

PRESIDENT
Dr. James L. Discipio

VILLAGE MANAGER
Julia A. Cedillo

VILLAGE CLERK
Amanda G. Seidel



TRUSTEES

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

VILLAGE BOARD WORK SESSION MEETING

Tuesday, OCTOBER 8, 2013 – 7:30 P.M.

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Public Participation (agenda and non-agenda related)**
5. **Administration Committee Items**
 - A. Discussion – China Cat Productions, LLC Rooftop Lease Agreement
Motion: to Approve the First Amendment to rooftop lease for 937 Barnsdale Road between China Cat Productions, LLC and the Village of La Grange Park
6. **Public Works Committee Items**
 - A. Discussion & Action – Brainard Avenue – Support to a Community Advisory Group
Motion: Authorize Village support to a Community Advisory Group for Brainard Avenue
7. **Public Safety Committee Items**
 - A. Discussion – Cook County Health Inspections
Motion: Approving the Resolution authorizing execution of a Health Inspection Services Agreement with the County of Cook, and authorize the Village President to execute the necessary contract documents
8. **Finance Committee Items**
 - A. Discussion – Tax Levy Estimate
Motion: Move that the President and Board of Trustees concur with the recommendation of the Finance Director and determine hereby that the amount of money estimated to be necessary to be raised from the 2013 real property tax levy for the 2013-14 Fiscal Year is \$3,441,390; which amount is less than 5% higher than the amount of taxes extended for 2012

VILLAGE BOARD MEETING
Tuesday, OCTOBER 8, 2013 – 7:30 p.m.

AGENDA (continued – Page 2)

9. Other Reports:

A. Village Manager

Discussion – Electricity Supply Contract – Water Plant *Motion:*
Authorize the Village Manager to solicit updated bids for the
October 22nd Board Meeting

B. Village President

Proclamation – Fire Prevention Week October 6-12, 2013

C. Village Clerk

D. Committee

10. New Business

11. Executive Session

12. Adjourn

Next Village Board Meeting: October 22, 2013

Next Village Work Session Meeting: November 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.

Administration Committee

Robert Lautner, Chair
Michael Sheehan
Mario Fotino

Village Board Agenda Memo

Date: October 8, 2013

To: President & Board of Trustees

From: Emily Rodman, Assistant Village Manager 
Julia Cedillo, Village Manager 

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

BACKGROUND

On November 13, 2012, the Village Board approved a lease with DRW Holdings d/b/a China Cat Productions, LLC to install two satellite dishes on the Village's water tower located at 937 Barnsdale Road (adjacent to the Public Works facility). The dishes are used solely for the company's internal communications. The current lease expires on January 9, 2014 and contains two one year renewal options. The monthly lease rate is \$2,000 with no annual escalator.

China Cat Productions has requested to install two additional dishes on the Village's water tower. The proposed dishes are the same size as the existing dishes, approximately 24" in diameter and will be installed on the existing masts. The Village Engineer has reviewed the structural assessment and confirmed that the tower can support the installation of the additional equipment.

China Cat Productions has requested a lease term of one year with the option to renew the lease for up to ten additional one year terms. They have agreed to a monthly lease rate of \$4,000 and have agreed to an annual escalator of 3%.

The installation of the proposed equipment does not require zoning approval. If the amendment to the lease is approved, China Cat Productions will be required to obtain building permits prior to installing the equipment.

MOTION/ACTION REQUESTED:

This matter is being placed on the agenda for the October 8, 2013 Village Board Work Session for discussion. If there is consensus to support the approval of the Ordinance, this matter will be placed on the October 22, 2013 Village Board Meeting Agenda for approval.

Motion to approve the First Amendment to Rooftop Lease for 937 Barnsdale Road between China Cat Productions, LLC and the Village of La Grange Park.

DOCUMENTATION:

- Ordinance Approving First Amendment to Rooftop Lease for 937 Barnsdale Road between China Cat Productions, LLC and the Village of La Grange Park
- Proposed Lease
- Letter from Hancock Engineering – September 30, 2013
- Photo of existing equipment

ORDINANCE NO. _____

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

WHEREAS, China Cat Productions LLC, a Delaware limited liability company, is currently leasing space on the Village's water tower at 937 Barnsdale, LaGrange Park, Illinois for two (2) satellite dishes, and related equipment pursuant to a Lease dated November 13, 2012 ("Lease"); and

WHEREAS, China Cat Productions LLC has proposed an amendment to its Lease, to allow it to install two (2) additional satellite dishes, and has agreed to increase the rent from \$2,000.00 per month to \$4,000 per month with 3% increases each year (the "Lease Amendment"); and

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

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

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

SECTION 1: That the Lease Amendment be and hereby is approved; provided, however, that no installation of satellite dishes and related equipment shall commence until issuance of all required permits by the Village of LaGrange Park Building Department.

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

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois, this _____ th day of October, 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:

AYES:

_____	_____
_____	_____
_____	_____
_____	_____

NOS:

_____	_____
_____	_____
_____	_____
_____	_____

CERTIFIED TO BE CORRECT:

Village Clerk

FIRST AMENDMENT TO ROOFTOP LEASE 937 Barnsdale Rd

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

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

A. WHEREAS, Landlord and Tenant, on November 13, 2012, entered into a Lease for Tenant's rental of a 24" x 24" space ("the **Premises**") on the Landlord's water tower located at 937 Barnsdale Road, LaGrange Park, Illinois and commonly known as the "Water Tower Property" (or the "**Property**") for the placement of a wireless communication system for voice and data transmissions, together with easements over portions of the Property as designated for Tenant's access and utilities to the Premises. That Lease commenced on January 9, 2013.

B. WHEREAS, Tenant now desires to add two (2) additional antennae and related equipment to its wireless communications system at the Premises.

C. WHEREAS, Landlord is willing to amend the Lease subject to the terms and conditions set forth below.

WHEREFORE, in consideration of the facts, circumstances and understandings set forth above and the terms and conditions set forth herein, the parties, intending to be legally bound hereto, agree to delete Sections 1, 2, 3, and 4 of the Lease and Exhibit C to the Lease and to substitute the following Sections 1 through 7 and Exhibit C:

1. Term. The term of the Lease, as amended by this First Amendment to Lease, shall commence on October 22, 2013 (the "**Commencement Date**") and end at midnight on October 22, 2014 (the "**Amended Term**").

2. Permitted Use. The Premises may be used by Tenant for the transmission and reception of communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of its Antennae Facilities described in paragraph 5 below and in Exhibit attached hereto in accordance with the terms and conditions of Lease and this First Amendment to Lease (the "**Permitted Use**"). Landlord represents and warrants that as of the date hereof, there are many other pre-existing wireless communication systems (other than systems for the personal use of residents in the Building) located on the Property. Landlord covenants and agrees that during the Term of the Lease, including any renewal hereof, Tenant will be entitled to the exclusive use of the Premises for the installation and operation of the Antennae Facilities, subject to the rights of all existing lessees and licensees.

3. Rent. Tenant shall pay Landlord, as rent for the Amended Term \$4,000 per month ("**Rent**"). Rent for the first month shall be payable within twenty (20) days following the Commencement Date, prorated for the remainder of the month in which the Commencement Date falls, and thereafter, Rent will be payable monthly, in advance, by the fifth day of each month to Landlord at its principal office. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason (other than a default by Tenant) and all prepaid Rent for that month shall be immediately refunded to Tenant. Rent shall increase by 3% (to \$4,120 per month) for the first Renewal Term and shall increase by 3% (to \$4,234 per month) for the second Renewal Term. For each Renewal Term thereafter, Rent shall increase by an additional 3% over the previous year's Rent.

4. Renewal. Tenant shall have the right to extend this Lease for ten (10) additional one (1) year renewal terms (each a "**Renewal Term**"). This Lease may be renewed by Tenant for each successive Renewal Term subject to the satisfaction of the following conditions: (i) Tenant is not then in default under the terms of this Lease beyond any applicable grace or cure period, and (ii) Tenant has delivered to Landlord written notice of its exercise of the right to extend this Lease for the next succeeding Renewal Term not later than sixty (60) days prior to the expiration of the then-existing Term of this Lease. Any reference in this Lease to the Term shall include the Initial Term, Amended Term and/or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease without complying with the notice requirements set forth above, or if Tenant shall remain in possession of the Premises during any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease, except that Rent shall be equal to one hundred fifty percent (150%) of the Rent which would otherwise be in effect as of such dates, and Landlord shall have all rights and remedies available under this Lease and applicable law as a result of Tenant's failure to vacate the Premises in accordance with the terms of this Lease.

5. Antennae Facilities. Landlord and Tenant agree that the attached Exhibit C shows the antennae and related improvements, personal property and facilities necessary to operate its wireless communications system, which shall consist of

a total of 4 radio transmitting and receiving antennas, microwave dishes, equipment cabinets and related cables and utility lines and other associated equipment as described on Exhibit "C" attached hereto.

6. Capitalized Terms. Except where specifically defined in this First Amendment to Lease, all capitalized terms in this Amendment shall have the same definitions and meanings ascribed to them in the Lease.

7. Survival of Lease. Except where specifically amended by this First Amendment to Lease, all other terms and conditions of the Lease shall remain in full force and effect.

The effective date of this Lease shall be October 22, 2013 (the "Effective Date").

[signature page follows]

LANDLORD: VILLAGE OF LA GRANGE PARK

By: _____
Printed Name: _____
Its: _____
Date: _____

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

By: _____
Printed Name: _____
Its: _____
Date: _____

EXHIBIT A
Légal Description

The Property is legally described as follows:

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

EXHIBIT B

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

EXHIBIT C
Description of the Antennae Facilities

Group Exhibit C
 pg 1 of 3

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

FULLERTON
 ELECTRICAL ENGINEERING, D.S.I.N.
 1400 W. BRUNN MAJOR AVE. SUITE 200
 ROSEMONT, ILLINOIS 60018
 TEL: 630-252-0000
 FAX: 630-252-0005
 DESK: 630-252-0008
 www.fullertonengineering.com



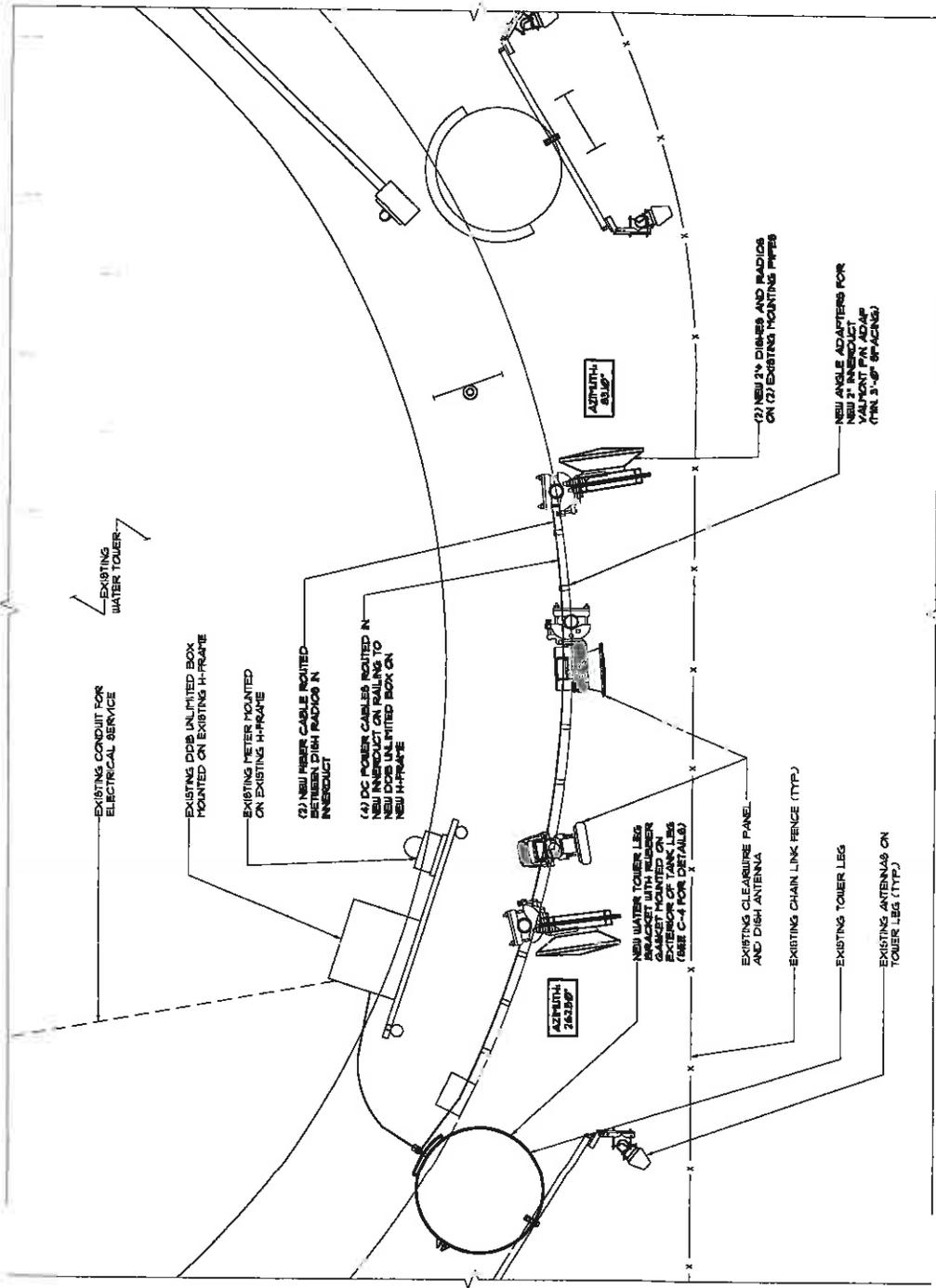
NO.	DATE	DESCRIPTION	BY	CHK.
A	12/18/08	REVISION 1	SM	
B	02/16/09	REVISION 2	SM	

SITE NAME
LA GRANGE PARK UT

SITE ADDRESS
 131 SOUTH BARRINGDALE ROAD
 LA GRANGE PARK, IL 60526

SHEET NAME
ANTENNA DETAIL

SHEET NUMBER
C-2



ENLARGED PLAN VIEW
 SCALE: 3/8" = 1'-0" 1

Group Exhibit C
Pg. 2 of 3

10. GENERAL CONDITIONS

- 11. DESIGN AND CONSTRUCTION OF ALL WORK SHALL CONFORM TO APPLICABLE LOCAL AND STATE CODES, ORDINANCES AND REGULATIONS. IN CASE OF CONFLICT BETWEEN THE CODES, STANDARDS, ORDINANCES AND REGULATIONS, THE CONTRACTOR AND/OR MANUFACTURER'S REQUIREMENTS USE THE MOST STRINGENT PROVISION.
- 12. IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS CONTRACT THAT THE CONTRACTOR OR SUBCONTRACTOR OR EMPLOYEES SHALL EXERCISE THE ARCHITECT, ENGINEER, THE CONSTRUCTION MANAGER, THE OWNER AND ALL OTHERS' RIGHTS AND REMEDIES AGAINST LOSS, DAMAGES, LIABILITY OR ANY EXPENSE ARISING IN ANY MANNER FROM THE NEGLIGENCE OR WORKMANSHIP OF ANY PARTY TO CARRY OUT THE WORKMANSHIP OF THE CONTRACTOR OR SUBCONTRACTOR, TECHNICIANS, SEQUENCES OR METHODS OR FAILURE TO CONFORM TO THE STATE SCAFFOLDING ACT IN CONNECTION WITH THE WORK.

20. STEEL

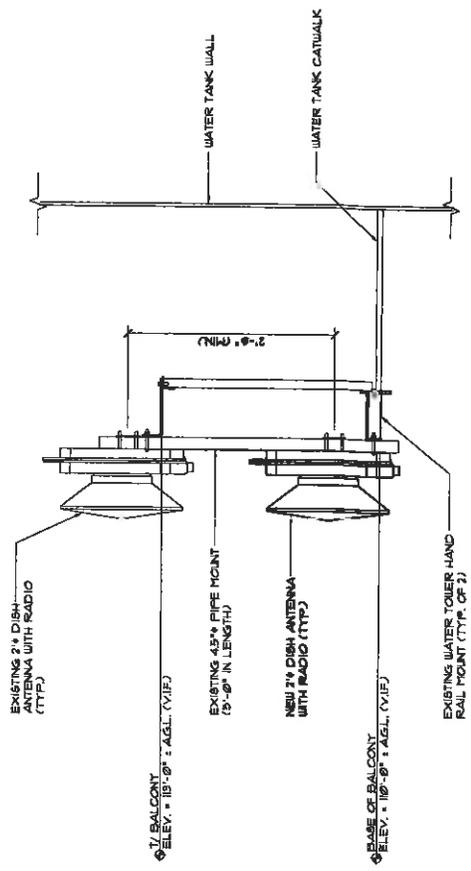
- 21. MEET OR EXCEED THE FOLLOWING CODES & STANDARDS (LATEST EDITION) EXCEPT AS NOTED:
 - A. STRUCTURAL STEEL - AISC SPECIFICATION & CODE OF STD. PRACTICE
 - SHAPES - AISC
 - PLATES - AISC
 - PIPES - AISC
 - STRUCTURAL SHEETS, HOT ROLLED - AISC
 - COLD-FORMED STEEL TUBING - AISC
 - BOLTS, NUTS & WASHERS FOR FRAMING - AISC
 - BOLTS, NUTS & WASHERS FOR ANCHOR BOLTS AND SECONDARY CONNECTIONS - AISC
 - WELDING - AWS
 - ALL WELDING SHALL BE DONE BY QUALIFIED WELDERS AND SHALL CONFORM WITH AWS D11.1 STRUCTURAL WELDING CODE, LATEST EDITION.
 - ALL WELDING ELECTRODES SHALL BE E70.
 - GRIND ALL WELDS TO A SMOOTH FINISH.
 - UPON COMPLETION OF WELDING FIELD TOUCH UP ALL GALVANIZED AND PAINTED SURFACES TO MATCH ORIGINAL FINISH.
 - TAKE TO AISC CODE OF STANDARD PRACTICE SECTION 4 REGARDING OWNERS AND FABRICATORS RESPONSIBILITY FOR SHOP DRAWINGS, COORDINATION WITH THE ARCHITECT'S REQUIREMENTS SHOWN ON DRAWINGS AND/OR SPECIFICATIONS, CONNECTION DESIGN AND DETAILING IS THE CONTRACTOR'S RESPONSIBILITY. SHOP DRAWINGS IS FOR GENERAL CONSIDERATIONS ONLY AND DOES NOT CONSTITUTE AN ACCEPTANCE OF THESE REQUIREMENTS BY THE OWNER AND/OR ENGINEER.
- 22. COATINGS:
 - A. ALL STEEL SHALL BE HOT DIPPED GALVANIZED AND FIELD TOUCH UP ALL GALVANIZED SURFACES.
 - B. SURFACES C. GRIND ALL WELDS SMOOTH.

ANTENNA NOTES:

- 1. THE SIZE, HEIGHT, AND DIRECTION OF THE ANTENNA SHALL BE ADJUSTED TO MEET SYSTEM REQUIREMENTS.
- 2. CONTRACTOR SHALL VERIFY HEIGHT OF ANTENNA WITH DRU REPRESENTATIVE.
- 3. ALL ANTENNA AZIMUTH TO BE FROM TRUE NORTH.

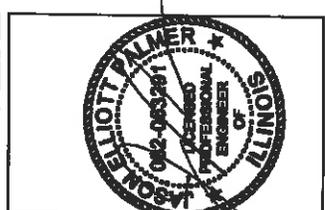
STRUCTURAL NOTES:

STRUCTURAL CALCULATION PREPARED BY FULLERTON ENGINEERING. CONTRACTOR SHALL COORDINATE WITH DRU REPRESENTATIVE TO OBTAIN A COPY.



China Cat Productions
5409 W. MADISON ST.
SUITE 25202
CHICAGO, IL 60661

FULLERTON
ENGINEERING, P.C.
1940 W. BRYN MAWR AVE. SUITE 200
ROSELAND, IL 60442
TEL: 815-372-0200
FAX: 815-372-0206
DESIGN PRINT NO. 184-02498
www.fullertonengineering.com



NO.	DATE	DESCRIPTION	BY
1	08/15/11	PERMIT	JP
2	08/15/11	REVISION 1	JP
3	08/15/11	REVISION 2	JP

SITE NAME
LA GRANGE PARK WT

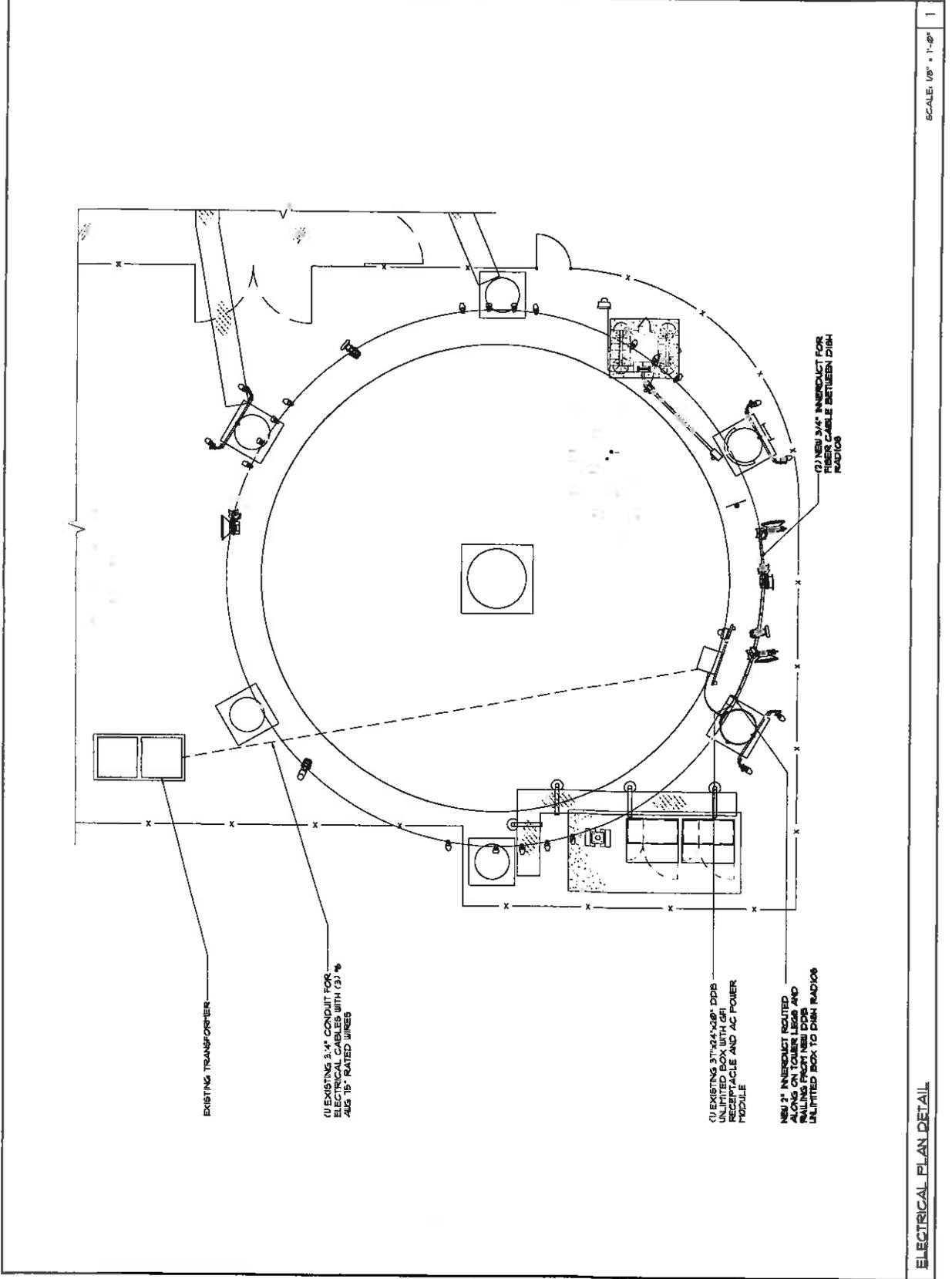
SITE ADDRESS
337 SOUTH BARRACADE ROAD
LA GRANGE PARK, IL 60526

SHEET NAME
MOUNT DETAILS

SHEET NUMBER
C-5

Group Exhibit C
Pg. 3 of 3

<p>China Cat Productions 540 W. MADISON ST. SUITE 7500 CHICAGO, IL 60601</p>	<p>FULLERTON ENGINEERING, D.C. INC.</p> <p>7600 W. BRYN MAWR AVE. SUITE 200 ROSEMONT, IL 60018 TEL: 847-375-0000 FAX: 847-375-0004 DESIGN PRIN. NO. 184-002498 www.fullertoneng.com</p>		<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> <tr> <td>1</td> <td>08/07</td> <td>PERMIT</td> <td>RF</td> </tr> <tr> <td>2</td> <td>08/10</td> <td>REVISION 1</td> <td>RF</td> </tr> <tr> <td>3</td> <td>08/10</td> <td>REVISION 2</td> <td>RF</td> </tr> <tr> <td>4</td> <td></td> <td></td> <td></td> </tr> <tr> <td>5</td> <td></td> <td></td> <td></td> </tr> <tr> <td>6</td> <td></td> <td></td> <td></td> </tr> <tr> <td>7</td> <td></td> <td></td> <td></td> </tr> <tr> <td>8</td> <td></td> <td></td> <td></td> </tr> <tr> <td>9</td> <td></td> <td></td> <td></td> </tr> <tr> <td>10</td> <td></td> <td></td> <td></td> </tr> </table>	NO.	DATE	DESCRIPTION	BY	1	08/07	PERMIT	RF	2	08/10	REVISION 1	RF	3	08/10	REVISION 2	RF	4				5				6				7				8				9				10				<p>SITE NAME LA GRANGE PARK UT</p> <p>SITE ADDRESS 371 SOUTH BARRONDALE ROAD LA GRANGE PARK, IL 60526</p> <p>SHEET NAME UTILITY PLAN AND DETAILS</p> <p>SHEET NUMBER E-1</p>
NO.	DATE	DESCRIPTION	BY																																													
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2	08/10	REVISION 1	RF																																													
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SEP 30 2013

September 30, 2013

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

Re: LaGrange Park Water Tower Antenna Review

Subject: Two (2) Additional Antennas at 937 Barnsdale Road Location

Dear Ms. Cedillo:

As directed by the Village, Edwin Hancock Engineering Co has reviewed the most recent submittal from China Cat Productions and performed a project site visit. This existing service provider included a structural engineer's calculations providing details related to the installation of two (2) mWave HRP2-800, to the existing posts for attachment to the tank hand railing system.

Based upon the previously submitted structural calculations, we did not identify any concerns with the installation of the two (2) additional dishes to the existing steel hand railings on the elevated water tank.

The existing steel hand railings will not be compromised by the installation of the additional (2) dishes.

If you have any questions regarding this matter, please feel free to contact our office at your convenience.

Very truly yours,

EDWIN HANCOCK ENGINEERING CO.



Paul E. Flood
Principal

cc: Ms. Emily Rodman, Assistant Village Manager
Mr. Dean Maggos, Director of Fire & Building



Public Works Committee

Scott Mesick, Chairman

Michael Sheehan

Mario Fotino

Village Board Agenda Memo

Date: October 3, 2013
To: Village President & Board of Trustees
From: Julia Cedillo, Village Manager 
RE: **Brainard Avenue – Support to a Community Advisory Group**

PURPOSE

To seek Village Board approval to provide certain support to a Community Advisory Group for Brainard Avenue.

GENERAL BACKGROUND:

At the September Work Session, the Village Board discussed options for the scope and funding for improving Brainard Avenue from Harding to its southern limits. Specifically, staff was seeking direction from the Board as to whether the Village should begin a discussion with Brainard residents if there was potential interest in seeking federal grant dollars or whether the Village should pursue a smaller scope for the project which would be funded through the Village. While there was much discussion on the scope of the work under a grant project, the Board directed staff to clarify with IDOT what requirements were necessary and whether variances from those requirements are likely. The Village Board agreed to revisit the discussion with the updated information under the STP federal grant program.

Since that time, several residents from Brainard Avenue (and from other areas) have made contact with the Village in an effort to clarify the Village's intentions regarding Brainard. The feedback is welcomed and the interaction has been positive and appreciated, as each resident provides a different perspective as well as innovative ideas.

One specific outreach effort came from Brainard resident Matt Rempfer, who has offered to provide assistance by chairing a Community Advisory Group (CAG), where he would facilitate public input as an impartial and independent party. The purpose of the group is to garner resident feedback, help understand the project context and achieve community buy-in on the process and design. The work of the group will culminate into a consensus based recommendation to the Village Board to consider. The Village President, Village Staff and Engineers recently met with Mr. Rempfer to better understand his past experience with a community advisory approach and his vision for a Brainard group. Mr. Rempfer explained that the CAG would be comprised of ten residents, four who oppose seeking grant funding and four who support it; the last two seats would be filled by non-Brainard residents. Ideally, the Chair of the Village's Traffic, Safety and Engineering would serve as one of the non-Brainard members.

Mr. Rempfer requests that the Village consider supporting this effort. Support would include the following:

- Village staff accepting and forwarding resident feedback to the CAG
- Staff to work with CAG Chairperson to identify group members/representatives, and establish project parameters
- Village Engineer to attend CAG meeting or meetings to educate and inform residents, answer questions
- The use of Village Hall as a meeting location
- Invite the CAG to report its recommendation at a future Village meeting

MOTION/ACTION REQUESTED

Move to authorize Village support (in various forms noted above) to a Community Advisory Group for Brainard Avenue.

STAFF RECOMMENDATION:

Staff recommends that the Village Board authorize the support noted above. Experience tells us that a federal grant program for Brainard Avenue offers both challenges and benefits to our Village and its residents. It is in the Village's best interests that residents are aware of these challenges and benefits to ensure an accurate gauge on community support or opposition. A Community Advisory Group is a promising approach in keeping residents informed and soliciting feedback. It is anticipated that a Community Advisory Group, facilitated by Mr. Rempfer, would use a consensus building approach, as well as a process similar to a Context Sensitive Solution (CSS)¹. Consequently, the CAG will arrive at an agreed upon report which will be provided to the Village Board for their consideration as it contemplates how to move forward with improving Brainard Avenue.

Staff feels that based upon Mr. Rempfer's professional background and experience in community outreach efforts on transportation issues, he would be well qualified to Chair the Community Advisory Group (see the attached memo). Mr. Rempfer will be present at the October 8th Work Session to answer any questions.

Staff will be meeting with the Federal Highway Administration (FHWA) on October 8th and again with IDOT on October 16th to discuss Brainard. Should the Village Board prefer to consider this action after those initial meetings, this item can be postponed (tabled) until the October 22nd Board Meeting.

DOCUMENTATION

- Email from resident Matthew Rempfer, dated September 23, 2013
- Relevant section from the Minutes from the September 10th Work Session
- Letter to Residents, FAQ, dated October 3, 2013

¹ "Context sensitive solutions (CSS) is a collaborative, interdisciplinary approach that involves all stakeholders to develop a transportation facility that fits its physical setting and preserves scenic, aesthetic, historic and environmental resources, while maintaining safety and mobility. CSS is an approach that considers the total context within which a transportation improvement project will exist." – Federal Highway Administration (FHWA)

Julia Cedillo

From: matt rempfer
Sent: Monday, September 23, 2013 3:49 PM
To: Jim Discipio; Julia Cedillo; Brendan McLaughlin
Subject: Brainard Avenue

Dear President DiCipio,

I am writing due to the recent buzz surrounding the improvement to Brainard Avenue, north of Ogden. I just briefly wanted to introduce myself and offer the Village any assistance I can. Lately, many residents are coming to me as they know I am a Civil Engineer asking about the project and I don't have many answers to give them.

I have worked on many major capital projects over the past 18 yrs where there was considerable public opposition. As Environmental/Public Involvement lead I was able to successfully navigate the public involvement process arriving at a consensus solution for the client and the community for projects ranging from the Dan Ryan Expressway Reconstruction to IL Route 22 Widening through Lincolnshire to name a few.

I see this as a great project for the Village and a chance to showcase a Context Sensitive Design that the FHWA and IDOT encourage on many of the new projects that come out. If the Village were willing to entertain an Community Advisory Group (CAG) to help understand the project context and achieve community buy in on the process/design, I would be willing to chair the committee as I have been on the "other side of the table" on numerous projects. Although this project certainly doesn't warrant a full blown Context Sensitive Solution approach, certain principles of CSS will greatly benefit arriving at a successful project that the Village and its residents can feel proud of.

As a resident along the project, the purpose and need for the improvement is evident, but I don't think the conventional way of designing the roadway without completely understanding and designing around the roadway's context and involving the community in the process will result in a successful project. I would hate to see this project get shelved for any longer than it has.

With that being said, please contact me if you would like to sit down and discuss the project with the Village and your consultant. I would be happy to assist in any way I can.

Thank you for your time.

Sincerely,

Matt Rempfer, P.E., PTOE

333 N. Brainard

end of discussion it was consensus to place the motion approving the Resolution accepting the proposal of Homer Industries LLC for the disposal of leaves in the amount of \$20.63 per bucket (option #1), and authorize the Village President to execute the necessary contract documents on the Consent Agenda for approval at the September 24, Regular Village Board Meeting.

Trustee Mesick moved on to the next item by reading the Village Board Agenda Memo of September 4, 2013 regarding Award of Bid-La Grange Road Water Main Phase 2. *This item will be placed on the Agenda for approval at the September 24, Regular Village Board Meeting.*

Trustee Mesick moved on to his next item by reading the Village Board Agenda Memo of September 4, 2013 regarding Brainard Avenue. Discussion began over Option #1 improve Brainard as a Village Funded project at a cost of \$650,000 or Option #2 improve Brainard with STP (Surface Transportation Grant) Funds with eliminating parking on one side at a total project cost of \$1,075,000 (Village cost of \$362,500 and STP Grant covering \$712,500). Discussion began on the need for more information including the requirements of the grants. Discussion moved to the importance of looking into all funding options for roads. Discussion moved to the importance of resident input. Discussion moved to the public safety aspect of eliminating parking to one-side as well as the public safety aspect of having potholes in the road if left unfixed. Engineer Flood clarified the minor repairs it would take to eliminate parking on one side of the road. Matt McGuinn commented that the Youth Commission after discussion was in favor of Option #2 improving Brainard with STP Funds with eliminating parking on one side. Chief Maggos commented on the IDOT Engineers Study of public safety in regards to parking on one side of the street. President Discipio reiterated the Villages need to take advantage of funding opportunities. *At the end of discussion consensus was reached to look into the STP grants and gather more information if the only parameter is eliminating parking on one side of the road with minor repairs.* Village Manager Cedillo said she will look at the parameters and provide the Board with further information.

Other Reports

President Discipio called upon Village Manager Julia Cedillo for a report. Village Manager Cedillo mentioned she will be attending the City County Management Conference in Boston from 9/20 to 9/26. She moved on to mentioning the Public Works Garage Ribbon Cutting will be Monday 10/14 at 2pm. She moved on to the Villages Garbage contract will expire March of next year and a survey will be going out to residents to evaluate their services. She ended her report by mentioning the earlier ComEd Smart Meter presentation will be televised on the local government station as well as accessible through a link on the website.

He then called upon Village Clerk Seidel for a report. Clerk Seidel had nothing to report.

He then called upon Village Treasurer Chevalier for a report. Treasurer Chevalier had nothing to report.

The next report was from President Discipio. President Discipio began by mentioning the State of the Village Address which will be held Thursday, October 3 at 7:00 at Village Hall. He moved

PRESIDENT
Dr. James L. Discipio

VILLAGE MANAGER
Julia A. Cedillo

VILLAGE CLERK
Amanda G. Seidel



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

October 3, 2013,

Dear Resident,

The Village has received many inquiries regarding road work for Brainard Avenue. As a result, Village Staff, the Village President and members of the Village Board have had the opportunity to meet and have discussions with several folks who live on Brainard Avenue. In the course of these conversations, it has become clear that some information being relayed about Brainard is not accurate and as a result is causing some concern for residents in the area.

It is the Village's hope that this letter and the corresponding FAQ document will provide residents with helpful information, which consequently, will alleviate some of those concerns. In addition, the Village wishes to convey three main points to residents on Brainard:

1. The Village is in its infancy stage in looking at potential grant funding options to pave Brainard Avenue.
2. The Village plans to work with residents through this process through a community outreach effort, such as neighborhood dialogues or community based group meetings. No action will be taken before a community outreach effort.
3. The Village is available to take your questions and note your concerns at any time. Please call 708-354-0225, ext. 107 or email jcedillo@lagrangepark.org. Several residents have already stopped by Village Hall or called, and we appreciate your taking the time to explain your concerns and share ideas. We look forward to working with you in the future.

Sincerely,

Jim Discipio, Village President

Julia Cedillo, Village Manager

Cc: Village Board of Trustees

Brainard Avenue FAQ (Frequently Asked Questions)

1. What Village discussion recently took place about Brainard?

As part of a comprehensive road pavement program, the Village Board recently discussed the possibility of seeking federal grant funding to repave (grind and resurface) a portion of Brainard Avenue, from Harding Avenue to the southern limits (near Ogden Avenue). If this is something the Village Board sees potential in considering, the Village would first meet with Brainard Avenue Residents to seek feedback and understand concerns, well before any action is taken. At this time, the Village Board wishes to first confirm what the requirements for the road would be, if federal grants are used.

2. I live on the northern portion of Brainard, is my street included in the road work that needs to be done?

No. Brainard Avenue from Harding to the northern limits was recently paved in 2009 using federal grant dollars. Northern Brainard was paved using a different federal grant program where the repair necessary was not as extensive. This portion of the street does not need maintenance at this time.

3. Why is IDOT (Illinois Department of Transportation) interested in making changes to Brainard Avenue?

IDOT has no specific interest in Brainard. IDOT is involved because the federal government designates IDOT as the responsible party for reviewing roadway projects for federal grant program eligibility. As such, the Village must meet with IDOT to see what requirements would be placed on Brainard if federal grant dollars are used to pay for the project. Practically speaking, IDOT reviews the scope of the project against the requirements of the federal grant and determines whether the scope meets federal specifications and whether variances from the requirements are needed or desired.

4. Did the Village previously seek federal funding for Brainard in 2004?

Yes. As one of just four roads in La Grange Park that are eligible for federal dollars, the Village sought out federal funding in 2004. When IDOT reviewed the scope of the project, they first identified three requirements to make the street eligible for federal funding: increase the speed limit to 30 MPH, remove three stop signs, and widen the street by six feet on each side OR limit the parking to one side of the road with only very minor widening (six inches on each side). With public feedback in hand, the Village went to IDOT seeking variances to all of the requirements. IDOT agreed to let the stop signs and the speed limit remain (granted variances from these requirements), but parking would have to be limited to one side of the road (with very minor widening). Due to public concern, the Village did not to pursue the project and the federal money went back to the Council of Government to be used in another community in West Cook County.

5. Is it true that the Village wants to widen Brainard?

No. The Village has no desire to widen Brainard. Based on the 2004 IDOT review, the widening of Brainard would require the narrowing of the parkway by six feet on each side as well as the likely removal of mature trees - which is unacceptable.

As a result of the September Work Session, the Village Board requested that staff verify whether the requirements were still in effect today, years after the 2004 review by IDOT. The Village feels that it is

necessary to have updated and accurate information in hand before discussing the issue with Brainard residents.

****Please Note:** Residents should understand that if the Village chooses to pursue grant funding, the Village would also *actively pursue* variances from any and all standards that would require a change from the existing geometry of the road (including limited parking).

6. Why consider the use of federal grant dollars for Brainard?

A municipality has both a responsibility and obligation to all of its residents to bring federal tax dollars back into the community. These are federal income taxes that all of our residents pay into. Brainard Avenue is one of four roads in our town eligible for such federal funding. The federal program will pay for 75% of the road work, resulting in a savings that benefit our residents. These savings can then be used to pay for other much needed road improvements in other areas of town. These cost savings may also allow the Village to consider some eligible safety measures on Brainard that residents may identify as enhancements to the area.

Using federal grant dollars offers one significant benefit for the Village, its residents, and the residents on Brainard in particular – which is the inclusion/completion of substantial sewer work, which the Village otherwise cannot afford at this time. Under a federal grant program, the project would include new sewer laterals and all new catch basins, benefitting current and future homeowners in the area.

One additional benefit of grant funding is that it would include full driveway apron replacement for homeowners. Under a Village funded program, the Village only replaces the outer half of the driveway apron – this is the longstanding policy in our Village throughout all areas of town. It should also be noted that the federal program will allow the Village to complete full curb replacement for the entire span of the road's grind and resurface work, which may not be feasible under a Village funded program.

7. I want my voice heard about this project. Will I have a chance to voice my concerns and share my ideas?

Yes. With the community outreach effort currently being planned, residents on Brainard, as well in the community as a whole will have the opportunity to share concerns and brainstorm ideas in the days ahead.

8. What is the Village doing now regarding this project? What are the next steps?

The Village has not yet met with IDOT regarding the scope of the project to determine what requirements or variances are likely necessary. We have secured a meeting with IDOT for mid-October. The Village will be reaching out to residents shortly thereafter. If you wish to be included on a contact list, please email Julia Cedillo at jcedillo@lagrangepark.org with subject "Keep me informed on Brainard."

9. What can I do now if I have questions?

Call Village Hall at 708-354-0225, ext. 107 or email: jcedillo@lagrangepark.org.

October 3, 2013

Public Safety Committee

Mario Fotino, Chairman

Patricia Rocco

Robert Lautner

Village Board Agenda Memo

Date: October 1, 2013

To: President & Board of Trustees

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



RE: Cook County Health Inspections

GENERAL BACKGROUND:

Our current Intergovernmental Agreement with the Cook County Department of Public Health expires on November 30, 2013. The Department of Public Health has provided health inspection services to the Village of La Grange Park since April of 2001, and the system overall has continued to work well.

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

ACTION REQUESTED:

Review and discuss the proposed IGA, a copy of which is enclosed. There appear to be no changes from the current agreement in place. If there is consensus, this item will be placed on the consent agenda for the October 22nd Board meeting.

RECOMMENDATION:

Staff recommends entering into another contract with the Cook County Department of Public Health for health inspection services, effective December 1, 2013, and continuing through November 30, 2014.

DOCUMENTATION:

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

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

This **AGREEMENT** entered into as of December 1, 2013 by and between the Village of La Grange Park, Cook County, Illinois a municipal corporation (hereinafter called the **VILLAGE**), and the County of Cook, Illinois a body corporate and politic (hereinafter called the **COUNTY**).

WITNESSETH:

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

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

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

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

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

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

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

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

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

6. The **VILLAGE** agrees to hold harmless and to indemnify the **COUNTY**, its Board members, officers, agents and employees from liabilities, costs, judgments, attorneys' fees or other expenses resulting from any negligence or act or failure to act under this **AGREEMENT** by the **VILLAGE**, its officers, agents or employees. The **COUNTY** agrees to hold harmless and to indemnify the **VILLAGE**, its Board members, officers, agents and employees from liabilities, costs, judgments, attorneys' fees or other expenses resulting from any negligence or act or failure to act under this **AGREEMENT** by the **COUNTY**, its officers, agents or employees. Nothing herein shall be construed to require the **VILLAGE** to indemnify the **COUNTY** for the negligence of the **DEPARTMENT** or its officers, agents, or employees; and further, nothing herein shall be construed to require the **VILLAGE** to indemnify or make any payments in connection with any claim for which the **COUNTY** or the **DEPARTMENT** otherwise would not be liable, nor shall it be construed to waive any defenses that the **COUNTY**, the **DEPARTMENT** or the **VILLAGE** may otherwise have to any such claim. Furthermore, nothing herein shall be construed to require the **COUNTY** to indemnify the **VILLAGE** for the negligence of the **VILLAGE** or its officers, agents or employees; and further, nothing herein shall be construed to require the **COUNTY** to indemnify or make payments in connection with any claim for which the **VILLAGE** otherwise would not be liable.
7. This **AGREEMENT** shall become effective as of December 1, 2013 and shall continue through November 30, 2014 unless otherwise terminated by either party as hereinafter provided. This **AGREEMENT** may be renewed on an annual basis by resolution of the corporate authority of both parties or with the written agreement of the parties through their designated representatives. For purposes of the renewal of the terms and conditions contained in this **AGREEMENT** the **COUNTY** authorizes the Chief of the Bureau of Health Services or the Director of the **DEPARTMENT** to renew on its behalf.
8. The parties hereto shall at any time during the term of this **AGREEMENT** have the right to terminate same upon 30 days written notice to the other party, said notice to be sent certified mail, return receipt to: Director, Cook County Department of Public Health, 15900 S. Cicero Avenue, Building E, Oak Forest, IL 60452; or the Village Manager, Village of La Grange Park, 447 N. Catherine, La Grange Park, Illinois 60526.
9. It is expressly agreed by the parties hereto that all environmental health staff members of the **DEPARTMENT** shall be deemed its employees and shall be under the sole supervision and control of the **DEPARTMENT**.

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

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

VILLAGE OF LA GRANGE PARK
a municipal corporation

By: _____

Village President

ATTEST:

By: _____
Village Clerk

Dated:

Dated

COUNTY OF COOK, a body
corporate and politic

By: _____

Director, Cook County
Department of Public Health

RESOLUTION NO. _____

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

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

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

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

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

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

ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois this 22nd day of October, 2013.

YES:

NOS:

ABSENT:

Approved this 22nd day of October, 2013.

Dr. James L. Discipio, Village President

ATTEST: _____
Amanda G. Seidel
Village Clerk

APPROVED AS TO FORM-
VILLAGE ATTORNEY: Agreement Approved by Village Attorney on _____

Finance Committee

Patricia Rocco, Chairwoman

Scott Mesick

James Kucera

Village Board Agenda Memo

Date: October 2, 2013

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

From: Pierre Garesché, Finance Director *P.G.*
Julia Cedillo, Village Manager *J.C.*

Re: Tax Levy Estimate

GENERAL BACKGROUND:

The Truth in Taxation Law mandates that the Village Board estimate the taxes it will levy at least 20 days prior to the adoption of the real estate tax levy. In that regard, we estimate the real property tax levy for the 2013 tax year will be \$3,441,390. That represents a 4.9% increase over the 2012 tax extension of \$3,280,639.

The complete tax levy ordinance will be on the agenda for the November 26, 2013 board meeting for your approval.

MOTION/ACTION REQUESTED:

“I move that the President and Board of Trustees concur with the recommendation of the Finance Director and determine hereby that the amount of money estimated to be necessary to be raised from the 2013 real property tax levy for the 2013-14 fiscal year is \$3,441,390; which amount is less than 5% higher than the amount of taxes extended for 2012.”

STAFF RECOMMENDATION:

We recommend the motion be approved at the October 22, 2013 board meeting.

DOCUMENTATION:

- ◆ None

Village Manager's Report

Village Board Agenda Memo

Date: October 1, 2013
To: Village President & Board of Trustees
From: Julia Cedillo, Village Manager 
RE: Electricity Supply Contract – Water Plant

PURPOSE

To seek Village Board approval to solicit electricity supply bids for the water plant pumping station for the October 22nd Board Meeting.

GENERAL BACKGROUND:

The Village purchases electricity from an alternative energy supplier for its largest account, the water plant pumping station. The Village became involved in the purchase of energy from alternate energy suppliers through the Municipal Energy Collaborative (MEC) formed by the Metropolitan Mayors' Caucus and Enterpriz Cook County. Energy Choices P.C., an energy broker, has also served the Village and the MEC in the acquisition of energy contracts from suppliers since 2006.

At the present time, the Village's electricity for this account is being supplied by Integrys Energy. That supply contract expires in December 2013. The Village's energy broker, Energy Choices, recommends soliciting prices for electricity now because prices are relatively favorable, but appear to be on the rise. As such, Energy Choices solicited preliminary bids of the Village's behalf for 1-year and 2-year supply contracts. Included with this memorandum is a table reflecting the prices bid by five energy suppliers. The low price for each contract year was submitted by Integrys Energy, our incumbent provider. The prices bid are lower than the Village's current supply contract.

Contract Term	Total Savings
1-year	\$6,585
2-year	\$12,040

The quotes received from the lowest bidder show the potential annual savings of \$6,585 for a one-year contract and \$12,040 for a two-year contract. While the annual savings diminishes slightly for the two-year term, trends suggest that prices are increasing. As such, it might be advantageous to lock in prices for a supply contract with an alternative energy supplier for the longer term.

Energy suppliers will not hold their prices firm for more than 24 hours. Accordingly, if the Board agrees to solicit prices, it will be necessary to solicit bids immediately before the October 22nd Board meeting. The energy broker would solicit the three firms on the attached table. The staff would advise the Board of the bid results by email before the meeting.

MOTION/ACTION REQUESTED

Move to authorize the Village Manager to solicit updated bids for the October 22nd Board Meeting, for consideration and action that evening, as energy suppliers will not hold their prices for more than 24 hours.

If approved, probable Motion/Action for the October 22nd Board Meeting: Move to authorize the Village Manager to execute a contract (or contract renewal) with [Insert Supplier's Name] for energy for the Village's water plant for a _____ year term contract.

STAFF RECOMMENDATION:

Staff recommends that the Village Board authorize the Village Manager to solicit updated bids for the October 22nd Board Meeting, for consideration and action that evening, as energy suppliers will not hold their prices for more than 24 hours. As the memo from Energy Choices opines, trends are such that electricity prices are likely to continue to rise in the coming months. Securing a contract early while prices are lower would be to the advantage of the Village.

DOCUMENTATION

- Table summarizing energy costs (Pricing date is September 30, 2013)
- Electricity Procurement Memo from Mollie VanderLaan, Energy Choices

VILLAGE OF LAGRANGE PARK
Electric Pricing Analysis



SUPPLIER NAME	12 Month	24 Month
Current Supplier Rate	\$0.06261	\$0.06261
MidAmerican Energy	\$0.05035	\$0.05166
Integrus Energy	\$0.04757	\$0.04886
Constellation Energy	\$0.04854	\$0.04969
energy.me	\$0.05273	\$0.05550
Ameren Energy	\$0.04952	\$0.05086

Best Price	\$0.04757	\$0.04886
Annual kWh Usage	437,793	437,793
Annual Supplier Expense	\$20,826	\$21,391
Savings over Current Price	\$6,585	\$6,020
Estimated Annual ComEd Delivery Cost	\$8,756	\$8,756
TOTAL ESTIMATED COST	\$29,582	\$30,147

NOTES/DISCLAIMERS

**These prices are valid up until 5pm on the day they were quoted. Price updates are subject to change based on market conditions.*

**Historical Usage is based on the last 12 months of usage as noted on ComEd's Powerpath website.*



1954 First Street, Suite 106
Highland Park, IL 60035
Phone (847) 418-3888
Fax (847) 823-0045

To: Julia Cedillo
From: Mollie VanderLaan
Subj: Electricity Procurement
Date: September 30, 2013

Julia,

Thank you for working with Energy Choices on your electricity renewal. Please find following an assessment of your situation in light of the current market and opportunities you may want to explore.

Current Situation:

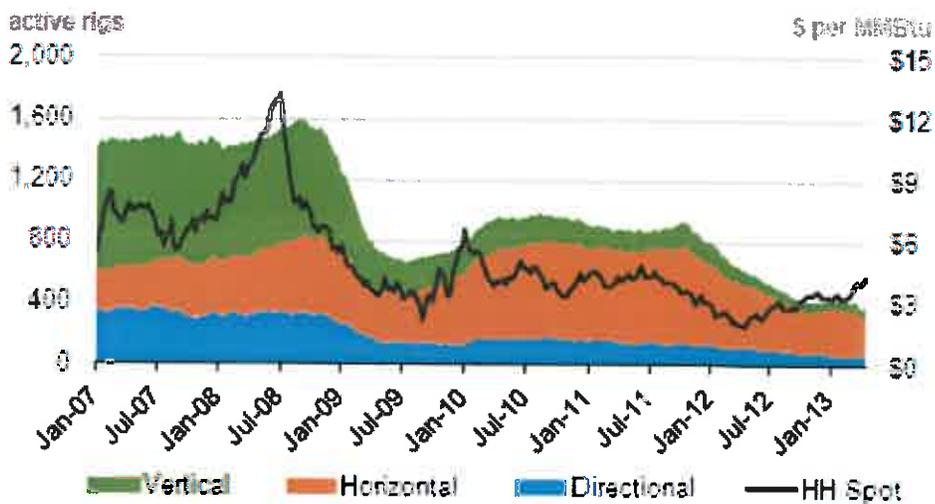
LaGrange Park has one pumping account with Integrys Energy. This contract expires in December.

Electricity Market:

Even though most of the electricity in northern Illinois comes from base-loaded nuclear and coal-fired generation facilities, since ComEd joined PJM in 2003, the price of natural gas has had an increasing affect on electricity prices. Natural gas fired generation plants are the marginal generators that satisfy electricity consumption. As a result, to fully understand the drivers behind electricity pricing, one has to first examine the natural gas market.

Natural gas near-term outlook –After natural gas prices reached a low in April 2012 of \$2.00/mmBtu, prices have rebounded to the \$4.50 to \$5.00/mmBtu range. Aggressive drilling programs, the expansion of hydraulic fracturing, a poor economy and mild winter weather in the gas-heating states in the winter of 2011/2012 contributed to the highest levels of gas in storage in 2012. The response to the glut of supply and low prevailing gas prices has been to reduce drilling activity until prices rebound. (see figure below showing drilling activity and Henry Hub spot prices.)

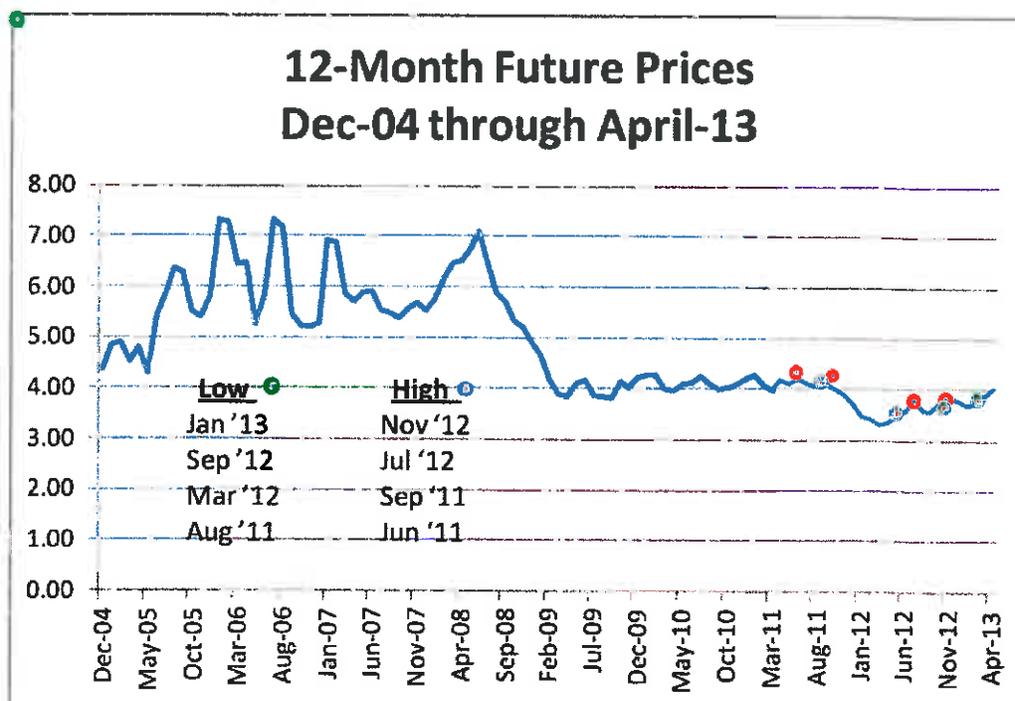
Weekly natural gas rig count and average spot Henry Hub



Source: Baker Hughes

Natural gas long-term outlook – As the US economy improves, there will be increased demand for natural gas and electricity. Adding to this demand are the following factors: environmental factors that are forcing the retirement of coal-fired generating units, the use of natural gas as a transportation fuel (especially for trucking) and the prospect of natural gas exports (to other countries where the market price is three to five times greater than the current domestic price). Also, with environmental questions regarding hydraulic fracturing’s safety, there will be higher drilling costs and probably consolidation in the industry as conditions favor those firms that can operate cost-effectively with increased regulation.

Electricity Pricing – Shown below is a chart of 12-month future pricing for commodity electricity (energy only, representative commercial customer) into ComEd. After a low of 3.3¢/kWh in March of 2012, the overall direction for electricity pricing has been upward. (Note: The electricity price low of March '12 correlates with the low in the price for natural gas prices, shown above.) Like natural gas, there aren’t many fundamental factors pointing to lower electricity prices in the future. While no one knows where prices are going, there appears to be a greater likelihood that prices will go up rather than decrease.



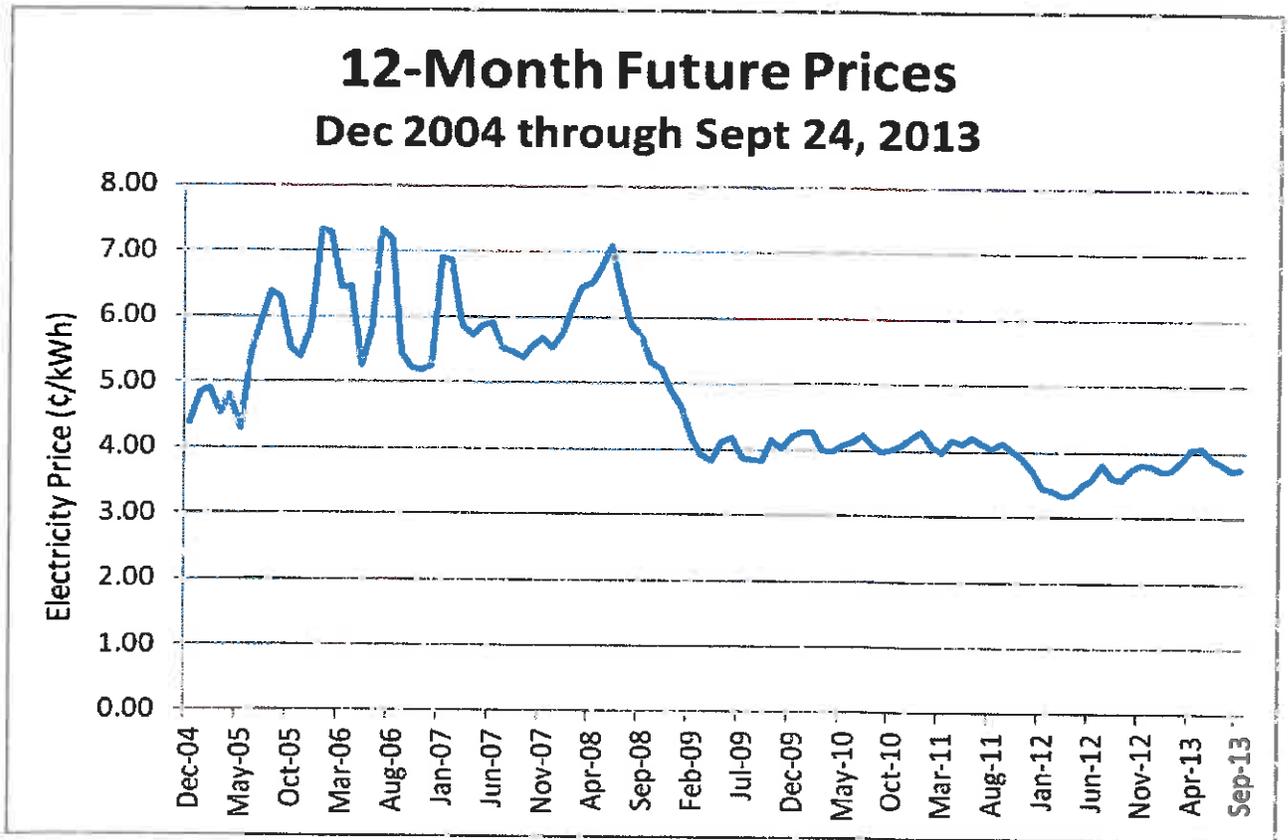
Also shown on the chart are monthly highs and lows over the past two years. Green dots show market lows, while red dots show monthly market high prices. While spot market prices are heavily influenced by the decrease in demand during spring and fall, there doesn’t seem to be any seasonality in the 12-month future electricity price which cover an entire year. As a result, the implementation schedule of a procurement strategy should look beyond locking in prices during the spring and/or fall.

Recommendation

Energy Choices recommends that Village of LaGrange Park purchases for these sites sooner rather than later because of the potential upside price risk. We recommend the two year contract since there are savings and it hedges against further potential price increases.



News for Subscribers of Energy Choices



Electricity Pricing at a Glance

Electricity prices continue their near record lows. There appears to be little market force driving prices down any lower. While the economy has yet to spring back, when it does, prices will rise. The three-year electricity strip is almost flat, indicating that today's reasonable prices can be locked in for several years into the future.

President's Report



PROCLAMATION

WHEREAS, the Village of La Grange Park is committed to ensuring the safety and security of all those living in our Village; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, working smoke alarms, fire sprinklers, and planning and practicing a home fire escape plan will greatly increase your chances of surviving a home fire;

WHEREAS, La Grange Park residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the La Grange Park Fire Department is dedicated to promoting strong fire safety practices, such as providing public fire safety education in the schools throughout the month and at their Annual Open House, taking place this year on October 13th; and

WHEREAS, the 2013 Fire Prevention Week theme, "Prevent Kitchen Fires" effectively serves to remind us all of the simple actions we can take to keep our homes and families safe from fire during Fire Prevention Week and year-round.

NOW, THEREFORE BE IT PROCLAIMED THAT:

The Village President and Board of Trustees of the Village of La Grange Park does hereby proclaim October 6-12, 2013 as Fire Prevention Week throughout this Village, and urges all the people of La Grange Park to protect their homes and families by heeding the important safety messages of Fire Prevention Week 2013.

James L. Discipio, Village President

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of La Grange Park to be affixed this 8th day of October 2013.

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

Fire Department Open House Fire Station #1	October 13, 2013 11:00 am – 3:00 pm
Ribbon Cutting Ceremony Public Works Facility	October 14, 2013 2:00 pm
Community Clean-Up Day	October 17, 2013
Illinois Municipal League 100th Annual Conference	October 17 – 19, 2013 Hilton Chicago Hotel
E-Waste Recycling Event Public Works Facility	October 19, 2013 9:00 am – 1:00 pm

2013 MEETINGS REMINDER

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