT indicated that their review of the aerials of the area indicate relative low parking use. They also indicated that part of the policy concerning the pavement width for parking on both sides is that if the pavement is not widened it would force vehicles to cross the centerline of the pavement which is unsafe and undesirable on a collector roadway.

Representatives from IDOT Springfield and FHWA indicated the Village does have options related to the improvement of Brainard besides the widening of the roadway:

The Village could pass on the federal funding and do the improvement using MFT or local funds and improve the roadway without widening or losing parking.

In response to concerns raised about increase in traffic speed because of loss of parking on one side, they suggested alternating the side where parking is allowed from block to block to create a form of weaving to potentially slow traffic down.

The residents inquired about the use of speed humps and the representatives from IDOT Springfield and the FHWA indicated they would not approve such a device on a collector route.

It was suggested that if the project went through with the elimination of parking on one side that a speed study be conducted before the improvements are implemented and again after to verify the extent, if any, of the change in traffic behavior. This would allow the Village to accurately respond to any perceived change in traffic patterns observed by the residents.

TRANSPORTATION

The Village of La Grange Park has a well-established roadway network. This network is served by two primary arterials (La Grange Road in a north-south orientation and 31st Street in a east-west orientation) and is laid out on a relatively regular grid with the majority of blocks measuring roughly 270' by 600'. The network is bisected by the Indiana Harbor Belt Railroad (IHB) right-of-way. Despite the network's grid design, through traffic is generally restricted to arterials and collectors due in part to limited rail crossings and to the fact that the majority of road alignments terminate in the north and west portions of the Village, where it abuts the Cook County Forest Preserve.

It is important to note that the scope of the Comprehensive Plan is to evaluate the transportation system as a whole and the potential impacts of future land use recommendations. Kenig, Lindren, O'Hara, Aboona, Inc. (KLOA), under a separate agreement with the Village, has supplemented this information by performing a more exhaustive study of existing traffic conditions and specific, short-term improvements to vehicular circulation and safety.

SYSTEM DEFICIENCIES

While the overall transportation system generally operates efficiently, there are a number of deficiencies that warrant attention. These include:

- Limited vehicular, bicycle, and pedestrian railroad crossings;
- Traffic congestion at railroad crossing on 31st Street;
- Misuse of local roads as collectors (e.g. Edgewood Avenue); and
- Inadequate street system for Village Market shopping center.



Traffic congestion along 31st Street is in large part due to frequent rail crossings at its intersection with the Indiana Harbor Belt Railroad.

These deficiencies are the basis for a number of the recommendations and policies provided below.

ROADWAY CLASSIFICATION

Because all new development within the Village will presumably be retrofitted into existing sites, no major changes to the road network are likely to occur. Regardless, it is important from a policy and maintenance standpoint that a hierarchical roadway classification be clearly established.

Roadways have three basic functions:

- To provide mobility;
- To provide land access; and
- To define the character of the community.

From a design standpoint, these functions can be contradictory. For mobility, high speeds and uniform traffic flows are desirable. For land access, low speeds are desirable and usually accompanied by inconsistent flows. More restrictive access controls permit increased mobility and travel at higher speeds in a more uniform manner.

For transportation planning purposes, as well as for design purposes, roadways are most effectively classified by function. Functional classification reflects distinct stages of trip-making, including primary movement, collection/distribution, access, and termination.

To facilitate these movements, three general classes of roadways are recognized:

- Arterials;
- Collectors; and
- Local streets.

Each lesser element of this functional hierarchy serves as a tributary for the next higher element of the system, and each functional class should intersect with facilities of the same and adjacent classifications.

Arterials

Arterials are intended to provide a high degree of mobility and function as the primary travel routes for vehicles entering, leaving, and passing through urban areas. They are generally located about a mile apart to form a grid street system and are intended to carry high volumes at high operating speeds (35-45 mph) and have adequate capacity to operate at high levels of service. Although arterials do serve such major developments as central business districts, large suburban commercial centers, industrial parks and residential areas, access management is essential to preserve capacity. Signalized intersections should be spaced far enough apart (typically ½-mile as a minimum) to permit efficient two-way progression of traffic, and left- and right-turn lanes should be provided at these intersections to ensure that traffic capacity and level of service is maintained.

The following streets should continue to be maintained as arterials:

- La Grange Road;
- 31st Street;
- Ogden Avenue.

Collectors

The collector street system is designed to support the arterial network. Collector streets are generally located at the ½-mile points within the grid system and consist of medium-capacity, medium volume streets that serve to link high-level arterial streets to lower level local streets. Operating speeds are typically lower on collectors than arterials and

should have limited continuity to discourage through traffic but still provide for local movement of vehicles between residential, commercial and industrial areas of the community. The collector system provides for some direct land access, but to a more limited degree than local streets. The following streets should continue to be designated as collectors:

- Maple Avenue
- Brainard Avenue;
- Harding Avenue (east of Brainard Avenue);
- Kemman Avenue.

Local Streets

The role of the local street system is to carry low volumes of traffic at slow speeds to provide for safe and convenient access to housing areas and other land uses. Local streets also serve a social function for residents. Neighborhood streets are often a place where residents bike or walk when sidewalks are not provided. These two roles can, however, create potential conflicts.

Local streets provide direct land access. Movement along local streets is incidental and involves traveling to or from a collector facility. Therefore, trip lengths on local streets are typically short. The local street system is also typically planned to ensure that all neighborhoods are accessible by at least two routes for emergency and service vehicles.

Guidelines for Local Streets are:

- Local streets should be protected from through traffic.
- Local streets should be protected from vehicles traveling in excess of 25 mph.
- Local streets should be protected from parking unrelated to residential or commercial activities in the neighborhood.

All streets not identified as arterials or collectors on the Transportation Plan exhibit are classified as Local Streets.

ALTERNATIVE TRANSPORTATION SERVICES

Bus Service

PACE operates four major bus routes through the Village: #302 (Ogden/Stanley), #304 (Cicero/La Grange), #307 (Harlem), and #330 (Mannheim/La Grange). Service intervals range from 15 to 30 minutes during peak hours. While no new routes are currently planned, the Village should continue to work with Pace to increase service along these arterials.

Commuter Rail

Currently, Metra provides commuter rail stations at La Grange Road and at Stone Avenue in La Grange (Burlington-Northern-Santa Fe Line), linking La Grange to Aurora and Chicago. Service generally runs from 5:00 a.m. to 11:00 p.m. Service intervals are quite frequent (usually every 20 to 25 minutes during peak periods). Metra has no plans for rail maintenance or construction in 2002 along the Burlington-Northern-Santa Fe Line.

In 2002/2003 Metra undertook an Inner Circumferential Commuter Rail Feasibility Study for the Indiana Harbor Beltway Railroad Corridor. A commuter rail station in La Grange Park in the vicinity of 31st Street was given serious consideration. The 2003 draft of the La Grange Park Comprehensive Plan anticipated such a station in the foreseeable future.

Subsequently, Metra has indicated that the potential for commuter rail service in this corridor extends well beyond the planning period for this Comprehensive Plan. Therefore, the potential is acknowledged but a specific location and related land use recommendations have been deferred to the next update of this Comprehensive Plan.



Metra is studying the development of an Inner Circumferential Commuter Rail Line that would include a station in La Grange Park

TRANSPORTATION IMPROVEMENTS

There are no County owned or managed roads within the Village. La Grange Road, Ogden Avenue, 31st Street, and Maple Avenue are State roads that fall under IDOT's purview. IDOT recently made improvements to La Grange Road and Ogden Avenue, and no new improvements are anticipated in the near future.

The Village itself maintains 36-40 miles of roads, many of which are in poor condition. Available funding pays for one mile of repair per year. In 2004, the Village issued alternate revenue bonds to fund an accelerated two-year road repair program. Then in 2005, La Grange Park voters approved a property tax increase referendum that increases the Village property tax revenues by approximately \$950,000 each year. One of the stated goals of the referendum was to use between 40-60% of the property tax increase on road repair. This additional funding for

road repairs will further increase the Village's ability to make timely repairs to its roadways.

Every three to four years the Village evaluates the condition of each Village block, including drainage structures, curbs and gutters. Decisions on street surfacing and other improvements are based on greatest need. To reduce expenses, water repairs or replacements are often completed while the streets are already under construction.

The lack of sufficient crossings over or under the Indiana Harbor Beltway Railroad alignment is a key deterrent to efficient mobility. Delays on 31st Street affect residents, business owners, and emergency service providers. However, the costs of land acquisition and construction, encroachment on adjacent businesses and neighborhoods, and visual impacts associated with the development of an overpass or underpass render them unviable or otherwise undesirable alternatives.

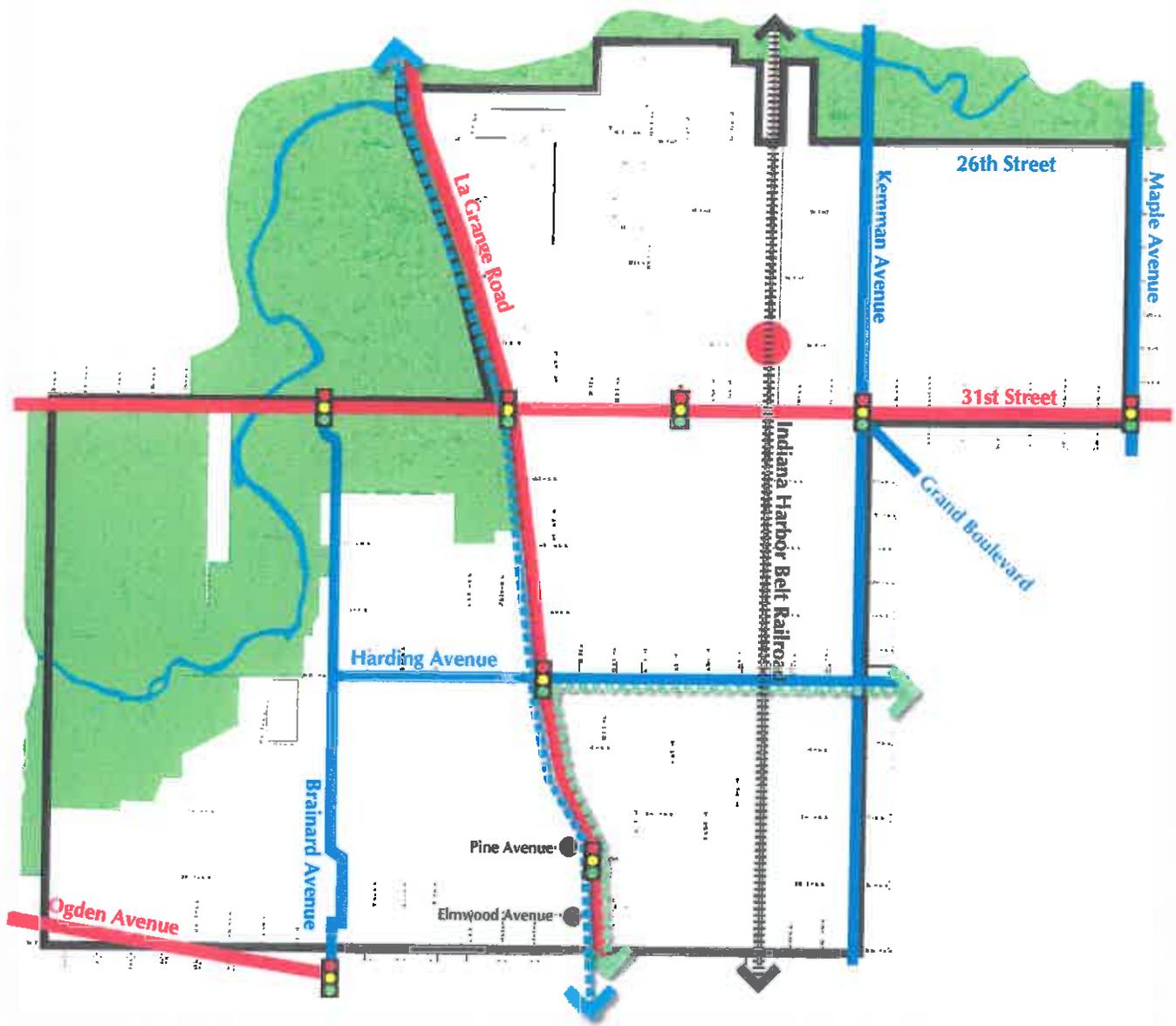
The Village should also explore opportunities for a bicycle and pedestrian crossing, north of 31st Street. The preferred location for this crossing is at 29th Street, where it meets the IHBR right-of-way (as depicted on the Community Facilities Plan). This location has the benefit of an existing right-of-way alignment and could be integrated into the larger redevelopment efforts that are recommended for the current industrial sites west of the tracks.

Summary of Transportation Action Items

The following is a list of the key "Action Items" (or recommendations) with respect to specific transportation improvements. Items preceded with a check mark are listed in the Village's current five-year Capital Improvement Plan (FY2002-03 through FY 2006-07).

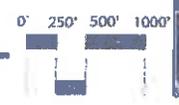
- Work with Pace to improve existing bus stops with pedestrian shelters, and continue to explore opportunities for expanded bus service.
- Continue to work with Metra to encourage and facilitate the development of a commuter transit station north of 31st Street, as part of the proposed Inner Circumferential Rail project.
- Provide a bicycle/pedestrian crossing at 29th Street and the IHBR right-of-way.
- Provide additional pedestrian/cyclist facilities throughout the Village (i.e. pedestrian lighting, street furniture, bike racks, etc.).
- Study traffic management improvements to reduce the average daily traffic on local streets (e.g. Edgewood Avenue) in an effort to prevent those streets from carrying traffic more suitable for a collector street.

- ❑ Monitor the impacts of traffic generated by new developments.
- ❑ Study the feasibility of terminating Elmwood Avenue and Pine Avenue in cul-de-sacs, so as to eliminate their intersections with La Grange Road.
- ❑ Provide local road maintenance to 26th Street (Beach to Maple), 28th Street (Beach to Maple), 29th Street (Beach to Maple), 30th Street (Beach to Maple), and Homestead Road (31st Street to Garfield).
- ❑ Provide traffic signal pre-emption devices to allow for safe access by emergency vehicles traveling through signalized intersections within the Village.



- Legend**
- Arterial
 - Collector
 - Railroad
 - Village Limits
 - Pace Bus Route 304
 - Pace Bus Route 330
 - Potential Metra Station
 - Existing Traffic Signal
 - Potential Cul-de-sac

Figure 2



June 2006



Finance Committee

Patricia Rocco, Chairwoman

Scott Mesick

James Kucera

Village Board Agenda Memo

Date: June 4, 2014

To: Finance Committee Chair Patricia Rocco
Village President and Board of Trustees

From: Larry Noller, Finance Director 
Julia Cedillo, Village Manager 

Re: **2006 Sewer Bond Refinancing**

GENERAL BACKGROUND

The Village issued \$5,645,000 in general obligation bonds to finance sewer projects in 2006. The debt service for these bonds is paid with revenue collected from sewer fees charged to Village utility customers. The bonds are scheduled to be paid in full in 2025 with interest rates ranging from 3.75% to 4.125%. The bonds are callable (may be paid off early) at the end of this calendar year. The Village may refinance the debt by issuing new bonds at lower interest rates which pay off or "refund" the existing bonds. Based on current interest rates, the Village could potentially reduce future debt service by almost \$300,000.

If the Village Board is interested in pursuing a possible refunding, the first step is to choose a financial advisor to provide analysis and guidance with the process. The financial advisor will work with the Village to determine the parameters of the refunding, the structure and timing of the new bonds, prepare bond documents, assist with rating agency presentations, and complete the sale if approved by the Village Board.

A financial advisor should be selected based on both the merits of the firm and the cost to provide the requested services. A request for proposal process will allow the Village to evaluate the credentials and fee structures of several qualified firms. If it is the consensus of the Village Board to proceed, staff will work with the Finance Committee to request proposals from qualified firms, choose three to interview, and then recommend one firm for Village Board approval.

MOTION/ACTION REQUESTED

Motion to "Direct staff to work with the Finance Committee to provide the Village Board with a recommendation for engaging a financial advisor to analyze and potentially refund the 2006 general obligation bonds."

STAFF RECOMMENDATION

We recommend approving the motion.

Village Manager's Report

Village Board Agenda Memo

Date: June 2, 2014
To: Village President & Board of Trustees
From: Julia Cedillo, Village Manager 
RE: Proposal for Professional Recruitment Services for Police Chief Position

PURPOSE

To seek Village Board approval for a Proposal for Professional Services, provided by GovHR USA (formerly Voorhees Associates LLC), for the recruitment of a new police chief.

GENERAL BACKGROUND:

On April 14, 2014, Police Chief Daniel McCollum submitted his formal notice of retirement from his employment with the Village of La Grange Park. Chief McCollum has over 42 years of law enforcement service, serving 18 years in La Grange Park as the Police Chief. Chief McCollum's final date of employment will be Friday, August 1, 2014. With his impending departure, the Village must begin the process in selecting its new chief.

Recruiting a director position typically requires three to four months to seek input on the process, establish a timeline and positional needs, develop a recruitment notice or job advertisement, review resumes, select candidates, interview, background and reference check and negotiate terms of employment. With the police chief position, staff is recommending that we include assessment exercises to assist in the selection process, often extending the timeline of the recruitment. Due to the complexity of the police chief recruitment process and the demands of completing a thorough and structured method of selection, staff is recommending that the Village consider enlisting the services of a recruiting firm with expertise specific to the municipal government organization in general and the police chief position in particular.

Previously the Village discussed the merits of engaging the professional services of GovHR USA (formerly Voorhees Associates) to assist in the recruitment of qualified candidates to fill director positions. One clear advantage of utilizing this firm is their ability to personally identify potential candidates suitable to specific positions based upon their knowledge of the municipal government industry. As a top recruiting firm in our industry, GovHR has the ability to market the position in a way that creates greater interest from qualified candidates than we otherwise could do on our own. This firm (under its previous name) recently assisted with the section of the finance director position. Staff found their work to be well organized, efficient, and thorough. This process resulted in a list of highly qualified candidates to consider. We now have a new finance director who not only is a great fit, but a proven asset to our organization.

Village staff recently solicited a proposal from GovHR USA, for the police chief position, attached to this memo, for your review and consideration.

MOTION/ACTION REQUESTED

Motion to accept a Proposal for Professional Services, by GovHR USA, dated May, 22, 2014, for the recruitment of a new police chief, in an amount not to exceed \$15,250, and authorize the Village Manager to execute same.

STAFF RECOMMENDATION:

Staff recommends that the Village Board approve the motion.

DOCUMENTATION: GovHR USA Proposal, dated May 22, 2014



May 22, 2014

Ms. Julia Cedillo
Village Manager
Village of LaGrange Park
447 N. Catherine Avenue
LaGrange Park, IL 60526

Dear Ms. Cedillo:

Thank you for the opportunity to provide you with a proposal for the Village of LaGrange Park's Chief of Police recruitment and selection process. Effective January 1, 2014, Voorhees Associates and GovTempsUSA have combined under one company, GovHR USA. GovHR USA is co-owned by Heidi Voorhees and Joellen Earl. All of the consultants and services remain the same. We are simply combining resources to more effectively serve our clients. GovHR USA prides itself on a tailored, personal approach to executive recruitment and selection, able to adapt to your specific requirements for the position.

QUALIFICATIONS AND EXPERIENCE

GovHR USA is a public management consulting firm serving municipal clients and other public sector entities on a national basis. We work exclusively in the public sector, offering customized executive recruitment services, as well as providing other management studies and services for communities. GovHR USA has been certified as an FBE (Female Business Enterprise) in the State of Illinois.

GovHR USA was established in 2009 as Voorhees Associates, LLC. Our headquarters offices are in Northbrook, Illinois. Heidi Voorhees, President, previously spent 8 years with the nationally recognized public sector consulting firm, The PAR Group and was President of The PAR Group from 2006 – 2009. Ms. Voorhees has conducted more than 190 recruitments in her management consulting career, with many of her clients repeat clients, attesting to the high quality of work performed for them. In addition to her 12 years of executive recruitment and management consulting experience, Ms. Voorhees has 19 years of local government leadership and management service with the Villages of Wilmette and Schaumburg, Illinois, as well as the City of Kansas City, Missouri.

The firm has a total of seventeen consultants, both generalists and specialists (public safety, finance, parks, etc.), who are based in Arizona, Delaware, Florida, Illinois, Michigan, and Wisconsin, as well as four reference specialists and four support staff.

Experience

GovHR USA has completed 169 recruitments since its establishment in 2009. We have 16 current recruitments in various stages of completion. Our consultants are experienced executive recruiters who

650 Dundee Road, Suite 270, Northbrook, Illinois 60062

Local: 847.380.3240 Toll Free: 855.68GovHR (855.684.6847) Fax: 866.401.3100 GovHRUSA.com

EXECUTIVE RECRUITMENT • INTERIM STAFFING • MANAGEMENT AND HUMAN RESOURCE CONSULTING

have conducted over 450 recruitments, working with cities, counties, special districts and other governmental entities of all sizes throughout the country. In addition, we've held leadership positions within local government, giving us an understanding of the complexities and challenges facing today's public sector leaders.

Consultant Assigned

GovHR USA Vice President Lee McCann will serve as Lead Consultant for your recruitment and selection process and will be assisted by Vice President Paul Harlow. Mr. McCann has conducted Chief of Police recruitments for Cary, Mokena, Schaumburg, Tinley Park, and Woodridge, and for Midland, Michigan. He is currently conducting recruitments for St. Charles and for Brown Deer, Wisconsin.

Lee McCann

Vice President - Midwest Region

Lee McCann brings over 36 years of active public safety experience to GovHR USA. He works on executive search and general management consulting projects.

Following his honorable discharge from the United States Army, Mr. McCann began his career in local law enforcement as a patrol officer in Evergreen Park, Illinois. He rose through the ranks of that agency, attaining the highest merit position, Lieutenant, in less than ten years. In 1982 he was named Chief of Police in Buffalo Grove, Illinois and served as Chief of Police in Buffalo Grove & Skokie, Illinois for the next 23 years. While serving in Buffalo Grove, he led the police department in becoming one of the first 50 law enforcement agencies in the nation to be accredited.

Mr. McCann accepted numerous leadership roles with intergovernmental agencies during his tenure as Chief of Police. He helped found and manage the Lake County (Illinois) Major Crimes Task Force, served as Chairman of the Executive Committee of the Northwest Central Dispatch System and was President of the Northern Illinois Police Crime Laboratory. He was Secretary of the Executive Board of the Northwest Police Academy for ten years, and was also President of the Northern Illinois Police Alarm System - a mutual aid organization that provides manpower and other specialized services to member agencies during disaster and other emergency situations. During the five years he served as President of this organization, Mr. McCann oversaw a 100% growth in membership to over 80 law enforcement agencies serving a population of approximately 1,000,000 people.

Mr. McCann's consulting experience includes general police management studies, executive search & recruiting assignments, and service as on-site assessment team leader for the Commission on Accreditation for Law Enforcement Agencies since 1987. He also is a member of several professional organizations and has served on the governing boards of civic and charitable organizations such as OMNI Youth Services, United Way and as chairman of the Regional Action Planning Project, a local initiative to suppress street gang activity.

Mr. McCann is a graduate of the F.B.I. National Academy, the Illinois Law Enforcement Executive Institute, and Chicago State University.

Paul M. Harlow

Vice President

Paul M. Harlow has 38 years of municipal experience in both public safety and municipal management for the Village of Glencoe, Illinois on Chicago's North Shore. This included 10 years as Director of Public Safety of the fully consolidated Public Safety Department and 13 years as Village Manager.

As Director of Public Safety, Mr. Harlow was responsible for coordinating and managing police, fire and emergency medical services in a fully consolidated public safety department. Overseeing the effort of international accreditations in a public safety environment, the department initiated and achieved accredited status in law enforcement through CALEA and initiated the process of fire service accreditation through the Commission on Fire Accreditation International. Upon receiving those certifications, the organization was identified as the only combined services public safety agency in the world with dual accreditation status.

During his tenure as Director of Public Safety, Mr. Harlow led efforts to enhance community based human relations programs and led in the enhancement of numerous regional mutual aid initiatives for effectiveness and efficiencies in area law enforcement and fire service, including the formation of a Major Crimes Task Force and Mutual Aid/Automatic Response Programs. In addition, as Director of Public Safety, Mr. Harlow was an Assessor for the Commission on Accreditation for Law Enforcement Agencies (CALEA). As President of the Northern Illinois Police Crime Laboratory, Paul led a successful effort to achieve accreditation; becoming at that time, the only such *private* crime laboratory in the world to be awarded that status.

Mr. Harlow served as a founding member of the Northeastern Illinois Public Safety Training Academy (NIPSTA). He has chaired numerous committees, served as Treasurer and Vice-President and currently volunteers as Chair of the NIPSTA Corporate Liaison Committee.

As the 7th Village Manager of the first community in Illinois (and 14th in the Nation) to adopt a Council-Manager form of Government, Mr. Harlow maintained the standard of excellence for fiscal integrity and governmental responsibility. AAA Bond Ratings, a series of voter approved infrastructure and business district improvements, GFOA awards for Excellence in Financial Reporting and Popular Annual Financial Report and fiscal stability in an era of economic downturn were maintained throughout his tenure. As Village Manager, Mr. Harlow directed the implementation of public communications policies leading to the Illinois Policy Institute acknowledgment for "receiving the highest score for transparency in the State of Illinois." Paul oversaw the operation of a variety of municipal services, including the operation of a water production facility and a municipal golf course; both distinguished for their quality. Mr. Harlow initiated and implemented numerous "shared services" programs with other local governmental entities that have led to effective cost savings to the taxpayers.

During his tenure as Village Manager, a significant enhancement to "the arts" in the community was fostered by the Village's retention and approved expansion of Writers' Theatre, "a cultural destination with a national reputation for excellence." The position of the community was also improved by the enhanced relationship between the Village and the Chicago Botanic Garden, an internationally recognized venue.

Mr. Harlow holds a Bachelors Degree in Political Science and a Masters Degree in Business Administration and Administration of Justice. He is a graduate of Northwestern University's School of Police Staff and Command and Executive Development Institute. He is also a graduate of the Federal Bureau of Investigation National Academy and Law Enforcement Executive Development Symposium.

References

The following references can speak to the quality of service provided by Mr. McCann:

Chief of Police recruitment

Village of Cary, Illinois
Cameron Davis, Village Administrator at time of recruitment
Currently Village Manager, Homer Glen, IL
14933 S. Founders Crossing
Homer Glen, IL 60491
708/301-0632
cdavis@homerglen.org

Chief of Police recruitment
Village of Tinley Park, Illinois
Gerry Horan, Director of Human Resources
16250 S. Oak Park Ave.
Tinley Park, IL 60477
708-444-5000
ghoran@tinleypark.org

Chief of Police recruitment
Village of Woodridge, Illinois
Kathleen Rush, Village Manager
5 Plaza Drive
Woodridge, IL 60517
630-719-4706
krush@vil.woodridge.il.us

SCOPE OF WORK

A typical recruitment and selection process can take 175 hours to conduct. At least 50 hours of this time is "administrative" including ad placement, acknowledgment of résumés, reference interviews, and due diligence on candidates. These tasks may take longer if someone is performing them for the first time. We believe our experience and ability to professionally administer your recruitment will provide you with the best possible outcome. GovHR USA clients are kept informed of the progress of a recruitment throughout the recruitment process. Consultants are always available to provide information and answer questions, and details of the process such as placement of advertising and applications received are discussed in regular updates via either telephone or email.

GovHR USA suggests the following approach to your recruitment, subject to your requests for modification:

Phase I – Position Assessment, Job Announcement and Brochure Development

Phase I will include the following steps:

- **Interviews** with the Village Manager, Village President and Board of Trustees, and the Village's senior staff as well as any other individuals you deem appropriate to best understand the responsibilities, challenges, and culture of the Village.

At least eight (8) hours of one-on-one interviews will be conducted with elected officials, staff and the public in order to develop our Recruitment Brochure. This important document outlines the expectations that the Village has for its next Chief of Police, providing us with the information we need to target our recruitment. During this process we will assist you with establishing the salary for Chief of Police by conducting a salary survey of comparable communities, if so desired.

- **Development of a Job Announcement.**
- **Development of a detailed Recruitment Brochure** for your review and approval.
- **Agreement on a detailed Recruitment Timetable.**

Phase II – Advertising, Candidate Recruitment and Outreach

Phase II will include the following steps:

- Placement of the Job Announcement in appropriate professional online publications. In addition to public sector publications and web sites, outreach will include LinkedIn and other private sector resources. We can provide the Village with placement recommendations, if so desired.
- The development of a database of potential candidates unique to this position and to the Village of LaGrange Park, focusing on the leadership and management skills identified in Phase I as well as size of organization, and experience in addressing challenges and opportunities also outlined in Phase I.
- Outreach will be done through e-mail, telephone contacts, and U.S. mail as appropriate. GovHR USA consultants have extensive knowledge of the municipal government industry and will personally identify and contact potential candidates. With more than 600 collective years of municipal and consulting experience among our consultants, we often have inside knowledge about candidates.

Phase III – Candidate Evaluation and Screening

Phase III will include the following steps:

- Review and evaluation of candidates' credentials considering the criteria outlined in the Recruitment Brochure.

We will develop a matrix which identifies key traits (taken from the Recruitment Brochure) such as education, experience, and the specific skills needed for the Chief of Police. We will then use these filters to screen the candidates into a group of 15 to 20 semi-finalists.
- Candidates will be interviewed by telephone or Skype to fully grasp their qualifications and experience as well as their interpersonal skills.

We personally contact all the semi-finalists and conduct about an hour long telephone interview, asking specific questions about their experience and skill set. This allows us to ask follow up questions and probe specific areas. It also provides us with an assessment of their verbal skills and their level of energy for and interest in the position.
- Formal and informal references (two per candidate) and an internet search of each candidate will be conducted to further verify candidates' abilities, work ethic, management and leadership skills, analytical skills, interpersonal skills, ability to interact with the media, and any areas identified for improvement.
- All résumés will be acknowledged and contacts and inquiries from candidates will be personally handled by GovHR USA, ensuring LaGrange Park's process is professional and well regarded by all who participate.

Phase IV – Presentation of Recommended Candidates

Phase IV will include the following steps:

- GovHR USA will prepare a **Recruitment Report** that presents the credentials of those candidates most qualified for the position. You will advise us of the number of reports you will need for the individuals involved in this phase of the recruitment and selection process. We provide a binder which contains the candidate's cover letter and résumé. In addition, we prepare a "mini" résumé for each candidate, so that each candidate's credentials are presented in a uniform way. As résumés come in all different formats, these "mini" résumés will give you a clear, consistent look at each candidate "at a glance."

- GovHR USA will provide you with a log of all candidates who applied for the position. You may also review all of the résumés should you so desire.
- GovHR USA will meet with you to review the Recruitment Report and expand upon the information provided. The report will arrive two to three days in advance of the meeting, giving you the opportunity to fully review it. In addition to the written report, we will spend 2 to 3 hours with you to bring the candidates to "life" by reviewing their telephone interview and providing excerpts from two (2) references we will have done on the individual.

Phase V –Interviewing Process

Phase V will include the following steps:

- At the Recommendation meeting, the Interviewing Process will be finalized including the discussion of any specific components you deem appropriate, such as a writing sample.
- GovHR USA will develop the first and second round interview questions for your review. GovHR USA will provide you with interview books that include the credentials each candidate submits, a summary of each candidate's credentials, a set of questions with room for interviewers to make notes, and an evaluation sheet to assist interviewers in assessing each candidate's skills and abilities.
- GovHR USA will work with you to develop an interview schedule for the candidates, coordinating travel and accommodations. The schedule will incorporate a tour of Village of LaGrange Park facilities and interviews with Department Heads and elected officials.

We offer a community "Meet and Greet" option, at no charge, as a means for the community to interact and get to know the candidates in an informal setting. At this "Meet and Greet," candidates would give a brief overview of themselves and answer questions from the audience.

- Once candidates for interview are selected, additional references will be contacted, verification of educational credentials, criminal court, credit, and motor vehicle and records checks. Using the candidate's name and work experience we review the top 200 search results available from Google, as well as his/her activity (if publicly available) on Facebook, Twitter, and other social media platforms. Employment verification can also be provided if so desired.

GovHR USA recommends a two-step interviewing process with (typically) five candidates interviewed in the first round. Following this round, we strongly suggest that two or three candidates are selected for second round interviews. Again, we will prepare a second round of interview questions and a "score sheet."

- GovHR USA consultants will provide a writing exercise, oral presentation exercise, and structured interview as part of the interview process. Mr. McCann and Mr. Harlow will serve as evaluators, along with Chief McCollum. If other evaluators are needed, the Village has the option of providing those evaluators or providing up to \$500/day per evaluator.
- GovHR USA consultants will be present for all of the interviews, serving as a resource and facilitator.

Phase VI – Appointment of Candidate

- GovHR USA will assist you as much as you request with the salary and benefit negotiations and drafting of employment agreement, if appropriate.
- GovHR USA will notify all applicants of the final appointment action by the Village Manager, including professional background information on the successful candidate.

- GovHR USA will provide no-fee telephone follow-up and counsel to the Village Manager and appointed Chief of Police for six months following conclusion of the recruitment.

Optional 360° Evaluation

As a service to the Village of LaGrange Park, we offer the option to provide you with a proposal for a 360° performance evaluation for the new appointed Chief of Police at about six months into his or her employment. This evaluation will include seeking feedback from both Elected Officials and Department Directors, along with any other constituent the Village feels would be relevant and beneficial. This input will be obtained on a confidential basis with comments known only to the consultant. If you are interested in this option, GovHR USA will prepare a proposal for this service.

Recruitment Schedule

A detailed recruitment schedule will be provided in Phase I. The recruitment and selection process typically takes 90 days from the time the contract is signed until the candidate is appointed. We can work with you on a shorter process, should you so desire.

Our typical recruitment process includes the following milestones and deliverables:

On-site interviews of LaGrange Park officials and staff, development and approval of recruitment brochure Deliverable: recruitment brochure	weeks 1-2
Placement of professional announcements; candidate identification, screening, interview and evaluation by consultant	weeks 3-8
Consultant recommendation to Village Manager of qualified candidates Deliverable: recruitment report	week 9
Selection of candidate finalists by Village Manager; additional background and reference checks, report preparation and presentation Deliverable: interview reports including suggested questions and evaluation sheets	week 10
Interviews of selected finalist candidates; Village Manager selection of final candidate; negotiation, offer, acceptance and appointment	weeks 11-12

Summary of Costs

Recruitment Fee:	\$11,000
Recruitment Expenses: (not to exceed)	4,250
Expenses include consultant travel, postage/shipping, telephone, support services, copying etc. Also includes candidate due diligence efforts and advertising costs up to \$1,500*.	
Total Fees:	\$15,250**

*Advertising costs over \$1,500 will be placed only with client approval. If less than \$1,500, Client is billed only for actual cost.

**This fee does not include travel and accommodations for candidates interviewed. . Recruitment brochures are produced as electronic files. Printed brochures can be provided, if desired, for an additional cost of \$900.

Payment for Fees and Services

Professional fees and expenses will be invoiced as follows: Recruitment expenses and the costs for the Recruitment Brochure printing will be itemized with sufficient detail and invoiced as incurred. In addition, the Recruitment Fee will be invoiced in three (3) equal payments, billed during the course of the recruitment. The first invoice for the Recruitment Fee will be sent upon acceptance of our proposal. The second invoice will be sent following the recommendation of candidates and will include any expenses incurred to date. The final invoice will be sent upon completion of the recruitment assignment and will include all remaining expenses. Upon receipt of each invoice the Village will approve payment in accordance with its claims procedures within thirty (30) days of receipt.

GovHR USA Guarantee

It is the policy of GovHR USA to assist our clients until an acceptable candidate is appointed to the position. Therefore, no additional professional fee would be incurred should the Village Manager not make a selection from the initial group of recommended candidates and request additional candidates be developed for interview consideration. Additional reimbursable expenses may be incurred should the situation require consultant travel to LaGrange Park beyond the normal three visits.

Upon appointment of a candidate, GovHR USA provides the following guarantee: should the selected and appointed candidate at the request of the Village of LaGrange Park or the employee's own determination, leave the employ of the Village of LaGrange Park within the first 24 months of appointment, we will, if desired, conduct another search for the cost of expenses and announcements only.

In addition, in accordance with the policy of our firm as well as established ethics in the executive search industry, we will not actively recruit the placed employee for a period of five years.

Why Choose GovHR USA?

The heart and soul of a professional recruitment firm is the expertise it brings to its clients. GovHR USA consultants are all experienced local government executives who have demonstrated careers and expertise that brings first hand knowledge of the disciplines in which they now consult. This knowledge can assist clients in designing the appropriate interview questions, the development of written and oral exercises to best assess candidates' abilities, and facilitation of the clients' discussion of the candidates.

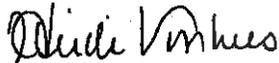
Our process reflects the client's goals and objectives—therefore, the time we spend developing the Recruitment Brochure is critical in our understanding of the challenges, opportunities, and culture of the position under consideration. Our candidate assessment and interviewing skills are based on thousands of interviews over the course of our Consultants' many years of experience in the recruitment and selection field. This professional familiarity allows us to be sensitive to the nuances, not only the obvious. In addition, as experienced local government professionals, our Consultants are able to ask probing, thoughtful questions and effectively evaluate the candidates' answers. We provide the client with a diverse list of potential candidates who have been fully vetted by our staff and who are truly interested in and well-qualified for the position. We respect the confidentiality of candidates' applications and are respectful of the candidates' current employment situation when we conduct reference calls. We are not a

gatekeeper—clients will be provided with a list of everyone who applied and may view the résumés should they so desire.

Our firm's executive recruitment standards embrace a professional process of integrity, trust, and respect toward all parties involved and a commitment toward meeting the expressed needs and desires of our Client. Our ultimate goal is for the client to be completely satisfied with the selected candidate.

This proposal will remain in effect for a period of six months from the date of the proposal. We look forward to working with you on this recruitment and selection process!

Sincerely,



Heidi J. Voorhees
Co-Owner
GovHR USA

ACCEPTED BY THE VILLAGE OF LA GRANGE PARK, ILLINOIS

BY: _____

TITLE: _____

DATE: _____

Items of Interest

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

2014 MEETINGS REMINDER

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

