

PRESIDENT  
Dr. James L. Discipio

VILLAGE MANAGER  
Julia A. Cedillo

VILLAGE CLERK  
Amanda G. Seidel



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

## VILLAGE BOARD WORK SESSION

Tuesday, FEBRUARY 12, 2013 – 7:30 p.m.

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### AGENDA

1. **Call meeting to order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Public Participation (Agenda and Non-Agenda Related Items)**
5. **Building & Zoning Committee Items**
  - A. Discussion – Consider an application for zoning variations on property zoned as R-1A Single-Family Residential at 145 Timber Lane, La Grange Park, Illinois (Public Hearing 2012-04)
  - B. Discussion – Consideration of Application for Subdivision (McNaughton Development, Inc.)
6. **Public Works Committee Items**
  - A. Discussion & Action – Supplemental Resolution for 2010-2011 MFT Funds
  - B. Discussion – Engineering Agreement South La Grange Road Water Main Replacement
  - C. Discussion & Action – 2013 Combination Sewer Repair Project – Award of Bid
  - D. Discussion – Homestead Avenue Valve Insertion Project – Award of Bid
7. **Finance Committee Items**
  - A. Discussion – Budget Schedule
  - B. Discussion – Audit Services Agreement
8. **Other Reports:**
  - (A) Village Manager
  - (B) Village President
  - (C) Village Clerk
  - (D) Committee
9. **New Business**

**VILLAGE BOARD WORK SESSION MEETING**  
**Tuesday, FEBRUARY 12, 2013 – 7:30 p.m.**

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**AGENDA (continued – Page 2)**

10. **Executive Session** - *Appointment, Employment, Compensation, Discipline, Performance or Dismissal of Specific Employees of the Public Body according to 5 ILCS 120/2 (c)(1)*
  
11. **Adjourn**

*Next Village Board Meeting: February 26, 2013*  
*Next Village Work Session Meeting: March 12, 2013*



## **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.

# **Building & Zoning Committee**

**Rimas Kozica, Chairman**

**Scott Mesick**

**Marshall Seeder**

# Village Board Agenda Memo

Date: February 12, 2013

To: President & Board of Trustees

From: Emily Rodman, Assistant Village Manager 

Julia Cedillo, Village Manager 

RE: Zoning Application No. 2012-04: 145 Timber Lane, Variations

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## GENERAL BACKGROUND:

On December 18, the Zoning Board of Appeals (ZBA) conducted a public hearing to consider Zoning Application No. 2012-04, filed by McNaughton Development, Inc. for the following variations:

1. To reduce the required minimum lot width on proposed Lots 7, 8 and 9 from 55' to 40'.
2. To eliminate the requirement that attached front-loaded garages be located a minimum of five feet behind the main front façade of the house for all proposed lots.
3. To increase the maximum permissible building coverage from 30% to 33% for all proposed lots.

The variations, if granted, would permit the construction of a 9 lot single-family subdivision (provided subdivision approval is also granted).

The ZBA accepted testimony and evidence into the record. Upon conclusion of the testimony, the ZBA considered each of the three variation requests separately. As it pertained to the variation request from the minimum lot width requirement, the ZBA found that due to the unforeseen application of the Zoning Code in this circumstance, zoning relief was warranted. Regarding the variation request from the setback requirement for front-loaded attached garages, the ZBA found that strict application of the Zoning Code would result in homes that are inconsistent in design with the surrounding subdivision and thus, zoning relief was warranted. Finally, with respect to the request to increase the maximum permissible building coverage to 33%, the ZBA found no evidence of hardship and that granting of the relief would amount to "special privilege."

## MOTION/ACTION REQUESTED:

*If there is consensus by the Village Board, staff will place this Ordinance on the agenda for the formal approval at the February 26<sup>th</sup> Village Board Meeting. Should the Board decide to not follow the recommendation of the ZBA, the Ordinance will be modified in accordance with Board direction.*

## RECOMMENDATION:

- Variation #1: The ZBA, on a vote of 6 "AYES" and 0 "NAYS" has recommended that the zoning relief be approved subject to the condition that the front building line of the homes on lots 7 and 8 be located at the point on the lot where the lot width is 55'.
- Variation #2: The ZBA, on a vote of 5 "AYES" and 1 "NAY" has recommended that the zoning relief be approved.
- Variation #3: The ZBA, on a vote of 5 "AYES" and 1 "NAY" has recommended that the zoning relief be denied.\*

*\*Please note that because the ZBA denied this variation request, should the Village Board opt to approve this variation (either with or without conditions), approval by a supermajority will be required.*

**DOCUMENTATION:**

- Transcript of the public hearing for Zoning Application No. 2012-04 (previously distributed)
- Findings of Fact
- Ordinance granting variations for 145 Timber Lane
- Zoning Board Agenda Memo (without attachments – previously distributed with attachments)
- Zoning application (previously distributed)

**FINDINGS OF FACT**  
**VILLAGE OF LA GRANGE PARK ZONING BOARD OF APPEALS**  
**145 TIMBER LANE**  
**CASE NO. 2012-04**

**WHEREAS**, McNaughton Development, Inc., referred to as the “Applicant,” on or about November 28, 2012, filed an Application for Variations to seek approval to allow for the development of 9 single-family lots at 145 Timber Lane, referred to as “Subject Property”; and

**WHEREAS**, the Applicant is requesting the following variations for the Subject Property: 1) To reduce the required minimum lot width on proposed lots 7, 8 and nine from 55’ to 40’; 2) To eliminate the requirement that attached front-loaded garages be located a minimum of five feet behind the main front façade of the house for all proposed lots; and 3) To increase the permissible building coverage from 30% to 33% for all proposed lots; and

**WHEREAS**, a public hearing was held before the Zoning Board of Appeals of the Village of La Grange Park, Illinois, December 18, 2012, pursuant to notice and publication as required by law; and

**WHEREAS**, the public hearing was opened at 7:00 p.m. on December 18, 2012, and pursuant to unanimous vote of the Zoning Board of Appeals on December 18, 2012 the public hearing was concluded; and

**WHEREAS**, based upon documentary evidence and testimony presented by Applicant and members of the public, the Zoning Board of Appeals makes the following Summary of Facts, and pursuant to Section 4.3.F of the La Grange Park Zoning Code, makes the following Findings of Fact:

Summary of Facts. The Applicant is proposing to construct a nine lot single-family subdivision on approximately 2 acres. The Subject Property is currently zoned R-1A residential and contains two residential homes and a large detached garage, which will be demolished. The proposed subdivision will include public improvements such as water, sanitary and storm sewers; street lighting; street trees; sidewalks; and extend Finsbury Lane north, connecting into Timber Lane and Pine Tree Lane on the east. The proposed homes will be two stories, include an attached garage, and will range from approximately 3,000 to 3,200 square feet

**FINDINGS OF FACT - VARIATION #1 – LOT WIDTH MINIMUM (LOTS 7-9)**

- 1. The strict application of the terms of the Zoning Code will result in undue hardship unless the specific relief requested is granted.**

When the minimum lot width definition is applied to the proposed cul-de-sac lots (lots 7, 8 and 9), these lots do not meet the minimum lot width requirement (of 55’) even though they are the three largest lots in the proposed subdivision in terms of square footage (7,546, 10,828 and 7,037 SF respectively). Additionally, these lots meet all other bulk requirements of the zoning district. With respect to two of the cul-de-sac lots that have the most extreme curvature at the street frontage, application of the minimum lot width definition creates a hardship by causing Applicant to lose one of the largest lots in the subdivision.

**2. The plight of the owner is due to unique circumstances inherent to the Subject Property and not from the personal situation of the owner.**

The extensive public improvements required by the Village dictate the layout of the proposed subdivision. These improvements include extending an existing road north and connecting it into an existing dead-end street (Pine Tree Lane) and an existing sub-standard cul-de-sac (Timber Lane). The improvements also include the provision of water, sanitary and storm sewer, street lights and street trees, sidewalks and street pavement. In order to accommodate these improvements, and based on the existing configuration of the subject property, three of the nine proposed lots are located off a cul-de-sac.

When the minimum lot width definition is applied to the proposed cul-de-sac lots these lots do not meet the minimum lot width requirement even though they are the three largest lots in the proposed subdivision in terms of square footage. As a result of this unforeseen application of the Zoning Code, zoning relief is necessary.

**3. The variation, if granted, will not alter the essential character of the locality.**

The homes that will be constructed on proposed lots 7, 8 and 9 will be similar in size and form to those constructed on the other six lots that do not require the variation from lot width. All proposed lots and the homes proposed to be constructed on them will be similar in size and nature to the existing homes in the neighborhood. Thus, the character of the area will be maintained.

Regarding Variation #1 – Lot Width, the Zoning Board of Appeals voted as follows:

Massin moved to approve the variation for lot width of 55 feet on Lots 7, 8 and 9, subject to the condition that the front building line of the homes on lots 7 and 8 will be located at point on the lot where the lot width is 55’.

AYES: Boyd, Domagalski, Fosberg, Lampert, Massin, Zaura

NAYS: None

ABSENT: Fotino

**FINDINGS OF FACT - VARIATION #2 – ATTACHED GARAGE SETBACK 5 FEET**

**1. The strict application of the terms of this Zoning Code will result in undue hardship unless the specific relief requested is granted.**

The Zoning Code requires that any new home constructed with an attached front-loaded garage must have the garage set back at least five feet from the front façade of the home. This is primarily an aesthetic regulation intended to ensure that from the street frontage, the view of the home is not dominated by the garage. The Applicant is proposing to construct homes with attached garages without a 5-foot garage setback, in order to maximize the rear yards of the lots, all of which back onto the Forest Preserve. Strict application of the Zoning Code would restrict the design and layout of the homes and reduce the rear yards, which might result in reduced marketability of the subdivision.

**2. The plight of the owner is due to unique circumstances inherent to the Subject Property and not from the personal situation of the owner.**

The Zoning Code requires that any new home constructed with an attached front-loaded garage must have the garage set back at least five feet from the front façade of the home. This is primarily an aesthetic regulation, intended to ensure that from the street frontage, the view of the home is not dominated by the garage and to maintain consistency in home style as homes are enlarged or torn-down and rebuilt. The Subject Property is located in an area filled with homes with existing attached garages that are either flush with the front façade or protrude out from the front façade. Also, the front garage setback is particularly onerous when applied to the 9 lots in this subdivision which abut the Forest Preserve, because it will reduce the rear yards of each lot. As a result, zoning relief is necessary.

**3. The variation, if granted, will not alter the essential character of the locality**

All of the existing homes in the neighborhood have attached garages, most of which are front-loaded garages. In all cases, these front-loaded garages are either flush with the front façade of the home, or protrude several feet out toward the street. None of them are set back 5' from the front facade. The granting of zoning relief to eliminate the 5' garage set back requirement will permit the Applicant to construct homes consistent in architectural layout to the existing homes in the neighborhood.

Regarding Variation #2 -- Attached Garage 5-foot Setback, the Zoning Board of Appeals voted as follows:

Massin moved to approve the variation.

AYES: Boyd, Domagalski, Fosberg, Massin, Zaura

NAYS: Lampert

ABSENT: Fotino

**FINDINGS OF FACT - VARIATION #3 – 30% BUILDING COVERAGE**

**1. The strict application of the terms of this Zoning Code will result in undue hardship unless the specific relief requested is granted.**

The Applicant is requesting an increase in building coverage, which it argued is necessary to provide greater flexibility in home design and to incorporate “architectural features” into the design, such as the inclusion of covered front porches. The Zoning Board of Appeals found that no hardship exists, inasmuch as the proposed lots are larger than the minimum lot size for the R-1A zoning district, and the Applicant can still incorporate architectural features with 30% coverage. The Applicant failed to establish facts which prove that the strict application of the Village Code would detrimentally impact flexibility of home design and the incorporation of architectural features.

**2. The plight of the owner is due to unique circumstances inherent to the Subject Property and not from the personal situation of the owner.**

The Applicant is requesting an increase in the maximum building coverage to 33% to allow for increased flexibility in building design/layout, which it argued will increase marketability of homes and prevent monotony in design. The Zoning Board found that the Applicant designed the dimensions of each of the proposed lots, thus the Applicant's plight is self-created. Also, the Applicant failed to establish that the strict application of the Zoning Code would detrimentally impact marketability of homes and home design.

**3. The variation, if granted, will not alter the essential character of the locality.**

The proposed subdivision is bordered on two sides by the Forest Preserve District of Cook County and is located at the far northern border of the Village. The Applicant asserts that the proposed subdivision will be relatively isolated and the requested increase in building coverage would not impact the character of the adjacent neighborhood. Several neighbors argued, and the Zoning Board of Appeals agreed, that increasing the maximum building coverage to 33% would adversely impact the essential character of their neighborhood. The Zoning Board further found that the granting of such relief for all proposed lots in the subdivision would amount to a "special privilege."

Regarding Variation #3 – Increase Building Coverage from 30% to 33%, the Zoning Board of Appeals voted as follows:

Massin moved to deny the variation.

AYES: Domagalski, Fosberg, Lampert, Massin, Zaura

NAYS: Boyd

ABSENT: Fotino

**RESPECTFULLY SUBMITTED** this 15<sup>th</sup> day of January, 2013.

**VILLAGE OF LA GRANGE PARK  
ZONING BOARD OF APPEALS**

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

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

**ORDINANCE GRANTING CERTAIN  
VARIATIONS FOR 145 TIMBER LANE  
(PUBLIC HEARING NO. 2012-04)**

WHEREAS, on or about November 12, 2012, McNaughton Development, Inc. filed an application for multiple variations to permit the construction of a nine lot single-family subdivision and related public improvements at the property commonly referred to as 145 Timber Lane; and

WHEREAS, on November 28, 2012, the Village of La Grange Park published a legal notice of public hearing before the Zoning Board of Appeals of La Grange Park to consider the variations at a public hearing on December 18, 2012, at 7:00 p.m.; and

WHEREAS, upon conclusion of the public hearing, the Zoning Board of Appeals recommended to the Village Board of Trustees that it grant two of the variations requested in the Application, and deny one variation requested in the Application, based upon certain Findings of Fact, true and correct copies of which are attached to this Ordinance; and

WHEREAS, the Board of Trustees of the Village of La Grange Park has reviewed the Application, public notice, hearing transcripts and Findings of Fact, and have discussed this application at a Village Board Work Session on February 12, 2013.

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 two of the variations requested in the Application, to wit:

- Reducing the required minimum lot width on proposed Lots 7, 8 and 9 from 55' to 40' subject to the condition that the front building line of the homes on lots 7 and 8 will be located at the point on the lot where the lot width is 55'; and
- Eliminating the requirement that attached front-loaded garages be located a minimum of five feet behind the main front façade of the house for all proposed lots,

consistent with the variation application, are hereby granted to the property commonly known as 145 Timber Lane and as legally described in Section 2 of this Ordinance.

**SECTION 2:** That the remaining variation requested in the Application, to reduce the maximum building coverage on each of the lots from 30% to 33%, is hereby denied.

**SECTION 3:** The property that is the subject of the variations granted in Section 1 of this Ordinance is commonly known as 145 Timber Lane and is legally described as follows:

PARCEL 1: THE NORTH 500 FEET (EXCEPT THE EAST 174.625 FEET THEREOF AND EXCEPT THE WEST 16.5 FEET OF THE NORTH 230 FEET THEREOF AND EXCEPT THE WEST 89 FEET OF THE SOUTH 270 FEET THEREOF AND EXCEPT THE FOLLOWING: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID SOUTH 30 ACRES WITH THE WEST LINE OF SAID EAST 174.625 FEET; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 174.625 FEET A DISTANCE OF 86.13 FEET TO A POINT OF BEGINNING; THENCE WEST, PARALLEL WITH SAID NORTH LINE OF THE SOUTH 30 ACRES, A DISTANCE OF 20 FEET; THENCE SOUTH, PARALLEL WITH SAID WEST LINE OF THE EAST 174.625 FEET, A DISTANCE OF 73.87 FEET; THENCE SOUTHWESTERLY TO A POINT IN A LINE 230 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE SOUTH 30 ACRES, SAID POINT BEING 50 FEET WEST OF SAID WEST LINE OF THE EAST 174.625 FEET (AS MEASURED ON SAID PARALLEL LINE); THENCE WEST PARALLEL WITH SAID NORTH LINE OF THE SOUTH 30 ACRES TO THE INTERSECTION WITH THE EAST LINE OF THE WEST 89 FEET OF ABOVE DESCRIBED TRACT; THENCE SOUTH ON SAID EAST LINE 270 FEET TO THE SOUTH LINE OF SAID NORTH 500 FEET; THENCE EAST ON SAID SOUTH LINE OF THE NORTH 500 FEET, BEING ALSO THE NORTHLINE OF SHERWOOD VILLAGE UNIT NO. 2 SUBDIVISION, A DISTANCE OF 88.51 FEET TO SAID WEST LINE OF THE EAST 174.625 FEET; THENCE NORTH ON SAID WEST LINE, A DISTANCE OF 413.87 FEET TO THE POINT OF BEGINNING) OF THE WEST HALF OF THAT CERTAIN TRACT OF LAND DESCRIBED AS THE WEST 20 ACRES (EXCEPT THE EAST 4-1/8 ACRES THEREOF) OF THE SOUTH 30 ACRES OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE WEST 89 FEET (EXCEPT THE EAST 72.5 FEET OF THE NORTH 230 FEET THEREOF) OF THE NORTH 500 FEET (EXCEPT THE EAST 174.625 FEET THEREOF) OF THE WEST HALF OF THAT CERTAIN TRACT OF LAND DESCRIBED AS THE WEST 20 ACRES (EXCEPT THE EAST 4-1/8 ACRES THEREOF) OF THE SOUTH 30 ACRES OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF THE NORTH 500 FEET (EXCEPT THE EAST 174.625 FEET THEREOF) OF THE WEST HALF OF THAT CERTAIN TRACT OF LAND DESCRIBED AS THE WEST 20 ACRES (EXCEPT THE EAST 4-1/8 ACRES

THEREOF) OF THE SOUTH 30 ACRES OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID SOUTH 30 ACRES WITH THE WEST LINE OF SAID EAST 174.625 FEET; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 174.625 FEET, A DISTANCE OF 86.13 FEET TO A POINT OF BEGINNING; THENCE WEST, PARALLEL WITH SAID NORTH LINE OF THE SOUTH 30 ACRES, A DISTANCE OF 20 FEET; THENCE SOUTH, PARALLEL WITH SAID WEST LINE OF THE EAST 174.625 FEET, A DISTANCE OF 73.87 FEET; THENCE SOUTHWESTERLY TO A POINT IN A LINE 230 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE SOUTH 30 ACRES, SAID POINT BEING 50 FEET WEST OF SAID WEST LINE OF THE EAST 174.625 FEET (AS MEASURED ON SAID PARALLEL LINE); THENCE WEST PARALLEL WITH SAID NORTH LINE OF THE SOUTH 30 ACRES TO THE INTERSECTION WITH THE EAST LINE OF THE WEST 89 FEET OF ABOVE DESCRIBED TRACT; THENCE SOUTH ON SAID EAST LINE 270 FEET TO THE SOUTH LINE OF SAID NORTH 500 FEET; THENCE EAST ON SAID SOUTH LINE OF THE NORTH 500 FEET, BEING ALSO THE NORTHLINE OF SHERWOOD VILLAGE UNIT NO. 2 SUBDIVISION, A DISTANCE OF 88.51 FEET TO SAID WEST LINE OF THE EAST 174.625 FEET; THENCE NORTH ON SAID WEST LINE, A DISTANCE OF 413.87 FEET TO THE POINT OF BEGINNING.

SECTION 4: That all necessary permits may be issued by the Village of La Grange Park, subject to further compliance with this Ordinance and all other applicable Village Ordinances and Codes.

SECTION 5: That this Ordinance shall become effective and shall be in full force and effect from and after its passage in the manner provided by law.

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois, this 26<sup>th</sup> day of February, 2013.

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

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

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

VARIATION (LOT WIDTH)

AYES:


NOS:


VARIATION (GARAGES)

AYES:


NOS:


VARIATION (BUILDING COVERAGE)

AYES:

_____	_____
_____	_____
_____	_____
_____	_____

NOS:

_____	_____
_____	_____
_____	_____
_____	_____

CERTIFIED TO BE CORRECT:

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

APPROVED AS TO FORM-  
VILLAGE ATTORNEY

# Zoning Board Agenda Memo

**Date:** December 18, 2012

**To:** Eric Boyd, Zoning Board Chair  
Members of the Zoning Board of Appeals

**From:** Emily Rodman, Assistant Village Manager

**RE:** 145 Timber Lane - ZONING VARIATION REQUEST [#2012-04]

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## GENERAL BACKGROUND

The petitioner is proposing to construct a nine lot single-family subdivision on approximately 2 acres, located at 145 Timber Lane ("Subject Property"). The property is currently zoned R-1A residential and contains two residential homes and a large detached garage, which will be demolished. The proposed subdivision will include public improvements such as water, sanitary and storm sewers; street lighting; street trees; sidewalks; and extend Finsbury Lane north, connecting into Timber Lane and Pine Tree Lane on the east. The proposed homes will be two stories, include an attached garage, and will range from approximately 3,000 to 3,200 square feet.

The petitioner is requesting three variations from the Village Code to facilitate the construction of the proposed subdivision. These variations are detailed in the attached application and noted below. Please note that the petitioner has amended their initial application (see attached letter), which requested a variation from the maximum permissible building coverage up to 35%, to only 33%, as Section 4.3D3 of the Zoning Ordinance does not allow a variation to be granted for an increase in lot coverage of 10% or greater.

## VARIATIONS REQUESTED

- Section 7.3 (Table 7-2): To reduce the required minimum lot width on proposed Lots 7, 8 and 9 from 55' to 40'
- Section 12.4(E)(1)(b): To eliminate the requirement that attached front-loaded garages be located a minimum of five feet behind the main front façade of the house for all proposed lots
- Section 7.3 (Table 7-2): To increase the maximum permissible building coverage from 30% to 33% for all proposed lots

	Code Requirement	Proposed
Lot Area	6,700 SF	6,700 – 10,828 SF
Lot Width	55'	55' for Lots 1-6, 40' for Lots 7-9
Lot Depth	90'	114' – 123' (varies by lot)
Building Coverage	30%	33%
Impervious Surface Coverage	50%	50%
Front-Loaded Attached Garage Setback (from façade)	5'	0'

## DOCUMENTATION

- Application for Zoning Variation
  - Legal Description
  - Adjacent Property Owner Information
  - Plat of Survey
  - Proposed Concept Plan
  - Contract
  - Letter from Peter S. Kramer (architect)
- Supplemental Letter from Applicant
- Adjacent Property Owners Letter
  - Public Hearing Notice
- Affidavit of Mailing

## VILLAGE APPROVAL PROCESS

In order to construct the proposed subdivision, the petitioner must submit an application for subdivision, which includes a Plat of Subdivision. The application will be evaluated by Village staff in conjunction with the Village Attorney and Village Engineer. The application and proposed Plat of Subdivision will then be forwarded to the Village's Plan Commission for consideration. It is the responsibility of the Plan Commission to evaluate the following aspects of the subdivision, including, but not limited to: the number of lots, lot configuration and orientation, proposed public improvements, traffic impacts, storm water impacts, tree preservation/landscaping, consistency with the Village's Comprehensive Plan, etc. Once the Plan Commission makes its recommendation, the Plat of Subdivision will be presented to the Village Board for consideration. If approved, building permits would be required to construct all public and private improvements.

However, because the petitioner is requesting variations from zoning regulations which impact the ultimate design and layout of the subdivision, the petitioner has requested to have the variation requests considered by the Zoning Board of Appeals prior to consideration of the Plat of Subdivision by the Plan Commission. As such, the ZBA should evaluate the proposed variation requests as it would any variation request. All other items related to the design and construction of the subdivision (as outlined above) will be considered and evaluated by the Plan Commission. Staff anticipates the proposed subdivision will be considered by the Plan Commission in January, with Village Board consideration to occur in February.

## VARIATION STANDARDS

In evaluating this request, the Zoning Board of Appeals should apply the standards noted below. According to the Zoning Code, a variation request must meet each of the following criteria in order for a variance to be granted:

a. Undue Hardship: ***Will the strict application of the terms of the Zoning Code result in undue hardship unless specific relief is granted?***

b. Unique Circumstances: ***Is the plight of the owner due to unique circumstances inherent to the subject property and not from the personal situation of the owner?***

c. Essential Character of the Locality: *Would the variation, if granted, alter the essential character of the locality?*

Please see that attached "Application for Zoning Variation" for summaries of the petitioner's responses to the variation standards noted above.

**STAFF ANALYSIS – VARIATION #1**

The definition of "lot width" requires that lot width be measured at the front setback line on any given lot, regardless of the shape of the lot, the actual setback at which the home is constructed, or the overall size of the lot. The existing definition for lot width does not contemplate "pie-shaped" lots (often found on "eyebrows" or "cul-de-sacs"), which have a narrower street frontage, and which widen and "expand" as the lot fans out from the street. The intent of establishing a minimum lot width requirement is to ensure that there is adequate distance between homes for life safety reasons (such as fire) and to ensure that there is adequate access to, and movement of, light and air throughout the property.

The extensive public improvements required dictate the layout of the proposed subdivision. These improvements include extending an existing road north and connecting it into an existing dead-end street (Pine Tree Lane) and an existing sub-standard cul-de-sac (Timber Lane). The improvements also include the provision of water, sanitary and storm sewer, street lights and street trees, sidewalks and street pavement. In order to accommodate these improvements, and based on the existing configuration of the subject property, three of the nine proposed lots are located off a cul-de-sac.\*

When the minimum lot width definition is applied to the proposed cul-de-sac lots (lots 7, 8 and 9), these lots do not meet the minimum lot width requirement (of 55') even though they are the three largest lots in the proposed subdivision in terms of square footage (7,546, 10,828 and 7,037 SF respectively). If measured at the point at which the homes will actually be constructed on the lot, the lots are 55' wide. In addition, the lots meet all other bulk requirements of the zoning district. Thus, the intent of the minimum lot width provision is met, as homes will be adequately spaced from each other and these larger lots will allow for sufficient light and air flows throughout the property. Strict application of this zoning regulation would result in the loss of a buildable lot. If only an eight lot subdivision is constructed, the lots contained within the subdivision would be significantly larger than what is required by the Zoning Ordinance. Additionally, the lots would also be substantially larger than the existing lots in the neighborhood and therefore would be out of character with the existing neighborhood.

In addition, the homes that will be constructed on these lots will be similar in size and form to those constructed on the other six lots that do not require the variation from lot width. All proposed lots and the homes proposed to be constructed on them will be similar in size and nature to the existing homes in the neighborhood. Thus, the character of the area will be maintained.

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*\*Technically, the proposed design incorporates an "eyebrow" at the north end of the subdivision where Finsbury Lane and Pine Tree Lane meet. This eyebrow or "bump-out" does not constitute a true cul-de-sac, because it does not meet the dimensional requirements of a "cul-de-sac" and it is not the terminus of the street. However, the petitioner refers to this area as a cul-de-sac in their application and this is a term that is familiar to residents, so for the purposes of this memo, the term "cul-de-sac" will be used.*

### **STAFF ANALYSIS – VARIATION #2**

The Zoning Ordinance requires that any new home constructed with an attached front-loaded garage must have the garage set back at least five feet from the front façade of the home. This is primarily an aesthetic regulation, intended to ensure that from the street frontage, the view of the home is not dominated by the garage. Additionally, the requirement can also be seen as encouraging the construction of detached garages, a style of home construction seen as desirable in the community and consistent with the architectural style of many homes throughout La Grange Park.

The proposed subdivision will include 9 homes located on lots that border the Cook County Forest Preserve District either to the west (lots 1-7) or the north (lots 8-9). It is the petitioner's intent to maximize the benefit of this natural feature by constructing homes with attached garages and maintaining unobstructed views to the Forest Preserve property. While the proposed homes will stand apart from existing homes in the neighborhood as new construction, by constructing homes with attached garages, the new homes will blend more closely in style to the existing homes. All of the existing homes in the neighborhood have attached garages, most of which are front-loaded garages. In all cases, these front-loaded garages are either flush with the front façade of the home, or protrude several feet out toward the street. None of them comply with the requirement to be set back 5' from the front facade. Strict application of this zoning regulation would result in a subdivision that is inconsistent in architectural style from the existing neighborhood.

### **STAFF ANALYSIS – VARIATION #3**

The proposed subdivision will include nine semi-custom homes. The petitioner is requesting relief from the Zoning Ordinance to increase the allowable building coverage from 30% to 33%, which equates to approximately 200 square feet per home. They assert that this will allow for increased flexibility in building design/layout, increased marketability of the homes, and will prevent monotony in design. The maximum impervious surface coverage permitted (50%) will not be impacted.

Generally the Zoning Ordinance allows for a maximum building coverage of 30% for interior lots and 35% for corner lots (Table 7-2). Additionally, for those homes that currently have a single-car detached garage and are currently constructed at the 30% building coverage limitation, the Zoning Ordinance permits an additional "lot coverage bonus" of 3% to construct a new detached two-car garage (Section 12.4.E.2.g).

Since the new Zoning Code has been in effect, the Village has granted zoning relief (through variations) on two occasions to allow for an increase in building coverage. In both instances, the relief was granted for developed property (detached garage - 31.9% and sunroom - 33%). Each variation request must be evaluated on its own merits.

### **EVIDENTIARY ISSUES**

In evaluating this request, the Zoning Board may inquire into the following evidentiary issues, as deemed appropriate:

- a. The particular physical surroundings, shape or topographic conditions of the Subject Property impose a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out.

- b. The alleged difficulty or hardship has not been created by any person presently having a proprietary interest in the Subject Property.
- c. The granting of the variation will not be detrimental to the public welfare in the neighborhood in which the Subject Property is located.
- d. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety or impair property values within the neighborhood.
- e. The proposed variation is consistent with the spirit and intent of the Zoning Code and the Village's Comprehensive Plan.
- f. The value of the Subject Property will be substantially reduced (as compared with other properties in the same zoning district) if permitted to be used only under the conditions allowed by regulations governing that zoning district.

The Zoning Board should evaluate all of these considerations in making their recommendation to the Village Board.

cc: Paul McNaughton, McNaughton Development - Petitioner  
Julia Cedillo, Village Manager  
Dean Maggos, Director of Fire & Building  
Brendan McLaughlin, Director of Public Works  
Paul Flood, Hancock Engineering - Village Engineer

# Village Board Agenda Memo

Date: February 12, 2013

To: President & Board of Trustees

From: Emily Rodman, Assistant Village Manager 

Julia Cedillo, Village Manager 

RE: **Subdivision Application: McNaughton Development Inc., 145 Timber Lane,**

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## **GENERAL BACKGROUND:**

McNaughton Development, Inc. ("Developer") is has submitted an application for subdivision and is proposing to construct a nine lot single-family subdivision on the property at 145 Timber Lane. The property is approximately 2 acres in size and currently contains two [vacant] single-family homes, a detached garage and a dilapidated chain-link fence. The proposed subdivision will include public improvements such as water, sanitary and storm sewers; street trees; sidewalks; and extend Finsbury Lane north, connecting into Timber Lane and Pine Tree Lane on the east. A common area outlot (Outlot 10) will include additional landscaping and will be maintained by a Homeowner's Association.

The Village has requested the Developer enter into an Improvement and Maintenance Agreement detailing the timing for construction of the improvements, how the property will be maintained while under construction, and how the public improvements will be secured. The terms of this Agreement are currently under review by the Developer. Staff recommends approval of the subdivision be contingent up on the Developer executing this Agreement.

## **STORM WATER MANAGEMENT**

Staff has worked closely with the Developer in reviewing options for storm water management on the site. Please see the attached Plan Commission Memo for additional details on the proposed storm water management. The Developer is requesting the Village allow them to pay a "fee-in-lieu" for a portion of the required storm water storage due to topographical and economic constraints related to providing the entire required storage on the site.

Both the Village's Engineer and staff feel this is a reasonable request. The Village's storm water ordinance establishes a formula for calculating the fee-in-lieu amount, which would equate to an approximate fee-in-lieu payment of \$93,000. Once collected, the fee in lieu payment is internally allocated by the Village for future storm water management efforts. Staff recommends the Village Board require payment of the cash-in-lieu fee at the time the Developer submits for a building permit for the project.

## **ZONING BOARD OF APPEALS**

In order to proceed with the current subdivision design, the Developer has also requested zoning relief (Zoning Application No. 2012-04). Please refer to the zoning application materials for additional details on the requested relief.

## **PLAN COMMISSION**

On January 30, 2013 the Plan Commission reviewed the subdivision request to create a new nine-lot single-family subdivision. While no public hearing was conducted, the Plan Commission did accept public comment on the subdivision. The minutes from the meeting have not yet been approved. However, the public comment and Plan Commission discussion on the application have been summarized below.

A total of five residents provided comment at the meeting. These residents reside on Finsbury, Huntington, Timber and Pine Tree. A number of the concerns raised were regarding issues outside of the Plan Commission's authority, such as the size and aesthetics of the homes, the cost of the homes and the potential for them to go into foreclosure. Other concerns, such as the duration the subdivision would be under construction, maintenance of the subdivision during construction, the impact of construction on the roads, and potential storm water impacts were addressed by the Developer, Village staff and the Village Engineer.

A few Plan Commissioners asked for clarification on various items. After all questions were addressed, the Commission voted unanimously to recommend approval of the subdivision, with the following conditions:

- 1) That the Developer revise the Plat of Subdivision and Engineering Plans subject to the approval of the Village Engineer, Village Attorney and Village Board; and,
- 2) That the Developer secure all required permits from Metropolitan Water Reclamation District, the Illinois Environmental Protection Agency, and Cook County prior to commencing construction on the subdivision.

## **MOTION/ACTION REQUESTED:**

*If there is consensus by the Village Board, staff will place this Ordinance on the agenda for the formal approval at the February 26<sup>th</sup> Village Board Meeting.*

## **RECOMMENDATION:**

The Plan Commission on a vote of 5 "AYES" and 0 "NAY'S" has recommended that the subdivision request be approved subject to the two conditions outlined above.

## **DOCUMENTATION:**

- Improvement & Maintenance Agreement (draft)
- Ordinance granting subdivision approval for 145 Timber Lane
- Plat of Subdivision
- Memo from Hancock Engineering Regarding Storm Water Management
- Plan Commission Memo (without attachments – previously distributed with attachments)
- Subdivision Application (previously distributed)

**\*\*\*DRAFT – Developer will bring executed copy to the meeting\*\*\***

**IMPROVEMENT & MAINTENANCE AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the VILLAGE OF LA GRANGE PARK, a municipal corporation of the State of Illinois, having its principal offices at 447 N. Catherine Ave, La Grange Park, Illinois 60526 (hereinafter called "VILLAGE") and McNaughton Development, Inc. (hereinafter called "DEVELOPER").

**WITNESSETH:**

WHEREAS, on or about January 7, 2013, DEVELOPER, as applicant, filed an application for subdivision plat approval with respect to the property legally described on Exhibit "A", attached hereto which is, by this reference, incorporated herein ("SUBJECT REALTY") so as to permit the construction of nine lot single-family subdivision and related improvements ("PROJECT"); and,

WHEREAS, the DEVELOPER desires to construct the PROJECT on the SUBJECT REALTY and has submitted to the VILLAGE a subdivision plat, a copy of which is attached hereto as Exhibit "B" which is, by this reference, incorporated herein, and which plat has been approved by the Plan Commission of the VILLAGE; and,

WHEREAS, the VILLAGE is willing to approve the PROJECT provided that this Agreement is executed to insure the completion of certain improvements in accordance with applicable VILLAGE ordinances and/or agreements between the VILLAGE and DEVELOPER. The PROJECT shall not be approved until this Agreement is executed.

NOW, THEREFORE, it is mutually agreed as follows:

1. DEVELOPER shall furnish, or cause to be furnished, at its own cost and expense, all the

necessary materials, labor and equipment to complete the following improvements on the SUBJECT REALTY (the "IMPROVEMENTS" or individually, the "IMPROVEMENT"):

- A. Street Paving including base and binder course, curb and gutter.
- B. Street Paving, surface course.
- C. Storm Sewer Facilities (including any detention/retention facilities) and related structures.
- D. Water Distribution Facilities (and all appurtenances thereto).
- E. Sanitary Sewer Facilities (and all appurtenances thereto).
- F. Parkway Landscaping on east perimeter of Finsbury Lane.
- G. Parkway Landscaping on the west and north perimeter of Finsbury Lane.
- H. Front Yard Trees.
- I. Street Signage.
- J. Erosion Control.
- K. Site Grading and Earth Moving.
- L. Sidewalks.
- M. Any and all restoration work attendant to any of the above.

all in a good and workmanlike manner and in accordance with all pertinent ordinances and regulations of the VILLAGE and/or other agreements between the VILLAGE and DEVELOPER, and the Plans and Specifications for such IMPROVEMENTS shown on Exhibit "C" attached hereto, which Plans and Specifications have been prepared by DesignTek Engineering, Inc. 9500 Bormet Drive, Suite 304, Mokena, Illinois, identified as Job No. 12-0004, consisting of two (2) sheets, dated October 27, 2012 and revised

through \_\_\_\_\_, 2013, known as Final Subdivision Plat of McNaughton Subdivision ("PLAT"), and DesignTek Engineering, Inc. 9500 Bormet Drive, Suite 304, Mokena, Illinois, identified as Job No. 12-0031, consisting of twelve (12) sheets, dated January 7, 2013, and revised through \_\_\_\_\_, 2013, known as Final Engineering Plans for McNaughton Subdivision ("IMPROVEMENT PLANS"), which Plans and Specifications have heretofore been approved by the VILLAGE, together with any amendments thereto approved by the VILLAGE. Any utilities and services to be installed in or under the streets shall be installed prior to paving.

2. Attached hereto as Exhibit "D" is a complete cost estimate for the construction of the IMPROVEMENTS. The DEVELOPER shall submit a Letter of Credit or Surety Bond naming VILLAGE as beneficiary ("SECURITY") issued by a sound financial institution authorized to transact business and maintaining an authorized agent for service in the State of Illinois. Such SECURITY shall be presentable by the VILLAGE at the counter of a financial institution in the State of Illinois. Such SECURITY shall contain such terms and provisions as may be acceptable to the Village Attorney of the VILLAGE and shall be deposited with the VILLAGE prior to issuance of a building permit for the PROJECT by the VILLAGE.

Said SECURITY shall be in a principal amount of not less than one hundred ten percent (110%) of the DEVELOPER'S engineer's estimate, as approved by the Village Engineer, of the costs of all IMPROVEMENTS to be constructed upon the SUBJECT REALTY.

The SECURITY may provide for its reduction from time to time, based upon the Village Engineer's recommendation to the Village Manager of the value of any of the IMPROVEMENTS installed. The Village Engineer's recommendation shall not be subject to question by the DEVELOPER. In no event shall the SECURITY be reduced to an amount less than one hundred ten percent (110%) of the Village

Engineer's estimate of the cost of completion of all remaining IMPROVEMENTS. Any language in the SECURITY with respect to its reduction shall be subject to the approval of the Village Attorney. In no event shall the Village Engineer's recommendation for a reduction to the SECURITY or the Village Manager's authorization for such reduction constitute final acceptance of any of the IMPROVEMENTS.

3. All work related to the IMPROVEMENTS shall be subject to inspection by the Village Engineer, and his approval thereof shall be a condition precedent to the payout of funds to contractors or subcontractors. The approval provided for in this paragraph shall not constitute final acceptance of any or all of the IMPROVEMENTS.

4. The DEVELOPER shall furnish to the VILLAGE at the same time the SECURITY is required to be submitted, evidence of liability insurance in the amount of at least \$1,000,000/\$2,000,000 with a \$5,000,000 umbrella policy covering the construction activities of the DEVELOPER contemplated by this Agreement. Such insurance shall be written by a company rated by Best Reporting Service A VI or better. Such certificate of insurance shall be deposited before the commencement of any work by the DEVELOPER. The policy shall provide a thirty (30) day "prior notice of termination" provision in favor of the VILLAGE. Should the DEVELOPER allow such liability insurance to terminate prior to the final acceptance of all of the IMPROVEMENTS, the VILLAGE may have recourse against the SECURITY for funds sufficient to cause the liability insurance to remain in effect until the final acceptance of all of the IMPROVEMENTS.

5. The DEVELOPER, by its execution of this Agreement, agrees to indemnify, hold harmless, defend, pay costs of defense, and pay any and all claims or judgments which may hereafter accrue against the VILLAGE, or its agents, servants and employees, arising out of any of the DEVELOPER'S construction activities contemplated by this Agreement.

6. DEVELOPER shall cause all IMPROVEMENTS identified in paragraph 1 of this Agreement to be completed in accordance with the following schedule:

(i) Items A, C, D, E, F, I, J and K shall be completed prior to issuance of a certificate of occupancy for the first single-family home or prior to the issuance of building permit for the third single-family home, whichever occurs first.

(ii) Items G, H, L and M shall be completed for each single-family home prior to issuance of a certificate of occupancy for the respective home.

(iii) Items B and M shall be completed prior to the issuance a certificate of occupancy for the 9<sup>th</sup> single-family home.

Notwithstanding any provision contained herein to the contrary, all IMPROVEMENTS shall be completed no later than two years from and after the date of this Agreement.

If work relating to the IMPROVEMENTS is not completed within the time prescribed herein, the VILLAGE shall have the right, but not the obligation, to obtain completion of the IMPROVEMENTS by drawing on the SECURITY in addition to any other available remedies.

7. Upon completion of any IMPROVEMENT and, further, upon the submission to the VILLAGE of a certificate from the engineering firm employed by DEVELOPER stating that the said IMPROVEMENT has been completed in conformance with this Agreement, the VILLAGE Code, the final engineering Plans and Specifications relative thereto, any applicable agreements and all State and Federal laws and standards, the Village Engineer shall, within thirty (30) days after the VILLAGE receives the aforesaid certification from the DEVELOPER'S engineer, either (i) recommend to the VILLAGE'S corporate authorities final acceptance of said IMPROVEMENT, or (ii) designate in writing to DEVELOPER all corrections or alterations which shall be

required to obtain a recommendation of final acceptance of said IMPROVEMENT, specifically citing sections of the final engineering Plans and Specifications, the VILLAGE Code or this Agreement, any applicable agreement or State or Federal law or standard, relied upon by said Village Engineer. Should the Village Engineer reject any IMPROVEMENT, or any portion or segment thereof, for a recommendation of final acceptance, the DEVELOPER shall cause to be made to such IMPROVEMENT such corrections or modifications as may be required by the Village Engineer. The DEVELOPER shall cause the IMPROVEMENTS to be submitted and resubmitted as herein provided until the Village Engineer shall recommend final acceptance of same to the corporate authorities of the VILLAGE and the corporate authorities shall finally accept same. No IMPROVEMENT shall be deemed to be finally accepted until the corporate authorities shall, by appropriate resolution, finally accept same.

Upon completion and as a condition of final acceptance by the VILLAGE, DEVELOPER agrees to convey and transfer those IMPROVEMENTS which are deemed to be public improvements to the VILLAGE by appropriate Bill(s) of Sale.

8. The DEVELOPER guarantees that the workmanship and materials furnished under the final Plans and Specifications and used in said IMPROVEMENTS will be furnished and performed in accordance with well-known established practices and standards recognized by engineers in the trade. All IMPROVEMENTS shall be new and of the best grade of their respective kinds for the purpose.

All materials and workmanship shall be guaranteed by the DEVELOPER for a period of twelve (12) months from the date of final acceptance.

To partially secure the DEVELOPER'S guarantee, at the time or times of final acceptance by the VILLAGE of the installation of any IMPROVEMENT in accordance with this Agreement, the VILLAGE shall

retain a portion of the SECURITY in the amount of ten percent (10%) of the actual cost of the IMPROVEMENT finally accepted by the VILLAGE. This SECURITY shall be held by the VILLAGE for a period of twelve (12) months after the IMPROVEMENT is finally accepted.

The DEVELOPER shall make or cause to be made at its own expense, any and all repairs which may become necessary under and by virtue of this contract guarantee and shall leave the IMPROVEMENT in good and sound condition, satisfactory to the VILLAGE and the Village Engineer, at the expiration of the guarantee period. In said event and at the expiration of such period, said SECURITY shall be returned to the DEVELOPER.

If during said guarantee period, any IMPROVEMENT shall require any repairs or renewals, in the opinion of the Village Engineer, necessitated by reason of settlement of foundation, structure or backfill, or other defective workmanship or materials, the DEVELOPER shall, upon notification by the Village Engineer of necessity for such repairs or renewals, make such repairs or renewals, at its own cost and expense. Should the DEVELOPER fail to make such repairs or renewals within the time specified in such notification, the VILLAGE may cause such work to be done, either by contract or otherwise, and the VILLAGE may draw upon said SECURITY to pay the entire cost or expense thereof, including attorneys' fees and consultants' costs. Should such cost or expense exceed the amount set forth in said SECURITY, the DEVELOPER will remain liable for any additional cost or expense incurred in the correction process.

9. The DEVELOPER shall furnish the VILLAGE with copies of lien waivers showing that all persons who have done work, or have furnished materials under this Agreement and are entitled to a lien therefore under any laws of the State of Illinois, have been fully paid or are no longer entitled to such lien.

10. The DEVELOPER shall be responsible for the maintenance of the IMPROVEMENTS until such

time as they are finally accepted by the VILLAGE. This maintenance shall include routine maintenance, as well as emergency maintenance such as sewer blockages and water main breaks. Such maintenance shall be sufficient to render the IMPROVEMENTS required by paragraph 1 of this Agreement, compliant with the Plans and Specifications identified by said paragraph at the time of their final acceptance by the VILLAGE.

11. DEVELOPER shall be responsible for any and all damage to the IMPROVEMENTS which may occur during the construction of the PROJECT irrespective of whether the IMPROVEMENTS damaged have or have not been finally accepted hereunder, except in the event that the damage is caused by acts of negligence by the Village or its authorized agents. DEVELOPER shall replace and repair damage to the IMPROVEMENTS installed within, under or upon the SUBJECT REALTY resulting from construction activities by DEVELOPER, its successors or assigns and its employees, agents, contractors or subcontractors during the term of this Agreement, but shall not be deemed hereby to have released any other party from liability or obligation in this regard. DEVELOPER shall have no obligation with respect to damage resulting from ordinary use, wear and tear occurring after final acceptance with respect to IMPROVEMENTS deemed to be public improvements.

12. The DEVELOPER shall seed any lots where construction does not commence 12 months after the lot is graded. Should the DEVELOPER fail to seed graded lots after 12 months passes, the VILLAGE shall draw upon the SECURITY to complete this requirement. If the VILLAGE draws upon the SECURITY for this purpose, the DEVELOPER shall increase the amount of the SECURITY by the amount that is utilized by the VILLAGE within thirty (30) days of written notice to the DEVELOPER. If the DEVELOPER fails to increase the SECURITY within 30 days of written notice, no additional building permits will be issued for the PROJECT until this requirement is met.

13. In accordance with the VILLAGE'S storm water management ordinance, the DEVELOPER shall pay a fee-lieu-of on-site storm water management ("Fee") of \$\_\_\_\_\_. 50% of the total Fee (\$\_\_\_\_\_) shall be paid prior to the issuance of any building permit for the site. The remaining 50% of the Fee shall be paid in nine equal installments, each 1/9<sup>th</sup> (\$\_\_\_\_\_) to be paid prior to issuance of a building permit for construction of a home on each of the nine (9) subdivided lots.

14. The VILLAGE agrees to freeze the building permit fees at the amounts in place at the time this Agreement is executed for a period of time not to exceed two (2) years from the date of execution of this Agreement.

15. In exchange for providing an additional water main connection between the PROJECT and an existing water main stub on Timber Lane, the VILLAGE hereby agrees to reimburse the DEVELOPER for the cost of the materials associated with making said connection in accordance with the IMPROVEMENT PLANS and the approved DEVELOPER's engineers estimate.

16. The rights and remedies of the VILLAGE as provided herein, in the ordinances of the VILLAGE and/or in any agreements between the VILLAGE and DEVELOPER regarding the PROJECT, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the VILLAGE, and may be exercised as often as occasion therefore shall arise. Failure of the VILLAGE, for any period of time or on more than one occasion, to exercise such rights and remedies shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent default. No act of omission or commission of the VILLAGE, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release to be effected only through a written document executed by the VILLAGE and then only to the extent

specifically recited therein. A waiver or release with reference to any one event shall not be construed as a waiver or release of any subsequent event or as a bar to any subsequent exercise of the VILLAGE'S rights or remedies hereunder. Except as otherwise specifically required, notice of the exercise of any right or remedy granted to the VILLAGE is not required to be given.

17. From and after the date on which the Village Manager notifies the DEVELOPER, in writing, that the DEVELOPER is in default of any of its obligations under this Agreement, the DEVELOPER shall pay to the VILLAGE, upon demand, all of the VILLAGE'S fees, costs and expenses incurred in enforcing the provisions of this Agreement against DEVELOPER, including, without limitation, engineers' and attorneys' fees, costs and expenses, and, if any litigation is filed as part of such enforcement, any court costs and filing fees.

18. This Agreement shall be binding upon and inure to the successors and assigns of the parties to this Agreement. Notwithstanding the foregoing, this Agreement shall not be assigned by either party hereto without the prior written consent of the other party to this Agreement. Written consent shall not be unreasonably withheld.

19. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and this Agreement may be enforced with that provision severed or as modified by the court.

20. This Agreement sets forth an agreement of the parties insofar as it specifically contradicts, modifies or amplifies any provision of the VILLAGE Code. To the extent that this Agreement does not address an applicable provision of the VILLAGE Code, the VILLAGE Code shall continue to control the parties' activities contemplated by this Agreement regardless of the fact that the VILLAGE Code has not

been addressed within the specific terms of this Agreement.

21. This Agreement shall be in full force and effect from the date set forth above until two (2) years from and after the date on which the last of the IMPROVEMENTS has been finally accepted.

22. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

23. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

A. VILLAGE at:

Village of La Grange Park  
447 N. Catherine Avenue  
LA GRANGE PARK, Illinois 60526

B. DEVELOPER at:

McNaughton Development, Inc.  
115220 Jackson Street, Suite 101  
Burr Ridge, IL 60527

24. This Agreement is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

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

VILLAGE OF LA GRANGE PARK, an Illinois  
municipal corporation,

By: \_\_\_\_\_  
Village President

ATTEST:

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

DEVELOPER

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

ATTEST:

\_\_\_\_\_

STATE OF ILLINOIS )

) SS.

COUNTY OF COOK )

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

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_,  
2013.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )

) SS.

COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dr. James L. Discipio of the VILLAGE OF LA GRANGE PARK, and Amanda Seidel, Village Clerk of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth; and the said Village Clerk then and there acknowledged that she, as custodian of the corporate seal of said Village, did affix the corporate seal of said Village to said instrument, as her own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_,  
2013.

\_\_\_\_\_  
Notary Public

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

**AN ORDINANCE APPROVING FINAL SUBDIVISION PLAT FOR  
MCNAUGHTON SUBDIVISION**

WHEREAS, McNaughton Development, Inc. (“Developer”) has filed an Application for Approval of a Final Subdivision Plat of McNaughton Subdivision (the “Plat”) regarding a 2 acre parcel of property located at 145 Timber Lane, LaGrange Park, Illinois; and

WHEREAS, the Plan Commission reviewed the Plat and Engineering Plans prepared by Design Tek Engineering, Inc. (Project #12-10004), along with various memoranda prepared by Village Staff and Village Engineer, and has recommended that the Board of Trustees approve the Plat, subject to approval by the Village Engineer and Board of Trustees of final engineering plans and also subject to the Developer obtaining permits from Cook County, Illinois Environmental Protection Agency and the Metropolitan Water Reclamation District prior to commencement of construction on the site; and

WHEREAS, the Village Engineer has approved the final engineering plans dated \_\_\_\_\_ as prepared by Design Tek Engineering, Inc.; and

WHEREAS, the Board of Trustees has determined that it is in the best interests of the Village of La Grange Park to approve the Final Subdivision Plat of McNaughton Subdivision, subject to the conditions stated below.

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

SECTION 1: That the Final Subdivision Plat of McNaughton Subdivision be and hereby is approved, subject to the following conditions:

- 1) That the Developer and Village execute the Improvement and Maintenance Agreement, in a form approved by the Village Attorney, prior to recordation of the Final Plat;
- 2) That the Final Plat of Subdivision (approved by the Village Attorney) shall be recorded by the Village Clerk or Deputy Village Clerk prior to issuance of any building permits for the site;
- 3) That Covenants, Conditions and Restrictions for the Subdivision be approved by the Village Attorney and recorded against the property prior to issuance of any building permits for the site;
- 4) That the Developer obtain all required permits from the Metropolitan Water Reclamation District, Illinois Environmental Protection Agency and Cook County prior to issuance of any building permits for the site;
- 5) That Lot 10 be seeded prior to issuance of an occupancy permit for any home in the Subdivision.

SECTION 2: That the Developer's right to building and occupancy permits shall be expressly conditioned upon continued compliance with all conditions of this Ordinance, as well as the terms and conditions of the Improvement and Maintenance Agreement.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois this \_\_\_<sup>th</sup> day of February 2013.

AYES:

NOS:

ABSENT:

Approved this \_\_\_\_\_<sup>th</sup> day of February, 2013.

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

ATTEST:

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

Village Attorney: approved as to form





# Plan Commission Agenda Memo

**Date:** January 30, 2013

**To:** Phyllis Anderson-Meyer, Plan Commission Chair  
Members of the Plan Commission

**From:** Emily Rodman, Assistant Village Manager 

**RE:** 145 Timber Lane – SUBDIVISION APPPLICATION

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## BACKGROUND

The Village of La Grange Park does not currently have a subdivision ordinance in place, and as a result, the subdivision of property within the Village is governed by the Illinois Plat Act. Although the lack of local regulations limits the Village's authority to require certain improvements, the Plat Act does permit the Village to require that certain improvements be constructed to Village standards if they are to be dedicated to the Village and become public property.

## SITE DESCRIPTION

The subject property is located at 145 Timber Lane and is approximately 2 acres. The property is currently zoned R-1A Residential and contains two [vacant] single-family residential homes, a detached garage and is surrounded by a dilapidated chain-link fence. The site is bordered to the north and west by the Forest Preserve District of Cook County and to the east and south by existing single-family homes also zoned R1-A Residential. Currently, both Pine Tree Lane and Timber Lane terminate at the east perimeter of the property. Finsbury Lane terminates at the south perimeter of the property.

## DEVELOPMENT PROPOSAL

The applicant, McNaughton Development, Inc. ("Developer") is proposing to construct a nine lot single-family subdivision. The proposed subdivision will include public improvements such as water, sanitary and storm sewers; street trees; sidewalks; and extend Finsbury Lane north, connecting into Timber Lane and Pine Tree Lane on the east. A common area outlot (Outlot 10) will include additional landscaping and potentially a subdivision sign and will be maintained by a Homeowner's Association.

## STAFF ANALYSIS

### *Appropriateness of Use*

The Comprehensive Plan identifies this area for "single-family residential – detached" not to exceed 8 dwelling units per acre. The proposed subdivision is consistent with this designation and will be constructed at a density of approximately 4.5 dwelling units per acre (or 6 dwelling units per acre excluding public right-of-way).

### *Traffic Flow & Access*

The Developer is proposing to extend the existing Finsbury Lane north along the eastern perimeter of the subject property. The proposed right-of-way is 50' in width, which is consistent with the existing Finsbury Lane right-of-way and with the existing right-of-way width of Timber Lane. The existing cul-de-sac located at the western terminus of Timber Lane is sub-standard in size and is not large enough to permit emergency vehicles to turn

around. To allow for improved emergency access and traffic flow, the Developer will be removing the existing cul-de-sac bulb and realigning the street to connect into the extended Finsbury Lane. To the north, the existing dead end at Pine Tree Lane will also be connected into the extended Finsbury Lane. The road extension and connections will complete the neighborhood street grid and ensure that all homes in the area will have two points of access for emergency vehicles.

Since only nine homes are proposed, the traffic generated from the development will be nominal. The standards for estimating traffic generated from new development (called “trips”) are established by the Institute for Transportation (ITE). According to their manual, a single-family home generates approximately 10 trips per day, which equates to a total of 90 daily trips for the proposed development. The existing and proposed street infrastructure is adequate to serve the development.

#### *Utilities*

The Developer will be connecting into the existing water main at the northern terminus of Finsbury Lane and will be looping the main by connecting into the existing main at the western terminus of Pine Tree Lane. Staff has also requested the Developer connect into the main located at the western terminus of Timber Lane to complete the existing system. The existing and proposed infrastructure is adequate to serve the development.

The sanitary sewers will be connected into the existing lines generally located at the western terminus of Timber Lane and along the western property line of 202 Timber Lane. The existing and proposed infrastructure is adequate to serve the development.

Staff has worked closely with the Developer in reviewing options for storm water management on the site. Please see the attached memo from the Village’s consulting engineers, Hancock Engineering, detailing how storm water will be managed on the site. The Developer is requesting the Village allow them to pay a “fee-in-lieu” for a portion of the required storm water storage due to topographical and economic constraints related to providing the entire required storage on the site. Both the Village’s Engineer and staff feel this is a reasonable request. The Village’s storm water ordinance establishes a formula for calculating the fee-in-lieu amount (detailed in Hancock’s attached memo), which would equate to an approximate fee-in-lieu payment of \$93,000. Once collected, the fee in lieu payment is internally allocated by the Village for future storm water management efforts. Should the Plan Commission support the fee-in-lieu payment, the Village Board would determine the appropriate timing of the payment.

#### *Landscaping*

Village staff has requested the Developer install street trees in the right-of-way along the eastern perimeter of the extended Finsbury Lane, which is approximately 15’ in width. The right-of-way along the western perimeter of the extended Finsbury Lane is proposed at 5’ in width, which is too narrow to accommodate typical street trees. In lieu of planting trees in the parkway, the Developer has agreed to plant shade trees in the front lawns on the majority of the nine lots. The Developer may also provide some additional landscaping in the proposed Outlot 10.

#### *Construction/Timeline*

The Developer anticipates beginning construction of the public improvements and at least one home this spring. While the property is under construction, the Developer must follow all applicable Village Codes and regulations to minimize the impact of construction on adjacent homeowners. All construction traffic will be routed on Finsbury

Lane and any necessary repairs to the street pavement will be made upon completion of the subdivision. The Developer anticipates it will take approximately two years to complete the subdivision, depending on market conditions.

The Village has requested the Developer enter into an Improvement and Maintenance Agreement detailing the timing for construction of the improvements, how the property will be maintained while under construction, and how the public improvements will be secured. The terms of this agreement have been reviewed by the Village Attorney and the agreement will be subject to Village Board approval.

#### *Outstanding Items*

Staff has been working closely with the Developer throughout the review process to ensure that resident and Village concerns are being addressed. However, due to the time constraints associated with the Developer's contract to purchase the property as well as requirements to obtain approvals from other governmental agencies, not all items were addressed prior to Plan Commission consideration of the project. As such, should the Plan Commission recommend approval of McNaughton Subdivision, staff recommends the Plan Commission place the following conditions on their approval:

- a. That the Developer revise all plans and documents in accordance with the review letters from Emily Rodman to Paul McNaughton dated January 17, 2013 and January 18, 2013 prior to Village Board consideration of the Plat of Subdivision;
- b. That the Developer obtain all required permits from the Metropolitan Water Reclamation District, the Illinois Environmental Protection Agency, and Cook County prior to commencing construction on the subdivision.

#### **DOCUMENTATION**

- Memo from Hancock Engineering Regarding Final Storm Water Calculations
- Review Letter from Emily Rodman to Paul McNaughton dated January 17, 2013
- Review Letter from Emily Rodman to Paul McNaughton dated January 18, 2013
- Application for Subdivision
- ALTA Survey
- Subdivision Plat of McNaughton Subdivision
- Final Engineering Plans for McNaughton Subdivision

#### **ACTION REQUIRED**

The Plan Commission must make a motion to approve or deny McNaughton Development Inc.'s Application for Subdivision.

cc: Paul McNaughton, McNaughton Development, Inc. - Applicant  
Julia Cedillo, Village Manager  
Dean Maggos, Director of Fire & Building  
Brendan McLaughlin, Director of Public Works  
Cathleen Keating, Village Attorney  
Paul Flood, Hancock Engineering - Village Engineer

# MEMO

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Date: January 21, 2013

To: Village of LaGrange Park

Attn: Ms. Emily Rodman, Assistant Village Manager

From: Mark D. Lucas, P.E.

Re: McNaughton's 145 Timber Lane  
Final Stormwater Management Calculations - Review

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We have completed our review of the proposed plans and the Final Stormwater Management Calculations associated with the referenced development. The proposed development consists of 2.04 acres of residential development comprised of single family homes. The property abuts existing single family residences on the south and east and is bordered by Cook County Forest Preserve property on the west and north.

The development site is relatively flat with a general flow pattern running from south to north. The existing runoff rate from the site during the 1% Annual Chance event (formerly known as the 100-Year event) is calculated as 1.43 cubic feet per second (cfs) and is completely tributary to the Cook County Forest Preserve District property.

The Village's storm water ordinance stipulates the maximum allowable release from this size development is 0.10 cfs per acre of development, resulting in a maximum allowable flow rate of 0.20 cfs from the site. Due to the relatively flat nature of the site the collection of the runoff is being routed to an existing storm sewer. The development's proposed storm sewer is to be connected to an existing storm sewer located at the southwest corner of the site. The existing sewer has a tributary area that includes Finsbury Lane, and a portion of Huntington Court and Robinhood Lane. Slightly downstream from the connection point the storm sewers tributary area expands to include all of Sherwood Village. The existing sewer pipe at the point of the proposed development's connection is twenty-four inches (24") in diameter and has a pipe flow capacity of 9.43 cfs. The storm sewer was sized to convey runoff from the 10% Annual Chance storm (formerly known as the 10-Year event), which is a commonly used design criteria. The connection of the proposed developments sewer to the existing pipe at this location should not result in any adverse impacts to the existing tributary areas due to the limited runoff rate (0.20 cfs) being added.

A proposed development's restricted runoff rate typically results in storage volumes being required to detain rainfall events that generate runoff exceeding the allowable release rate. Based on the proposed development's impervious and pervious areas, and applying the allowable release rate, the resultant storage volume required for the site would be 0.71 acre-feet. Required detention volumes are typically provided by employing any combination of detention basins, oversized piping, or underground storage basins. On this project the volume is being provided through a combination of oversized piping and shallow rear yard detention. The storage volume provided by the proposed development is 0.09 acre-feet which is 0.62 ac-feet less than the required volume.

The site has a limiting factor for creating detention volumes since the depth of the existing sewer and the lowest elevation on the site do not allow for a deep basin or large diameter pipe to be utilized. The lowest elevation on the site is 624.30 and the invert of the existing sewer is 618.61. If the detention were to be provided using a surface pond the result would be the need to convert Lots 1 and 2 into a detention pond facility. Our review of the storage being provided in the oversized sewer pipe revealed the elevation difference limits underground storage pipes to thirty-six inches (36") in diameter based on minimum pipe coverage requirements. This calculates to approximately 3,800 feet of additional pipe being needed to store the volume currently not provided for. An alternative for providing this volume would be to utilize an underground storage system, which would require an area of approximately 300 feet in length and 36.5 feet in width to be excavated and filled with a perforated pipe and open graded aggregate system. The developer has indicated that the costs associated with all three of these alternatives would render the proposed project economically infeasible.

The Village storm water ordinance contains a provision to allow the Village to consider a 'fee-in-lieu of' for providing all, or a portion, of the required storage to be collected (at the rate of \$150,000 per acre-foot of volume not provided). If the proposed site does not provide the required storage the result would be more frequent overflow occurrences of the site to the adjoining downstream property, in this case the Cook County Forest Preserve District (CCFPD) land to the north of the site. The expected overflow rate onto this CCFPD property would be 2.5 cfs during the peak event. The impact of the proposed development on the Village's storm sewer system would be negligible based upon this review and will not have adverse impacts on upstream properties.

# **Public Works Committee**

**Scott Mesick, Chairman**

**LaVelle Topps**

**Marshall Seeder**

## VILLAGE BOARD AGENDA MEMO

Date: 01/28/2013

To: President & Board of Trustees

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

Re: **Supplemental Resolution for 2010-2011 MFT Funds**

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### GENERAL BACKGROUND

This agenda item is a request that the Village Board approve a Supplemental Resolution for 2010-11 Motor Fuel Tax Funds. This is a clean-up item to confirm that the additional amounts spent on road salt during the Winter of 2010-11 supplements the amount originally estimated and are an eligible use of MFT Funds.

On June 22, 2010, the Village Board approved an IDOT Resolution for the expenditure of Motor Fuel Tax Funds (MFT) for the period of 05/01/2010 thru 04/30/2011 for \$105,000. It has now been determined by Hancock Engineering that an IDOT Supplemental Resolution in the amount of \$15,000 needs to be approved and passed by the Village Board.

The item which triggered the need for a Supplemental Resolution was the purchase of salt during that time period. Looking back at historical weather records, the Village had several snow events in December of 2010, January 2011 and a large snow storm in February 2011 (22"), which caused the additional purchases of salt.

Attached is a letter dated January 24, 2013, from Hancock Engineering outlining the expenditures and necessary action.

### MOTION / ACTION REQUESTED:

A motion approving the "Supplemental Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code" and authorization for the Village Clerk to execute the IDOT document.

### RECOMMENDATION:

Approve the Resolution and authorize the Village Clerk to execute the IDOT document.

### DOCUMENTATION:

- January 24, 2013 Letter from Hancock Engineering
- Supplemental Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code

January 24, 2013

Mr. Brendan McLaughlin  
Director of Public Works  
Village of La Grange Park  
447 N. Catherine Avenue  
LaGrange Park, Illinois 60526

Re: 2010 – 2011 General Maintenance Program  
MFT Section No. 11-00000-00-GM

Dear Mr. McLaughlin:

In the process of preparing the Municipal Maintenance Expenditure Statement for the MFT 2010 – 2011 General Maintenance Program (period from: 05/01/2010 – 04/30/2011), it was determined that the Village over expended what was originally budgeted. Below is a table outlining the dollar amounts for each maintenance category.

No.	Item	Budget	Expended
1.	Snow & Ice Control	40,000.00	61,776.59
2.	Pavement Patching	19,982.00	19,982.00
3.	Sidewalk Maintenance (Slab Jacking)	12,000.00	7,505.00
4.	Sidewalk Maintenance (R&R)	25,000.00	23,781.00
	Engineering	6,469.64	5,222.80
	<b>TOTAL</b>	<b>\$103,451.64</b>	<b>\$118,267.39</b>

An IDOT Resolution was submitted, approved and passed by the Village President and Board of Trustees on June 22, 2010 for \$105,000.00. This Resolution appropriated \$105,000.00 of Motor Fuel Tax Funds for this period. Since, there is an overage the Village will need to submit, approve and pass a Supplemental Resolution to authorize the additional funds.

Enclosed please find two (2) copies of a Supplemental Resolution (BLR 14230) in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00) for the February sequence Board meetings. Once, approved and certified, please return both copies to our office for processing to IDOT.

If you have any questions, please feel free to contact the undersigned.

Very truly yours,

EDWIN HANCOCK ENGINEERING CO.



Paul E. Flood  
Principal

Enclosures

Edwin Hancock Engineering Company



**Illinois Department of Transportation**

RESOLUTION No. 13-02

**SUPPLEMENTAL  
Resolution for Maintenance of  
Streets and Highways by Municipality  
Under the Illinois Highway Code  
MFT Section No. 11-00000-00-GM**

BE IT RESOLVED, by the President and Board of Trustees of the  
(Council or President and Board of Trustees)  
Village LaGrange Park of LaGrange Park, Illinois, that there is hereby  
(City, Town or Village) (Name)  
appropriated the sum of \$15,000.00 of Motor Fuel Tax funds for the purpose of maintaining  
streets and highways under the applicable provisions of the Illinois Highway Code from May 1, 2010  
to April 30, 2011  
(Date) (Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon a practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, Amanda G. Seidel Clerk in and for the Village LaGrange Park  
(City, Town or Village)  
of LaGrange Park, County of Cook

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by  
the President and Board of Trustees at a meeting on February 12, 2013  
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this            day of February 2013

(SEAL)

\_\_\_\_\_  
Village Clerk  
(City, Town or Village)

**Approved**  
\_\_\_\_\_  
Date  
Department of Transportation  
\_\_\_\_\_  
Regional Engineer

# Village Board Agenda Memo

Date: 02/05/2013

To: President and Board of Trustees

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

RE: Engineering Agreement - South La Grange Road Water Main Replacement

**PURPOSE:** To request that the Village President be authorized to execute an Engineering Agreement with Edwin Hancock Engineering for Construction Inspection and Documentation Services associated with the South La Grange Road Water Main Replacement Project.

**BACKGROUND:** The Fiscal Year 2012/13 Water Fund Budget includes \$890,000 (\$115,000 for engineering and \$775,000 for construction) for the South La Grange Road Water Main.

The construction of the project is being completed under contract with the United States Army Corps of Engineers (COE) through a grant the Village received. The Hancock engineering services proposed will be utilized to supplement the COE services, which consist of contract administration and weekly progress inspections. The COE is in agreement with these supplemental services, and Hancock Engineering will serve as the Engineer of Record for the project.

The supplemental services will be used to ensure that the contractor's performance meets the requirements of the project plans and specifications and the standards of the Village on a daily basis. Additionally, the inspections will be utilized to inform the COE of issues and concerns the Village may have with regards to the contractor's performance.

Pursuant to the Agreement, the total Hancock Engineering fees shall not exceed \$50,000.00.

**MOTION ACTION REQUESTED:** This item is for discussion purposes and is seeking approval to place on the agenda for approval at the February Village Board Meeting an agenda item authorizing the Village President to execute the Engineering Agreement.

**RECOMMENDATION:**

Staff recommends entering into an engineering agreement with Hancock Engineering.

**DOCUMENTATION:**

- Resolution Approving Engineering Agreement with Edwin Hancock Engineering

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

**RESOLUTION ACCEPTING ENGINEERING AGREEMENT WITH  
EDWIN HANCOCK ENGINEERING FOR  
SOUTH LA GRANGE ROAD WATER MAIN PROJECT**

WHEREAS, the Village has scheduled a water main project to begin in the next several weeks along La Grange Road (Brewster to Woodlawn); and

WHEREAS, the Village has determined that it is necessary to have supplemental engineering services for this project; and

WHEREAS, an "Agreement between the Village of La Grange Park and Edwin Hancock Engineering for the Furnishing of Professional Services for La Grange Road Water Main Improvements (Brewster to Woodlawn)" has been prepared; and

WHEREAS, the total engineering fees shall not exceed \$50,000.00; and

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

1. After approval by the Village Attorney, the Village President is hereby authorized to execute the "Agreement between the Village of La Grange Park and Edwin Hancock Engineering for the Furnishing of Professional Services for La Grange Road Water Main Improvements (Brewster to Woodlawn)", for a total amount not to exceed \$50,000.
2. The Village Manager is authorized and directed to take such further actions, as she deems necessary and appropriate to implement, administer and enforce this Resolution.

ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois this 26th day of February 2013.

YES:

NOS:

ABSENT:

Approved this 26th day of February 2013.

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

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

Amanda Seidel  
Village Clerk

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

AGREEMENT  
between  
THE VILLAGE OF LA GRANGE PARK  
and  
EDWIN HANCOCK ENGINEERING CO.  
for the  
FURNISHING OF PROFESSIONAL SERVICES  
for

LA GRANGE ROAD WATER MAIN IMPROVEMENTS  
(BREWSTER TO WOODLAWN)

THIS AGREEMENT, made and entered into by and between THE VILLAGE OF LA GRANGE PARK, hereinafter referred to as the "VILLAGE", and EDWIN HANCOCK ENGINEERING CO., hereinafter referred to as the "ENGINEER", has been prepared and executed to provide Professional Engineering Services necessary to provide construction inspection and documentation services. The said project shall be designated as the "LaGrange Road Water Main Improvements (Brewster to Woodlawn)" hereinafter referred to as the "PROJECT". The location of the project will be on LaGrange Road from Brewster Avenue to Woodlawn Avenue.

The construction of the project is being completed under contract with the United States Army Corps of Engineers (COE) through a federal 319 grant the village received. The engineering services proposed will be utilized to supplement the COE services which consist of contract administration and weekly progress inspections. The supplemental inspection will be used to ensure that the contractor's performance meets the requirements of the project plans and specifications and the standards of the Village on a daily basis. Additionally the inspections will be utilized to inform the COE of issues and concerns that the Village may have with the regards to the contractor's performance.

WITNESSETH THAT, in consideration of these premises and of the mutual covenants herein set forth,

A. THE ENGINEER AGREES;

- I. In consideration of these premises and of the mutual covenants herein set forth to perform, or be responsible for the performance of, the following Engineering Services for the proposed PROJECT.
  - a. Consulting on interpretations of plans and specifications and any changes under consideration as construction proceeds, including attending such meetings as may be required to inform the VILLAGE on the progress of

- a. the work.
  - b. Checking of shop and equipment drawings.
  - c. Providing line-and-grade staking.
  - d. Providing observation of the construction work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents.
  - e. Making final measurement of quantities of work performed under the contract as required to be able to update Village records and atlas.
  - f. Maintaining a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - g. Coordination of materials testing engineers and review of materials inspection reports.
  - h. Advising the VILLAGE of defects and deficiencies in the work of the contractor, but the ENGINEER does not guarantee the performance of the contract by the contractor.
  - i. Making any necessary changes in working plans as may be required after the award of the construction contract and during construction of the improvement.
  - j. Preparing contractor's partial and final payment estimates, change orders, and other records that may be required.
  - k. Performing final inspection of all improvements.
  
- II. To cause to be furnished, when required, the following services, the actual costs for which are to be paid for by the VILLAGE, with approval first being obtained from the VILLAGE of the firms selected to provide these services and their charges for such services:
  - a. Investigations and analysis reports of surface and subsurface ground conditions, if required.
  
- III. That he will save harmless the VILLAGE and any representative of the VILLAGE from all claims and liabilities due to activities of himself, his agents, or his employees and that he will carry adequate insurance at his own expense to provide such protection. Such insurance shall remain in force until this PROJECT is complete; reports have been made and accepted by the VILLAGE.
  
- IV. That he will comply with all applicable Federal Statutes, State of Illinois Statutes, and local laws or ordinances of the municipality which the work is to be done and shall operate within and uphold the rules and regulations of the VILLAGE.

- V. That payment by the VILLAGE shall be as hereinafter provided. The ENGINEER shall submit invoices, based on his progress reports, to the VILLAGE, not oftener than once per month for partial payment on account for his work completed to date.
- VI. That this AGREEMENT may be terminated by the VILLAGE upon written notice to the ENGINEER, at his last known post office address, with the understanding that should the AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed.
- VII. That he is qualified technically and is entirely conversant with the policies applicable to this PROJECT and that he has, and will furnish at the request of the VILLAGE, sufficient, properly trained, and experienced personnel to perform the services enumerated herein.
- VIII. That he will maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred and to make such materials available at his office at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under this AGREEMENT.
- IX. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT and that he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

B. THE VILLAGE AGREES;

- I. That for the performance by the ENGINEER of the engineering services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:
  - a. The cost of the engineering services rendered shall be determined by the following Schedule of Service Fees:

<u>PERSONNEL CLASSIFICATION</u>	<u>HOURLY RATES</u>
Principal Engineer	\$117.00
Senior Engineer	117.00
Project Engineer	109.00

Engineer IV	102.00
Engineer III	95.00
Engineer II	90.00
Engineer I	85.00
CADD Technician III	93.00
CADD Technician II	87.00
Administrative	55.00

The hourly rates for each classification of personnel are based upon the background of experience and the current salary of the personnel being assigned to a project. In the billing process the hourly invoicing rate of the personnel assigned to the PROJECT will be consistent with the above Schedule of Service Fees.

- b. The maximum total amount payable for the engineering services performed as stipulated in above Section A.1 shall not exceed \$50,000.00, unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond his control. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of the AGREEMENT.
- c. To pay for the subletted services as stipulated in above Section A.2 at the actual cost to the ENGINEER. "Cost to ENGINEER" shall be validated by the ENGINEER furnishing the VILLAGE copies of such invoices from the party doing the work. The cost for the subletted services in Section A.2 shall not be subject to the maximum total amount payable defined above.
- d. Total Fee Payments. The VILLAGE, for and in consideration of the rendering of the engineering services enumerated herein agrees to pay to the ENGINEER for rendering such services the total fee hereinbefore established in the following manner:
  - (1) Partial Payments – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE monthly payments for the work performed shall be due and payable to the ENGINEER, such payment to be equal to One Hundred Percent (100%) of the value of the partially completed work minus all previous payments made to the ENGINEER.
  - (2) Final Payment – Upon approval by the VILLAGE but not later than sixty (60) days after the work is completed and all final measurements and reports have been made and accepted by the VILLAGE, a sum of money equal to the total fee as determined in

this AGREEMENT less the total amounts of partial payments previously paid to the ENGINEER under Section B.l.c. (1) of this AGREEMENT shall be due and payable to the ENGINEER.

C. IT IS MUTUALLY AGREED;

- I. That any difference between the ENGINEER and the VILLAGE concerning the interpretation of the provisions of this AGREEMENT shall first be referred to a committee of disinterested parties consisting of one (1) member appointed by the ENGINEER, one (1) member appointed by the VILLAGE, and the third (3rd) member appointed by the two (2) other members ("Committee") for a determination if the matter can be resolved within seven (7) days of it being referred to the committee. If the parties cannot resolve the matter within 30 days after being referred to the Committee, the Parties may proceed as specified in paragraph IIID below.
- II. That this AGREEMENT may be terminated by either party for cause upon a thirty (30) days written notice ("Notice Period") that the other party is failing to substantially perform in accordance with the terms of the AGREEMENT through no fault of the other. If the defaulting party fails to cure the defect within the Notice Period, the party providing notice may terminate this Agreement. Upon such termination the Village shall make payment to Engineer of all sums due and owing it less any amounts necessary to satisfy any breach. The ENGINEER shall cause to be delivered to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from soil surface and subsurface investigations with the understanding that all such materials become the property of the VILLAGE. Village assumes all responsibility and releases Engineer from any liability arising from the Village's use of partially completed drawings, specifications or other work product prepared by Engineer or for any reuse of Engineer's work product on another project.
- III. Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction Work, since these are solely the contractor's rights and responsibilities under the contract documents.
- IV. Except for any emergency or equitable claim, any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in

mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- V. Village and Engineer waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this Agreement.
- VI. Along with the General Conditions Attachment to Engineering Agreement attached hereto, this Agreement represents the entire and integrated agreement between Village and Engineer and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instruments signed by both parties hereto.

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

Executed by the VILLAGE, this

\_\_\_\_\_ day of \_\_\_\_\_, 2013.

VILLAGE OF LA GRANGE PARK  
447 Catherine Avenue  
La Grange Park, Illinois 60526

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

ATTEST:

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

Executed by the ENGINEER, this

4<sup>th</sup> day of February, 2013.

EDWIN HANCOCK ENGINEERING CO.  
9933 ROOSEVELT ROAD  
WESTCHESTER, ILLINOIS 60154

By: Mark D. Lucas  
Mark D. Lucas, P.E., President pro Tempore

ATTEST:

By: [Signature]  
\_\_\_\_\_ Flood, Senior Vice President



**GENERAL CONDITIONS ATTACHMENT TO ENGINEERING AGREEMENT**

**A. THE ENGINEER AGREES:**

1. That the ENGINEER shall procure and maintain for the duration of its AGREEMENT and for three years thereafter insurance against errors and omissions and claims for injuries to its employees which may rise from or are in conjunction with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees, or subcontractors.

**a. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- (2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

**b. Minimum Limits of Insurance**

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$100,000 per accident.

**c. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

**d. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain the following provisions:

- (1) General Liability and Automobile Liability Coverages
  - (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or

on behalf of the ENGINEER; or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.

- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be excess of ENGINEER's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not effect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.
- (d) The ENGINEER's insurance shall contain a severability of interests clause or language stating that ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) **All Coverages**

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

e. **Acceptability of Insurers**

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of B according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. **Verification of Coverage**

The ENGINEER shall furnish the VILLAGE with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

- 2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the VILLAGE, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, or which may in anyway result therefore, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. The ENGINEER shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the VILLAGE, its officials, agents, employees and volunteers, in any such action, the ENGINEER shall, at its own expense, satisfy and discharge the same.
- 3. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.
- 4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.
- 5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and ENGINEER and VILLAGE shall negotiate

appropriate adjustments acceptable to both parties to accommodate such changes.

6. The VILLAGE may, at any time, by written order to ENGINEER (Suspension of Services Order) require ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order.
7. This AGREEMENT may be terminated by the VILLAGE upon thirty (30) days written notice to the ENGINEER, at its last known post office address. Provided that should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor Village Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of Village Engineer.
8. This AGREEMENT may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
  - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
  - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
  - c. If ENGINEER makes a general assignment for the benefit of creditors;
  - d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors;
  - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due;
9. Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE and all costs to have the services performed which were to have been performed by the ENGINEER.
10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the PROJECT and sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.
11. The ENGINEER will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the ENGINEER's office at all reasonable times during the AGREEMENT period and retain such records for a period of three (3) years from the date of final payment under this AGREEMENT.
12. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in

its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

13. The ENGINEER, during the period commencing upon the execution of this AGREEMENT and concluding one year following the completion of the PROJECT, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
14. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
15. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
16. The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE's name. ENGINEER shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.
17. The drawings, specifications, reports, and any other PROJECT documents prepared by ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this PROJECT. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and ENGINEER is not responsible for accuracy, completeness, nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for PROJECT construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.
18. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. ENGINEER shall treat such information at all times as confidential. ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:

- a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.
- b. All information relating to the Engineering Services being performed by ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.
- c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
- d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

- 19. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. ENGINEER shall immediately return said items to the VILLAGE upon termination of ENGINEER's engagement or earlier at the VILLAGE's request at any time.
- 20. In the event of breach of the confidentiality provisions of this AGREEMENT, it shall be conclusively presumed that irreparable injury would result to the VILLAGE and there would be no adequate remedy at law. The VILLAGE shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this AGREEMENT. The VILLAGE is entitled to damages for any breach of the injunction, including but not limited to compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this AGREEMENT survive the termination or performance of this AGREEMENT.
- 21. The ENGINEER will comply all laws, codes, ordinances and regulations which are in effect as of the date of this AGREEMENT.
- 22. The ENGINEER's opinions of probable PROJECT construction cost provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
- 23. The VILLAGE, for and in consideration of the rendering of the engineering services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:
  - a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within 30 days after approval by the VILLAGE.
  - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).
- 24. This AGREEMENT may be terminated by the ENGINEER, upon thirty (30) days' written notice to the VILLAGE should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through

no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

25. The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or ENGINEER.
26. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
  - a. If to the VILLAGE:  
VILLAGE OF LA GRANGE PARK  
447 North Catherine Avenue  
La Grange Park, Illinois 60526  
Attn: Ms. Julia Cedillo, Village Manager
  - b. If to the ENGINEER:  
EDWIN HANCOCK ENGINEERING COMPANY.  
9930 Roosevelt Road  
Westchester, Illinois 60154-2780  
Attn: Derek Treichel, P.E., President
  - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
27. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
28. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.
29. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.
30. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby, and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.
31. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of Cook County, State of Illinois.

**B. CERTIFICATION OF ENGINEER**

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
  - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

- b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
- d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*)
- e. in compliance with equal employment opportunities and during the performance of the AGREEMENT, the ENGINEER shall:
  - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
  - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
  - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
  - (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
  - (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
  - (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
  - (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.
- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.

- g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. in compliance with 30 ILCS 580/1 et seq. (Drug Free Workplace Act) by providing a drug-free workplace by:
  - (1) Publishing a statement:
    - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.
    - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
    - (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
      - (i) abide by the terms of the statement; and
      - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
  - (2) Establishing a drug-free awareness program to inform employees about:
    - (a) the dangers of drug abuse in the workplace;
    - (b) the ENGINEER's policy of maintaining a drug-free workplace;
    - (c) any available drug counseling, rehabilitation, and employee assistance program; and
    - (d) the penalties that may be imposed upon employees for drug violations.
  - (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
  - (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph B.1.h.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.
  - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
  - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
  - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

# Village Board Agenda Memo

Date: 02/06/2013  
To: President & Board of Trustees  
From: Brendan McLaughlin, Director of Public Works *BTM*  
Julia Cedillo, Village Manager *JC*  
RE: **2013 Combination Sewer Repair Project**

## GENERAL BACKGROUND:

Inspections were conducted on sewer mains located in various areas of the Village. Staff from Public Works and Hancock Engineering have identified areas that are most in need of repair in order for the sewer system to function properly. The scope of work includes the work necessary to rehabilitate numerous sections of combined sewer pipe, catch basins, inlets and manholes throughout the Village. These improvements include, but are not limited to, drainage structure repairs and replacement, sewer lateral repairs, and main-line sewer repairs. A contractor is needed to make these needed repairs.

Bid specifications for these repairs were prepared by Hancock Engineering. A Notice to Bidders was published, with the bid opening held on February 5th at 11:00am. The following bids were received:

Suburban General Construction Inc.	\$48,687.00
Cerniglia Co.	\$64,590.00
Unique Plumbing Co.	\$71,976.00
J & T Service Inc.	\$72,682.00
Gerardi Sewer & Water Co.	\$75,680.00
Stip Bros. Excavating Inc.	\$96,960.00
Swallow Construction Inc.	\$191,405.00
<i>Engineer's Estimate \$81,250.00</i>	

In this fiscal year, the Village has budgeted in the Sewer Fund – Capital Outlay, Capital Improvements (05-44-4-420) line item \$100,000 for point repairs/restoration and \$20,000 for sewer catch basin reconstruction. Based on the very competitive pricing and the additional areas of pipe identified for repair, it is recommended that a contract be awarded in an amount not to exceed the total amount budgeted for this fiscal year.

## MOTION / ACTION REQUESTED:

Motion accepting the lowest bid from Suburban General Construction in the amount of \$48,687.00, and that the total amount for this project not exceed the \$120,000 amount budgeted.

## STAFF RECOMMENDATION:

Staff is recommending that the lowest bid be accepted, and that the total amount for this project not exceed \$120,000.

## DOCUMENTATION:

- Resolution Accepting Bid/Contract for 2013 Combination Sewer Repair Project
- Recommendation from Hancock Engineering
- Project Description and Scope of Work (*Due to the size of this document only a portion is being provided; please contact Brendan McLaughlin if you would like to view the entire document.*)

**RESOLUTION NO. 13-03**

**RESOLUTION ACCEPTING BID/CONTRACT FOR  
2013 Combination Sewer Repair Project**

WHEREAS, inspections were conducted on sewer mains located in various areas of the Village;  
and

WHEREAS, Hancock Engineering prepared specifications and bid packages outlining repairs to  
be made, and a bid opening was held on February 5, 2013; and

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

1. That the Village of La Grange Park hereby accepts the lowest bid from SUBURBAN  
GENERAL CONSTRUCTION INC. in the amount of \$48,687.00, and authorizes  
additional spending not to exceed a total of \$120,000 for this project.
2. After approval by the Village Attorney, the Village Manager is hereby authorized to  
execute any necessary contract documents with SUBURBAN GENERAL  
CONSTRUCTION INC.
3. The Village Manager is authorized and directed to take such further actions, as  
deemed necessary and appropriate to implement, administer and enforce this  
Resolution.

ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES of the Village of La  
Grange Park, Cook County, Illinois this 12<sup>th</sup> day of February 2013.

YES:

NOS:

ABSENT:

Approved this 12<sup>th</sup> day of February 2013.

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

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

Amanda Seidel  
Village Clerk

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



Civil Engineers ♦ Municipal Consultants ♦ Established 1911

February 5, 2013

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

Re: 2013 Combination Sewer Repair Project  
Bid Opening Results

Dear President and Board of Trustees:

Bids were received for the above referenced project on February 5, 2013. We offer the following comments and recommendations on the bid results.

The plans and specifications for the project were obtained by nine (9) contractors, and the Village received bids from seven (7) qualified companies. A summary of the bids received is as follows:

Suburban General Construction Inc.	\$48,687.00
Cerniglia Co.	\$64,590.00
Unique Plumbing Co.	\$71,976.00
J&T Service Inc.	\$72,682.00
Gerardi Sewer & Water Co.	\$75,680.00
Stip Bros. Excavating Inc.	\$96,960.00
Swallow Construction Inc.	\$191,405.00
Engineer's Estimate	\$81,250.00

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 in the amount of \$48,687.00.

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

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

Very truly yours,

EDWIN HANCOCK ENGINEERING CO.

Paul E. Flood, Principal

Enclosures

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

Edwin Hancock Engineering Company

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

**BID TABULATION**

**BID DATE & TIME:** Tuesday, February 5, 2013 @ 11:00 A.M.

**PROJECT:** 2013 Combination Sewer Repair Project

k:/bids/abs/LAGRNGPK/13010 - 2013 Swr Repair.xls

	ENGINEER'S ESTIMATE			SUBURBAN GENERAL			CERNGLIA CO.			UNIQUE PLUMBING		
	QUANTITY	UNIT	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
1. 12" Dia. PVC Sewer Replacement, (8'-16')	138	Foot	34,500.00	250.00	34,500.00	150.00	20,700.00	187.00	25,806.00			
2. 12" Dia., PVC Sewer Replacement (26')	26	Foot	5,850.00	225.00	2,990.00	160.00	4,160.00	185.00	4,810.00			
3. Add'l 12" Dia., PVC Sewer Replacement	30	Foot	5,400.00	180.00	30.00	35.00	1,050.00	160.00	4,800.00			
4. 15" Dia., PVC Sewer Replacement, (8'-16')	20	Foot	5,200.00	260.00	5,000.00	205.00	4,100.00	370.00	7,400.00			
5. Add'l 15" Dia. PVC Sewer Replacement	5	Foot	900.00	180.00	5.00	40.00	200.00	300.00	1,500.00			
6. 12"x6" PVC Sewer Service Connection	24	Each	9,600.00	400.00	3,792.00	800.00	19,200.00	620.00	14,880.00			
7. 15"x6" PVC Sewer Service Connection	4	Each	2,800.00	700.00	660.00	1,000.00	4,000.00	720.00	2,880.00			
8. Sewer Service Lateral Repair, 6" Polyvinyl Chloride	60	Foot	600.00	10.00	60.00	13.00	780.00	20.00	1,200.00			
9. Trench Backfill	200	CuYd	6,400.00	32.00	1,550.00	27.00	5,400.00	20.00	4,000.00			
10. Traffic Control and Protection	1	LS	10,000.00	10,000.00	100.00	5,000.00	5,000.00	4,700.00	4,700.00			
<b>TOTAL AMOUNT OF BID</b>			<b>\$ 81,250.00</b>		<b>\$ 48,687.00</b>		<b>\$ 64,590.00</b>		<b>\$ 71,976.00</b>			

	J&T SERVICE			GERARDI SEWER			STIP BROTHERS			SWALLOW CONSTRUCTION		
	QUANTITY	UNIT	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
1. 12" Dia. PVC Sewer Replacement, (8'-16')	138	Foot	30,084.00	218.00	37,950.00	290.00	40,020.00	550.00	75,900.00			
2. 12" Dia., PVC Sewer Replacement (26')	26	Foot	5,668.00	218.00	3,640.00	290.00	7,540.00	490.00	12,740.00			
3. Add'l 12" Dia., PVC Sewer Replacement	30	Foot	1,500.00	50.00	40.00	160.00	4,800.00	182.00	5,460.00			
4. 15" Dia., PVC Sewer Replacement, (8'-16')	20	Foot	4,880.00	244.00	7,500.00	380.00	7,600.00	625.00	12,500.00			
5. Add'l 15" Dia. PVC Sewer Replacement	5	Foot	550.00	110.00	230.00	200.00	1,000.00	417.00	2,085.00			
6. 12"x6" PVC Sewer Service Connection	24	Each	17,760.00	740.00	11,400.00	750.00	18,000.00	1,250.00	30,000.00			
7. 15"x6" PVC Sewer Service Connection	4	Each	3,640.00	910.00	2,200.00	750.00	3,000.00	1,800.00	7,200.00			
8. Sewer Service Lateral Repair, 6" Polyvinyl Chloride	60	Foot	600.00	10.00	960.00	50.00	3,000.00	92.00	5,520.00			
9. Trench Backfill	200	CuYd	2,000.00	10.00	5,600.00	30.00	6,000.00	50.00	10,000.00			
10. Traffic Control and Protection	1	LS	6,000.00	6,000.00	5,000.00	6,000.00	6,000.00	30,000.00	30,000.00			
<b>TOTAL AMOUNT OF BID</b>			<b>\$ 72,682.00</b>		<b>\$ 75,680.00</b>		<b>\$ 96,960.00</b>		<b>\$ 191,405.00</b>			

## SECTION 1

### NOTICE TO BIDDERS

#### VILLAGE OF LAGRANGE PARK

Notice is hereby given by the President and Board of Trustees of the Village of LaGrange Park, Illinois that bid proposals will be received for the following project:

#### **2013 COMBINATION SEWER REPAIR PROJECT**

The improvements to be completed as part of this project are located throughout the Village of LaGrange Park. The scope of work includes the work necessary to improve and rehabilitate numerous sections of combined sewer pipe, catch basins, inlets and manholes throughout the Village of LaGrange Park. This improvement shall include, but not be limited to, drainage structure repairs and replacement, sewer lateral repairs, main-line sewer repairs and other necessary work to properly complete this project in accordance with the specifications and bidding documents. **All work for this project must be completed by March 30<sup>th</sup>, 2013.**

The contractor shall be paid in cash for the work to be performed on this project.

Bidding documents, consisting of the bid proposal, project specifications, and project plans are available at the offices of Edwin Hancock Engineering Co. 9933 Roosevelt Road, Westchester, Illinois, upon payment of a non-refundable charge of Twenty Dollars (\$20.00) per set of bidding documents. Bid proposals must be submitted on the forms provided.

Sealed bids will be received up to the hour of 11:00 A.M. on the 5<sup>th</sup> day of February, 2013 at the Village Clerk's Office, in the Village Hall, 447 North Catherine, La Grange Park, Illinois, and will be publicly opened and read at that time. All sealed bids received shall be clearly labeled "**2013 COMBINATION SEWER REPAIR PROJECT**" and will be publicly opened and read at that time.

All bid proposals offered must be accompanied by a bid bond or a cashier's check or certified check, made payable to the Village of LaGrange Park in an amount not less than Ten Percent (10%) of the total amount of the bid, as a guarantee that if the bid proposal is accepted, a contract will be entered into and the performance of the contract properly secured. No bid proposal shall be considered unless accompanied by such bid bond or check. No bid shall be withdrawn after the opening of the Proposals without the consent of the President and Board of Trustees of the Village of La Grange Park for a period of forty-five (45) days after the scheduled time of bid opening.

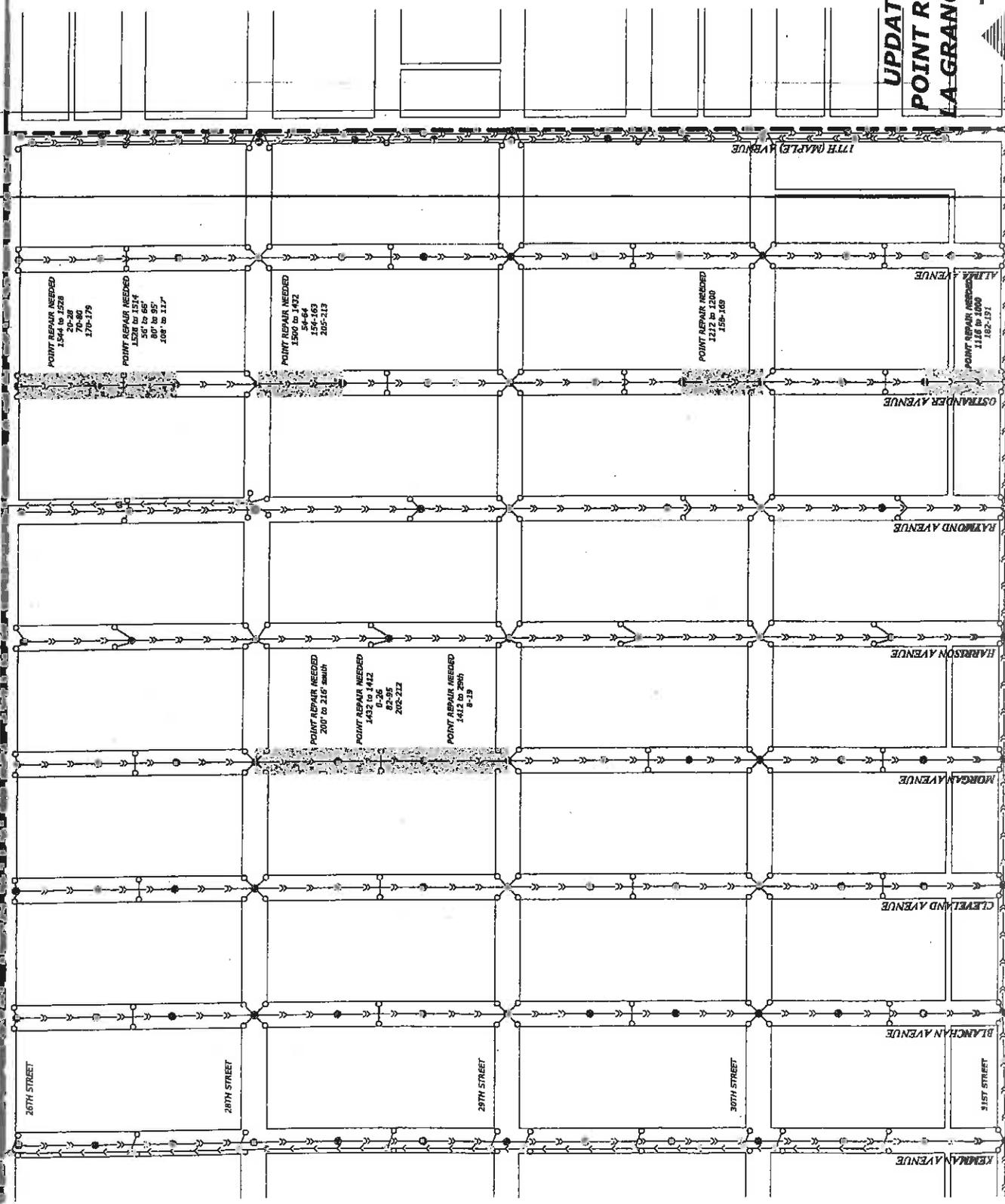
The Contractor and Subcontractors shall comply with all regulations issued pursuant to Prevailing Wage Act (820 ILCS 130), and other applicable Federal Laws and regulations pertaining to labor standards.

The Village of LaGrange Park reserves the right to waive technicalities and to reject any/all bids.

Dated at LaGrange Park, this 23<sup>rd</sup> day of January, 2013.

President and Board of Trustees  
Village of La Grange Park, Illinois

By Amanda G. Seidel, Village Clerk



POINT REPAIR NEEDED  
1344 to 1328  
70-80  
170-179

POINT REPAIR NEEDED  
1528 to 1514  
90 to 86  
107 to 103  
108 to 117

POINT REPAIR NEEDED  
1500 to 1432  
54-64  
154-163  
205-213

POINT REPAIR NEEDED  
1212 to 1200  
159-169

POINT REPAIR NEEDED  
1116 to 1090  
189-191

POINT REPAIR NEEDED  
200 to 216 5800

POINT REPAIR NEEDED  
1432 to 1412  
82-95  
202-212

POINT REPAIR NEEDED  
1412 to 284  
8-19

17th MAPLE AVENUE

ALMIRA AVENUE

OSTRANDER AVENUE

RAYMOND AVENUE

HARRISON AVENUE

MORGAN AVENUE

CLEVELAND AVENUE

BLANCHARD AVENUE

KENILWORTH AVENUE

26TH STREET

28TH STREET

29TH STREET

30TH STREET

31ST STREET

UPDATED: 01/23/2013  
POINT REPAIR LOCATIONS  
LA GRANGE PARK, ILLINOIS



Civil Engineers → Municipal Consultants → Established 1911  
SHEET 4.0E

LOCATION MAP - 1

SCHEDULE OF PRICES

No.	Item	Unit	Unit Price	Total Price
1.	12" Dia., PVC Sewer Replacement, (8' - 16')	138 FT	\$ _____	\$ _____
2.	12" Dia., PVC Sewer Replacement, (26')	26 FT	\$ _____	\$ _____
3.	Additional 12" Diameter, PVC Sewer Replacement	30 FT	\$ _____	\$ _____
4.	15" Dia., PVC Sewer Replacement, (8' - 16')	20 FT	\$ _____	\$ _____
5.	Additional 15" Diameter, PVC Sewer Replacement	5 FT	\$ _____	\$ _____
6.	12"x 6" PVC Sewer Service Connection	24 EA	\$ _____	\$ _____
7.	15"x 6" PVC Sewer Service Connection	4 EA	\$ _____	\$ _____
8.	Sewer Service Lateral Repair, 6" Polyvinyl Chloride	60 FT	\$ _____	\$ _____
9.	Trench Backfill	200 CY	\$ _____	\$ _____
10.	Traffic Control and Protection	1 LS	\$ _____	\$ _____
TOTAL AMOUNT OF BID			\$ _____	

## SECTION IV

### SEWER REPAIR LOCATIONS

#### OSTRANDER AVENUE

<b>Start MH</b> (Address)	<b>End MH</b> (Address)	<b>Repair Location</b> (Dist from St. MH)	<b>Length</b>	<b>Size</b>	<b>Services</b>	<b>Depth (approx.)</b>
1116	31 <sup>st</sup> Street	182 ft to 191 ft	9'	15"	2	10.0'
1212	30 <sup>th</sup> Street	158 ft to 169 ft	11'	15"	2	8.5'
28 <sup>th</sup> Street	1432	54 ft to 64 ft	10'	12"	2	7.7'
28 <sup>th</sup> Street	1432	154 ft to 163 ft	9'	12"	2	7.7'
28 <sup>th</sup> Street	1432	205 ft to 213 ft	8'	12"	2	7.7'
1528	1514	56 ft to 66 ft	10'	12"	2	6.8'
1528	1514	80 ft to 95 ft	15'	12"	2	6.8'
1528	1514	108 ft to 117 ft	9'	12"	2	6.8'
1544	1528	20 ft to 28 ft	8'	12"	2	6.0'
1544	1528	70 ft to 80 ft	10'	12"	2	6.0'
1544	1528	170 ft to 179 ft	9'	12"	2	6.0'

#### MORGAN AVENUE

<b>Start MH</b> (Address)	<b>End MH</b> (Address)	<b>Repair Location</b> (Dist from St. MH)	<b>Length</b>	<b>Size</b>	<b>Services</b>	<b>Depth (approx.)</b>
1412	29 <sup>th</sup> Street	8 ft to 19 ft	11'	12"	2	7.1'
1432	1412	0 ft to 26 ft	26'	12"	0	7.0'
1432	1412	82 ft to 95 ft	13'	12"	2	7.0'
1432	1412	202 ft to 212 ft	10'	12"	0	7.0'
28 <sup>th</sup> Street	1432	200 ft to 216 ft	16'	12"	2	6.8'

## SECTION II

### SCOPE OF IMPROVEMENTS

This improvement shall consist of the work necessary to improve and rehabilitate combination sewer pipes throughout the Village of LaGrange Park.

The sewer replacement shall consist of replacing various depths of sewer main with and without service connections. The pipe replacements are in paved streets and improved parkways.

The above mentioned work is to be done in accordance with the applicable project specifications found in this booklet. **Permanent street restoration will not be included in this project.**

**All work on this project must be completed prior to March 30, 2013.**

Bids will be accepted in the Village Clerk's Office, in the Village Hall, 447 North Catherine, La Grange Park, Illinois, until 11:00 A.M. on Tuesday February 5<sup>th</sup>, 2013.

# Village Board Agenda Memo

**Date:** 02/01/2013

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

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

**Re:** Homestead Avenue Valve Insertion Project

## GENERAL BACKGROUND

The Village has a scheduled water main project to begin in April 2013. The Village anticipates needing to close the water supply on La Grange Road and Homestead Avenue by mid-March. A recent inspection indicates that a substantial area would be affected by a water shutdown, and the Village desires to reduce the impacted area by installing a valve on Homestead Avenue.

Bid specifications for this installation was prepared by Hancock Engineering. A Request for Proposal was solicited, with the bid opening held on January 31, 2013 at 11:00am. The following bids were received:

COMPANY	8 INCH VALVE IN VAULT	8 INCH HYDROSTOP	TOTAL
CENIGLIA	\$ 10,000	\$ 8,600	\$ 18,600
RICCIO	14,600	7,400	22,000
SUBURBAN GENERAL	7,985	6,875	14,770
TRINE	10,500	6,580	17,080
UNIQUE PLUMBING	8,000	6,000	14,000

Funds have been budgeted in the Water Distribution Fund – Capital Outlay, South La Grange Road Water Main (#03-44-4-420).

## MOTION ACTION REQUESTED:

Motion approving the Resolution accepting the proposal of the lowest bidder, Unique Plumbing, in the amount of \$14,000, and authorize the Village President to execute the necessary contract documents.

## RECOMMENDATION

Staff recommends hiring the lowest bidder, Unique Plumbing to complete this valve insertion. The Village has contracted with Unique Plumbing previously and has been satisfied with their work.

## DOCUMENTATION

- Resolution Approving Proposal from Unique Plumbing

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

**RESOLUTION ACCEPTING BID/CONTRACT FOR  
HOMESTEAD AVENUE VALVE INSERTION PROJECT**

WHEREAS, the Village has scheduled a water main project to begin in the next several weeks;  
and

WHEREAS, a recent inspection indicates that a substantial area would be affected by a water  
shutdown, and the Village desires to reduce the impacted area by installing a valve on Homestead  
Avenue; and

WHEREAS, Hancock Engineering prepared specifications and a Request for Proposal was  
solicited, and a bid opening was held on January 31, 2013; and

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

1. That the Village of La Grange Park hereby accepts the lowest bid from **UNIQUE  
PLUMBING** in the amount of \$14,000 for this project.
2. After approval by the Village Attorney, the Village Manager is hereby authorized to  
execute any necessary contract documents with **UNIQUE PLUMBING**.
3. The Village Manager is authorized and directed to take such further actions, as  
deemed necessary and appropriate to implement, administer and enforce this  
Resolution.

ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES of the Village of La  
Grange Park, Cook County, Illinois this 26th day of February 2013.

YES:

NOS:

ABSENT:

Approved this 26th day of February 2013.

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

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

Amanda Seidel  
Village Clerk

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

# **Finance Committee**

**Patricia Rocco, Chairwoman**

**Scott Mesick**

**Marshall Seeder**

# **Village Board Agenda Memo**

**Date:** February 7, 2013  
**To:** Village President & Board of Trustees  
**From:** Julia Cedillo, Village Manager   
**RE:** FY 2013-2014 Budget Schedule

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The purpose of this memo is to provide an update to the Board regarding the development of the upcoming FY 2013-2014 Budget and the Five Year Plan - Fiscal Years 2014-2018.

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

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

- Tuesday, March 12, 2013 at 6:00 p.m. – Finance Committee Meeting – Review the Draft Five Year Plan - Fiscal Years 2014-2018
- Tuesday, April 9, 2013 at 7:15 p.m. – Public Hearing Regarding Proposed Budget (Budget Presentation)
- Tuesday, April 9, 2013 Village Board Work Session – Discussion FY 2013-2014 Budget and Fiscal Years 2014-2018 Five Year Plan
- Tuesday, April 23, 2013 Village Board Meeting – Action – Adopt FY 2013-2014 Budget and Fiscal Years 2014-2018 Five Year Plan

**Action Requested:**

Motion to approve the FY 2014 Budget Schedule.

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

## **Village Board Agenda Memo**

Date: February 6, 2013

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

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

Re: **Audit Services Agreement**

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### **GENERAL BACKGROUND:**

The public accounting firm of Selden Fox, Ltd. has audited the Village's financial statements for the past 14 years. The firm has done an excellent job over the years and we are now recommending it be retained to perform the audit for 2012-13. The fee for the audit completed in 2012 was \$16,000. The fee being proposed for the coming audit by Selden Fox, Ltd. is \$16,400. That represents a 2.5% increase.

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

"I move that we hereby adopt the accompanying resolution approving the audit services agreement dated January 18, 2013."

### **STAFF RECOMMENDATION:**

We recommend the resolution be approved at the February 26, 2013 board meeting.

### **DOCUMENTATION:**

Engagement letter for auditing services  
Resolution approving audit services agreement

# Selden Fox, LTD.

A PROFESSIONAL CORPORATION  
CERTIFIED PUBLIC ACCOUNTANTS  
619 Enterprise Drive  
Oak Brook, Illinois 60523-8835

630-954-1400  
630-954-1327 FAX

email@seldenfox.com  
www.seldenfox.com

January 18, 2013

Board of Trustees  
Village of La Grange Park  
447 North Catherine Avenue  
La Grange Park, Illinois 60526-2099

Attention: Mr. Pierre Garesche

Ladies and Gentlemen:

This letter will confirm our understanding of the terms, objectives and limitations of our engagement to provide professional services to **Village of La Grange Park**, for the year ending April 30, 2013. Please read it carefully to ensure that it is acceptable.

We will audit the financial statements of the governmental activities, the business-type activities, fiduciary activities, each major fund, the statements of revenues, expenditures and changes in fund balance – budget and actual – for the General and major Special Revenue Funds, which collectively comprise the basic financial statements of the Village of La Grange Park as of and for the year ending April 30, 2013, and the related notes to the financial statements. Also, the following supplementary information accompanying the financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Individual Nonmajor Governmental Funds
2. Computation of Legal Debt Margin

Our responsibility and the objective of an audit is to express an opinion on the financial statements based on our audit, and is limited to the period covered by our audit. We will conduct our audit in accordance with auditing standards generally accepted in the United

States of America. Those standards require that we plan and perform the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with generally accepted auditing standards. Accordingly, a material misstatement may remain undetected. Also, an audit is not designed to detect error or fraud that is immaterial to the financial statements. However, we will inform you of any material errors that come to our attention, and we will inform you of any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. If circumstances preclude us from issuing an unmodified opinion, we will discuss the reasons with you in advance. If for any reason we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or decline to issue a report as a result of the engagement.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. Accordingly, the areas and number of transactions selected for testing will involve judgment. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

An audit of financial statements includes obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit of financial statements is not designed to provide assurance on internal control or to identify significant deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards.

We are also responsible to determine that certain other matters related to the conduct of the audit are communicated to those charged with governance, including: (a) the planned scope and timing of the audit, (b) significant audit findings, (c) disagreements with management and other serious difficulties encountered in performing the audit, and (d) various matters related to the entity's accounting policies and financial statements, e) management representations and f) corrected and uncorrected misstatements.

Management is responsible for the entity's financial statements and the selection and application of the accounting policies. Management is responsible for the fair presentation in the financial statements of financial position, results of operations, and cash flows in conformity with the accrual basis of accounting generally accepted in the United States of America. Management is responsible for the design, implementation,

and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. Management is responsible for establishing and maintaining effective internal control over financial reporting, and for informing us of all significant deficiencies in the design or operation of such controls of which it has knowledge. Management is responsible for identifying and ensuring that the entity complies with the laws and regulations applicable to its activities, and for informing us of any known material violations of such laws and regulations.

Management is responsible for the preparation of the supplementary information in conformity with the applicable accounting framework. Management agrees to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon, or if our report on supplementary information will not accompany the audited financial statements, management agrees to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving: (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, or others. The audit committee, or its equivalent, is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Management is responsible for providing: (a) access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters; (b) additional information that is requested for the purpose of the audit; and (c) unrestricted access to persons within the entity from whom it is necessary to obtain audit evidence. At the conclusion of the engagement, management will provide us with a letter that confirms certain representations made during the audit. Management is responsible for adjusting the financial statements to correct material misstatements and for affirming to the auditor in the representation letter that the effects of any uncorrected misstatements aggregated

by the auditor during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

As part of our engagement for the year ending April 30, 2013 we will:

1. Prepare the basic financial statements and accompanying notes from a trial balance provided by the Village. We will provide 25 copies of the report.
2. Prepare the Annual Financial Report to the Comptroller of the State of Illinois.
3. Prepare a management letter outlining weaknesses in internal control or other matters, which we feel appropriate.
4. Prepare a required communication with the Village's Finance Committee or Board of Trustees indicating, among other things, estimates used in the preparation of the financial estimates, errors noted, disagreements in accounting matters, and cooperation of staff.
5. Allocate the Village's investments in accordance with Governmental Accounting Standards Board (GASB) standards for the audit report.
6. If required, audit the Village's major federal financial assistance programs to meet the requirements under the Single Audit Act of 1984. Our fees for this service will be determined at a later date depending on the number of grants and the dollar amount received.

In the process of performing the audit, we may perform nonattest services, such as performing certain computations, preparation of the state of Illinois Comptroller annual report and preparing proposed adjusting journal entries. We will provide you with a list of proposed adjusting journal entries when our procedures have been completed. Our professional standards require us to document that you understand and accept your responsibilities for such nonattest services:

- You are responsible to make all management decisions and make informed judgments on the results of the services.
- You have designated an individual with suitable skills, knowledge or experience to be accountable for overseeing such services. We understand that Mr. Pierre Garesche will have this responsibility.

- You will evaluate the adequacy of and accept responsibility for the results of such services and determine that they met management's objectives.
- You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Although not included in our fee, we will be available during the year to consult with you on tax and accounting effects of any proposed transactions or contemplated changes in business policies subject to the terms of this engagement letter including the limitation on our liability as set forth below.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm (either in hard copy or electronically), you also agree to provide us with printers' proofs or masters for our review and approval before printing or publishing. You also agree to provide us with a copy of the final reproduced material for our approval before it is published. If you publish your financial statements electronically on the World Wide Web, you understand that electronic sites are a means of distributing information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We will have full cooperation and assistance of your personnel during the audit, including the preparation of schedules, analyses of accounts, retrieval of documentation and typing of confirmations and other correspondence. The receipt of such items on a piecemeal basis throughout the audit decreases audit efficiency and increases our time requirements and thus the audit costs.

Our professional fees for the foregoing services will be billed at rates determined by the nature of the services and the degree of skill required by our personnel. Our professional fees for the foregoing services will be \$16,400.

Invoices are payable upon presentation. Our initial fee estimate assumes we will receive the aforementioned assistance from your personnel and unexpected circumstances will not be encountered. We will notify you of any circumstances we encounter that could significantly affect our initial estimate of total fees. Any fees incurred from collection efforts of amounts payable to us shall be paid by the Village of La Grange Park. We reserve the right to terminate our services if payment is not made when due. It is mutually understood and agreed that our liability, if any, arising from the services performed under the terms of this engagement letter will not exceed the fees we have received for this engagement.

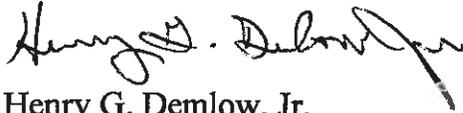
The Village of La Grange Park, its Board of Trustees and management will indemnify Selden Fox, Ltd. and its shareholders, officers and employees or representatives and hold them harmless from any claims, liabilities, losses and costs arising in circumstances where there has been any knowing misrepresentation by a member of the Village of La Grange Park's management, employees or agents, regardless of whether such person was acting in the Village's interest.

Henry G. Demlow, Jr. is the engagement officer for the audit services specified in this letter and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

If the foregoing arrangements agree with your requirements, please indicate below by signing the approval statement and return this letter to us. A copy is enclosed for your records. We appreciate the opportunity to serve you and trust that our association will be a long and pleasant one.

Very truly yours,

SELDEN FOX, LTD.



Henry G. Demlow, Jr.  
Vice President

APPROVAL

The foregoing is approved by the Board of Trustees of the VILLAGE OF LA GRANGE PARK. You are hereby authorized to proceed with the services as described.

VILLAGE OF LA GRANGE PARK

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

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

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

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

**RESOLUTION APPROVING AUDIT SERVICES AGREEMENT**

WHEREAS the firm of Selden Fox, Ltd. has provided excellent auditing services to the Village of La Grange Park in the past; and

WHEREAS the Village of La Grange Park seeks to retain Selden Fox, Ltd. to audit our financial statements for the 2012-13 fiscal year;

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

SECTION ONE: The Village of La Grange Park hereby approves the audit services agreement dated January 18, 2013, and attached hereto; and

SECTION TWO: The Village Manager is authorized and directed to take such further actions as she deems necessary to implement, administer and enforce this Resolution.

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois this 26th day of February, 2013.

YES:

NO:

ABSENT:

Approved this 26th day of February, 2013.

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

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

## **Items of Interest**

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

**WCMC Legislative Breakfast**  
**Rosewood Restaurant, Rosemont**

**Saturday, February 9, 2013**  
**9:00 – 11:00 a.m.**

**Traffic, Safety & Engineering**  
**Village Hall, Board Room**

**Wednesday, February 13, 2013**  
**7:00 p.m.**

**Commercial Revitalization Committee**  
**Village Hall, Board Room**

**Thursday, February 21, 2013**  
**7:00 p.m.**

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**2013 MEETINGS REMINDER**

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