



VILLAGE OF
**LA GRANGE
PARK** EST. 1892

PRESIDENT
Dr. James L. Discipio
VILLAGE MANAGER
Julia A. Cedillo
VILLAGE CLERK
Meghan M. Kooi

TRUSTEES
Robert T. Lautner
Jamie M. Zaura
Karen M. Koncel
Michael L. Sheehan
Joseph F. Caputo
Nicholas J. Diaferio

VILLAGE BOARD MEETING
Tuesday, January 27, 2026 - 7:30 p.m.
Village Hall Board Room
447 N. Catherine Avenue

Members of the public are encouraged to attend this meeting.

AGENDA

- 1. Call Meeting to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Public Participation (Agenda Related Items)**
- 5. Consent Agenda (Roll Call Vote)**

No discussion. Trustees wishing to discuss any of the items below MUST request that the item be removed from the Consent Agenda prior to motion to approve.

A. Approval of Minutes

- i. Village Board Meeting – November 25, 2025*
- ii. Village Board Meeting – December 9, 2025*
- iii. Village Board Work Session – January 13, 2026*
- iv. Village Board Closed Session – January 13, 2026*

B. Action - Accounts Payable And Payroll Summary - Motion (1) To Authorize The President And Chairperson Of The Finance Committee To Sign The Register For Bills, And Authorize The Treasurer And Village Clerk To Sign Checks In Payment Of Operating Bills And Salaries As Itemized In The Check Registers And Motion (2) To Authorize The Village Treasurer And Village Clerk To Sign Checks In The Payment Of Payroll And Other Bills That Become Due Between This Date And The Next Village Board Meeting With Subsequent Approval Of The Payroll Register And Voucher Register By The Board Of Trustees At Its Next Meeting

6. Village Manager's Report

7. Administration Committee – Karen Koncel, Chairwoman

- A. Monthly Report**

8. Building & Zoning Committee – Jamie Zaura, Chairwoman

- A. Monthly Report**

- December
- November

B. Discussion & Action – PUD Amendment Request For 315 N. La Grange Road – Plymouth Place, Inc. – Motion: To Approve An Ordinance Granting Approval Of Additional Exceptions To The Planned Unit Development For The Property Located At 315 North La Grange Road – Plymouth Place, Inc. (Case #25-0025)

VILLAGE BOARD MEETING

January 27, 2026 – 7:30 p.m.

AGENDA (continued – Page 2)

9. **Engineering & Capital Projects Committee** – Nick Diaferio, Chairman
- A. Monthly Report
 - December
 - November
10. **Public Safety Committee** – Joe Caputo, Chairman
- A. Monthly Report – Police Department

 - B. Monthly Report – Fire Department
 - December
 - November

 - C. Discussion & Action – Billing Agreement And Business Associate Addendum (HIPAA) - *Motion: To Approve A Resolution Approving And Authorizing The Execution Of A Billing Services Agreement And Business Associate Addendum With EMS Management & Consultants, Inc. Of Winston-Salem, North Carolina, For The Provision Of Emergency Medical Services Billing And Collections Services*
11. **Public Works Committee** – Mike Sheehan, Chairman
- A. Monthly Report
 - December
 - November

 - B. Discussion & Action – Landscape Material And Firewood Sales, Inc - Change Order #1 To Contract With Leaf Disposal - *Motion: To Approve Change Order No. 1 With Landscape Material And Firewood Sales, Inc. For Additional Leaf Disposal Work, For A Total Increase In Cost "Not To Exceed" \$9,000.00, Which Increases The Original Awarded Contract Price Of \$36,000.00 To \$45,000.00*

 - C. Discussion & Action - Resolution and Design Engineering Services Agreement – Scotdale Headwall Replacement Project – *Motion To Approve A Resolution Authorizing The Approval And Execution Of An Engineering Services Agreement To Be Entered Into Between The Village Of La Grange Park And Edwin Hancock Engineering Company For The Performance Of Design Engineering Services Relative To The Scotdale Headwall Replacement Project And Approving The Expenditure Of Sewer Funds To Pay For The Services (Not-To-Exceed Engineer's Fee: \$38,000.00)*
12. **Finance Committee** – Bob Lautner, Chairman
- A. Monthly Report
13. **Other Reports**
- A. Village Clerk
 - B. Village Treasurer
 - C. Commercial Revitalization Committee – Jamie Zaura, Chairwoman
 - 1. Monthly Report

VILLAGE BOARD MEETING
January 27, 2026 – 7:30 p.m.

AGENDA (continued – Page 3)

D. Village Engineer

E. Village Attorney

F. Committee and Collectors Report

Action – Motion: To Approve Committee and Collectors Report as Presented

14. Village President

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

16. New Business

17. Closed Session *Motion: To Adjourn Into Closed Session For The Purpose Of Discussing The Appointment, Employment, Compensation, Discipline, Performance or Dismissal Of Specific Employees Of The Public Body In Accordance With 5ILCS120/2(c)(1) Not To Reconvene To Open Session Until The Next Regularly Scheduled Meeting On February 10, 2026 In The Village Hall Board Room*

18. Adjourn

Items of Interest:

Village Board Work Session – February 10, 2026

Village Board Meeting – February 24, 2026

The Village of La Grange Park is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to contact Maggie Jarr, Deputy Village Manager, at 708-354-0225 x108 or mjarr@lagrangepark.org promptly to allow the Village of La Grange Park to make reasonable accommodations for those persons.



VILLAGE OF EST. 1892
LA GRANGE PARK

RULES FOR PUBLIC COMMENT
All Village Meetings

1. Please step up to the podium before speaking, and announce your name before beginning your comments. Speakers shall provide comments only from the podium and return to their seat at the end of their remarks.
2. After announcing your name for the record, you will be allowed to speak for three (3) minutes, or such lesser period of time as the Village President or Commission/Committee Chair deems appropriate in light of number of potential speakers and time constraints.
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. The Village President or Commission/Committee Chair 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. For Village Board Meetings only (4th Tuesday of each month): Under the “Public Participation (Agenda Related Comments)” section of the agenda, the Village President reserves the right to disallow comments that do not relate to agenda items.
6. 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 Deputy Village Manager Maggie Jarr at mjarr@lagrangepark.org or by calling (708) 354-0225 between 9:00 a.m. and 4:30 p.m. before the meeting so that the Village can make reasonable accommodations for you.

The Village of La Grange Park is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to contact Maggie Jarr, Deputy Village Manager, at 708-354-0225 x108 or mjarr@lagrangepark.org promptly to allow the Village of La Grange Park to make reasonable accommodations for those persons.

VILLAGE OF



EST. 1892

LA GRANGE PARK

Civility Pledge

In the interest of civility, I pledge to promote civility by listening, being respectful of others, acknowledging that we are all striving to support and improve our community and understanding that we each may have different ideas for achieving that objective.

Building & Zoning Committee Divider

Jamie Zaura, Chairwoman

Bob Lautner

Karen Koncel



Village Board Agenda Memo

Date: January 27, 2026
To: Village President & Board of Trustees
From: Maggie Jarr, Deputy Village Manager
Julia Cedillo, Village Manager *JCS*
RE: **PUD Amendment Request for 315 N. La Grange Road - Plymouth Place, Inc.**

GENERAL BACKGROUND

Plymouth Place, Inc. ("Applicant") is requesting approval of a planned unit development ("PUD") amendment for the approximately 19-acre property at 315 N. La Grange Road, La Grange Park, Illinois ("Subject Property"), which is zoned R-4 Multi-Family Residential and developed with a continuing care retirement campus. The Subject Property includes an eight-story primary facility approved as part of a PUD in 2005, containing independent living, assisted living, memory support, and skilled nursing units, as well as a collection of single-family cottages constructed in the 1950s east of the main building.

Over time, the site has been redeveloped through subsequent PUD approvals, including a 2017 amendment that allowed partial demolition of the cottages for employee parking and a new PUD approved in 2022 that authorized demolition of the remaining cottages and construction of the Arboretum Villas, consisting of 94 independent living apartments in multiple new buildings, along with new amenity spaces such as the Center for Healthy Living. Construction of the Center for Healthy Living and the first phase of the Arboretum Villas has been completed, and the current application ("PUD Amendment") seeks relief under the La Grange Park Zoning Code to allow additional on-site signage to support building identification and campus wayfinding.

The Planning and Zoning Commission held a public hearing regarding the application for a PUD Amendment on December 16, 2025. The Applicant attended the public hearing and provided testimony. The minutes from the public hearing, the court reporter transcript, and the approved Findings of Fact are attached to this memorandum. Upon conclusion of the public hearing, the Planning and Zoning Commission recommended approval of the PUD Amendment by a vote of five (5) to zero (0).

STAFF RECOMMENDATION

Staff concurs with the recommendation of the Planning and Zoning Commission.

MOTION/ACTION REQUESTED

This item is for discussion and action.

Motion To Approve An Ordinance Granting Approval Of Additional Exceptions To The Planned Unit Development For The Property Located At 315 North La Grange Road - Plymouth Place, Inc. (Case #25-0025)

DOCUMENTATION

- An Ordinance Granting Approval Of Additional Exceptions To The Planned Unit Development For The Property Located At 315 North La Grange Road - Plymouth Place, Inc. (Case #25-0025)
- Planning and Zoning Commission Agenda Memo – December 16, 2025
- Planning and Zoning Commission Meeting Minutes – December 16, 2025
- Public Hearing Transcript (Case #25-0025)

ORDINANCE NO. 1294

AN ORDINANCE GRANTING APPROVAL OF ADDITIONAL EXCEPTIONS TO THE PLANNED UNIT DEVELOPMENT FOR THE PROPERTY LOCATED AT 315 NORTH LA GRANGE ROAD - PLYMOUTH PLACE, INC. (CASE #25-0025)

WHEREAS, Plymouth Place, Inc. ("Applicant") filed an Application for a planned unit development amendment ("PUD Amendment"), for the property located at 315 North La Grange Road, La Grange Park, Illinois, referred to as "Subject Property" and legally described in **Exhibit "A"** attached hereto; and

WHEREAS, the President and Board of Trustees of the Village of La Grange Park previously approved a planned unit development and associated special use for the Subject Property, pursuant to an ordinance adopted on September 27, 2022, together with a final planned unit development plan (collectively, the "Planned Unit Development" or "PUD"); and

WHEREAS, at an open, public meeting held on December 16, 2025, the Planning and Zoning Commission of the Village of La Grange Park, Illinois ("Commission") conducted a public hearing relative to the PUD Amendment, pursuant to notice and publication as required by law ("Public Hearing"); and

WHEREAS, at the Public Hearing, the Applicant presented its Application for the PUD Amendment, including submittal of written documents and delivery of oral testimony in support of the PUD Amendments, Village staff provided verbal comments relative to its Village Staff Report regarding the Application, and other members of the public were provided an opportunity to submit written documents and deliver verbal testimony relative to the Application. During the Public Hearing, the Commission accepted into the record the Application and the Applicant's additional submittals, the Village Staff Report and all other submittals of members of the public as well as all oral testimony that was heard by the Commission. The meeting was recorded in order to prepare a transcript of the Public Hearing proceedings. On December 16, 2025, pursuant to a unanimous vote of the members of the Commission, the Public Hearing was closed; and

WHEREAS, after the close of the Public Hearing, the Commission recommended that the President and Board of Trustees of the Village grant the PUD Amendment mentioned above, based upon certain Findings of Fact, adopted by the Commission at its open, public meeting held on January 20, 2026. True and correct copies of the Findings of Fact are attached to this Ordinance as **Exhibit "B"** and incorporated herein by reference as if fully set forth herein; and

WHEREAS, in accordance with the authority granted by Division 11-13 (Zoning) of the Illinois Municipal Code (65 ILCS 5/ 11-13) and the applicable provisions of the Village of La Grange Park Zoning Code, the President and Board of Trustees of the Village of La Grange Park have reviewed the Application, the Public Hearing transcript, and the Findings of Fact, and have publicly discussed these issues at a regularly scheduled open public meeting on January 27, 2026, and have found that approval of the PUD Amendment, as requested by the Applicant, as set forth in Section 2 below in this Ordinance, is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public.

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LA GRANGE PARK, COOK COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: Incorporation. The above recitals are incorporated by reference into Section 1 of this Ordinance as material terms and provisions.

SECTION 2: Approval of the PUD Amendment. Additional exceptions are granted from Section 153.264 (Permanent Sign Standards) of Title XV (Land Usage) of the Village of La Grange Park

Zoning Code, to the Applicant's approved Planned Unit Development, as set forth herein:

- To allow for two (2) monument signs at 6.5' tall and without the required landscaping around the base of the sign, located near the entrances of The Arboretum Villas and The Landing.
- To allow for five (5) wall signs at 3 square feet, 4.9 square feet, and 5.1 square feet in area, that include address numbering, located near the entrances to the Center for Healthy Living and The Arboretum Villas.
- To allow for eight (8) directional signs without the required monument sign design, with seven (7) directional signs at 7.2' tall and 19.8 square feet in area and one (1) directional sign at 11.2 square feet in area.

SECTION 3: Approval of Necessary Permits and Compliance with Applicable Village Codes and Ordinances. All necessary permits may be issued by the Village Manager of the Village of La Grange Park, or their designee, subject to further compliance with this Ordinance and all other applicable Village Ordinances and Codes, including the required plan review process.

SECTION 4: Repeal of Conflicting Provisions; Severability; Validity of Non-Conflicting Legislation. All ordinances or parts of ordinances in conflict with this Ordinance are repealed. Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 5: Effective Date; Publication in Pamphlet Form. 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 27th day of January, 2026 pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:
ABSTAIN: _____

APPROVED by the Village President this 27th day of January 2026.

Dr. James L. Discipio, Village President

ATTEST:

Meghan M. Kooi, Village Clerk

DATE: ____ 2026.

This Ordinance was published by me in pamphlet form on the __ day of January, 2026.

Meghan M. Kooi, Village Clerk

APPROVED AS TO FORM BY: Village Attorney Michael T. Jurusik on January 27, 2026.

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1: THAT PART OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE SUBURBAN ELECTRIC RAILROAD RIGHT OF WAY, BEING A LINE 1069 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4, WITH THE NORTH LINE OF THE SOUTH 650.0 FEET OF SAID SOUTHEAST 1/4; THENCE WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 791.93 FEET TO A POINT; THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4, FOR A DISTANCE OF 120.0 FEET TO A LINE 530.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE FOR A DISTANCE OF 290.0 FEET TO A LINE 2150.93 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH ALONG LAST DESCRIBED PARALLEL LINE FOR A DISTANCE OF 150.0 FEET TO A LINE 380.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE FOR A DISTANCE OF 42.99 FEET TO A POINT 2193.92 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 171 DEGREES 26 MINUTES, MEASURED FROM EAST TO NORTH TO NORTHWEST, FROM LAST DESCRIBED COURSE FOR A DISTANCE OF 99.79 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 162 DEGREES 44 MINUTES, MEASURED FROM SOUTHEAST TO SOUTH TO SOUTHWEST, FROM LAST DESCRIBED COURSE, FOR A DISTANCE OF 190.84 FEET TO A POINT IN THE EAST LINE OF LAGRANGE ROAD WHICH IS 365.84 FEET NORTH, (AS MEASURED ALONG THE EAST LINE OF SAID ROAD), OF THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH ALONG SAID EAST LINE OF LAGRANGE ROAD FOR A DISTANCE OF 365.84 FEET TO SAID SOUTH LINE OF THE SOUTHEAST 1/4; THENCE EAST ALONG SAID SOUTH LINE OF SAID SOUTHEAST 1/4 FOR A DISTANCE OF 1390.28 FEET TO THE AFOREMENTIONED WEST LINE OF SUBURBAN ELECTRIC RAILROAD RIGHT OF WAY; THENCE NORTH ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 650.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTH 1/2 OF THE WEST 50 FEET OF THE EAST 1069 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF LOTS 4 THROUGH 13 IN BLOCK 2 IN SHAWMUT AVENUE ADDITION TO LAGRANGE, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE NORTH 89 DEGREES 49 MINUTES 27 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOTS 4 THROUGH 13, A DISTANCE OF 475 FEET; THENCE SOUTH 87 DEGREES 03 MINUTES 11 SECONDS WEST 475.70 FEET TO A POINT ON THE WEST LINE OF SAID LOT 4 THAT IS 23 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 4, AS MEASURED ALONG SAID WEST LINE THEREOF; THENCE NORTH 00 DEGREES 10 MINUTES 52 SECONDS EAST ALONG SAID WEST LINE, 23 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PINS: 15-33-414-013-0000; 15-33-414-024-0000; 15-33-414-027-0000; 15-33-414-037-0000; 15-33-414-039-0000; 15-33-414-044-0000; 15-33-501-005-0000; 18-04-200-044-0000

ADDRESS: 315 NORTH LA GRANGE ROAD, LA GRANGE PARK, ILLINOIS

EXHIBIT "B"

FINDINGS OF FACT

(Incorporated by reference and on file with the Village Clerk's Office)

FINDINGS OF FACT
VILLAGE OF LA GRANGE PARK PLANNING & ZONING COMMISSION
CASE – #25-0025
PLYMOUTH PLACE, INC.

WHEREAS, Plymouth Place, Inc. (the “Applicant”) filed an Application for a planned unit development amendment (the “PUD Amendment”) on property located at 315 North La Grange Road, La Grange Park, Illinois (the “Subject Property”); and

WHEREAS, at an open public meeting held on December 16, 2025, the Planning and Zoning Commission of the Village of La Grange Park (“Village”), Illinois (the “Commission”) conducted a public hearing relative to the PUD Amendment, pursuant to notice and publication as required by law (the “Public Hearing”); and

WHEREAS, at the Public Hearing, the Applicant presented its Application for the PUD Amendment, including submittal of written documents and delivery of oral testimony in support of the PUD Amendment, Village staff provided verbal comments relative to its Village Staff Report regarding the Application, and other members of the public were provided an opportunity to submit written documents and deliver verbal testimony relative to the Application. During the Public Hearing, the Commission accepted into the record the Application and the Applicant’s additional submittals, the Village Staff Report and all other submittals of members of the public as well as all oral testimony that was heard by the Commission. The meeting was recorded in order to prepare a transcript of the Public Hearing proceedings. On December 16, 2025, pursuant to a unanimous vote of the members of the Commission, the Public Hearing was closed; and

WHEREAS, with respect to the Application for the PUD Amendment, based upon documentary evidence submitted by the Applicant, and testimony presented by the Applicant and Village staff at the Public Hearing, the Commission makes the following Summary of Facts, and pursuant to Section 153.086 of the La Grange Park Zoning Code (“Zoning Code”), makes the following Findings of Fact:

SUMMARY OF FACTS

The Applicant is requesting the PUD Amendment for the Subject Property, which is zoned R-4 Multi-Family Residential. The approximately 19-acre campus contains multiple buildings, including the primary eight-story facility constructed following the Village’s approval of a PUD in 2005. That facility includes 182 independent living apartments, 52 assisted living units, 26 memory support units, and 86 skilled nursing beds.

To the east of the main building, 54 single-family cottage homes were constructed in the 1950s. A PUD amendment approved in 2017 allowed demolition of a portion of the cottages for development of an employee parking lot. A new PUD was approved in 2022 to demolish the remaining cottages and replace them with 94 independent living apartments in multiple new buildings (the “Arboretum Villas”), along with new amenity spaces, including the Center for Healthy Living.

Construction of the Center for Healthy Living and the first phase of the Arboretum Villas (59 units) has been completed. As residents moved in and the new amenities opened, the Applicant determined that additional on-site signage was needed to effectively direct residents and visitors throughout the campus. The Applicant therefore requested approval of additional signage, including five (5) new wall signs and one (1) new directional sign that do not meet the standards of the Zoning Code.

During Village staff's review of this request, it was also determined that several signs already installed on the Subject Property as part of the recent redevelopment (while properly permitted through the Building Department) also require exceptions from the Zoning Code but were inadvertently omitted from previous PUD approvals. To ensure that all required relief is appropriately reviewed, the Applicant's Application for PUD Amendment includes both the newly proposed signage and the existing signage that requires retroactive approval. The existing signage requiring exceptions includes two (2) monument signs and seven (7) directional signs.

Under Section 153.086 (Changes to Approved Plans) of the Zoning Code, no changes may be made to an approved final PUD plan except upon application to the Village. Section 153.084 (Exceptions from District Regulations) of the Zoning Code allows exceptions from underlying zoning district requirements if it is demonstrated that the modifications will not negatively affect surrounding property, municipal services, or traffic flow, and that the development provides superior design, enhanced amenities, and a substantial benefit to the Village.

The Applicant is seeking approval for two (2) monument signs, five (5) wall signs, and eight (8) directional signs. The signage is intended to clearly identify the Center for Healthy Living and the four (4) Arboretum Villas building wings, improve wayfinding throughout the site, and distinguish the Arboretum Villas development from the larger congregate building known as The Landing. Because the Subject Property is located in the R-4 District, the Zoning Code limits the types, number, size, and design of signs that may be installed. The following regulations apply to the Subject Property.

Monument Signs. Monument signs are not permitted in residential districts unless serving a non-residential use; therefore, the existing monument signs at the Subject Property require an exception. While the existing monument signs comply with the maximum sign area and required setbacks and spacing, they exceed the allowable height and lack the required landscaped base, resulting in additional exceptions. Because multiple monument signs already exist at the site entrance, an exception is also required for the total number of monument signs permitted on the Subject Property.

Wall Signs. Wall signs are not permitted in residential districts unless serving a non-residential use; therefore, the proposed wall signs on the Subject Property require an exception. All proposed wall signs comply with the allowable sign area and with the design standards for placement and projection from the wall. Although house number signs are exempt permanent signs under Section 153.263 (Exempt Permanent Signs) of the Zoning Code, that exemption is limited to signs no larger than two (2) square feet. The proposed wall signs exceed that size and therefore do not qualify as exempt, necessitating an additional exception from the Zoning Code.

Directional Signs. Directional signs are permitted at each driveway access from a public street and at each internal driveway intersection; therefore, the total number of directional signs on the site complies with the Zoning Code. However, the existing directional signs exceed the maximum permitted height and sign area, and the newly proposed sign, while compliant with height, also exceeds the allowable area. All of the directional signs require an exception for design, as they utilize a two-post configuration rather than a monument style and lack the required landscaped base.

With this amendment, the Applicant is requesting the following exceptions from Section 153.264 (Permanent Sign Standards) of the Zoning Code related to the size, location, design, and number of monument signs, wall signs, and directional signs:

- To allow for two (2) monument signs at 6.5' tall and without the required landscaping around the base of the sign, located near the entrances of The Arboretum Villas and The Landing.
- To allow for five (5) wall signs at 3 square feet, 4.9 square feet, and 5.1 square feet in area, that include address numbering, located near the entrances to the Center for Healthy Living and The Arboretum Villas.
- To allow for eight (8) directional signs without the required monument sign design, with seven (7) directional signs at 7.2' tall and 19.8 square feet in area and one (1) directional sign at 11.2 square feet in area. In order to allow these signs as proposed, the Village must grant specific exceptions from Section 153.264 (Permanent Sign Standards) of the Zoning Code.

FINDINGS OF FACT

Exceptions from district regulations may be granted for planned unit developments, if the Village Board finds that such exceptions meet all of the following standards:

1. **Enhance the overall merit of the planned unit development.** The proposed signage enhances the functionality of the PUD by providing a clear, coordinated wayfinding system that reflects the scale and complexity of the campus and supports its ongoing operation.
2. **Promote the objectives of both the Village and the development.** The signage advances Village objectives related to safety, accessibility, and orderly development while supporting the development's need for clear identification of buildings and amenities within a multi-building senior living campus.
3. **Enhance the quality of the design of the structures and the site plan.** The signs are modest in size, non-illuminated, and integrated into building entrances and internal circulation areas, improving legibility and cohesion without detracting from the architectural character of the site.
4. **Enable the development to offer environmental and pedestrian amenities.** Improved wayfinding reduces unnecessary vehicle circulation, supports pedestrian navigation

between buildings and amenities, and complements the walkable internal layout of the campus.

5. **Will not cause such an adverse impact on neighboring properties so as to outweigh the benefits of the development.** The signage is internally oriented, limited in scale, and non-illuminated, resulting in no measurable visual, noise, or traffic impacts to surrounding residential properties.
6. **Are compatible with the land use policies of the Village's Comprehensive Plan.** The request is consistent with Comprehensive Plan policies that support well-designed residential developments and senior housing that is compatible with surrounding neighborhoods.
7. **Provide a public benefit to the Village.** The signage improves safety, accessibility, and clarity for residents, visitors, and emergency responders, while ensuring that the development continues to function as an organized and well-managed community asset.

Regarding the request for the PUD Amendment outlined above, the Planning and Zoning Commission voted to approve the PUD Amendment, as follows:

AYES: Domagalski, Lampert, Lee, McElligott and Studwell

NAYS: None

ABSENT: Bartholomai and Campo

RESPECTFULLY SUBMITTED this 20th day of January, 2026.

**VILLAGE OF LA GRANGE PARK
PLANNING AND ZONING COMMISSION**

By: 

Caroline Domagalski, Chairperson

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Meghan M. Kooi, Village Clerk of the Village of La Grange Park, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

ORDINANCE NO. 1294

AN ORDINANCE GRANTING APPROVAL OF ADDITIONAL EXCEPTIONS TO THE PLANNED UNIT DEVELOPMENT FOR THE PROPERTY LOCATED AT 315 NORTH LA GRANGE ROAD - PLYMOUTH PLACE, INC. (CASE #25-0025)

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of La Grange Park at a Regular Village Board Meeting on the 27th day of January, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of La Grange Park on the 27th day of January, 2026.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of La Grange Park was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of La Grange Park, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of La Grange Park, this __ day of January, 2026.

Meghan M. Kooi, Village Clerk



Planning & Zoning Commission Agenda Memo

Date: December 16, 2025

To: Caroline Domagalski, Planning & Zoning Commission Chair
Members of the Planning & Zoning Commission

From: Maggie Jarr, Deputy Village Manager

RE: 315 N. La Grange Road – Amendment to Planned Unit Development [#25-0025]

GENERAL BACKGROUND

Plymouth Place, Inc. (“Applicant”) is requesting an amendment to the Planned Unit Development (“PUD”) for the property located at 315 N. La Grange Road (“Subject Property”), zoned R-4 Multi-Family Residential. The approximately 19-acre campus contains multiple buildings, including the primary eight-story facility constructed following the Village’s approval of a PUD in 2005. That facility includes 182 independent living apartments, 52 assisted living units, 26 memory support units, and 86 skilled nursing beds.

To the east of the main building, 54 single-family cottage homes were constructed in the 1950s. A PUD amendment approved in 2017 allowed demolition of a portion of the cottages for development of an employee parking lot. A new PUD was approved in 2022 to demolish the remaining cottages and replace them with 94 independent living apartments in multiple new buildings (“Arboretum Villas”), along with new amenity spaces, including the Center for Healthy Living.

Construction of the Center for Healthy Living and the first phase of the Arboretum Villas (59 units) has been completed. As residents moved in and the new amenities opened, the Applicant determined that additional on-site signage was needed to effectively direct residents and visitors throughout the campus. The Applicant therefore requested approval of additional signage, including five (5) new wall signs and one (1) new directional sign that do not meet the standards of the La Grange Park Zoning Code (“Zoning Code”).

During staff’s review of this request, it was also determined that several signs already installed on the Subject Property as part of the recent redevelopment (while properly permitted through the Building Department) also require exceptions from the Zoning Code but were inadvertently omitted from previous PUD approvals. To ensure that all required relief is appropriately reviewed, the Applicant’s Application for PUD Amendment includes both the newly proposed signage and the existing signage that requires retroactive approval. The existing signage requiring exceptions includes two (2) monument signs and seven (7) directional signs.

Under Section 153.086 (Changes to Approved Plans) of the Zoning Code, no changes may be made to an approved final PUD plan except upon application to the Village. Section 153.084 (Exceptions from District Regulations) of the Zoning Code allows exceptions from underlying zoning district requirements if it is demonstrated that the modifications will not negatively affect surrounding property, municipal services, or traffic flow, and that the development provides superior design, enhanced amenities, and a substantial benefit to the Village.

PROPOSED IMPROVEMENTS & ZONING COMPLIANCE

The Applicant is seeking approval for two (2) monument signs, five (5) wall signs, and eight (8) directional signs. The signage is intended to clearly identify the Center for Healthy Living and the four (4) Arboretum Villas

building wings, improve wayfinding throughout the site, and distinguish the Arboretum Villas development from the larger congregate building known as The Landing.

Because the Subject Property is located in the R-4 District, the Zoning Code limits the types, number, size, and design of signs that may be installed. The following regulations apply to the Subject Property.

Analysis of Monument Signs

Zoning Regulation	Requirement	Proposed	Compliance
Location	Allowed in C-1, C-2, M-1, OS, and I Districts & non-residential uses in residential districts	R-4 District (residential use)	No
Max. Number	<ul style="list-style-type: none"> • 1 per street frontage • For frontage >120', 1 per 120' (max. 3) 	2	No
Max. Height	6'	6.5'	No
Max. Area	32 sq ft	24.6 sq ft	Yes
Min. Setbacks/Spacing	<ul style="list-style-type: none"> • 5' from side lot lines • 20' apart 	>5' from side lot lines > 20' apart	Yes
Design	1 sq ft landscape area per 1 sq ft sign area	No landscaping around base (turf only)	No
Illumination	Externally illuminated only	Non-illuminated	Yes

Monument signs are not permitted in residential districts unless serving a non-residential use; therefore, the existing monument signs at the Subject Property require an exception. While the existing monument signs comply with the maximum sign area and required setbacks and spacing they exceed the allowable height and lack the required landscaped base, resulting in additional exceptions. Because multiple monument signs already exist at the site entrance, an exception is also required for the total number of monument signs permitted on the Subject Property.

Analysis of Wall Signs

Zoning Regulation	Requirement	Proposed	Compliance
Location	Allowed in C-1, C-2, M-1, OS, and I Districts & non-residential uses in residential districts	Residential use in R-4 District	No
Max. Area	Min. 25 sq ft area Max. 100 sq ft per sign	3 sq ft for 1 sign 4.9 sq ft for 2 signs 5.1 sq ft for 2 signs	Yes
Design	Must not exceed 12" projection from wall, extend above wall or cover windows/doors	¼"-thick for 1 sign ½"-thick for 4 signs	Yes
Illumination	External gooseneck or internal illumination allowed	Non-illuminated	Yes

Wall signs are not permitted in residential districts unless serving a non-residential use; therefore, the proposed wall signs on the Subject Property require an exception. All proposed wall signs comply with the allowable sign area and with the design standards for placement and projection from the wall. Although house number signs are exempt permanent signs under Section 153.263 (Exempt Permanent Signs) of the Zoning Code, that

exemption is limited to signs no larger than two square feet. The proposed wall signs exceed that size and therefore do not qualify as exempt, necessitating an additional exception from the Zoning Code.

Analysis of Directional Signs

Zoning Regulation	Requirement	Proposed	Compliance
Max. Number	<ul style="list-style-type: none"> • 1 per driveway access from a public street • 1 per internal driveway intersection 	8 signs	Yes
Max. Height	5'	7.2' tall for 7 signs 5' tall for 1 sign	No
Max. Area	6 sq ft	19.8 sq ft for 7 signs 11.2 sq ft for 1 sign	No
Design	Monument sign	Two-post design, no landscaping around base	No
Illumination	Internal illumination not permitted	Non-illuminated	Yes

Directional signs are permitted at each driveway access from a public street and at each internal driveway intersection; therefore, the total number of directional signs on the site complies with the Zoning Code. However, the existing directional signs exceed the maximum permitted height and sign area, and the newly proposed sign, while compliant with height, also exceeds the allowable area. All of the directional signs require an exception for design, as they utilize a two-post configuration rather than a monument style and lack the required landscaped base.

REQUESTED EXCEPTIONS FROM ZONING CODE

Section 153.084 (Exceptions from District Regulations) of the Zoning Code requires PUDs to comply with the underlying zoning district standards unless specific exceptions are granted by ordinance. The PUD process is intended to provide flexibility to achieve high-quality development that may not be possible under strict application of the Zoning Code. Exceptions may be granted upon a finding that the design provides superior amenities, does not adversely impact surrounding properties, and results in a substantial benefit to the Village.

With this amendment, the Applicant is requesting the following exceptions from Section 153.264 (Permanent Sign Standards) of the Zoning Code related to the size, location, design, and number of monument signs, wall signs, and directional signs:

- To allow for two (2) monument signs at 6.5' tall and without the required landscaping around the base of the sign, located near the entrances of The Arboretum Villas and The Landing.
- To allow for five (5) wall signs at 3 square feet, 4.9 square feet, and 5.1 square feet in area, that include address numbering, located near the entrances to the Center for Healthy Living and The Arboretum Villas.
- To allow for eight (8) directional signs without the required monument sign design, with seven (7) directional signs at 7.2' tall and 19.8 square feet in area and one (1) directional sign at 11.2 square feet in area.

In order to allow these signs as proposed, the Village must grant specific exceptions from Section 153.264 (Permanent Sign Standards) of the Zoning Code.

STAFF RECOMMENDATION

Staff recommends the Planning & Zoning Commission recommend approval of the additional exceptions to the Plymouth Place PUD to the Village Board.

Motion to recommend the Village Board grant approval of additional exceptions to the Planned Unit Development for Plymouth Place, Inc., located at 315 N. La Grange Road, La Grange Park, Illinois, from Section 153.264 (Permanent Sign Standards) of Chapter 153 (Zoning Code) of Title XV (Land Usage) of the La Grange Park Municipal Code.

DOCUMENTATION

- Application for PUD Amendment & Supporting Documentation
- Public Hearing Notice

CC: Plymouth Place, Inc., Applicant/Owner
Julia Cedillo, Village Manager
Ed Hurst, Director of Building & Inspectional Services
Dean Maggos, Director of Fire & Emergency Management
Rick Radde, Director of Public Works
Mallory A. Milluzzi, Village Attorney
Michael T. Jurusik, Village Attorney
President & Village Board of Trustees



APPLICATION FOR PLANNED UNIT DEVELOPMENT

ADDRESS OF SUBJECT PROPERTY: 315 N La Grange Rd La Grange Park Il 60526

NAME OF APPLICANT(S): Plymouth Place

INTEREST IN PROPERTY:

ADDRESS: 315 N LaGrange Rd

CITY, STATE, ZIP: La Grange Park Il 60526

EMAIL: kfreese@plymouthplace.org PHONE: 708-482-6673 FAX:

NAME OF PROPERTY OWNER/TRUSTEE(S): Plymouth Place Inc

ADDRESS: 315 N LaGrange Rd

CITY, STATE, ZIP: La Grange Park Il 60526

EMAIL: jbiere@plymouthplace.org PHONE: 708-482-6668 FAX:

NAME OF ATTORNEY (IF APPLICABLE): N/A

ADDRESS:

CITY, STATE, ZIP:

EMAIL: PHONE: FAX:

NAME OF ENGINEER (IF APPLICABLE): N/A

ADDRESS:

CITY, STATE, ZIP:

EMAIL: PHONE: FAX:

NAME OF ARCHITECT (IF APPLICABLE): N/A

ADDRESS:

CITY, STATE, ZIP:

EMAIL: PHONE: FAX:

VILLAGE PERSONNEL: Provide the following information for any officer or employee of the Village with an interest in the Owner, Applicant, Consultant or the Subject Property and the nature and extent of that interest.

NAME:

ADDRESS:

CITY, STATE, ZIP:

EMAIL: PHONE: FAX:

NATURE/EXTENT OF INTEREST:



PERMANENT INDEX NUMBER OF SUBJECT PROPERTY (TAX ID NO.): 38-2169165

CURRENT ZONING CLASSIFICATION: R-4 - Multifamily

ADJACENT ZONING CLASSIFICATION:

NORTH: R-4
 EAST: R-1

SOUTH: R-4
 WEST: R-1

ZONING STANDARDS/STATEMENT OF COMPLIANCE:

REQUIREMENT	CODE SECTION	CODE REGULATION	PROPOSED
MIN. LOT AREA			
MIN. LOT WIDTH			
MIN. LOT DEPTH			
MIN. FRONT SETBACK			
MIN. INTERIOR SIDE SETBACK			
MIN. CORNER SIDE SETBACK			
MIN. REAR YARD SETBACK			
BUILDING COVERAGE			
IMPERVIOUS SURFACE COVERAGE			
BUILDING HEIGHT			
BUILDING HEIGHT SETBACK PLANE			
LOADING*			
PARKING*			

**If there are parking or loading requirements for the Subject Property, please provide detailed calculation of both the required and proposed number of spaces.*

REQUIRED DOCUMENTATION: All required documents must be submitted in hard copy (2 copies) and in digital form (1 copy).

- STATEMENT OF AGREEMENT TO REIMBURSE COSTS (separate document)
- PROOF OF OWNERSHIP (current title policy report or deed and current title search)
- LEGAL DESCRIPTION
- PLAT OF SURVEY (certified by registered land surveyor)
- SITE LOCATION MAP



- SITE PLAN
- BUILDING ELEVATIONS/SCHEMATICS
- TRAFFIC CIRCULATION PLAN
- TRAFFIC IMPACT ANALYSIS
- DRAINAGE PLAN
- UTILITIES STUDY
- LANDSCAPE PLAN
- SCHEDULE OF EXCEPTIONS FROM VILLAGE REGULATIONS
- NEIGHBORING OWNERS/AFFIDAVIT OF MAILING* (see page 3)

* The Applicant must notify the occupants/tax assessesees (as shown on the records of the Proviso Township Assessor) of all properties located within 250 feet of the boundary lines of the Subject Property, excluding public rights-of-way (see §3.3 of Zoning Code) of the date, time, place and purpose of the hearing on the Variation. The Village will prepare a legal Notice of Hearing. Applicant must mail the Notice not less than 15 nor more than 30 days prior to the scheduled hearing date to all occupants/tax assessesees. The applicant/agent must then fill out, sign, and notarize the Affidavit of Mailing form, returning that form and the list of all persons, addresses and PIN numbers to which Notice was sent, to the Village.

SUMMARY OF PROPOSED PLANNED UNIT DEVELOPMENT AND PRELIMINARY PLAN: (Attach additional pages if necessary.)

This application is a request to add street directional signage for guests and visitors of Plymouth Place, as well as residents. These signs should be large enough to be visible to all visiting the property in order to effectively guide and direct those who are driving to specific buildings. Wayfinding is a critical component of a safe residential campus.

MINIMUM REQUIREMENTS FOR A PRELIMINARY PLAN OF A PLANNED UNIT DEVELOPMENT:

- a. Plat of survey of the parcel(s) of land comprising the zoning lot on which the planned unit development is proposed. The plat shall be drawn to scale, showing actual dimensions of the zoning lot, including all parcels within the zoning lot, and shall show all improvements to the zoning lot existing at the time of application.
- b. Proof of ownership of all parcels encompassing the zoning lot.
- c. A site location map drawn to an appropriate scale showing the proposed planning unit development in relation to surrounding streets and property located within 600 feet in all directions of the development site. The map shall indicate the location, height and land use of all existing buildings and structures immediately adjacent to the development site.
- d. A site plan, drawn to an appropriate scale, showing:
 - i. The location, ground area, height, bulk and approximate dimensions of all existing and proposed buildings and structures within the planned development.
 - ii. The use or uses to be made of such existing and proposed buildings and structures.
 - iii. The dimensions of all perimeter setbacks and the distance between all buildings and structures.



- iv. The location and dimensions of all pedestrian walkways, driveways, streets, parking and loading facilities, including the number of parking spaces serving each building or land use type and all parking related screening and landscaping.
 - v. The location, height, design and illumination characteristics of all external lighting fixtures within the development.
 - vi. The location and dimensions of any areas proposed to be conveyed, dedicated or reserved for parks, parkways, playgrounds, places of worship, school sites, public buildings or for any other public or quasi-public use.
- e. Typical building elevations and schematic design presentations indicating the general architectural character or all proposed buildings and structures.
 - f. A traffic circulation plan and traffic impact analysis prepared by a qualified professional indicating the proposed movement of vehicles, goods and pedestrians within the planned unit development, and to and from adjacent streets, and the impact of the proposed planned unit development upon existing traffic patterns. Such studies shall also include an examination of the adequacy of on-site parking facilities, vehicular circulation patterns and pedestrian access and safety.
 - g. A drainage plan prepared by a qualified professional indicating the manner in which surface drainage will be controlled and managed, consistent with all Village and other governmental jurisdictions, regulations and requirements.
 - h. A utilities study prepared by a qualified professional indicating the adequacy of the utility systems serving the proposed planned unit development, including water distribution lines, sanitary sewers and storm water drainage facilities.
 - i. A landscape plan prepared by a qualified landscape architect indicating the general character of all proposed landscaping, screening and fencing, including all open space areas around buildings and structures.
 - j. A separate schedule setting forth any proposed exceptions to any Village regulations, citing by Section number each regulation from which an exception is sought.

APPROVAL STANDARDS FOR A VARIATION: No Planned Unit Development (Preliminary Plan) shall be approved unless the Planning and Zoning Commission and the Village Board of Trustees make specific written findings that the Planned Unit Development is in the public interest, including, but not limited to, evaluation of the standards noted below. (You may attach additional pages if necessary.)

a. Is the site or zoning lot upon which the planned unit development is to be located adaptable to the unified development process?

The Plymouth Place planned unit development will be adaptable to the unified development process.

~~The goal is clear and effective building identification and wayfinding directional signs.~~



b. Will the proposed planned unit development be detrimental to or endanger the public health, safety, comfort or general welfare of any portion of the community?

The Plymouth Place planned unit development will not be detrimental to or endanger the public health, safety, comfort or general welfare of any portion of the community. In fact these building address signs and directional ground signs will promote safety as they will guide and direct residents and visitors to their destination clearly and effectively.

c. Will the proposed planned unit development be injurious to the use and enjoyment of other property in the vicinity for the purposes already permitted?

The Plymouth Place planned unit development will not be injurious to the use and enjoyment of other properties in the vicinity as these signs will safely route traffic into and out of the campus.

d. Will the proposed planned unit development diminish or impair property values within the neighborhood?

The Plymouth Place planned unit development will enhance property values within the neighborhood with the inclusion of attractive, clear building address numbers and directional ground signs that support the residents and visitors as they travel into and out of the campus.

e. Will the proposed planned unit development impede the normal and orderly development and improvement of surrounding property for uses permitted in the zoning district?

The Plymouth Place planned unit development sign project will not impinge upon the development of surrounding properties as these signs are located within the campus solely for the purpose of guiding and directing residents and visitors.

f. Is there provision for adequate utilities, drainage, off-street parking and loading, pedestrian access and all other necessary facilities?

The Plymouth Place property has adequate utilities, drainage, parking and loading, as well as pedestrian access and other facilities required for a residential campus.

g. Is there provision for adequate vehicular ingress and egress designed to minimize traffic congestion in the public streets?

The Plymouth Place has adequate vehicular ingress and egress which minimizes traffic congestion in the public streets, as well as the proposed addition of this signage which will minimize traffic within the campus.



h. Are the location and arrangement of structures, parking areas, walks, lighting and appurtenant facilities, compatible with the surrounding neighborhood and adjacent land uses?

The location of all structures, parking areas, walks, lighting, and auxiliary facilities compatible with adjacent are land uses.

i. Is any part of the proposed planned unit development which is not to be used for structures, parking and loading areas, or access ways, suitably landscaped?

All areas within the Plymouth Place campus are fully landscaped, including parking areas, walkways, and auxiliary buildings

j. Is the planned unit development in the specific location proposed consistent with the spirit and intent of the Code and adopted Comprehensive Plan?

The Plymouth Place planned unit development is fully consistent to the spirit and intent of the LaGrange Park code and the comprehensive plan.

OWNER/APPLICANT REPRESENTATIONS:

The Owner states that he and/or she consent to the filling of this application and that all information contained herein is true and correct to the best of his and/or her knowledge.

Name of Owner (print): James A. Bicin Date: 10/31/2025

Signature of Owner: [Signature] Date: 10/31/2025

The applicant certifies that all of the information contained in this application is correct to the best of applicant's knowledge. The applicant understands that an incomplete or nonconforming application will not be considered. In addition, the applicant understands that the Village may require additional information prior to the consideration of this application.

Name of Applicant (print): Katie Freese Plymouth Place Date: _____

Signature of Applicant: [Signature] Date: _____

FINAL PLANNED UNIT DEVELOPMENT PLAN PROCEDURE

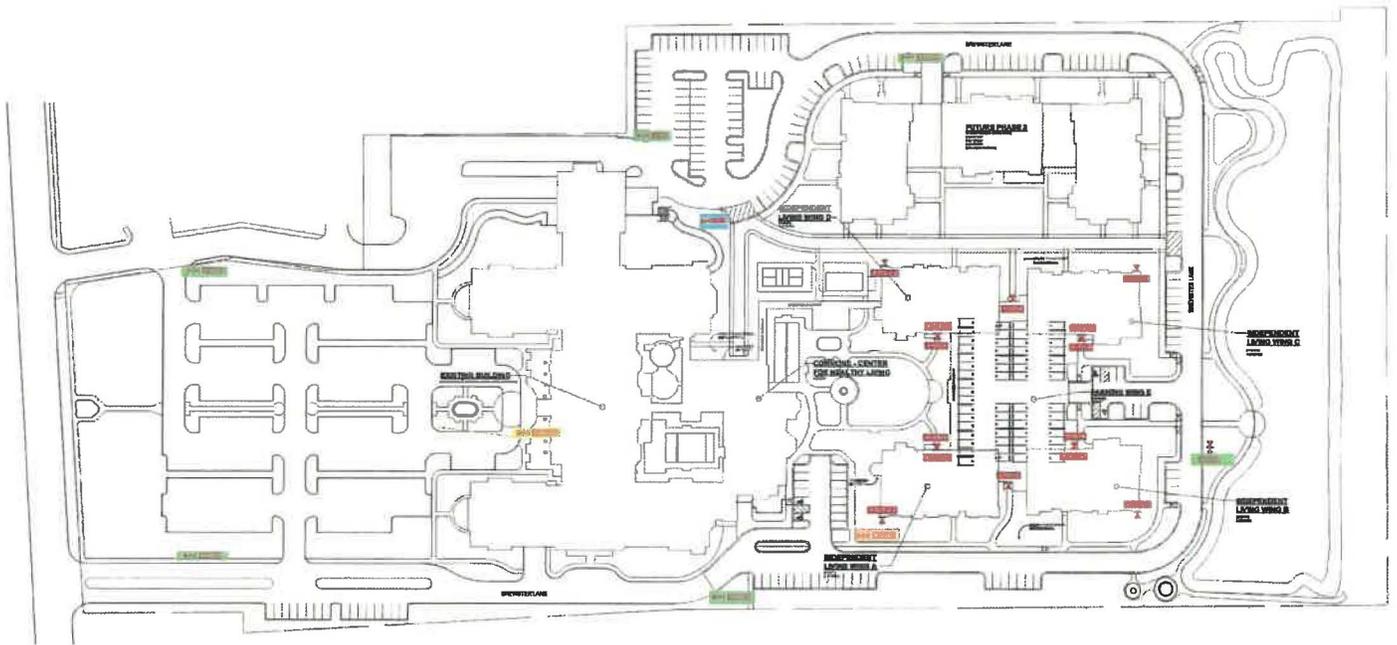
LEGAL DESCRIPTION

PARCEL 1: THAT PART OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE SUBURBAN ELECTRIC RAILROAD RIGHT OF WAY, BEING A LINE 1069 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4, WITH THE NORTH LINE OF THE SOUTH 650.0 FEET OF SAID SOUTHEAST 1/4; THENCE WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 791.93 FEET TO A POINT; THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4, FOR A DISTANCE OF 120.0 FEET TO A LINE 530.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE FOR A DISTANCE OF 290.0 FEET TO A LINE 2150.93 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH ALONG LAST DESCRIBED PARALLEL LINE FOR A DISTANCE OF 150.0 FEET TO A LINE 380.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE FOR A DISTANCE OF 42.99 FEET TO A POINT 2193.92 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 171 DEGREES 26 MINUTES, MEASURED FROM EAST TO NORTH TO NORTHWEST, FROM LAST DESCRIBED COURSE FOR A DISTANCE OF 99.79 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 162 DEGREES 44 MINUTES, MEASURED FROM SOUTHEAST TO SOUTH TO SOUTHWEST, FROM LAST DESCRIBED COURSE, FOR A DISTANCE OF 190.84 FEET TO A POINT IN THE EAST LINE OF LAGRANGE ROAD WHICH IS 365.84 FEET NORTH, (AS MEASURED ALONG THE EAST LINE OF SAID ROAD), OF THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH ALONG SAID EAST LINE OF LAGRANGE ROAD FOR A DISTANCE OF 365.84 FEET TO SAID SOUTH LINE OF THE SOUTHEAST 1/4; THENCE EAST ALONG SAID SOUTH LINE OF SAID SOUTHEAST 1/4 FOR A DISTANCE OF 1390.28 FEET TO THE AFOREMENTIONED WEST LINE OF SUBURBAN ELECTRIC RAILROAD RIGHT OF WAY; THENCE NORTH ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 650.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTH 1/2 OF THE WEST 50 FEET OF THE EAST 1069 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF LOTS 4 THROUGH 13 IN BLOCK 2 IN SHAWMUT AVENUE ADDITION TO LAGRANGE, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE NORTH 89 DEGREES 49 MINUTES 27 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOTS 4 THROUGH 13, A DISTANCE OF 475 FEET; THENCE SOUTH 87 DEGREES 03 MINUTES 11 SECONDS WEST 475.70 FEET TO A POINT ON THE WEST LINE OF SAID LOT 4 THAT IS 23 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 4, AS MEASURED ALONG SAID WEST LINE THEREOF; THENCE NORTH 00 DEGREES 10 MINUTES 52 SECONDS EAST ALONG SAID WEST LINE, 23 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



Summary of Sign Plan & Requested Exceptions (Existing Signs)

#	Sign/Location/Size	Type	Exception Request
1	<u>Map Reference:</u> X-002.2-1 <u>Size:</u> 78.5" tall; 24.6 square feet	Monument sign	Yes (location, number, size) – to allow a 24.6-square-foot monument sign in the R-4 District and increase the sign height from 6 feet to 6.5 feet
2	<u>Map Reference:</u> X-004-1 <u>Size:</u> 78.5" tall; 24.6 square feet	Monument sign	Yes (location, number, size) – to allow a 24.6-square-foot monument sign in the R-4 District and increase the sign height from 6 feet to 6.5 feet
3	<u>Map Reference:</u> X-001-2 <u>Size:</u> 86" tall; 19.8 square feet	Directional sign	Yes (size) – to increase the sign height from 5 feet to 7.2 feet and increase the sign area from 6 square feet to 19.8 square feet
4	<u>Map Reference:</u> X-002-2 <u>Size:</u> 86" tall; 19.8 square feet	Directional sign	Yes (size) – to increase the sign height from 5 feet to 7.2 feet and increase the sign area from 6 square feet to 19.8 square feet
5	<u>Map Reference:</u> X-016-2 <u>Size:</u> 86" tall; 19.8 square feet	Directional sign	Yes (size) – to increase the sign height from 5 feet to 7.2 feet and increase the sign area from 6 square feet to 19.8 square feet
6	<u>Map Reference:</u> X-020-2 <u>Size:</u> 86" tall; 19.8 square feet	Directional sign	Yes (size) – to increase the sign height from 5 feet to 7.2 feet and increase the sign area from 6 square feet to 19.8 square feet
7	<u>Map Reference:</u> X-021 <u>Size:</u> 86" tall; 19.8 square feet	Directional sign	Yes (size) – to increase the sign height from 5 feet to 7.2 feet and increase the sign area from 6 square feet to 19.8 square feet
8	<u>Map Reference:</u> X-022-2 <u>Size:</u> 86" tall; 19.8 square feet	Directional sign	Yes (size) – to increase the sign height from 5 feet to 7.2 feet and increase the sign area from 6 square feet to 19.8 square feet
9	<u>Map Reference:</u> X-021-2 <u>Size:</u> 86" tall; 19.8 square feet	Directional sign	Yes (size) – to increase the sign height from 5 feet to 7.2 feet and increase the sign area from 6 square feet to 19.8 square feet

Type 1
S01MC-Custom
 Double sided, non-illuminated
 Monument cabinet
 Mechanically fasten to masonry base
QTY: 1

takeform

1101 Maple Ridge Rd, Medina, NY 11953
 P: 800.528.1398 F: 585.798.8889
 www.takeform.net

Rendering

Project:
 Plymouth Place -
 Exterior

Date: 09.01.23 Drawn By:
 CJ

Filename:
 PLYD010_209038_EXT_rev2

Design Review By:

Revisions:
 10.05.23 CJ
 10.18.23 CJ

Scale: 3/4" = 1'

Signify
 EXTERIOR SIGNAGE

Notes:

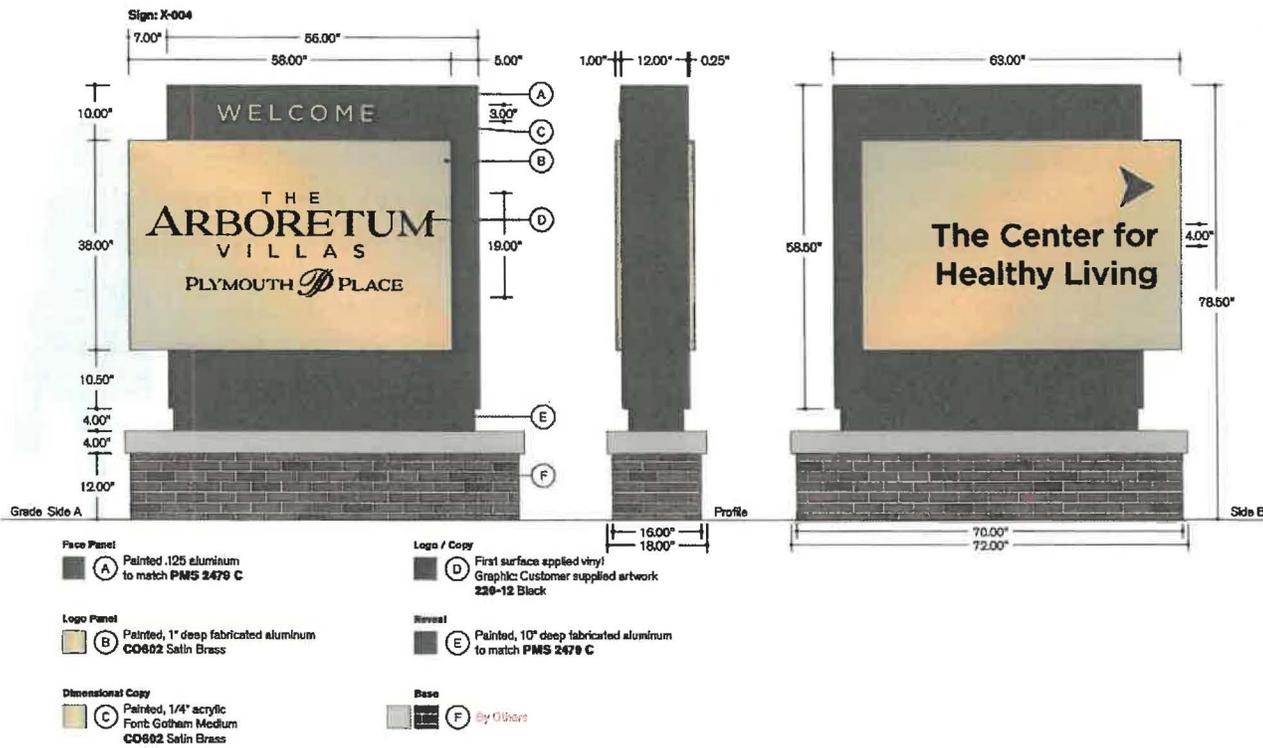
Product Approval

As Is As Noted

Approved By: _____

Date: _____

Rendering 1 of 9



Type 1
Message schedule

takeform

1803 Maple Ridge Rd, Medina, NY 14103
800.528.1398 | 585.798.8889
www.takeform.net

Rendering

Project:
Plymouth Place -
Exterior

Date: 09.01.23 Drawn By: CJ

Filename:
PLY0010_209038_EXT_rev2

Design Review By:

Revisions:
10.05.23 CJ
10.18.23 CJ

Scale: 3/4" = 1'

Signify
EXTERIOR SIGNAGE

Notes:
See page 1 of 9 for fabrication
information.

Product Approval

As Is As Noted
Approved By:
Date:

Rendering 2 of 9

Sign: TBD



Side A



Profile



Side B

Type 2
501PP-Custom
 Double sided
 Post and panel
 Direct bury
 56" Post extensions with Ø 12" concrete piers
QTY: 6

takeform

11601 Maple Ridge Rd, Medina, NY 11959
 800.528.1398 585.798.6889
 www.takeform.net

Rendering

Project:
 Plymouth Place - Exterior

Date: 09.01.23 Drawn By: CJ

Filename:
 PLY0010_209038_EXT_rev2

Design Review By:

Revisions:
 10.05.23 CJ
 10.18.23 CJ

Scale: 3/4" = 1'

Signify
 EXTERIOR SIGNAGE

Notes:

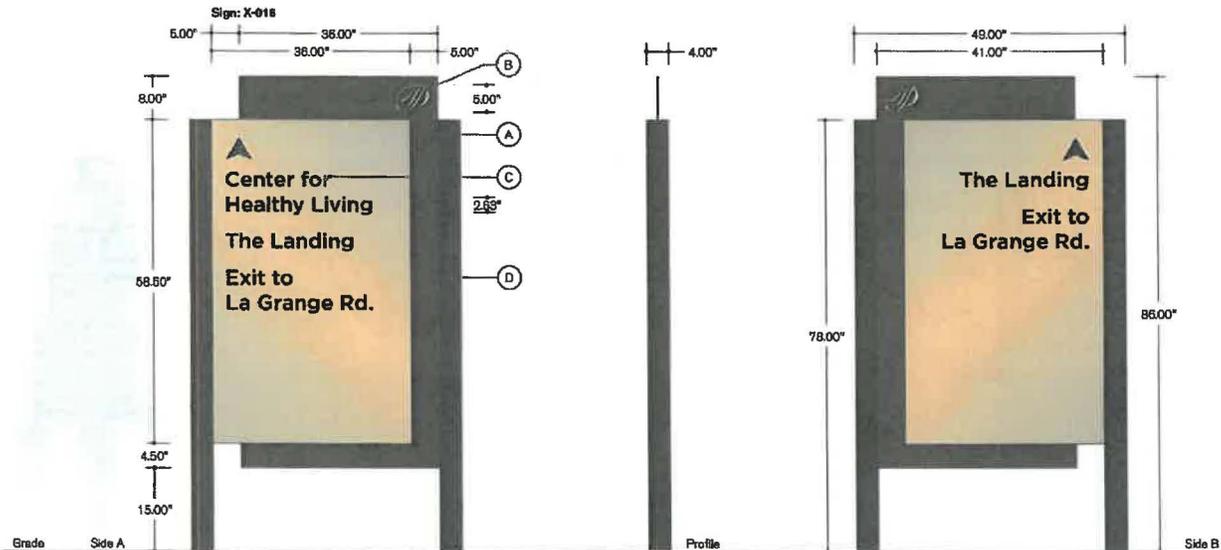
Product Approval

As Is As Noted

Approved By: _____

Date: _____

Rendering 3 of 9



Face Panel
 (A) Painted .125 aluminum to match PMS 2479 C / CO602 Satin Brass

Post Assembly
 (D) Painted 4" aluminum square tube CO101 Black

Logo
 (B) First surface applied vinyl Graphic; Customer supplied artwork 220-131 Satin Gold

Copy
 (C) First surface applied vinyl Font: Gotham Medium 220-12 Black

Type 2
Message Schedule

Sign: X-001



Side A

Side B

Sign: X-002



Side A

Side B

Sign: X-020



Side A

Side B

Sign: X-021



Side A

Side B

Sign: X-022



Side A

Side B

Sign: X-021-2



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Rendering

Project:
Plymouth Place -
Exterior

Date: 09.01.23 Drawn By:
CJ

Filename:
PLY0010_209038_EXT_rev2

Design Review By:

Revisions:
10.05.23 CJ
10.18.23 CJ

Scale: 1/2" = 1'

Signify
EXTERIOR SIGNAGE

Notes:
See page 2 of 9 for fabrication
details

Product Approval

As Is As Noted

Approved By:

Date:

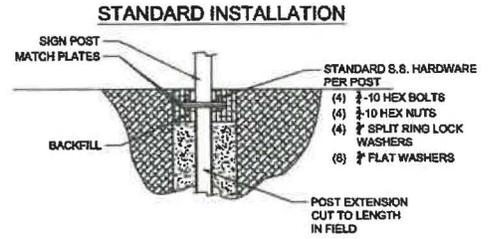
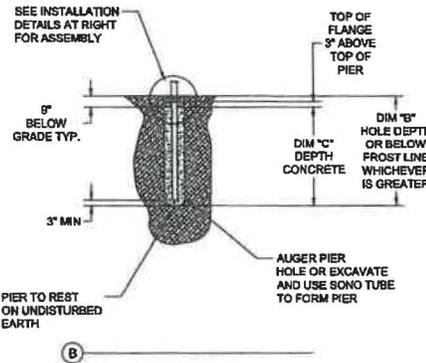
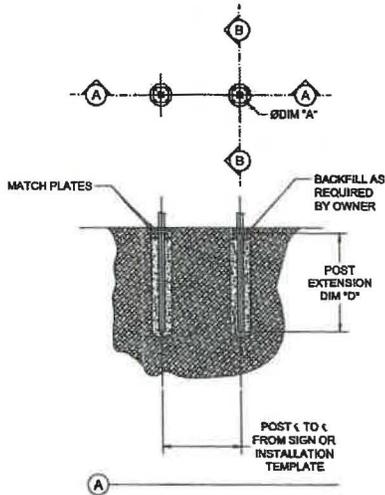
Rendering 4 of 9

WET CONCRETE MIX TO BE 3000 LB MINIMUM

**CHARTED DIMENSIONS FOR 2-POST, Ø12" PIER
POST EXTENSION SIGNIFY PP AND PC SIGNS**

INSTALLATION DRAWING	OPTION NUMBER	PIER Ø DIMENSION "A"	HOLE DEPTH DIMENSION "B"	DEPTH OF CONCRETE DIMENSION "C"	POST EXTENSION CUT LENGTH DIMENSION "D"
SXXPC - 2 X 12 X	10	Ø12"	45"	36"	36"
SXXPC - 2 X 12 X	20	Ø12"	47"	38"	38"
SXXPC - 2 X 12 X	42	Ø12"	51"	42"	42"
SXXPC - 2 X 12 X	58	Ø12"	57"	48"	48"
SXXPC - 2 X 12 X	72	Ø12"	63"	54"	54"
SXXPC - 2 X 12 X	80	Ø12"	65"	56"	56"

TYPE 2



ORIGINAL PLACES	TOLERANCES	UNLESS OTHERWISE NOTED
(1) DIM.	± 0.005	(2) 1/2" ± 0.010
(2) DIM.	± 0.005	(3) 1/4" ± 0.010
(3) DIM.	± 0.005	(4) 1/8" ± 0.010
(4) DIM.	± 0.005	(5) 1/16" ± 0.010

takeform
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Medina, New York 14108
P: 800.828.1988
takeform.net

REVISIONS:
REV 1 - 16-AUG-19
REMOVED JACK BOLT
INSTALLATION OPTION

ROUTER FILE:
THIS DRAWING IS THE PROPERTY OF TAKEFORM AND MUST NOT BE USED OR REPRODUCED WITHOUT THEIR WRITTEN CONSENT.

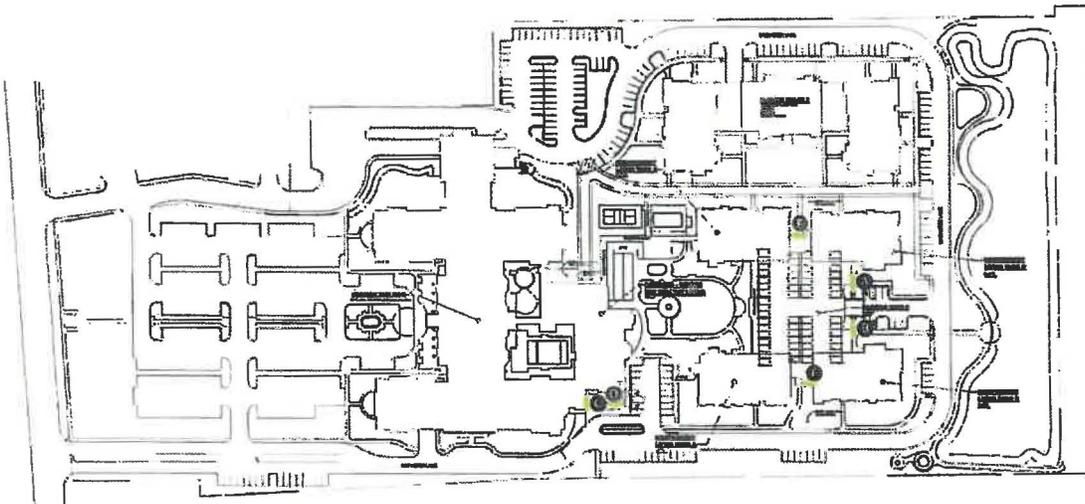
DRAWN BY:
GRP
SCALE:
MTS
ORIGINAL DATE:
26-DEC-18
SHEET #
1 OF 9

DRAWING TITLE:
SIGNIFY INSTALL - POST EXTENSION - Ø12" PIERS
PART #:
SXXPC - 2 X 12 X

C:\Users\grp\Desktop\Drawing\Logo

Summary of Sign Plan & Requested Exceptions (New Signs)

#	Sign/Location/Size	Type	Exception Request
10	<u>Map Reference:</u> "A" <u>Size:</u> 5.1 square feet	Wall sign	Yes (location) – to allow a 5.1-square-foot wall sign in the R-4 District and located on east façade between Wing B and Wing C
11	<u>Map Reference:</u> "B" <u>Size:</u> 4.9 square feet	Wall sign	Yes (location) – to allow a 4.9-square-foot wall sign in the R-4 District and located on east façade between Wing B and Wing C
12	<u>Map Reference:</u> "C" <u>Size:</u> 3 square feet	Wall sign	Yes (location) – to allow a 3-square-foot wall sign in the R-4 District and located on east façade of the Center for Healthy Living
13	<u>Map Reference:</u> "D" <u>Size:</u> 5' tall; 11.2 square feet	Directional sign	Yes (size) – to increase the sign area from 6 square feet to 11.2 square feet
14	<u>Map Reference:</u> "E" <u>Size:</u> 4.9 square feet	Wall sign	Yes (location) – to allow a 4.9-square-foot wall sign in the R-4 District and located on south façade between Wing A and Wing B
15	<u>Map Reference:</u> "F" <u>Size:</u> 5.1 square feet	Wall sign	Yes (location) – to allow a 5.1-square-foot wall sign in the R-4 District and located on north façade between Wing C and Wing D



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SIGN COMPANY

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16276 Hwy 210 • Suite 100 • Dallas, TX 75244
Tel: 972-318-2828 • Fax: 972-318-2824
e-mail: info@parvinclaus.com
www.parcinclaus.com

PROJECT:



PLYMOUTH PLACE

315 N. LaGrange Rd.
LaGrange Park, IL 60526

CUSTOMER APPROVAL:

DATE _____

AUTHORIZED SIGNATURE _____

REPRESENTATIVE
Parker Roberts / ES

DRAWN BY
JP

DATE
4.9.25

SCALE

SHEET NO.
7 of 7

ESTIMATE / JOB NUMBER
17124

FILE NAME
sw17124

PRINT INFO

REVISIONS:

- 1 7.3.25 - scope of work
- 2 7.10.25 - scope of work
- 3 8.05.25 - (rm)
- 4 8.23.25
- 5 11.3.25 - letter designations
- 6



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7'-7.375"

130 & 140 Entrance

(1) set of 8" high x 1/2" thick FCO acrylic graphics on building.
 Graphics: 1/2" thick FCO acrylic painted Black - Smooth Satin finish
 Installation: flush stud mounted to left of downspout



proposed

Parvin-Claus
SIGN COMPANY

Design • Fabrication • Installation • Maintenance
 1481 Newby Drive • Carol Stream, Illinois 60188
 Tel: 630-510-2020 • Fax: 630-510-2074
 e-mail: rsign@parvinclaus.com
 www.parvinclaus.com

PROJECT:



PLYMOUTH
PLACE

315 N. LaGrange Rd.
 LaGrange Park, IL 60526

CUSTOMER APPROVAL:

DATE

AUTHORIZED SIGNATURE

REPRESENTATIVE
 Parker Roberts / ES

DRAWN BY
 JP

DATE
 4.9.25

SCALE
 1" = 1'

SHEET NO.
 1 of 6

ESTIMATE / JOB NUMBER
 17124

FILE NAME
 av17124

PRINT INFO

REVISIONS:

1 7.3.25 - size

2 7.18.25

3 9.05.25 - (bm)

4 9.23.25

5

6



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7'-4"

8" 110 & 120 Entrance

(1) set of 8" high x 1/2" thick FCO acrylic graphics on building.
Graphics: 1/2" thick FCO acrylic painted Black - Smooth Satin finish
Installation: flush stud mounted to right of downspout



proposed

Parvin-Claus SIGN COMPANY

Design • Fabrication • Installation • Maintenance
16376 Leeway Drive • Carol Stream • Illinois 60188
Tel: (630) 510-2020 • Fax: (630) 510-2074
e-mail: info@parvinclaus.com
www.parvinclaus.com

PROJECT:



315 N. LaGrange Rd.
LaGrange Park, IL 60526

CUSTOMER APPROVAL:

DATE

AUTHORIZED SIGNATURE

REPRESENTATIVE
Parker Roberts / ES

DRAWN BY
JP

DATE
4.9.25

SCALE
1" = 1'

SHEET NO.
2 of 6

ESTIMATE / JOB NUMBER
17124

FILE NAME
sv17124

PRINT INFO

REVISIONS:

1 7.3.25 - elzs

2 7.18.25

3 9.05.25 - (bm)

4 9.23.25

5

6

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(1) set of 4.75' high x 1/4" thick FCO acrylic graphics on building.
Graphics: 1/4" thick FCO acrylic painted White - Smooth Satin finish
Installation: flush stud mounted on entrance fascia



Parvin-Clauss
SIGN COMPANY

Design • Fabrication • Installation • Maintenance
 16570 Newway Drive • Crystal Lake, IL 60154-0188
 Tel: 630-510-2020 • Fax: 630-510-2074
 e-mail: sales@parvinclauss.com
 www.parvinclauss.com

PROJECT:

Grange

PLYMOUTH
PLACE
 315 N. LaGrange Rd.
 LaGrange Park, IL 60526

CUSTOMER APPROVAL:
DATE

AUTHORIZED SIGNATURE

REPRESENTATIVE
Parker Roberts / ES

DRAWN BY
JP

DATE
4.9.25

SCALE
1" = 1'

SHEET NO.
3 of 6

ESTIMATE / JOB NUMBER
17124

FILE NAME
avi17124

PRINT INFO

REVISIONS:

- 1 7.3.25 - size & location
- 2 7.10.25
- 3 9.05.25 - (tm)
- 4 9.23.25 - size
- 5
- 6



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7'-4"

8" **110 & 120 Entrance**

(1) set of 8" high x 1/2" thick FCO acrylic graphics on building.
Graphics: 1/2" thick FCO acrylic painted Black - Smooth Satin finish
Installation: flush stud mounted on wall to right of the entrance door and above the 8" tall limestone jog-off



Parvin-Clauss
SIGN COMPANY

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 1457 Beverly Drive • Carol Stream, Illinois 60188
 Tel: (630) 510-2328 • Fax: (630) 510-2074
 e-mail: sales@parvinclauss.com
 www.parvinclauss.com

PROJECT:

PC
PLYMOUTH
PLACE
 315 N. LaGrange Rd.
 LaGrange Park, IL 60526

CUSTOMER APPROVAL:
DATE

AUTHORIZED SIGNATURE

REPRESENTATIVE
Parker Roberts / ES

DRAWN BY JP

DATE 4.9.25

SCALE 1" = 1'

SHEET NO. 5 of 6

ESTIMATE / JOB NUMBER 17124

FILE NAME av17124

PRINT INFO

REVISIONS:

¹ 7.3.25 - scope of work

² 7.18.25 - scope of work

³ 9.05.25 - (bmi)

⁴ 9.23.25

5

6

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7'-7.375"

8"

130 & 140 Entrance

(1) set of 8" high x 1/2" thick FCO acrylic graphics on building.
Graphics: 1/2" thick FCO acrylic painted Black - Smooth Satin finish
Installation: flush stud mounted on wall directly above the door and above the 8" tall limestone jog-off



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 e-mail: info@parvinclaus.com
 www.parvinclaus.com

PROJECT:

PLYMOUTH PLACE
 315 N. LaGrange Rd.
 LaGrange Park, IL 60526

CUSTOMER APPROVAL:
 DATE

AUTHORIZED SIGNATURE

REPRESENTATIVE
 Parker Roberts / ES

DRAWN BY
 JP

DATE
 4.9.25

SCALE
 1" = 1'

SHEET NO.
 6 of 6

ESTIMATE / JOB NUMBER
 17124

FILE NAME
 av17124

PRINT INFO

REVISIONS:

¹ 7.3.25 - scope of work

² 7.10.25 - scope of work

³ 8.05.25 - (rm)

⁴ 8.23.25

5

6

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VILLAGE OF  EST. 1892
LA GRANGE PARK

November 21, 2025

Dear Property Owner:

Please find enclosed a copy of a legal notice of public hearing regarding the property located at 315 N. La Grange Road. The applicant, Plymouth Place, Inc., is requesting an amendment to the planned unit development to include additional directional signs and wall signs, which require exceptions from the standards set forth in Section 153.264 (Permanent Sign Standards) of the La Grange Park Municipal Code.

The Planning & Zoning Commission will convene a public hearing on Tuesday, December 16, 2025 at 7:00 p.m. in the Board Room of the Village Hall, 447 North Catherine Avenue, La Grange Park, Illinois, to consider the application.

The application and all plans, specifications, and other documents submitted with the application are available for review at Village Hall during normal business hours, Monday through Friday, 9:00 a.m. – 4:30 p.m. If your schedule does not permit your attendance at the hearing and you wish to present comments, you may do so by submitting them in writing to the undersigned.

If you have any questions concerning this matter, please contact me at (708) 354-0225 ext. 108 or at mjarr@lagrangepark.org.

Sincerely,

Maggie Jarr

Maggie Jarr
Deputy Village Manager
Village of La Grange Park

**NOTICE OF PUBLIC HEARING
BY THE PLANNING & ZONING COMMISSION
OF LA GRANGE PARK, ILLINOIS**

Notice is given that on December 16, 2025, a public hearing will be held before the Planning & Zoning Commission of La Grange Park, Illinois, in the Village Hall at 447 North Catherine Avenue, Village of La Grange Park, Illinois at 7:00 p.m. or soon thereafter for the purpose of considering an application for a planned unit development amendment on property zoned as R-4 Multi-Family Residential Zoning District, located at 315 N. La Grange Road, La Grange Park, Illinois ("Subject Property"), and legally described as:

PARCEL 1: THAT PART OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE SUBURBAN ELECTRIC RAILROAD RIGHT OF WAY, BEING A LINE 1069 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4, WITH THE NORTH LINE OF THE SOUTH 650.0 FEET OF SAID SOUTHEAST 1/4; THENCE WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 791.93 FEET TO A POINT; THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4, FOR A DISTANCE OF 120.0 FEET TO A LINE 530.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE FOR A DISTANCE OF 290.0 FEET TO A LINE 2150.93 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH ALONG LAST DESCRIBED PARALLEL LINE FOR A DISTANCE OF 150.0 FEET TO A LINE 380.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE FOR A DISTANCE OF 42.99 FEET TO A POINT 2193.92 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 171 DEGREES 26 MINUTES, MEASURED FROM EAST TO NORTH TO NORTHWEST, FROM LAST DESCRIBED COURSE FOR A DISTANCE OF 99.79 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 162 DEGREES 44 MINUTES, MEASURED FROM SOUTHEAST TO SOUTH TO SOUTHWEST, FROM LAST DESCRIBED COURSE, FOR A DISTANCE OF 190.84 FEET TO A POINT IN THE EAST LINE OF LAGRANGE ROAD WHICH IS 365.84 FEET NORTH, (AS MEASURED ALONG THE EAST LINE OF SAID ROAD), OF THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH ALONG SAID EAST LINE OF LAGRANGE ROAD FOR A DISTANCE OF 365.84 FEET TO SAID SOUTH LINE OF THE SOUTHEAST 1/4; THENCE EAST ALONG SAID SOUTH LINE OF SAID SOUTHEAST 1/4 FOR A DISTANCE OF 1390.28 FEET TO THE AFOREMENTIONED WEST LINE OF SUBURBAN ELECTRIC RAILROAD RIGHT OF WAY; THENCE NORTH ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 650.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTH 1/2 OF THE WEST 50 FEET OF THE EAST 1069 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF LOTS 4 THROUGH 13 IN BLOCK 2 IN SHAWMUT AVENUE ADDITION TO LAGRANGE, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE NORTH 89 DEGREES 49 MINUTES 27 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOTS 4 THROUGH 13, A DISTANCE OF 475 FEET; THENCE SOUTH 87 DEGREES 03 MINUTES 11 SECONDS WEST 475.70 FEET TO A

POINT ON THE WEST LINE OF SAID LOT 4 THAT IS 23 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 4, AS MEASURED ALONG SAID WEST LINE THEREOF; THENCE NORTH 00 DEGREES 10 MINUTES 52 SECONDS EAST ALONG SAID WEST LINE, 23 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PINS: 15-33-414-013-0000; 15-33-414-024-0000; 15-33-414-027-0000; 15-33-414-037-0000; 15-33-414-039-0000; 15-33-414-044-0000; 15-33-501-005-0000; 18-04-200-044-0000

The applicant, Plymouth Place, Inc., is requesting an amendment to the planned unit development to include additional directional signs and wall signs, which require exceptions from the standards set forth in Section 153.264 (Permanent Sign Standards) of the La Grange Park Municipal Code. Any additional exception(s) or variation(s) from the other requirements contained in the La Grange Park Municipal Code that are necessary to allow the Subject Property to be used for its intended purposes in accordance with the filed application shall also be considered for Village approval. The application and all plans, specifications, and other documents submitted with the applications are available for examination during regular office hours at the La Grange Park Village Hall, 447 North Catherine Avenue, La Grange Park, Illinois.

All interested persons are invited and welcome to attend the hearing. All persons interested in providing testimony at the hearing are welcome to do so. The hearing may be continued from time to time by the Planning and Zoning Commission without republication except as may be required by the Illinois Open Meetings Act.

PLANNING & ZONING COMMISSION
VILLAGE OF LA GRANGE PARK

Caroline Domagalski, Chair

Village of La Grange Park
Planning & Zoning Commission - Minutes
December 16, 2025
7:00 p.m.

A meeting of the La Grange Park Planning & Zoning Commission was scheduled to be held at 7:00 p.m. on Tuesday, December 16, 2025, in the Board Room of the La Grange Park Municipal Building.

Convene Meeting

The meeting of the La Grange Park Planning & Zoning Commission was called to order at 7:01 p.m. on Tuesday, December 16, 2025. Village Clerk Kooi then called the roll. Chairperson Domagalski asked all in attendance to rise for the Pledge of Allegiance.

Members in attendance were:

Committee Members: Caroline Domagalski, Chairperson
William Lampert
Christopher Studwell
Jim Lee
Robert Bartholomai (absent)
Drew McElligott (arrived late)
Stefania Campo (absent)

Others in Attendance: Maggie Jarr, Deputy Village Manager
Mallory Milluzzi, Village Attorney
Meghan Kooi, Village Clerk
Edward Hurst, Dir. of Building & Inspectional Services
Rick Radde, Director of Public Works
Dean Maggos, Dir. of Fire & Emergency Management

Public Comment

There was none.

Approval of the Minutes – December 3, 2025

Commissioner Lampert moved to approve the minutes of the December 3, 2025, Planning & Zoning Commission. Commissioner Lee seconded the motion. The motion passed unanimously with a voice vote.

Review and Approval – Findings of Fact for Zoning Case #25-0021 (Applicant: Village of La Grange Park)

Commissioner Studwell made a Motion: To Approve the Findings of Fact for Zoning Case #25-0021 (Applicant: Village of La Grange Park). The motion was seconded by Commissioner Lampert and passed unanimously by voice vote.

A Public Hearing to Consider an Application for a Planned Unit Development Amendment for the Property Located at 315 North La Grange Road, La Grange Park, Illinois – Applicant: Plymouth Place, Inc. (#25-0025)

Chairperson Domagalski convened the public hearing at 7:08 p.m. Chairperson Domagalski then introduced the matter and asked that all those in attendance wishing to testify rise and be sworn in. Village Clerk Kooi administered the oath to those wishing to testify. The public hearing proceedings were recorded for the verbatim minutes. *When there were no further questions or testimony to be presented, Commissioner Studwell moved to close the public hearing. The motion was seconded by Commissioner Lampert and the motion carried unanimously by voice vote.*

Following a brief discussion, Commissioner Studwell made a Motion: To recommend the Village Board grant approval of additional exceptions to the Planned Unit Development for Plymouth Place, Inc., located at 315 N. La Grange Road, La Grange Park, Illinois, from Section 153.264 (Permanent Sign Standards) of Chapter 153 (Zoning Code) of Title XV (Land Usage) of the La Grange Park Municipal Code. The motion was seconded by Commissioner Lampert and passed unanimously by roll call vote.

New Business

There was none.

Adjournment

With no further business to come before the PZC, *Chairperson Domagalski called for a motion to adjourn the meeting. Commissioner Studwell made a motion to adjourn the meeting. Commissioner Lampert seconded the motion. The motion passed unanimously by voice vote and the meeting was adjourned at 7:39 p.m.*

Respectfully Submitted,

Meghan M. Kooi
Village Clerk

Village of La Grange Park, Illinois
Planning and Zoning Commission

Plymouth Place, Inc.
PUD Amendment
Case #25-0025

Public Hearing: December 16, 2025 at 7:00 p.m.

Report of proceedings had before the Village of La Grange Park Planning & Zoning Commission, held at the La Grange Park Village Hall, 447 North Catherine Avenue, La Grange Park, Illinois, commencing at 7:01 p.m., on Tuesday, the 16th day of December, 2025.

Appearances: Ms. Caroline Domagalski, Chair
Mr. William Lampert, Commissioner
Mr. Christopher Studwell, Commissioner
Mr. Jim Lee, Commissioner
Mr. Drew McElligott, Commissioner

Also present: Ms. Mallory Milluzzi, Village Attorney
Ms. Maggie Jarr, Deputy Village Manager
Ms. Meghan Kooi, Village Clerk
Mr. Dean Maggos, Director of Fire & Emergency Management
Mr. Ed Hurst, Director of Building & Inspectional Services
Mr. Rick Radde, Director of Public Works

Transcript Preparation Note: This transcript was prepared by Village staff based on the audio recording of the meeting and an automatically generated transcript from the Village's YouTube livestream. The transcript has been edited for clarity and readability and is not a verbatim record of the meeting.

Chair Domagalski: The next item, or second-to-last item, on our agenda is a public hearing to consider an application for a Planned Unit Development (PUD) amendment for the property located at 315 North La Grange Road, La Grange Park, Illinois. The applicant is Plymouth Place, Inc., and this is Case No. 25-0025.

Because this is a public hearing, any individuals who may provide testimony or make a presentation must be sworn in. If you anticipate speaking this evening, please raise your right hand to be sworn by the Clerk.

Clerk Kooi: Do you swear to tell the truth, the whole truth, and nothing but the truth?

All Witnesses: I do.

Chair Domagalski: Thank you. Because this is a public hearing and the proceedings are being recorded, I ask that all speakers speak slowly and clearly and identify themselves before speaking, so the record accurately reflects who is speaking. For members of the Commission, please remember to turn your microphone on when speaking and off when finished to avoid interference. With that, I will turn it over to the applicant.

Ms. Freese: Good evening, and thank you for inviting us here tonight. My name is Katie Freese, and I am the Senior Director for Support Services at Plymouth Place. I have been with Plymouth Place for approximately seven and a half years, and this project is one that I am directly responsible for.

Joining me tonight is Doris Bryant, one of our residents. Doris served on the resident committee that helped move this project forward. Also with us is Parker Roberts, the project manager for this effort from Parvin-Clauss Sign Company. I would also like to acknowledge Maggie, who provided guidance and coaching throughout this process.

If you recall, in 2021–2022 we applied for and received approval for a PUD related to a major construction and expansion project. Signage was included in that project, and I mention that for context.

The proposal before you tonight is a follow-up to that earlier project. While the expansion itself was very successful, as residents began moving in starting in December and throughout the following year, we learned that there were aspects of wayfinding that could have been improved. Until you are living the experience (welcoming visitors, directing deliveries, or giving directions to guests) it is difficult to anticipate these challenges.

Residents began sharing concerns about how difficult it was to direct guests and delivery drivers to the correct entrances and buildings on campus. In response, I convened a small group of residents who were experiencing these challenges firsthand and wanted to help improve the situation. We walked the campus together, which gave me a much clearer understanding of the daily navigation issues they were facing. Then, in March 2025, we invited Maggie to join us to help guide the next steps.

Parker will provide more detail on the proposed signage, but in summary, we are requesting approval for additional signage, including building-mounted signs and one ground-mounted directional sign within a landscaped area to provide clearer directions, particularly to the pool and the 30 North restaurant.

The second reason we are here tonight is procedural. During this process, it was brought to our attention that while certain signage from the original expansion was permitted and installed, it was not formally approved through the PUD amendment process. Therefore, we are also seeking retroactive approval for that signage.

At this point, unless there are questions, I will turn it over to Parker.

Mr. Roberts: Good evening. My name is Parker Roberts with Parvin-Clauss Sign Company. Thank you for your time this evening.

When Katie first approached me about this project, I was unfamiliar with the site. After walking the campus with residents and staff, it quickly became clear that their concerns were valid. Several destinations (particularly those relevant to deliveries) were difficult to locate using the existing signage.

As we worked through this project with staff, we were mindful of not overloading the site with signage. The original scope was significantly reduced, and in several cases, we incorporated additional directional graphics into existing ground signs that were part of the original TakeForm plan. Those signs were permitted and installed but did not go through a formal PUD amendment, which is part of why we are here tonight.

The new signage proposed includes additional building identification signage on the villas, consisting of non-illuminated aluminum letters, one-half inch thick, with four sets of eight-inch-tall lettering. These signs are intended to clarify building numbers that have been a frequent source of confusion for visitors and delivery drivers.

We are also proposing building identification signage for the Center for Healthy Living entrance, as well as one single-faced post-and-panel directional sign that matches the existing signage aesthetic on campus.

This signage is designed to improve wayfinding without creating clutter or confusion. I am happy to answer any questions.

Ms. Bryant: Good evening. My name is Doris Bryant, and I am a resident of the new villas at Plymouth Place. Our villas do not use the address 315 North La Grange Road. Instead, we have Brewster addresses (110 Brewster, 120 Brewster, and so on) which historically did not appear in GPS systems. While the Arboretum Villas designation has recently been added to GPS, visitors still struggle to identify which building is which once they arrive.

Just last evening, a fellow resident shared a story about being mistaken for a pizza delivery because another resident was waving and calling out to direct the driver. These kinds of

situations are common. The buildings are tucked into alcoves and are not easily visible, making it very difficult for guests, deliveries, and service providers to find the correct entrance. Clear signage would make a significant difference for us, and we would greatly appreciate your support.

Ms. Jarr: I would like to add that when I met with Katie and the residents, I explained that a PUD provides flexibility but also requires formal approvals. While this is not a large volume of signage, it does require a PUD amendment because the signage exceeds what would otherwise be permitted in an R-4 Multifamily Residential Zoning District.

PUDs are designed to accommodate unique sites like Plymouth Place, and this request reflects that flexibility.

Chair Domagalski: Thank you. I'll begin with Commissioner McElligott. Do you have any comments or questions for the applicant or staff?

Commissioner McElligott: Thank you. Apologies for not looking this up in advance, but could you briefly summarize the R-4 zoning district for us?

Ms. Jarr: Certainly. R-4 is a multifamily residential zoning district. It allows properties with four or more dwelling units and represents the highest-density residential district in the Village.

Commissioner McElligott: Thank you. And just to confirm, there is no new lighting associated with any of the proposed signage. Is that correct?

Ms. Jarr: That is correct. All of the proposed signage is non-illuminated.

Commissioner McElligott: Staying on that topic briefly, has there been any discussion among residents about whether lighting on the campus is adequate, particularly at night, for wayfinding?

Ms. Bryant: I have not heard any concerns from residents regarding lighting. The campus lighting is generally considered sufficient, and I personally have not experienced any issues.

Commissioner McElligott: Okay, thank you. That's all I had.

Chair Domagalski: Thank you. Commissioner Lee?

Commissioner Lee: Thank you. I really appreciated the statement in the materials that wayfinding is a critical component of a safe residential campus. I completely agree. My questions relate to the requested exceptions. Was there an effort to stay within the code standards where possible? For example, the maximum monument sign height under the code is six feet, but the proposed height is six-and-a-half feet. Can you explain why that additional height is needed?

Ms. Freese: I can start. The monument signs were added to help differentiate buildings on campus. For example, the main building is now referred to as the Landing Building, and previously there was no need to differentiate it. The monument signs help clarify destinations. I

can't speak specifically to why the extra six inches were required, other than that we felt the size was appropriate to clearly identify the destinations.

Ms. Jarr: I'll add that those two monument signs are existing signs, so this request is retroactive. With the new directional signage proposed, we did look for opportunities to meet code standards where possible. For example, the new directional sign does meet the height requirement. Where we had the opportunity to encourage the applicant to comply with the code, we did so.

Commissioner Lee: Thank you. I also had questions about the directional signs. The code allows a maximum height of five feet and a maximum sign area of six square feet, whereas the proposed signs are approximately seven feet tall and significantly larger. There appears to be some blank space on the signs. Could they be smaller, or is the size necessary for visibility?

Ms. Freese: Yes, the size is primarily for visibility. That blank space also allows us to include additional directional information where appropriate. It also provides flexibility should future buildings be added and additional directions become necessary. And to clarify, there will be additional buildings added in a future phase, so that flexibility is intentional.

Commissioner Lee: Thank you. That's helpful.

Chair Domagalski: Thank you. Commissioner Lampert?

Commissioner Lampert: Thank you. I had similar questions, which have already been addressed. I appreciate the explanations and have no further questions.

Chair Domagalski: Commissioner Studwell?

Commissioner Stewart: Thank you. I shared some initial concern about the request, particularly where it feels like we are asking for forgiveness after the fact. Typically, when we consider deviations from the code, we are looking for hardship, and this feels more like a preference. That said, I do understand the importance of readability and wayfinding, especially given that the signs are non-illuminated. I am still working through how to reconcile the preference for larger signage with the need to grant these exceptions, especially since some of the signs are already installed.

Ms. Jarr: I can help address that. Because this is a Planned Unit Development, this is not a traditional variation request. PUDs are intended to provide flexibility, and exceptions are evaluated as part of the overall development rather than based on hardship alone.

Additionally, Plymouth Place is a unique site. While it is zoned R-4, it is significantly larger than a typical multifamily property and functions more like a campus. The signage is intended to solve real circulation and wayfinding issues that residents and visitors are experiencing, not simply an aesthetic preference.

I also want to note that when I met with residents, they shared numerous examples of confusion and circulation problems. This proposal is aimed at addressing those operational issues.

Attorney Milluzzi: I would like to clarify that this request is being reviewed as part of a Planned Unit Development, not as a traditional variation. PUDs are specifically intended to provide flexibility and allow for exceptions to standard code requirements. As a result, the analysis focuses less on hardship and more on the overall merits of the development as a whole, as opposed to a request for a strict departure from the Zoning Code. This represents a different consideration for the Commission this evening.

Commissioner Lee: That context is helpful. It also helps that the signage is located well within the property and not near adjacent residences. Given the scale of the site, the signage seems appropriate.

Chair Domagalski: I live within the notice area, and these monument signs have been in place since we purchased our home. They were constructed when the main Plymouth Place building was built. While the font has changed over time, the structures themselves – if I am correct – were installed pursuant to a building permit.

Ms. Jarr: To clarify, those monument signs referenced in the application are not the large development signs located directly along La Grange Road. There are two smaller monument signs: one near the entrance to the main congregational care building and another along the south side of the site near the entrance to the new villas. The request before you tonight is limited to the signage associated with the most recent development.

Chair Domagalski: And those signs were constructed with permits issued by the Village of La Grange Park. This is not an issue created by Plymouth Place; rather, it is a procedural matter that the Village is now correcting. The signage was permitted, but the PUD approval did not fully capture it. Within the last two years, we also approved a 10-foot-tall monument sign on 31st Street for a strip mall through a variation, so we have recognized in other cases that larger or taller signs can be appropriate depending on the context.

Chief Maggos: Most of these signs are located well within the interior of the property, which is significantly larger than a typical lot. When the Village revised the monument sign standards to a six-foot maximum height, one of the goals was to regulate signage along La Grange Road, where setbacks are substantial, and to move away from pole signs. The signage at Plymouth Place does not reflect those typical conditions. On a standard parcel, you might expect a single monument sign serving a small lot, but this site functions as a large, campus-style development. Because these signs are set well back on the property, they are not the type of monument signs that are prominently visible from the roadway.

Commissioner Studwell: The combination of those explanations addresses my concern. Given the scale of the property and the setbacks involved, the signage seems appropriate, and applying the standard monument sign limitations in this case does not appear to be a good fit for this site.

Chair Domagalski: One additional question: from an emergency response perspective, would this signage assist police, fire, or ambulance crews in locating buildings?

Chief Maggos: Yes. We are comfortable navigating the site now, but this additional signage would improve wayfinding, particularly for mutual aid responders or ambulances that are unfamiliar with the campus. It would be an improvement over existing conditions.

Chair Domagalski: Thank you. I think the proposed signage looks really nice. Hopefully we can address the wayfinding issues you've identified. From where I'm sitting this application makes sense. Any additional questions or comments?

Commissioner McElligott: I have a question for staff. Given how unique this site is, has there ever been consideration of a separate zoning designation for a campus-style residential use like this, rather than relying on the PUD process?

Ms. Jarr: To my knowledge, that has not been formally discussed. There are very few properties like Plymouth Place in the Village. Because of that, the PUD process has been the preferred tool, as it allows flexibility while still providing a high level of review and oversight by both the Commission and the Village Board.

Chair Domagalski: Seeing no further questions, may I have a motion to close the public hearing?

Commissioner Studwell: Motion to close the public hearing.

Chair Domagalski: All those in favor, signify by saying "aye."

All Commissioners: Aye.

Chair Domagalski: Motion carries.

Proceedings concluded at 7:37 p.m.

Public Safety Committee Divider

**Joe Caputo, Chairman
Karen Koncel
Mike Sheehan**



Village Board Agenda Memo

Date: January 27, 2025
To: Village President & Board of Trustees
From: Dean J. Maggos, Fire Chief (Director of Fire and EMA) 
Julia Cedillo, Village Manager 
RE: **Billing Agreement and Business Associate Addendum (HIPAA)**

PURPOSE

The Village uses a third-party billing company to collect fees related to ambulance services. These services at times can be considered somewhat complex, based upon the various regulations that apply, and the need for services to integrate with individual EMS patient care reports. The Village needs to enter into a new agreement for these billing services at this time.

GENERAL BACKGROUND

EMS Management and Consultants, Inc., has been providing EMS billing services since acquiring Andres Medical Billing in 2022, who was our former provider. We have been overall satisfied with EMS/MC, and as part of the acquisition, our account manager, who had spent six years with Andres, also moved over to EMS/MC. Although we had completed quite a few documents related to the acquisition in order to provide the transition, a new contract was not negotiated at the time.

As such, we were provided with a proposed new service agreement. It was reviewed by us, including our Finance Director and Village Attorney, with various suggested modifications made. EMS/MC has agreed to the changes, and the final document is attached for review. Of particular note is that our service fee has dropped from 4.75 percent to 4.5 percent, and the agreement runs through January 31, 2027, allowing for automatic and successive annual renewals.

STAFF RECOMMENDATION

Staff recommends entering into a Billing Services Agreement and Business Associate Addendum (HIPAA) with EMS/MC.

ACTION REQUESTED

This item is for discussion and action.

Motion: To Approve A Resolution Approving And Authorizing The Execution Of A Billing Services Agreement And Business Associate Addendum With EMS Management & Consultants, Inc Of Winston-Salem, North Carolina, For The Provision Of Emergency Medical Services Billing And Collection Services.

DOCUMENTATION

- Resolution/Proposed EMS/MC Billing Services Agreement and Business Addendum (HIPAA)

RESOLUTION NO. 26-05

**A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF A BILLING SERVICES AGREEMENT AND BUSINESS ASSOCIATE
ADDENDUM WITH EMS MANAGEMENT & CONSULTANTS, INC. OF WINSTON-SALEM,
NORTH CAROLINA, FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES
BILLING AND COLLECTION SERVICES**

WHEREAS, the President and Board of Trustees of the Village of La Grange Park (the "Village Board") and EMS Management & Consultants, Inc. ("EMS/MC" or the "Vendor") desire to enter into a service agreement entitled "Billing Services Agreement Between the Village of La Grange Park and EMS Management & Consultants, Inc." for the performance of third party emergency medical services billing and collection services (the "Services") and its Attachment "1" entitled "Business Associate Addendum", copies of which are attached hereto as Group Exhibit "A" and made a part hereof (collectively the "Agreement"); and

WHEREAS, the Services provided under the Agreement include billing, bill processing and fee collection services related to emergency medical transportation services within and provided by the Village of La Grange Park ("Village"); and

WHEREAS, in addition, the Agreement includes an Addendum, entitled the "Business Associate Addendum," that provides a detailed structure for the handling and protection of all protected medical information under the Health Insurance Portability and Accountability Act ("HIPAA"); and

WHEREAS, as provided for in the attached Agreement, the Vendor agrees to perform the Services in exchange for a percentage commission payment on all net collections, as defined by the Agreement, including all funds collected from insurance reimbursements and then, if any amounts remain, from direct collection from patients/service recipients; and

WHEREAS, at an open public meeting held on January 27, 2026, the President and Board of Trustees of the Village reviewed and discussed the Services and the Agreement and received input from the Village staff and provided an opportunity for public input on the matter. At the January 27, 2026 meeting, the President and Board of Trustees accepted the Village staff's recommendation to approve and enter into the Agreement; and

WHEREAS, pursuant to the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the Constitution of the State of Illinois of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/8-1-7), the President and Board of Trustees of the Village of La Grange Park are authorized to approve and enter into the attached Agreement, and find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public to approve and enter into the attached Agreement.

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 1. Incorporation. Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2. Approval and Execution of Agreement and Other Related Documents. The President and Board of Trustees of the Village of La Grange Park approve and authorize the execution

of the Billing Agreement and its Attachment "1" entitled "Business Associate Addendum", substantially in the form attached hereto as **Group Exhibit "A"** for the performance of the Services by the Vendor, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and further authorizes and directs the President and Clerk, or their designees, to execute such other documents as are necessary to fulfill the Village's obligations under the Agreement.

SECTION 3. Approval of Financial Obligations and Other Necessary Actions. Provided that the Vendor performs or provides the Services in accordance with the terms and provisions of the Agreement, the President and Board of Trustees approve and authorize the expenditure of Village Funds to pay the Vendor for such Services at the stated prices and pursuant to the payment schedule (if any) set forth in the attached Agreement or as outlined in a future proposal for additional Services that is mutually agreed to in writing by the Village and the Vendor. The President and Board of Trustees also authorize and direct the Village Manager, or their designee, to take all necessary actions to comply with the Village's obligations under the attached Agreement.

SECTION 4. Delivery of Signed Documents. After approval and execution of this Resolution and the Agreement by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of certified copies of this Resolution and an executed version of the attached Agreement to the Vendor for record retention purposes.

SECTION 5. Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of La Grange Park, Cook County, Illinois, at a Regular Meeting thereof, held on the 27th day of January, 2026, and approved by me as Village President on the same day, and attested by the Village Clerk on the same day.

ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois this 27th day of January, 2026.

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

APPROVED by the Village President on this 27th day of January, 2026, and attested by the Village Clerk on the same date.

Dr. James L. Discipio, Village President

ATTEST:

Meghan M. Kooi, Village Clerk

APPROVED AS TO FORM BY: Village Attorney Michael T. Jurusik on January 27, 2026.

Group Exhibit "A"

**Billing Services Agreement
Between The Village Of La Grange Park
and
EMS Management and Consultants, Inc. (EMS/MC)**

and

**Attachment "1" to the Billing Services Agreement -
Business Associate Addendum**

(attached)

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement") is entered into this _____ day of _____ 2026, between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and the VILLAGE OF LA GRANGE PARK, (hereinafter "Client").

WITNESSETH:

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services, and billable medical transportation services; and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing, collection and related services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. ENGAGEMENT.

a. During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client (the "Revenue Cycle Management Services" or "RCM Services"). The RCM Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing all commercially reasonable and diligent routine collection efforts consistent with industry standards to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC, in its sole discretion deems appropriate); (3) issuing up to three (3) patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

b. Collectively, the RCM Services that EMS|MC provides to Client shall be referred to as the "Services".

2. EMS|MC Responsibilities.

a. EMS|MC will provide the RCM Services in material compliance with all applicable state and federal laws and regulations.

b. EMS|MC will submit all "Completed Claims" to the applicable third-party payer. A "Completed Claim" is a claim for emergency medical services and billable medical transportation services that: (i) is received by EMS|MC and supported by an ePCR record that contains all necessary and accurate information; (ii) has been reviewed and any identified issues sent to Client for remediation have been rectified; (iii) is for a patient encounter that has been electronically signed off by Client in the ePCR; (iv) has been reviewed by Client and deemed ready for billing; and (v) is not subject to a billing hold. EMS|MC will not have any responsibility for any adverse impact to Client that may result from any delay of Client in completing claims.

c. Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send up to three (3) patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

d. Within ten (10) business days of the last business day of the month, EMS|MC will provide to Client a month end report, which shall include an account analysis report, aging report and accounts receivables reconciliation report for the previous month. Deposit reports will be provided daily.

e. During the term of this Agreement, EMS|MC shall maintain, provide appropriate storage and data back-up for all billing records pertaining to the RCM Services provided by EMS|MC hereunder. Upon at least five (5) business days' prior written notice, EMS|MC shall make such records accessible to Client during EMS|MC business hours. Upon termination of this Agreement, trip data pertaining to the RCM Services shall be returned to Client. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that EMS|MC is not a custodian of clinical records nor a clinical records repository. Client is responsible for maintaining all clinical records in accordance with Section 3(d).

f. EMS|MC shall notify Client of: (i) all patient complaints about clinical services within five (5) business days of receipt; (ii) all patient complaints about billing within ten (10) business days of receipt; and (iii) all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers with which Client contracts or

any law enforcement or government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits EMS|MC from disclosing its inquiry to Client.

g. EMS|MC will reasonably assist Client in responding to Payer Inquiries which occur in the normal course of Client's business and arise from EMS|MC's provision of the Services. If EMS|MC, after issuing not less than a ten (10) business day written notice to and engaging in reasonable consultation with the Client intended to resolve the dispute, determines that: (i) Client is excessively utilizing EMS|MC's assistance in responding to Payer Inquiries, (ii) a Payer Inquiry is outside the normal course of Client's business; or (iii) a Payer Inquiry does not arise from the Services provided by EMS|MC, EMS|MC may charge Client, and Client shall pay, for any assistance provided by EMS|MC at EMS|MC's then current hourly rates.

h. EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

i. As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

j. The Services provided by EMS|MC to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in this Agreement. The payment obligations of the Client under this Agreement are conditioned on EMS|MC's performance and fulfillment of its responsibilities set forth in this Agreement.

k. EMS|MC shall have no responsibility to provide any of the following services:

- i. Determining the accuracy or truthfulness of documentation and information provided by Client;
- ii. Providing services outside the EMS|MC billing system;
- iii. Submitting any claim that EMS|MC believes to be inaccurate or fraudulent; or

- iv. Providing any service not expressly required of EMS|MC by this Agreement.

I. For Client's service dates that occurred prior to the mutually agreed go live date for the Services, Client agrees and understands that EMS|MC is not responsible for any services including, but not limited to, submitting claims or managing any denials, refunds or patient calls. As between Client and EMS|MC, Client is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to such go live date.

3. RESPONSIBILITIES OF CLIENT. The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide the Services to the extent that Client has not fulfilled these responsibilities:

- a. Client will pay all amounts owed to EMS|MC under this Agreement.
- b. Client will implement standard commercially reasonable actions and processes as may be requested by EMS|MC from time-to-time to allow EMS|MC to properly and efficiently provide the RCM Services. These actions and processes include, but are not limited to, the following:
 - i. Providing EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC;
 - ii. Providing EMS|MC with complete and accurate medical record documentation for each incident or patient service rendered for reimbursement, which is necessary to ensure proper billing and secure claim payment;
 - iii. Providing EMS|MC, in a timely manner, with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered;

- iv. Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;
- v. Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;
- vi. Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carriers to allow EMS|MC to carry out its billing and other duties under this Agreement; and
- vii. Implementing reasonable and customary charges for complete, compliant billing.

c. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

d. Client shall maintain Client's own files with all original or source documents, as required by law, and only provide to EMS|MC copies of such documents. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation.

e. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.

f. Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client shall advise EMS|MC of any Payer Inquiries within ten (10) business days of receipt.

g. Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.

h. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service Client's account.

i. Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.

j. Client shall complete EMS|MC's online training course within ninety (90) calendar days of the contract start date and all new hires will complete EMS|MC's online documentation training within ninety (90) calendar days of the hire date. Newly developed training materials by EMS|MC should be mutually agreed upon by the parties to be required training.

k. Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

4. EMS|MC WEB PORTALS.

a. EMS|MC shall provide Client and those individuals appointed by Client ("Users") with access to EMS|MC Web Portals (the "Portals"), which shall be subject to the applicable Terms of Use found on the Portals. To be appointed as a User, the individual must be an employee of Client or otherwise approved by Client and EMS|MC. Client is responsible for all activity of Users and others accessing or using the Portals through or on behalf of Client including, but not limited to, ensuring that Users do not share credentials for accessing the Portals. Client is also responsible for (i) identifying individuals who Client determines should be Users; (ii) determining and notifying EMS|MC of each User's rights; (iii) monitoring Users' access to and use of the Portals; (iv) acting upon any suspected or unauthorized access of information through the Portals; (v) ensuring each User's compliance with this Agreement and the Terms of Use governing the use of the Portals; and (vi) notifying EMS|MC to deactivate a User account whenever a User's employment, contract or affiliation with Client is terminated or Client otherwise desires to suspend or curtail a User's access to and use of the Portals. Client agrees to follow best practices to ensure compliance with this provision.

b. Client acknowledges that EMS|MC may suspend or terminate any User's access to the Portals (i) for noncompliance with this Agreement or the applicable Terms of Use; (ii) if such User poses a threat to the security or integrity of the Portals or information available therein; (iii) upon termination of Client; or (iv) upon notice of suspension or termination of such User by Client. Client may suspend or terminate a User's access to the Portals at any time.

5. COMPENSATION OF EMS|MC.

a. Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to 4.5% percent of "Net Collections" as defined below (the "RCM Fee"). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFTs) received by EMS|MC from payers, patients, attorney's offices, court settlements, collection agencies, debt set-off programs, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts, but excluding any payments received from or paid by the Ground Emergency Medical Transportation ("GEMT") Program or any replacement program or similar program operated by the federal government or by the State of Illinois, including any such program(s) operated by the Illinois Department of Healthcare and Family Services. Price adjustments for such services shall be allowed at the completion of each contract year. Price adjustments shall not exceed the change in the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, Area: U.S. city average, Item: All item, Base Period: 1982-84=100 over the twelve months prior.

b. Client shall also pay 2% of the credit card convenience fees charged by Virtual Credit Card Payors; provided, however, Contractor will continue to try to covert payers from credit card to ACH, as it is the preferred method of payment. Together, the RCM Fee and the credit card convenience fee are referred to as the "Compensation".

c. EMS|MC shall submit an invoice to Client by the tenth (10th) day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full pursuant to the terms of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/ et seq., *unless disputed* (the "Payment Date"). Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the Payment Date. Any invoices not disputed in writing by the Payment Date shall be deemed "undisputed" for all purposes of the Agreement.

d. In the event of a material change to applicable law, the billing process and/or scope of Services provided in this Agreement or a material difference in any of the patient demographics provided by the Client, EMS|MC reserves the right to negotiate a mutually agreeable fee change with Client and amend this Agreement accordingly or terminate this Agreement.

e. EMS|MC may, after issuing not less than a ten (10) business day written notice to and engaging in reasonable consultation with the Client intended to resolve the dispute, cease to provide Services for Client should the outstanding balance owed to EMS|MC become in arrears in the event the Parties are unable to resolve the outstanding balance, except EMS|MC shall not stop providing Services in cases of a documented dispute regarding outstanding sums owed. Claims processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

6. TERM OF AGREEMENT.

a. This Agreement shall be effective commencing on January 27, 2026, and shall thereafter continue through January 31, 2027 ("Initial Term"). This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms (each a "Renewal Term"), unless either party gives written notice of intent not to renew at least sixty (60) calendar days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below. (The Initial Term and any Renewal Terms are referred to as the "Term".)

b. **Termination for Cause.** Notwithstanding Section 6(a), either party may terminate this Agreement if the other party materially breaches this Agreement, unless (i) the breaching party cures the breach within ten (10) business days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within a ten (10) business day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail. In the event a notice of a breach of this Agreement is issued under this Subsection, the parties agree to promptly engage in reasonable consultation with each other in an effort to resolve the dispute that leads to the issuance of the notice of breach.

c. **Immediate Termination.** Either party may terminate this Agreement immediately as a result of the following:

- i. Failure of EMS|MC to perform the Services under this Agreement, subject to the above cure provision for breaches of this Agreement and the obligation that the parties engage in reasonable consultation intended to resolve any disputes under this Agreement;

- ii. Injury to any customer, independent contractor, employee or agent of the other party hereto arising from the gross negligence or willful misconduct of a party;
- iii. Harassment of any employee or contractor of a party or commitment of any act by a party which creates a hostile or offensive work environment; or
- iv. Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party.

7. RESPONSIBILITIES UPON TERMINATION.

a. Subject to Client's payment of all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will otherwise reasonably cooperate and assist in any transition of the Services to Client, or its successor billing agent. Upon request, EMS|MC will provide to Client trip data associated with the claims submitted by EMS|MC on behalf of Client pursuant to this Agreement. EMS|MC shall retain financial and billing records not tendered or returned to Client on termination hereof for at least ten (10) years following the date of service.

b. Following termination of this Agreement, for a period of ninety (90) calendar days (the "Wind Down"), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement including, but not limited to, Section 5. Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however, EMS|MC shall be entitled to compensation as provided in Section 5(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. During the Wind Down and for up to twelve (12) months following termination of this Agreement, EMS|MC shall continue to make the Portals available to Client, subject the applicable Terms of Use. Notwithstanding the foregoing, in the event EMS|MC terminated this Agreement pursuant to Sections 6(b) or 6(c), EMS|MC shall have no obligation to provide any Services after the date of termination.

8. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

a. During the term of this Agreement, EMS|MC shall be Client's exclusive provider of the RCM Services. Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.

b. In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in Section 3(f) hereof and shall be treated as Net Collections for purposes of Section 5(a) hereof, except for the payments excluded from the definition of Net Collections.

c. In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.

d. EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement; however, EMS/MC shall provide written notice to the Client of its decision to not submit a reimbursement claim within ten (10) business days of reaching such decision, and then the parties agree to promptly engage in reasonable consultation and exchange available information in an effort to further substantiate or justify reimbursement, and, if additional information is provided to substantiate or justify reimbursement, EMS/MC agrees to submit the reimbursement claim. This includes missing patient demographic information, insurance information, Physician Certification Statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

e. Client shall implement and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.

f. In accordance with the HHS Office of Inspector General ("OIG") Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of Client's continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such

evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

9. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES.

Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending one (1) year after the date of termination of this Agreement (the "Restricted Period"), Client shall not, without EMS|MC's prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC's employees with whom Client had material contact during the term of this Agreement, in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 9 hereof, and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

10. PRIVACY.

a. *Confidentiality.* The Parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement. EMS|MC and Client will be both a Receiving Party and a Disclosing Party at different times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees, consultants, and subcontractors, who are subject to the safeguards and confidentiality obligations contained in this Agreement and who require access to the Confidential Information in the performance of the obligations under this Agreement. In the event that the Receiving Party is required by applicable law to make any disclosure of any of the Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its

interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection, at the Disclosing Party's sole expense. "Confidential Information" means the provisions of the Agreement (including, but not limited to, the financial terms herein) and any information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"). Information will not be deemed Confidential Information hereunder if the Receiving Party can prove by documentary evidence that such information: (a) was known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party.

b. *HIPAA Compliance.* The parties agree to comply with the Business Associate Addendum, attached hereto and incorporated by reference herein as Attachment 1, documenting the assurances and other requirements respecting the use and disclosure of Protected Health Information. It is Client's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act. In the event that this Agreement is, or activities permitted or required by this Agreement are, inconsistent with or do not satisfy the requirements of any applicable privacy or security law, rule or regulation, the parties shall take any reasonably necessary action to remedy such inconsistency.

11. DISCLAIMERS, LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

a. Each Party acknowledges that the liability limitations and warranty disclaimers in the Agreement are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose. Client acknowledges that the limitations of liability set forth in this Agreement are integral to the amount of consideration offered and charged in connection with the Services and that, were EMS|MC to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.

b. EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party

of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

c. Except for any express warranty provided herein or in the applicable exhibit, the Services are provided on an "as is," "as available" basis. Client agrees that use of the services is at client's sole risk; and, to the maximum extent permitted by law, EMS|MC expressly disclaims any and all other express or implied warranties with respect to the Services including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement or warranties alleged to arise as a result of custom and usage.

d. A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.

e. Reserved.

f. To the fullest extent allowed by law, EMS|MC and Client waive claims against each other for consequential, indirect, incidental, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages including, but not limited to, loss of profits, loss of data, or loss of business, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise, even if a party has been apprised of the possibility or likelihood of such damages occurring (the "Non-Direct Damages Waiver").

g. Client agrees that any Claim Client may have against EMS|MC, including EMS|MC's past or present employees or agents, shall be brought individually and Client shall not join such Claim with claims of any other person or entity or bring, join or participate in a class action against EMS|MC.

h. To the fullest extent allowed by law, EMS|MC and Client waive claims against each other for consequential, indirect, incidental, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages including, but not limited to, loss of profits, loss of data, or loss of business, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise, even if a party has been apprised of the possibility or likelihood of such damages occurring (the "Non-Direct Damages Waiver").

i. Subject to the Non-Direct Damages Waiver, EMS|MC agrees to indemnify, hold harmless, and defend Client, with reasonably acceptable counsel, from and against any fines, penalties, damages, and judgments that Client becomes legally obligated to pay to a third party proximately caused by EMS|MC's acts or omissions arising from the provision of the Services and its other obligations under the Agreement. Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) calendar days after Client first becomes aware of the facts that give rise or may give rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC's express consent; and (iv) Client shall not seek or be entitled to indemnity for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards and policies. Client waives all rights of indemnity against EMS|MC not in accordance with this subsection.

j. In any proceeding regarding any Claim, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including, without limitation, the reasonable attorneys' fees, court filing fees, arbitrator compensation, expert witness charges, court reporter charges, and document reproduction charges incurred by the prevailing party. Which party is the prevailing party shall be determined in light of the surrounding circumstances, such as comparing the relief requested with that awarded, and shall not be determined simply by whether one party or the other receives a net monetary recovery in its favor.

k. All Claims between EMS|MC and Client shall be resolved by a Court of competent jurisdiction. For the purposes of this Agreement, venue shall be proper in Cook County, Illinois or the Northern District of Illinois.

12. GENERAL.

a. Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client, or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

b. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned without consent to the survivor in any merger or other business combination including either party, or to the purchaser of all or substantially all of the assets of either party.

c. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

d. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) on the day received, if personally delivered; (ii) on the day received if sent by a recognized overnight delivery service, according to the courier's record of delivery; (iii) on the 5th (fifth) calendar day after the date mailed by certified or registered mail; and (iv) by electronic internet mail ("Email"). Email notices shall be deemed valid only to the extent that they are: (a) sent to the current Email address for the recipient; and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three (3) business days thereafter at the appropriate address set forth below. Such notices shall be addressed as follows:

Client:

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

EMS|MC:

EMS Management & Consultants, Inc.
Chief Executive Officer
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

e. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Illinois, notwithstanding any conflicts of law rules to the contrary.

f. Integration of Terms. This instrument together with all attachments, exhibits and schedules constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal ("RFP") from Client and any response to that RFP from EMS|MC.

g. Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

h. Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

i. Force Majeure. With the exception of Client's payment obligation, a Party will not be in breach or liable for any delay of its performance of this Agreement caused by natural disasters or other unexpected or unusual circumstances reasonably beyond its control.

j. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

k. Counterparts. This Agreement may be executed in multiple counterparts by a duly authorized representative of each party.

l. Survival. All terms which by their nature survive termination shall survive termination or expiration of the Agreement including, but not limited to, Sections 3(c), 3(f) through (h), 5(a), 5(c), 7, 9 through 12.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMS|MC:

CLIENT:

EMS Management & Consultants, Inc.

Village of La Grange Park

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment 1
Business Associate Addendum

This Business Associate Addendum (the "Addendum") is made effective the ____ day of _____ 2026, by and between the Village of La Grange Park, hereinafter referred to as "Covered Entity," and EMS Management & Consultants, Inc., hereinafter referred to as "Business Associate" (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties wish to enter into a Business Associate Addendum to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rules") (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the "HIPAA Privacy and Security Rules" include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a Billing Services Agreement (the "Agreement") whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Addendum.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Addendum are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Addendum shall control.

The term "Breach" means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term "Breach" does not include: (1) any unintentional acquisition, access, or use of protected health information by any employee or individual acting under the authority of a covered entity

or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term “HIPAA Privacy and Security Rules” refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term “Protected Health Information” means individually identifiable health information as defined in 45 C.F.R. § 160.103, limited to the information Business Associate receives from, or creates, maintains, transmits, or receives on behalf of, Covered Entity.

The term “Electronic Protected Health Information” means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term “Secretary” means the Secretary of the Department of Health and Human Services.

The term “Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the “minimum necessary” amount for Business Associate to accomplish its intended purposes.

e. Business Associate may use Protected Health Information to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for Business Associate’s own business purposes or in connection with the services provided pursuant to the Agreement or to provide Data Aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(b). Once the Protected Health Information has been de-identified or aggregated, it is no longer considered Protected Health Information governed by this Addendum.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Addendum.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been

given for unsuccessful Security Incidents, such as (i) “pings” on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (e.g., a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual’s request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual’s representative.

f. At the request of the Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual’s request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual’s request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity’s compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary, subject to attorney-client and other applicable privileges.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity’s computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual’s representative, except where the purpose of the exchange is:

1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;

2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;

3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;

4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;

5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;

6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or

7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

1. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or

2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Addendum.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than forty-five (45) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) calendar days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach, if known (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered Entity even if the information becomes available after the forty-five (45)-day period provided for initial Breach notification.

V. OBLIGATIONS OF COVERED ENTITY

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

VI. TERM AND TERMINATION

a. Term. The Term of this Addendum shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VII.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate and Business Associate's failure to cure such breach within thirty (30) calendar days of receiving notice of same from Covered Entity, Covered Entity shall have the right to terminate this Addendum and the Agreement.

c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Addendum, the Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. MISCELLANEOUS

a. **No Rights in Third Parties.** Except as expressly stated herein, the Parties to this Addendum do not intend to create any rights in any third parties.

b. **Survival.** The obligations of Business Associate under Section VII(c) of this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the Agreement, and/or the business

relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

c. Amendment. This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Addendum to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) calendar days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Addendum fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Addendum and the Agreement upon written notice to the other party.

d. Independent Contractor. None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

e. Interpretation. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

f. Certain Provisions Not Effective in Certain Circumstances. The provisions of this Addendum relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

g. Ownership of Information. Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Addendum or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

h. Entire Agreement. This Addendum is incorporated into, modifies and amends the Agreement, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect and apply to this Addendum.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

Business Associate:

Covered Entity:

EMS Management & Consultants, Inc.

Village of La Grange Park

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

Public Works Committee Divider

Michael Sheehan, Chairman

Bob Lautner

Jamie Zaura



Village Board Agenda Memo

Date: January 27, 2026

To: Village President & Board of Trustees

From: Richard Radde, Director of Public Works *RR*
Julia Cedillo, Village Manager *JC*

RE: **Landscape Material and Firewood Sales, Inc - Change Order #1 to Contract with Leaf Disposal**

PURPOSE

Staff seeks the Village Board's approval of the first change order in a "not to exceed" amount of \$9,000.00 to cover the costs of additional leaf disposal.

GENERAL BACKGROUND

On November 11, 2025, the Village Board approved a contract with Landscape Material and Firewood Sales, Inc. for a "not to exceed" amount of \$36,000.00 to haul leaves collected during the Village's Leaf program. The contract fee was based on the number of truckloads.

However, due to heavy snow after Thanksgiving, additional snowfall, and freezing temperatures, the volume of leaves our contractor can haul per truckload has decreased significantly because the leaves are much heavier. Usually, the contractor can fit about 10 buckets of leaves per truckload to keep the weight under the legal limit, but now they can only transport around 5 buckets of leaves per truckload.

Public Works expects about six (6) more truckloads to be hauled before we complete this year's program, but the proposed change order will account for a total of ten (10) truckloads beyond the contract amount.

The dollar amount of Change Order No. 1 is \$9,000.00, which is less than the \$10,000.00 threshold requiring approval of the Change Order via ordinance under 720 ILCS 5/33E-9 (Criminal Code; Change Order Statute).

Based on the 2025 Contract Award of \$36,000.00, the Village Board is able to make the following finding and determination pursuant to Section 5 of the Public Works Contract Change Order Act (50 ILCS 525/5): the amount of Change Order No. 1 (or series of change orders) does not increase the original contract price by 50% or more and thus the Village is not obligated to re-bid the additional work proposed under the Change Order No. 1.

STAFF RECOMMENDATION

Staff recommends the Board approve Change Order No.1 with Landscape Material and Firewood Sales, Inc. for a total increase of "not to exceed" \$9,000.00.

ACTION REQUESTED

This item is for discussion and action.

Pre-Motion Finding and Determination by the Village Board: pursuant to Section 5 of the Public Works Contract Change Order Act (50 ILCS 525/5): the amount of Change Order No. 1 does not increase the original contract price by 50% or more and thus the Village is not obligated to re-bid the additional work proposed under the Change Order No. 1.

Motion: to Approve Change Order No. 1 with Landscape Material and Firewood Sales, Inc. for additional leave disposal work, for a total increase in cost "not to exceed" \$9,000.00, which increases the Original Awarded Contract Price of \$36,000.00 to \$45,000.00.

DOCUMENTATION

- Change Order - #1



Change Order - Exhibit A

Change Order No. 1
Date: 19-Jan-26

Name of Project: 2025/2026 Leaf Hauling

Contractor: Landscape Material and Firewood Sales, Inc.
27W250 St. Charles Road
West Chicago, Illinois 60185

The following change in work is authorized by the President and Trustees of the Village of La Grange Park to the above contract as follows:

<u>Item #</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Addition</u>	<u>Deduction</u>
0	Additional Truck Load of Leaves	10	\$900.00	\$9,000.00	
0					
Totals				\$9,000.00	
Net Change					

Reason for the Change: Due to the heavy snowfall in late November, leaves are much heavier, allowing the contractor to haul only about half as much as they usually can when leaves are drier.

The above changes are additional work added to the contract and fulfill the original intent of the contract.

Awarded Contract Price		\$36,000.00
Previous Change Order(s)		\$0.00
Adjusted Contract Price after previous Change Orders		\$36,000.00
Current Change Order Price	Increase	\$9,000.00
Adjusted Contract Price due to current Change Order		\$45,000.00
 Net Change from Awarded Contract	 Increase	 25.00%

Contract Time Increase
Substantial Completion Date

Calendar Days: 0
31-Jan-26

The undersigned has determined that the change order is germane to the original contract as signed and that circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed, and work of this type was not included in the original contract, and the additional efforts of this work are within the intent of the contract and Village policy, and that this change is in the best interest of the Village of La Grange Park and is authorized by law.

Owner: Village of La Grange Park
447 N. Catherine Avenue
La Grange Park, Illinois 60526

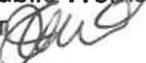
(SEAL)

By: _____
Dr. Jim Discipio

Attest: _____
Meghan Kooi, Village Clerk



Village Board Agenda Memo

Date: January 27, 2026
To: Village President & Board of Trustees
From: Richard Radde, Director of Public Works 
Julia Cedillo, Village Manager 
RE: **Resolution and Design Engineering Services Agreement – Scotdale Headwall Replacement Project**

PURPOSE

To approve a Professional Services Agreement for Design Engineering with Hancock Engineering for the Scotdale Headwall Replacement Project.

GENERAL BACKGROUND

The Public Works Department needs to take steps to reconstruct the headwall for the Scotdale Storm Sewer Outfall.

The Scotdale Storm Sewer Outfall pipe has come apart, creating a sizable gap between pipe segments and causing erosion of the stream bank at this spot. Public Works has placed a temporary street sign to cover the large gap, since this area is heavily frequented by mountain bikers.

Originally, \$14,000.00 was budgeted for this project, but due to additional permits required from various agencies, the cost to design the project is much greater than anticipated.

In July 2025, the Village Board approved several sewer-related engineering agreements with Hancock for various projects, and they are currently under budget by \$25,500.00. With the original budget of \$14,000 for this project and the under-budget amount of \$25,500.00, there are funds within the Sewer budget to offset the engineering design costs associated with this project.

STAFF RECOMMENDATION

Village staff recommends that the Village Board approve the Professional Services Agreement for Design Engineering with Hancock Engineering for the Scotdale Headwall Replacement Project.

ACTION REQUESTED

This item is for discussion and action.

Motion: To Approve A Resolution Authorizing The Approval And Execution Of An Engineering Services Agreement To Be Entered Into Between The Village Of La Grange Park And Edwin Hancock Engineering Company For The Performance Of Design Engineering Services Relative To The Scotdale Headwall Replacement Project And Approving The Expenditure Of Sewer Funds To Pay For The Services (Not-To-Exceed Engineer's Fee: \$38,000.00)

DOCUMENTATION

- Resolution/Agreement

RESOLUTION NO. 26-06

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
AN ENGINEERING SERVICES AGREEMENT TO BE ENTERED INTO BETWEEN
THE VILLAGE OF LA GRANGE PARK AND EDWIN HANCOCK ENGINEERING COMPANY
FOR THE PERFORMANCE OF DESIGN ENGINEERING SERVICES RELATIVE TO
THE SCOTDALE HEADWALL REPLACEMENT PROJECT AND
APPROVING THE EXPENDITURE OF SEWER FUNDS TO PAY FOR THE SERVICES
(NOT-TO-EXCEED ENGINEER'S FEE: \$38,000.00)**

WHEREAS, the President and Board of Trustees of the Village of La Grange Park (the "Village") desire to hire the Edwin Hancock Engineering Company (the "Engineer") to perform design engineering services (the "Engineering Services") associated with the Scotdale Headwall Replacement Project (the "Project"), as further described in the Scope of Services set forth in the "Agreement For Furnishing Professional Services for the Scotdale Headwall Replacement Project" (the "PSA"), and its "Rider to Agreement For Furnishing Professional Engineering Services for the Scotdale Headwall Replacement Project" (the "Rider"), copies of which are attached hereto as **Group Exhibit "A"** and made a part hereof. The PSA and the Rider are collectively referred to in this Resolution as the "Agreement"; and

WHEREAS, the scope of the Project includes: the removal and replacement of the Scotdale Storm Sewer Headwall at the Salt Creek and all pertinent permits from the Illinois Department of Natural Resources, Cook County Forest Preserve and the United States Army Corps of Engineers. The scope of the Engineering Services include the preparation of specifications, plans, and bidding documents for the Project; preparation and submittal of applications for permits required from the Illinois Department of Natural Resources, Cook County Forest Preserve and the United States Army Corps of Engineers, and performance of other necessary engineering services relative to the Project leading up to construction; and

WHEREAS, under the Agreement, the Village agrees to pay the Engineer to complete the Engineering Services, including all subconsultant engineering work, a "not to exceed" amount of \$38,000.00 ("Fee"). The Engineer agrees to complete the Engineering Services for the Project in exchange for the payment of the Fee; and

WHEREAS, the President and Board of Trustees of the Village have agreed to appropriate and authorize the expenditure of an amount equal to the Fee, or as much as may be needed from the Village's Water and Sewer Fund or the Village General Corporate Funds or other available lawful funding sources, to pay the Engineer to complete the Engineering Services; and

WHEREAS, at an open public meeting held on January 27, 2026, the President and Board of Trustees of the Village reviewed and discussed the Project and the Agreement, and received input from the Village staff and provided an opportunity for public input on the matter. At its January 27, 2026 meeting, the President and Board of Trustees accepted the Village staff's recommendation to approve and enter into the Agreement; and

WHEREAS, the President and Board of Trustees of the Village of La Grange Park are authorized under the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), and the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of the Constitution of the State of Illinois of 1970 and the Illinois Municipal Code (65 ILCS 5/), to approve and enter into the Agreement, and further find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public to enter into the

Agreement.

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 1: incorporation. Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: Approval and Execution of Agreement and Other Related Documents. The President and Board of Trustees of the Village of La Grange Park approve and authorize the execution of the Agreement, substantially in the form attached hereto as part of **Group Exhibit "A"**, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. The Board of Trustees further authorize and direct the Village President and the Village Clerk, or their designees, to execute such other documents as are necessary to fulfill the Village's obligations under the Contract.

SECTION 3: Approval of Financial Obligations and Other Necessary Actions. The President and Board of Trustees further approve and authorize the expenditure of Village Water and Sewer Funds or Village General Corporate Funds, or other available, lawful, eligible Village funds, in an amount equal to the Fee to pay for the Village's financial obligations under the Agreement, and also authorize and direct the Village Manager and the Village Attorney, or their designees, to take all necessary actions to comply with the Village's obligations under the attached Agreement.

SECTION 4: Delivery of Signed Documents. Upon approval of this Resolution and execution of the Agreement, the President and Board of Trustees of the Village direct the Village Clerk's Office to forward a certified copy of this Resolution and a fully executed copy of the Agreement to all parties and agencies that are entitled to receive such documents, as required and directed by any other governmental oversight regulatory agency, in order to comply with the terms of the Agreement and for record retention purposes.

SECTION 5: Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

ADOPTED BY THE VILLAGE PRESIDENT AND THE BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois this 27th day of January, 2026.

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

APPROVED by the Village President this 27th day of January, 2026, and attested by the Village Clerk on the same day.

Dr. James L. Discipio, Village President

ATTEST:

Meghan M. Kooi, Village Clerk

APPROVED AS TO FORM BY: Village Attorney Michael T. Jurusik on January 27, 2026.

Group Exhibit "A"

**AGREEMENT BETWEEN THE VILLAGE OF LA GRANGE PARK
AND EDWIN HANCOCK ENGINEERING COMPANY
FOR FURNISHING OF PROFESSIONAL DESIGN ENGINEERING SERVICES
FOR THE SCOTDALE HEADWALL REPLACEMENT PROJECT**

(attached)

and

**RIDER TO
AGREEMENT FOR FURNISHING PROFESSIONAL ENGINEERING SERVICES
FOR THE SCOTDALE HEADWALL REPLACEMENT PROJECT
BETWEEN THE VILLAGE OF LA GRANGE PARK AND
EDWIN HANCOCK ENGINEERING COMPANY**

(attached)



HANCOCK
ENGINEERING

100 Years of
Excellence

Civil Engineers ♦ Municipal Consultants ♦ Established 1911

AGREEMENT

between the

VILLAGE OF LA GRANGE PARK

and the

EDWIN HANCOCK ENGINEERING COMPANY

for

FURNISHING OF PROFESSIONAL DESIGN ENGINEERING SERVICES

for the

SCOTDALE HEADWALL REPLACEMENT PROJECT

in

LA GRANGE PARK, ILLINOIS

January 2026

AGREEMENT
between the
VILLAGE OF LA GRANGE PARK
and the
EDWIN HANCOCK ENGINEERING COMPANY
for
FURNISHING OF PROFESSIONAL DESIGN ENGINEERING SERVICES
for the
SCOTDALE HEADWALL REPLACEMENT PROJECT
in
LA GRANGE PARK, ILLINOIS

THIS Agreement, made and entered into between the Village of La Grange Park, hereinafter referred to as "VILLAGE", and the Edwin Hancock Engineering Co., hereinafter referred to as "ENGINEER", covers the furnishing of Professional Design Engineering Services necessary to provide the design engineering required for the Scotdale Headwall Replacement Project, hereinafter referred to as "PROJECT".

The general scope of the work will include replacing the existing Scottdale headwall on the south bank of Salt Creek. The replacement of the existing headwall with a precast flared end section and the relaying of up to three sections of existing storm sewer are needed due to soil erosion over time, which has separated the existing headwall and caused settling of sections of pipe in the area.

Design Engineering includes the preparation of specifications, plans, and bidding documents for the proposed work; preparation and submittal of applications for permits required from various agencies; and performance of other necessary engineering services relative to the improvement prior to the start of construction, as well as other services outlined in Section A.I of this AGREEMENT.

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

A. THE ENGINEER AGREES;

- I. To perform, or be responsible for the performance of, the following Design Engineering services for the proposed improvement:
 - a. Preparing preliminary design criteria.
 - b. Coordination of geotechnical engineering (soil borings and infiltration testing) and review of reports.
 - c. Making engineering field topographic surveys as are necessary.

- d. Preparing and submitting necessary applications to various governmental agencies, on behalf of the VILLAGE, for permission to construct the proposed site improvements.
 - e. Preparing permits and license applications to the Cook County Forest Preserve, United States Army Corps of Engineers, and the Illinois Department of Natural Resources.
 - f. Preparing specifications, plans, bid proposals, and estimates of construction costs and furnishing the VILLAGE with sufficient sets of these documents to be used for obtaining bids from contractors.
 - g. Endorsing all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT by showing his signature and professional seal where such is required by Law.
 - h. Assisting the VILLAGE in the issuance of proposal forms, advertising for bids
 - i. Assisting the VILLAGE in the tabulation and interpretation of contractors' bid proposals and preparing a letter of recommendation for award of contract.
- II. That ENGINEER will save harmless the VILLAGE and its employees from all damages and liabilities caused by negligent or wrongful acts or omissions of ENGINEER in the performance of professional services or by anyone for whose acts ENGINEER is liable. ENGINEER shall carry insurance as agreed upon between VILLAGE and ENGINEER, including insurance covering this indemnity. Such insurance shall remain in force until all work is completed and all final measurements and reports have been made and accepted by the VILLAGE.

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 ENGINEER's compensation for all Design Engineering services performed as stipulated in the above Section A.I shall be a DESIGN ENGINEERING FEE at an hourly cost not to exceed Thirty-Eight Thousand and No/ 100 Dollars (\$38,000.00), unless there is a substantial change in the scope, complexity, or character of the improvements to be constructed or there is a substantial overrun in the time necessary for the ENGINEER to complete his work due to causes beyond his control. Should such circumstances occur, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of the AGREEMENT and shall be memorialized in writing.
 - b. For any related work requested of the ENGINEER that is outside the scope of this AGREEMENT, the costs for the engineering services rendered shall be determined by the Schedule of Hourly Rates shown in Attachment A.
 - c. 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.I.b of this AGREEMENT shall be due and payable to the ENGINEER.

C. IT IS MUTUALLY AGREED:

- I. That this AGREEMENT may be terminated by either party upon thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms of the AGREEMENT through no fault of the other. Upon such termination and upon payment in full to the ENGINEER of all sums due and owing to it, 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. The ENGINEER shall be paid promptly for any services completed and any services partially completed. 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.
- II. ENGINEER shall neither have control over nor 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.
- III. 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.
- IV. The VILLAGE and the ENGINEER waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this AGREEMENT. This mutual waiver is applicable, without limitation, to all

consequential damages due to either party's termination in accordance with the terms of this AGREEMENT.

- V. This AGREEMENT represents the entire and integrated agreement between the VILLAGE and the 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 _____, 2026

VILLAGE OF LA GRANGE PARK
Cook County, Illinois
Acting through its
President and Board of Trustees

By _____
Julia Cedillo, Village Manager

ATTEST:

By _____
Sandy Bakalich, Deputy Village Clerk

(SEAL)

Executed by the ENGINEER, this

_____ day of _____, 2026

EDWIN HANCOCK ENGINEERING COMPANY
9933 ROOSEVELT ROAD
WESTCHESTER, ILLINOIS 60154

By _____
Derek Treichel, P.E., President

ATTEST:

By _____
Mark Lucas, P.E., Executive Vice President

(SEAL)

ATTACHMENT A

2025 SCHEDULE OF HOURLY RATES

PERSONNEL CLASSIFICATION	HOURLY RATE
ENGINEER – VI	\$165.00
ENGINEER – V	\$150.00
ENGINEER – IV	\$140.00
ENGINEER – III	\$130.00
ENGINEER – II	\$120.00
ENGINEER – I	\$110.00
ENGINEERING TECHNICIAN – V	\$138.00
ENGINEERING TECHNICIAN – IV	\$125.00
ENGINEERING TECHNICIAN – III	\$100.00
ENGINEERING TECHNICIAN – II	\$78.00
ENGINEERING TECHNICIAN - I	\$60.00
CAD MANAGER	\$133.00
CAD - II	\$110.00
CAD – I	\$98.00
ADMINISTRATIVE	\$70.00

**Note: Schedule of Hourly Rates is subject to change annually as of March 1st.
The most current Schedule of Hourly Rates will be in effect at the date of service.**

Attachment B

SCOTDALE HEADWALL REPLACEMENT PROJECT Estimate of Design Engineering

Design Engineering Services

Preliminary Engineering	\$1,000.00
Topography & Drafting	\$3,200.00
Plan Design & Details	\$11,500.00
Specifications & Proposals	\$11,500.00
Coordination & Permits	\$9,800.00
Project Administration	<u>\$1,000.00</u>
Total Design Engineering Fee	\$38,000.00

Exhibit "1"

**RIDER TO AGREEMENT FOR FURNISHING PROFESSIONAL DESIGN
ENGINEERING SERVICES FOR THE SCOTDALE HEADWALL REPLACEMENT PROJECT
BETWEEN THE VILLAGE OF LA GRANGE PARK AND
EDWIN HANCOCK ENGINEERING COMPANY**

(attached)

**RIDER TO AGREEMENT FOR FURNISHING PROFESSIONAL DESIGN
ENGINEERING SERVICES FOR THE SCOTDALE HEADWALL REPLACEMENT PROJECT
(Edwin Hancock Engineering Company)**

The Terms and Conditions of the Professional Services Agreement (“PSA” or “Agreement”) are supplemented by this Rider to PSA. This Rider is attached to and incorporated by reference into and made a part of the PSA as Exhibit “1”. In the event of a conflict or inconsistency between any term or provision of this Rider and any term or provision of the PSA, the terms and provisions of this Rider shall control.

A. THE ENGINEER AGREES:

1. The ENGINEER shall procure and maintain, for the duration of its Agreement and for three (3) years thereafter insurance against errors and omissions and claims for injuries to its employees which may arise 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. 04/13);
- (2) Insurance Services Office form number CA 0001 (Ed. 10/13) covering Automobile Liability, symbol 01 “any auto”;
- (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 appointed and elected officials, agents, attorneys, employees and volunteers (the “Village Affiliates”) are to be covered as additional insureds under policies issued on the ISO CG 20 10 form regarding: liability caused in whole or in part by the acts or omissions by or on behalf of the ENGINEER for all aspects of the Services and the Project for both ongoing and completed operations; 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 and the Village Affiliates.

- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE and the Village Affiliates shall be in excess of ENGINEER's insurance and shall not contribute with it relative to the payment or settlement of any claims or lawsuits filed regarding the Services or the Project.
 - (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the VILLAGE and the Village Affiliates.
 - (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 a 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 or canceled or reduced in coverage or in limits by the insurer, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.
- (3) Reporting. In the event of a claim, demand, lawsuit or other action filed against the ENGINEER and/or its owners, officers, employees, agents and subcontractors arising out of the Services or the Project or relating to any matter covered by the Agreement, the ENGINEER shall immediately notify, in writing, the VILLAGE'S and the ENGINEER'S insurer(s) so that they can notify their insurers of such claim, demand, lawsuit or other action. Any failure to comply with reporting provisions of any policy by a party shall not affect coverage and the indemnification and defense obligations under the Agreement.
- e. Acceptability of Insurers –
The insurance carrier used by the ENGINEER shall have a minimum insurance rating of A 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 policies and with copies of endorsements affecting coverage with premiums paid in full. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to issue certificates of insurance. 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 and the Village Affiliates against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may accrue against the VILLAGE and the Village Affiliates, caused by the negligent or willful performance of the Services by the ENGINEER, its owners, officers, employees, agents and/or subcontractors, except that arising out of the negligence or willful act of the VILLAGE and the Village Affiliates. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the ENGINEER to indemnify the VILLAGE and the Village Affiliates for their own negligent acts or omissions.
 3. Any insurance policies required by the Agreement, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE and the Village Affiliates as 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 performing the 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 regarding the performance of the Services; and the ENGINEER and the VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.
6. The VILLAGE may, at any time, by written order to the ENGINEER (Suspension of Services Order), require the ENGINEER to stop all, or any part, of the Services required by the Agreement. Upon receipt of such an order, the 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 resumption of the Services upon expiration of the Suspension of Services Order.
7. The Agreement may be terminated by the VILLAGE by removal of the ENGINEER from the office of VILLAGE Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that, should the Agreement be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed through the termination date. 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. The 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 with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the ENGINEER shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall be paid for all actual, documented, completed Services and any expense sustained, less all costs incurred by the VILLAGE to have the Services performed which were to have been performed by the ENGINEER. The VILLAGE agrees to waive any claim against the ENGINEER and to indemnify and hold the ENGINEER harmless from any claim or loss arising or allegedly arising out of the unauthorized re-use of the documents.
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 warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure the 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 the Agreement. For breach or violation of this warranty, the VILLAGE shall have the right to annul the 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.
12. The ENGINEER, during the period commencing upon the execution of the 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.
13. The Agreement shall be deemed to be exclusive between the VILLAGE and the ENGINEER. The Agreement shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
14. 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 the performance of these services under the Agreement (the "Services") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
15. The ENGINEER assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Services, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Services in the VILLAGE's name. The ENGINEER shall give the VILLAGE or any person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under the 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. The ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the completed Services, with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Engineer shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall not use the Services for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Services or other termination of the Agreement, the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to the Agreement.
16. Subject to the terms of Number 15 above, the drawings, specifications, reports, and any other Project documents prepared by the 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 the 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.

17. 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. The ENGINEER shall treat such information at all times as confidential. The 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 which are not otherwise known to the public.
 - b. All information relating to the Engineering Services being performed by the ENGINEER under the 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 the ENGINEER under the 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.

18. 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 the 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. The ENGINEER shall immediately return said items to the VILLAGE upon termination of the ENGINEER's engagement or earlier at the VILLAGE's request at any time.
19. The ENGINEER's opinions of probable Project construction cost (if provided 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.
20. The VILLAGE, for and in consideration of the rendering of the 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 thirty (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.*).
21. The Agreement may be terminated by the ENGINEER by resignation from the office of VILLAGE Engineer, upon thirty (30) days' written notice to the VILLAGE, should the VILLAGE fail substantially to perform in accordance with the terms of the 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.
22. The ENGINEER is an independent contractor in the performance all Services provided for under the 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 employee or the agent of the VILLAGE. Nothing contained in the Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or the ENGINEER.
23. 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 N. Catherine Avenue
La Grange Park, Illinois 60526
Attn: Julia Cedillo, Village Manager
- b. If to the ENGINEER:

Edwin Hancock Engineering
- c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever the 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.
24. The Agreement represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. The Agreement may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
25. The terms of the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.
26. The waiver of one party of any breach of the 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 the Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
27. If any term, covenant or condition of the Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

28. The 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 the 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 the 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 the 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) above 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) above 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.
- i. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and the ENGINEER is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- j. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the VILLAGE. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the VILLAGE on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.
- k. Patriot Act Compliance. Neither the ENGINEER nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the ENGINEER and its principals, shareholders,

members, partners or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

- i. Compliance with Laws. The ENGINEER, and its owners, officers, agents, employees, subconsultants and subcontractors, shall comply with any and all applicable laws, regulations and rules promulgated by any Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of the Services now in effect, or which may become in effect during the performance of the Services. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003, along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago and the Village of La Grange Park. In the event that the ENGINEER, or its owners, officers, agents, employees, subconsultants and subcontractors, in performing the Services are found to have not complied with any of the applicable laws and regulations as required by the Agreement, then the ENGINEER shall indemnify and hold the VILLAGE harmless, and pay all amounts determined to be due from the VILLAGE for such non-compliance by the ENGINEER, including, but not limited to, fines, costs, attorneys' fees and penalties.
- m. Employment of Illinois Workers on Public Works Act Compliance. To the extent required by law, the ENGINEER agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).
- n. No Collusion. The ENGINEER represents that the only persons, firms or corporations interested in the Agreement as principals are those disclosed to the VILLAGE prior to the execution of the Agreement, and that the Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the ENGINEER has, in procuring the Agreement, colluded with any other person, firm or corporation, then the ENGINEER shall be liable to the VILLAGE for any loss or damage that the VILLAGE may suffer, and the Agreement shall, at VILLAGE'S option, be null and void.
- o. Conflict of Interest. The ENGINEER represents and certifies that, to the best of its knowledge: (1) no VILLAGE employee or agent is interested in the business of the ENGINEER or the Agreement; (2) as of the date of the Agreement, neither the ENGINEER nor any person employed or associated with the ENGINEER has any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement; and (3) neither the ENGINEER nor any person employed by or associated with the ENGINEER shall at any time during the term of the Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement.
- p. Compliance with Laws, Grant Regulations. All Services must be provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules and regulations. The ENGINEER also must comply with applicable conditions of any federal, state or local grant received by the VILLAGE with respect to the Agreement. The ENGINEER will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the ENGINEER's improper performance of, or failure to properly perform, any Services.

2. The Parties to the Agreement shall further comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of the Agreement, including the following:
- (1) Certification. Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into the Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.* Each Party and its officers, corporate authorities, employees and agents further certify by signing the Agreement that the Party and its officers, corporate authorities, employees and agents have not been convicted of or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and have not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.
 - (2) Non-Discrimination. Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)
 - (3) Illinois Freedom of Information Act. The ENGINEER shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the ENGINEER shall be available for review and audit by the VILLAGE. The ENGINEER shall cooperate with the VILLAGE: (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*); (b) with any request for public records made pursuant to any audit; and (c) by providing full access to and copying of all relevant books and records within a time period which allows the VILLAGE to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). To facilitate a response by the VILLAGE to any FOIA request, the ENGINEER agrees to provide all requested public records within five (5) business days of a request being made by the VILLAGE. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the VILLAGE to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from the ENGINEER's actual or alleged violation of the FOIA or the ENGINEER's failure to furnish all public records as requested by the VILLAGE. Furthermore, should the ENGINEER request that the

VILLAGE utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the ENGINEER agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and Village Affiliates and agrees to pay all costs incurred by the VILLAGE connected therewith (such as reasonable attorney and witness fees, filing fees, penalties, fines, and any other expenses) to defend any denial of a FOIA request pursuant to the ENGINEER's request to utilize a lawful exemption.

3. Means, Methods and Safety. The ENGINEER will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the Project, unless one or more of those tasks or activities are specifically agreed to by the VILLAGE and the ENGINEER in the Agreement or an addendum to the Agreement.

Dated: January 27, 2026

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

CLERK'S CERTIFICATE

I, Meghan M. Kooi, Village Clerk of the Village of La Grange Park, Cook County, Illinois, certify that the attached document is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 26-06

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
AN ENGINEERING SERVICES AGREEMENT TO BE ENTERED INTO BETWEEN
THE VILLAGE OF LA GRANGE PARK AND EDWIN HANCOCK ENGINEERING COMPANY
FOR THE PERFORMANCE OF DESIGN ENGINEERING SERVICES RELATIVE TO
THE SCOTDALE HEADWALL REPLACEMENT PROJECT AND
APPROVING THE EXPENDITURE OF SEWER FUNDS TO PAY FOR THE SERVICES
(NOT-TO-EXCEED ENGINEER'S FEE: \$38,000.00)**

which was passed by a roll call vote of the Board of Trustees of the Village of La Grange Park at a Regular Meeting held on the 27th day of January, 2026, at which meeting a quorum was present, and approved by the President of the Village of La Grange Park on the 27th day of January, 2026.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of La Grange Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of La Grange Park, and that the result of said vote was as follows, to-wit:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of La Grange Park, this 27th day of January, 2026.



Meghan M. Kooi, Village Clerk

Items of Interest Divider

VILLAGE OF LA GRANGE PARK

La Grange Park Village Hall, 447 N. Catherine Ave., La Grange Park, Illinois

Annual Schedule of Regular Meeting Dates for 2026

January 27, 2026	Village Board Meeting	7:30 p.m.	Village Hall
February 10, 2026	Work Session Meeting	7:30 p.m.	Village Hall
February 24, 2026	Village Board Meeting	7:30 p.m.	Village Hall
March 10, 2026	Work Session Meeting	7:30 p.m.	Village Hall
March 24, 2026	Village Board Meeting	7:30 p.m.	Village Hall
April 14, 2026	Work Session Meeting	7:15 p.m.	Village Hall
April 28, 2026	Village Board Meeting	7:30 p.m.	Village Hall
May 12, 2026	Work Session Meeting	7:30 p.m.	Village Hall
May 26, 2026	Village Board Meeting	7:30 p.m.	Village Hall
June 9, 2026	Work Session Meeting	7:30 p.m.	Village Hall
June 23, 2026	Village Board Meeting	7:30 p.m.	Village Hall
July 14, 2026	Work Session Meeting	7:30 p.m.	Village Hall
July 28, 2026	Village Board Meeting	7:30 p.m.	Village Hall
August 25, 2026	Village Board Meeting	7:30 p.m.	Village Hall
September 8, 2026	Work Session Meeting	7:30 p.m.	Village Hall
September 22, 2026	Village Board Meeting	7:30 p.m.	Village Hall
October 13, 2026	Work Session Meeting	7:30 p.m.	Village Hall
October 27, 2026	Village Board Meeting	7:30 p.m.	Village Hall
November 10, 2026	Work Session Meeting	7:30 p.m.	Village Hall
November 24, 2026	Village Board Meeting	7:30 p.m.	Village Hall
December 8, 2026	Village Board Meeting	7:30 p.m.	Village Hall