



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

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

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

**VILLAGE BOARD MEETING**  
**Tuesday, February 24, 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. Swearing-In/Pinning Of Paid-On-Call Firefighters**
  - **Veronica Gussie & John “Jack” Powers**
- 5. Public Participation (Agenda Related Items)**
- 6. 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 – December 9, 2025*
- ii. Village Board Meeting – January 27, 2026*
- iii. Village Board Work Session – February 10, 2026*

**B. Action – Semi-Annual Review Of Closed Session Minutes (2025 Full Year) – Motion: To Approve A Resolution Approving The Content Of And/Or Release Of Certain Closed Meeting Minutes Of Regular And Special Meetings And Work Session Meetings Of The President And Board Of Trustees Of The Village Of La Grange Park (2025 Full-Year Review)**

**C. 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**

**7. Village Manager’s Report**

- 8. Administration Committee – Karen Koncel, Chairwoman**
  - A. Monthly Report**

# VILLAGE BOARD MEETING

February 24, 2026 – 7:30 p.m.

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## **AGENDA (continued – Page 2)**

- B. Discussion & Action – Zip Code Day Community Celebration – June 5, 2026 – *Motion: To Support Planning For Zip Code Day Activities That Emphasize Partnerships And Existing Community Assets, With Consideration Of A Community Concert Event In A Future Year*
9. **Building & Zoning Committee** – Jamie Zaura, Chairwoman
- A. Monthly Report
10. **Engineering & Capital Projects Committee** – Nick Diaferio, Chairman
- A. Monthly Report
11. **Public Safety Committee** – Joe Caputo, Chairman
- A. Monthly Report – Police Department
- B. Monthly Report – Fire Department
12. **Public Works Committee** – Mike Sheehan, Chairman
- A. Monthly Report
- B. Discussion & Action – Scotdale Storm Sewer Headwall Replacement Project – *Motion: To Approve A Resolution Authorizing The Approval And Execution Of A Vendor Contract For Goods, Supplies And Services To Be Entered Into With The Lowest Cost, Qualified And Responsive Bidder, Martam Construction, Inc., For The Performance Of Scotdale Storm Sewer Headwall Replacement Project And The Expenditure Of Sewer Funds In The Amount Of \$109,341.48 To Pay For The Services*
13. **Finance Committee** – Bob Lautner, Chairman
- A. Monthly Report
- B. Discussion & Action – Lead Service Line Replacement Rates – *Motion: To Approve An Ordinance Amending Section 51.43 (Rates Established) Of Chapter 51 (Water) Of Title V (Public Works) Of The Municipal Code Of La Grange Park For The Purpose Of Establishing Lead Service Line Replacement Rates Effective May 1, 2026 - Or -*
- Alternative Motion (Optional):  
Motion: To Postpone Consideration Of The Ordinance Establishing Lead Service Line Replacement Rates Until June/July 2026, Pending Confirmation Of The Village's Placement On The Illinois Environmental Protection Agency Intended Funding List*
14. **Other Reports**
- A. Village Clerk
- B. Village Treasurer
- C. Commercial Revitalization Committee – Jamie Zaura, Chairwoman
1. Monthly Report
- D. Village Engineer
- E. Village Attorney
- F. Committee and Collectors Report
- Action – Motion: To Approve Committee and Collectors Report as Presented*

**VILLAGE BOARD MEETING**  
February 24, 2026 – 7:30 p.m.

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**AGENDA (continued – Page 3)**

- 15. Village President**
- 16. Public Participation (Non-Agenda Related Items Only)**
- 17. New Business**
- 18. Closed Session**
- 19. Adjourn**

*Items of Interest:*

*Village Board Work Session – March 10, 2026*

*Village Board Meeting – March 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](mailto:mjarr@lagrangepark.org) promptly to allow the Village of La Grange Park to make reasonable accommodations for those persons.

**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 (4<sup>th</sup> 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](mailto: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](mailto: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.*



# **Swearing-In/Pinning Of Paid-On-Call Firefighters**

**Veronica Gussie  
John "Jack" Powers**



## Village Board Agenda Memo

Date: February 24, 2026  
To: Village President & Board of Trustees  
From: Dean J. Maggos, Fire Chief (Director of Fire and EMA)  
RE: **Swearing-in and Pinning of Paid-on-Call Firefighters**

### PURPOSE

Two Fire Department personnel have recently completed all of their requirements to successfully complete their Probationary periods. As such, staff is asking this accomplishment to be formally recognized.

### GENERAL BACKGROUND

Veronica Gussie was initially hired as a Firefighter Candidate in January of 2025, and Jack Powers was initially hired as a Firefighter Candidate in January of 2024.

Both personnel have now successfully completed their probationary period requirements.

During their probationary periods, they have both completed the Basic Operations Fire Academy, becoming State Certified Firefighters. Both have also become licensed Emergency Medical Technicians. They were also then tested on general knowledge of Policies, Standard Operating Guidelines, apparatus and equipment, and have passed practical driving and pumping tests for our fire apparatus.

Veronica lives in the Village of La Grange near our Village border, within our living restrictions for Paid-on-Call Firefighters.

Jack lives on Forest Road in our Village with his wife and family.

*(Swearing-in/Oath and then pinning ceremony.)*

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

**OATH OF OFFICE  
Firefighter**



I, Veronica Gussie, do hereby solemnly swear that I will uphold and defend the Constitution of the United States of America and the Constitution of the State of Illinois and I will faithfully carry out all the duties imposed upon and entrusted in me as a Firefighter of the Village of La Grange Park, Cook County, Illinois.

Dated this 24<sup>th</sup> day of February, 2026

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Veronica Gussie

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Meghan Kooi, Village Clerk

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

**OATH OF OFFICE  
Firefighter**



I, John “Jack” Powers, do hereby solemnly swear that I will uphold and defend the Constitution of the United States of America and the Constitution of the State of Illinois and I will faithfully carry out all the duties imposed upon and entrusted in me as a Firefighter of the Village of La Grange Park, Cook County, Illinois.

Dated this 24<sup>th</sup> day of February, 2026

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John “Jack” Powers

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Meghan Kooi, Village Clerk

## **Consent Agenda Items Divider**



## Village Board Agenda Memo

Date: February 24, 2026  
To: Village President & Board of Trustees  
From: Julia Cedillo, Village Manager *JLC*  
RE: **Semi-Annual Review Of Closed Session Minutes  
(2025 Full Year)**

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### **PURPOSE**

To fulfill the state statute (5 ILCS 120) requiring semi-annual review of closed session minutes.

### **GENERAL BACKGROUND**

Pursuant to Section 2.06(d) of the Illinois Open Meetings Act (5 ILCS 120), the Village Board is required to review its closed session minutes at least every six months and determine: (1) whether the minutes remain confidential or may be released for public inspection, and (2) whether verbatim recordings of closed meetings that are more than eighteen (18) months old should be destroyed, as permitted by law.

The Board last conducted its semi-annual review of closed session minutes on September 23, 2025. The attached Resolution reflects the required determinations for the 2025 full-year review, including confirmation of the content of the minutes, a determination that none are to be released at this time, and authorization to destroy eligible verbatim recordings.

The Open Meetings Act permits, but does not require, the Board to recess into closed session under Section 2(c)(21) for purposes of discussing the approval and review of closed session minutes. If there is consensus on the determinations set forth in the attached Resolution, the Board may take action in open session without convening in closed session.

### **RECOMMENDATION**

It is recommended that the Village Board approve the attached resolution confirming the content of certain closed meeting minutes, determining that none are to be released at this time, and authorizing the destruction of verbatim recordings more than 18 months old.

### **ACTION REQUESTED**

This item is for action and will be placed on the February 24, 2026, Village Board Meeting consent agenda for approval.

***Motion: To Approve A Resolution Approving The Content Of And/Or Release of Certain Closed Meeting Minutes Of Regular And Special Meetings And Work Session Meetings Of The President And Board Of Trustees Of The Village Of La Grange Park (2025 Full-Year Review)***

### **DOCUMENTATION**

- Resolution

**RESOLUTION NO. 26-10**

**A RESOLUTION APPROVING THE CONTENT OF AND/OR RELEASE OF  
CERTAIN CLOSED MEETING MINUTES OF REGULAR AND SPECIAL MEETINGS  
AND WORK SESSION MEETINGS OF THE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LA GRANGE PARK  
(2025 Full-Year Review)**

**WHEREAS**, the President and Board of Trustees of the Village of La Grange Park, Cook County, Illinois (the "Board") have, on occasion, believed it to be necessary to conduct "Closed Meetings" (also referred to as "Executive Session") from time to time and have entered and conducted such meetings in accordance with the requirements of the Open Meetings Act (5 ILCS 120/) (the "OMA"); and

**WHEREAS**, the minutes of the Closed Meetings have been duly recorded by the Village Clerk, or their designee, pursuant to the requirements of the OMA. In addition, since 2004, as required by the OMA, the Village Clerk has prepared a verbatim record of all Closed Meetings in the form of audio recordings, which recordings are subject to destruction or release for public inspection, as directed by the Corporate Authorities, once the written minutes of the Closed Meetings are prepared and approved by the Board. The recordings are to be destroyed only after the written minutes are approved and the mandatory eighteen (18) month waiting period has expired; and

**WHEREAS**, the OMA also requires the Board to meet, "... every 6 months, or as soon thereafter as is practicable, taking into account the nature and meeting schedule of the public body...", to review the minutes of Closed Meetings in order to approve their content and to determine whether such minutes, or any portions thereof, can be released for public review or remain closed to public review; and

**WHEREAS**, the Board has reviewed the minutes of all duly recorded Closed Meetings as identified below, and has made the following determinations about: (1) the approval of the content and the advisability of the release of the Closed Meeting minutes or the retention of such minutes; (2) the destruction of certain verbatim audio recordings of the Closed Meetings as permitted by the OMA; and (3) the need to maintain the confidentiality of certain verbatim audio recordings of the Closed Meetings until such future time as the Board decides to either release or destroy the audio recordings in accordance with the OMA.

**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: Closed Meeting Minutes To be Released for Public Inspection.** The content of the following sets of Closed Meeting Minutes are approved and may be released for public inspection, except for those parts of the minutes that still need to remain confidential as noted below in Section 3:

**Year 2025:                      None.**

Copies of the above-referenced Closed Meeting minutes are on file with the Village Clerk's Office.

**SECTION 3: Closed Meeting Minutes Retained As Confidential.** The content of the following sets of Closed Meeting Minutes are approved but the need for confidentiality still exists as to all or part of those Minutes as noted below:

- |                          |  |
|--------------------------|--|
| <b>February 11, 2025</b> | The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body in accordance with: 5 ILCS 120/2(c)(1).  |
| <b>March 25, 2025</b>    | The selection of a person to fill a Village Commission/Committee in accordance with: 5 ILCS 120/2(c)(3).   |
| <b>May 13, 2025</b>      | The selection of a person to fill a Village Commission/Committee according to: 5 ILCS 120/2(c)(3) and collective negotiating matters in accordance with: 5 ILCS 120/2(c)(2).   |
| <b>June 24, 2025</b>     | Collective negotiating matters in accordance with: 5 ILCS 120/2(c)(2).   |
| <b>July 22, 2025</b>     | Collective negotiating matters in accordance with: 5 ILCS 120/2(c)(2)  |
| <b>September 9, 2025</b> | The minutes of meeting lawfully closed under the act, whether for the purpose of approval by the body of minutes or semi-annual review of the minutes as mandated by Section 2.06 of the Act according to 5 ILCS 120/2 (c)(21) |

Copies of the above-referenced Closed Meeting minutes are on file with the Village Clerk's Office.

**SECTION 4: Determination Regarding All Other Closed Meeting Minutes.** The Board further makes the following determination: All other Closed Meeting minutes from prior years and those that have not been included in this Resolution or previously adopted Resolutions, and their related audio recordings, which minutes have not already been approved for release for public inspection, and which audio recordings have not already been approved for destruction per the OMA, shall remain confidential and closed from public inspection until, at least, the next periodic review by the Board, or as directed by the Board in accordance with an adopted Resolution that supersedes the determinations of the Board as set forth in this Resolution or any previously adopted Resolutions.

**SECTION 5: Determinations and Directive Regarding Verbatim Records; Approval of Destruction of Certain Audio Recordings.** Beginning January 1, 2004, the OMA requires that a verbatim record of all Closed Meetings be kept in the form of an audio or video recording and that such recordings can be destroyed but only after the Board: (a) approves the written meeting minutes for each completed Closed Meeting; and (b) authorizes the destruction of such recordings, provided at least eighteen (18) months have passed since the date of the last such approval or authorization. The Board has elected to maintain a verbatim record of all Closed Meetings in the form of audio recordings. The Board further makes the following determinations and issues the following directives:

- A. In regard to all prior Closed Meetings where the written minutes have not been prepared at this time, there is still a need for confidential treatment of the audio recordings of those Closed Meetings until such time as the written minutes are prepared and approved by the

Board and a final decision is made by the Board as to the destruction of the audio recordings or the release of such audio recordings for public inspection.

- B. Each of the audio recordings of Closed Meetings, which were completed more than eighteen (18) months ago and for which written minutes have been prepared and approved by the Board more than eighteen (18) months ago, shall be destroyed by the Village Clerk on the next business day, or as soon as practicable, following the approval date of this Resolution.

**SECTION 6: Execution.** The Village President is authorized and directed to sign, and the Village Clerk is authorized and directed to attest to, this Resolution.

**SECTION 7: Effective Date.** This Resolution shall be in full force and effect from and after its passage and approval.

**ADOPTED BY THE VILLAGE PRESIDENT AND THE BOARD OF TRUSTEES** of the Village of La Grange Park, Cook County, Illinois this 24<sup>th</sup> day of February, 2026.

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

**APPROVED** by the Village President this 24<sup>th</sup> day of February, 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 February 24, 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 attached hereto is a true and correct copy of the Resolution now on file in my Office, entitled:

**RESOLUTION NO. 26-10**

**A RESOLUTION APPROVING THE CONTENT OF AND/OR  
RELEASE OF CERTAIN CLOSED MEETING MINUTES OF REGULAR AND  
SPECIAL MEETINGS AND WORK SESSION MEETINGS OF THE PRESIDENT  
AND BOARD OF TRUSTEES OF THE VILLAGE OF LA GRANGE PARK  
(2025 Full-Year Review)**

which 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 held on the 24<sup>th</sup> day of February, 2026, at which meeting a quorum was present, and approved by the President of the Village of La Grange Park on the 24<sup>th</sup> day of February, 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:** \_\_\_\_\_

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 24<sup>th</sup> day of February, 2026.



\_\_\_\_\_  
Meghan M. Kooi, Village Clerk

# **Administration Committee Divider**

**Karen Koncel, Chairwoman**

**Jamie Zaura**

**Joe Caputo**



## Village Board Agenda Memo

Date: February 24, 2026  
To: Village President & Board of Trustees  
From: Maggie Jar, Deputy Village Manager *MJ*  
Julia Cedillo, Village Manager *JC*  
RE: Zip Code Day Community Celebration – June 5, 2026

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### PURPOSE

To provide an update to the Village Board on planning for Zip Code Day and to seek direction on the proposed approach.

### GENERAL BACKGROUND

At the December 9, 2025 Village Board meeting, the Board expressed support for planning a community celebration for the Village's Zip Code Day on June 5, 2026 (60526). Following that direction, staff continued planning and coordination discussions with the Park District regarding a potential concert and food truck event at Memorial Park.

Through these conversations, as well as outreach to other partner organizations, additional ideas emerged for recognizing Zip Code Day throughout the community. These include activities in neighborhood parks, stewardship opportunities in the Forest Preserves, shop local promotions, and social media and community storytelling initiatives. Partner organizations have responded positively and expressed strong interest in contributing their own programming and creativity to celebrating La Grange Park on this date.

As planning progressed, staff evaluated the concert-based event concept alongside current budget and staffing constraints for the upcoming fiscal year. Based on this assessment, staff believes that delivering a large-scale concert event in 2026 would be challenging without impacting other priorities.

### STAFF RECOMMENDATION

Given the Board's interest in recognizing Zip Code Day and the strong partner enthusiasm already expressed, staff recommends pivoting in 2026 from a Village-led concert event to a more distributed, partnership-based celebration model. This approach would emphasize community participation, local partnerships, and existing assets across the Village, while minimizing direct Village expenditures.

Under this model, Zip Code Day would be recognized through coordinated activities and promotions led by community partners, organizations, businesses, and residents, with the Village serving primarily in a convening, promotional, and coordinating role. Consistent with this approach, staff would not include funding for a Zip Code Day event in the FY 2026-27 budget.

If the Board wishes to pursue a concert-centered celebration in the future, staff recommends doing so in a year with greater fiscal capacity and with the support of a community planning committee to assist with sponsorships, fundraising, and event development.

### ACTION REQUESTED

This item is for discussion and action. If the Board supports the recommended approach, the following motion is suggested:

***Motion: To Support Planning For Zip Code Day Activities That Emphasize Partnerships And Existing Community Assets, With Consideration Of A Community Concert Event In A Future Year.***

# **Public Works Committee Divider**

**Michael Sheehan, Chairman**

**Bob Lautner**

**Jamie Zaura**



## Village Board Agenda Memo

Date: February 24, 2026  
To: Village President & Board of Trustees  
From: Rick Radde, Public Works Director <sup>2/24/26</sup>  
Julia Cedillo, Village Manager  
RE: **Scotdale Storm Sewer Headwall Replacement Project**

### PURPOSE

Approve a Resolution with Martam Construction, Inc. for the Scotdale Storm Sewer Headwall Replacement Project.

### GENERAL BACKGROUND

The concrete headwall for the storm sewer outfall at the Salt Creek (due North of the Heatherdale Subdivision) needs repair. Erosion of the riverbank had caused a separation of two 27-inch concrete pipe sections, causing a hole along the creek bank that is heavily used by mountain bikers and outdoor enthusiasts. A bid opening was held on February 10, 2026, at 10:00 am. The results are as follows:

Contractor	Bid Pricing
Martam Construction, Inc.	\$109,341.48 (low bid)
Unique Plumbing Co., Inc.	\$149,031.05
<b>Engineers Estimate</b>	<b>\$169,500.00</b>

The FY25/26 budget includes \$150,000.00 in the Sewer Fund – Services (510-70-80510) to make this repair.

### STAFF RECOMMENDATION

Staff recommends accepting the low bid of Martam Construction, Inc. and approving a Vendor Contract For Goods, Supplies And Services with the contractor to complete the Project.

### ACTION REQUESTED

This item is for discussion and action.

***Motion To Approve A Resolution Authorizing The Approval And Execution of A Vendor Contract For Goods, Supplies And Services To Be Entered Into With The Lowest Cost, Qualified And Responsive Bidder, Martam Construction, Inc., For the Performance Of Scotdale Storm Sewer Headwall Replacement Project And The Expenditure Of Sewer Funds In The Amount Of \$109,341.48 To Pay For The Services***

### DOCUMENTATION

- Resolution/Agreement
- Hancock Engineering Letter of Recommendation with Bid Tabulation

**RESOLUTION NO. 26-11**

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A  
VENDOR CONTRACT FOR GOODS, SUPPLIES AND SERVICES TO BE ENTERED INTO WITH THE  
LOWEST COST, QUALIFIED AND RESPONSIVE BIDDER, MARTAM CONSTRUCTION, INC., FOR  
THE PERFORMANCE OF SCOTDALE STORM SEWER HEADWALL REPLACEMENT PROJECT AND  
THE EXPENDITURE OF SEWER FUNDS IN THE AMOUNT OF \$109,341.48 TO PAY FOR THE  
SERVICES**

**WHEREAS**, the President and Board of Trustees of the Village of La Grange Park (the "Village") desire to enter into a Vendor Contract For Goods, Supplies And Services (the "Contract") with Martam Construction, Inc. (the "Contractor"), who was the lowest cost, qualified and responsive bidder as part of a competitive bidding process conducted by the Village, for the purpose of performing the Scotdale Strom Sewer Headwall Replacement Project by the Contractor (the "Project" or "Work") for the benefit of the Village, as set forth in the Contract, which is attached hereto as **Exhibit "1"** and made a part hereof; and

**WHEREAS**, the Work is subject to the terms and conditions set forth in the Contract; and

**WHEREAS**, the Contractor desires to enter into the Contract and agrees to perform the Work set forth in the attached Contract in exchange for payment of \$109,341.48 (the "Project Contract Price"). If the Village requests additional services beyond the agreed upon scope of work described as the "Work" in the Contract, then those extra services shall be charged at the hourly rates or charges set forth in the schedule of rates and charges in the Contract or shall be mutually agreed to in writing by the Village and the Contractor and approved as an addendum to the Contract; and

**WHEREAS**, it is necessary to consider and approve the use of Sewer Funds during Fiscal Year 2025-2026 to complete the Project. The Project consists of removing the existing headwall and replacing it with a new precast concrete flared end sections, and removing two sections of 27-inch concrete pipe and resetting, as well as streambank stabilization; and

**WHEREAS**, at an open public meeting held on February 24, 2026, the President and Board of Trustees of the Village of La Grange Park reviewed and discussed the competitive bidding process for the Project and the Contract and received input from the Village staff and provided an opportunity for public input on the matter. At its February 24, 2026, meeting, the President and Board of Trustees accepted the Village staff's recommendation to approve and enter into the Contract; 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 Intergovernmental Cooperation Act (5 ILCS 220), to approve and enter into the Contract, 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 Contract.

**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 Contract and Other Related Documents.** The President and Board of Trustees of the Village of La Grange Park approve and authorize the execution of the Contract, substantially in the form attached hereto as **Exhibit "1"**, 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 funds and/or other available funds to pay for the Village's financial obligations under the Contract, 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 of La Grange Park's obligations under the attached Contract.

**SECTION 4: Delivery of Signed Documents.** 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 Contract to the Contractor 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 PRESIDENT AND THE BOARD OF TRUSTEES** of the Village of La Grange Park, Cook County, Illinois this 24th day of February, 2026.

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

**APPROVED** by the Village President on this 24th day of February, 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 February 24, 2026.

**Exhibit "1"**

**VENDOR CONTRACT FOR GOODS, SUPPLIES AND SERVICES  
FOR THE PERFORMANCE OF SCOTDALE STORM SEWER HEADWALL REPLACEMENT PROJECT  
(Contractor: Martam Construction, Inc.)  
FOR THE PERFORMANCE OF SCOTDALE STORM SEWER HEADWALL REPLACEMENT PROJECT  
(attached)**

**VENDOR CONTRACT FOR  
GOODS, SUPPLIES AND SERVICES FOR THE PERFORMANCE OF  
SCOTDALE STORM SEWER HEADWALL REPLACEMENT PROJECT  
(Contractor: Martam Construction, Inc.)**

This Vendor Contract for Goods, Supplies and Services (the "Contract") is entered into between the Village of La Grange Park, an Illinois municipal corporation (the "Village"), and Martam Construction, Inc. of Elgin, Illinois (the "Vendor"), and is dated as of February 24, 2026. The Village and the Vendor are at times referred to below individually as a "Party" and collectively as the "Parties".

**IN CONSIDERATION** of the mutual promises, performance of certain obligations and payment of financial consideration by the Parties, as set forth below and in the attachments to this Contract, the Vendor agrees to provide the goods and supplies and/or perform the services, collectively defined as "Work" below, and the Village agrees to pay for the Work as set forth in this Contract.

1. **Contract.** This Contract shall incorporate and include the following exhibit(s):

A Bid Proposal Packet dated January 30, 2026 and submitted by the Vendor in the amount of \$109,341.48 regarding the Scotdale Storm Sewer Headwall Replacement Project located along Salt Creek in Brezina Woods, within La Grange Park, Illinois, including the following work further described in the Bid Proposal Packet: the removal and replacement of headwall, resetting pipes, and any other necessary work related to the Project.

Item a. above is referred to as the "Vendor Proposal" and are attached hereto as **Exhibit "A"**; and

a. Rider to Contract (General Provisions), which is attached hereto as **Exhibit "B"** and which contains certain "General Provisions" that constitute additional terms and conditions applicable to this Contract and to the Parties.

2. **Incorporation of Exhibits; Priority of Documents.** The Exhibits attached to this Contract are incorporated herein and made a part of this Contract. Where there is a conflict or inconsistency between the language in this Contract and any Exhibit, the language of this Contract shall supersede and control, but only to the extent that the language in this Contract is more restrictive in that it provides the Village with greater protections and/or benefits. Where there is a conflict or inconsistency between the language in **Exhibit "A"** (Vendor Proposal) and **Exhibit "B"** (Rider to Contract - General Conditions), the language of **Exhibit "B"** (Rider to Contract - General Conditions) shall supersede and control, but only to the extent that the language therein is more restrictive in that it provides the Village with greater protections and/or benefits.

3. **Provision of the Goods, Supplies, Equipment and/or Services.** The Vendor agrees to perform, provide, deliver, supply and/or install all of the goods, supplies and/or services as set forth in the Vendor's Proposal attached hereto as **Exhibit "A"**.

4. **Payment to Vendor.** Provided that the Vendor performs in accordance with the terms and provisions of this Contract, the Village agrees to pay the Vendor for the goods, supplies and/or services at the stated prices and pursuant to the payment schedule (if any) set forth in the Vendor's Proposal attached hereto as **Exhibit "A"** or as set forth below in this Section 4;

however, the financial payments and any penalties associated with late payments due under this Contract shall be paid by the Village only in accordance with the Local Government Prompt Payment Act (50 ILCS 505/). The maximum amount the Village will pay to the Vendor under this Contract is \$109,341.48 (the "Purchase Price"), unless additional expenditures are authorized by the corporate authorities of the Village. The Village is required to deliver payment in full upon completion and acceptance of the Work. There shall be no automatic price increases based on any escalator of any kind (e.g., tariffs, CPI, etc.) applied to this Contract.

- a. The following **Alternate Payment Schedule** has been agreed to by the Parties: **NOT APPLICABLE – PAYMENT IN FULL BY VILLAGE TO CONTRACTOR UPON COMPLETION AND ACCEPTANCE OF THE WORK.**

- i. ~~\_\_\_\_\_ % payment of the Total Contract Price payable to the Vendor at the time of execution of this Contract or the date of the Notice to Proceed;~~
- ii. ~~\_\_\_\_\_ % payment of the Total Contract Price payable to the Vendor upon written proof from the Vendor and Village verification of completion of 50% of the Work;~~
- iii. ~~\_\_\_\_\_ % payment of the Total Contract Price upon written proof from the Vendor and Village verification of completion of 75% of the Work;~~
- iv. ~~\_\_\_\_\_ % payment of the Total Contract Price upon written proof from the Vendor and Village verification of completion of 90% of the Work; and~~
- v. ~~10% of the Total Contract Price held by the Village as retention and payable to the Vendor upon written proof from the Vendor and Village verification of 100% completion of the Work. Depending on the type of Work, partial and final lien waivers may be required by the Village in order to release payments.~~

5. **Notice to Proceed With the Work.** The Vendor shall commence the Work under this Contract only upon issuance of written Notice to Proceed from the Village delivered to the Vendor, and shall complete the Work within \_\_\_\_\_ ( ~~\_\_\_~~ ) ~~calendar days~~ from the date of the ~~Notice to Proceed~~ or as stated in the Vendor's Proposal (the "Completion Date").

- a. The Vendor shall diligently and continuously perform the Work until the completion of the Work or upon the termination of this Contract, but in no event later than the Completion Date. The Parties may mutually agree in writing to modify the Completion Date. Delays caused by the Village shall extend the Completion Date in equal proportion to the delay caused by the Village. In the event that the Vendor performs any Work and incurs any expenses in furtherance of the Work prior to receiving a written notice to proceed from the Village in regard to the Work or any phase of the Work, the Work performed and the expenses incurred are at the Vendor's sole risk, and such Work and expenses are not authorized for payment or reimbursement, unless and until a written notice to proceed is issued by the Village. The actual, documented Work performed prior to the issuance of the Village notice to proceed shall be paid by the Village as part of the "not to exceed" Fee provided by this Contract.
- b. **Suspension of Work.** The Village, at any time and for any reason, may suspend work on any or all Work by issuing a written work suspension notice to the Vendor. The Vendor must stop the performance of all Work within the scope of the suspension notice until the Village directs the Vendor in writing to resume performance of the Work.

- c. Phasing of Scope of Work. The Vendor shall not commence performance of the Work on the initial phase or any subsequent phase of the Scope of Work, unless it first receives a written Notice to Proceed from the Village Representative. In the event that the Village decides not to proceed with the Work or any subsequent phase of the Work for any reason, this Contract shall terminate upon written notice to the Vendor issued by the Village advising of the termination of this Contract. In such case, the Village shall be liable to the Vendor only for payment of all actual, completed, documented Work, based on a prorated value of the contract price or the actual amount of quantities of deliverables or completed work if the contract pricing is based on unit pricing, through the date of termination. The Vendor agrees to waive any and all claims and causes of action for any other damages or losses of any kind that could be brought relative to the termination of this Contract by the Village based on the Village's decision not to proceed with the Work or any phase of the Scope of Work. The Vendor understands and agrees that funds for payment of ~~each Phase of the Work and the Work related thereto~~ are subject to the availability of an annual or periodic appropriations for this purpose by ~~the appropriate federal or State agencies as part of the~~ **NOT APPLICABLE** Program ~~[INSERT FUNDING SOURCE(S)]~~ or the Village. In the event of ~~non-receipt of funds marked for appropriation for this Work from the appropriate State agencies or nonappropriation of funds by the Village for the Work and Work~~ to be provided under this Contract, the Village will either not authorize the Vendor to commence the next Phase of the Work or, if a Phase has been commenced, this Contract shall be terminated, without termination charge or responsibility for or obligation to the Vendor or for damages or other liability beyond the payment of all actual, completed work and Work that conform to the approved plans through the date of termination. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the Village shall not be obligated under this Contract beyond the date of termination. For the purposes of this Contract, the phases for the Work are set forth in Exhibit "A", **NOT APPLICABLE** [INSERT PROJECT PHASING DOCUMENT].
- d. Reporting; Delivery Date of Final Report. The Vendor shall regularly, and no less than bi-weekly, provide both written and verbal reports to the Village Manager to the Village and to any other Village staff or officials upon request regarding the progress of the Work. The Village Manager can require more frequent reporting by the Vendor at any time. Upon final completion of the Work, the Vendor shall deliver a final written report addressed to the Village and with copies delivered to the Village Manager that confirms the completion of the Work (the "Final Report"). The Final Report shall be completed and delivered to the Village on or before the Completion Date.
- e. Electronic Reporting. In addition to providing the Village with paper copies of all reports, data or results and the Final Report, the Vendor (and the Primary Representative) shall, to the extent possible, submit documentation regarding the Work to the Village electronically. The Parties agree to work together to develop a procedure for electronic communication of data that is effective and efficient for all Parties.
- f. Final Acceptance. The Work, or, if the Work are to be performed in separate phases, each phase of the Work, shall be considered complete on the date of final written

acceptance by the Village Manager of the Work or each phase of the Work, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

6. **Independent Contractor Status; Reporting.** The Vendor is an IRS Form 1099 independent contractor and not an employee of the Village. **To comply with the employer reporting requirements of Public Act 103-0343 (amendments to the Illinois Unemployment Insurance Act regarding the Directory of New Hires, 820 ILCS 405/1801.1), upon execution of this Contract, the Village shall submit the Vendor's name and required information to the Illinois Department of Employment Security.**
7. **Effective Date.** After this Contract has been signed by the Vendor, this Contract shall be deemed dated and become effective on the date that the Village President or the Village Manager signs this Contract, which date shall be inserted into the first paragraph of this Contract.

**SIGNATURE PAGE TO FOLLOW**

**IN WITNESS WHEREOF**, the signatories below, pursuant to properly issued authority, have signed this Contract, which shall become effective on the date that the Village President or Village Manager signs this Contract.

**VILLAGE OF LA GRANGE PARK**

**VENDOR: Martam Construction, Inc.**

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

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

Name: \_\_\_\_\_  
Village President or Manager

Name: \_\_\_\_\_  
Authorized Corporate Officer

Date: \_\_\_\_\_, 2026.

Date: \_\_\_\_\_, 2026.

**ATTEST:**

**WITNESS:**

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

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

Name: \_\_\_\_\_  
Village Clerk

Date: \_\_\_\_\_, 2026.

Date: \_\_\_\_\_, 2026.

**Exhibit "A"**

The "Vendor Proposal" consists of:

A Bid Proposal Packet dated January 30, 2026 and submitted by the Vendor in the amount of \$109,341.48 regarding the Scotdale Storm Sewer Headwall Replacement Project located along Salt Creek in Brezina Woods, within La Grange Park, Illinois, including the following work further described in the Bid Proposal Packed: the removal and replacement of headwall, resetting pipes, and any other necessary work related to the Project. (attached)

Exhibit "B"

**Rider to  
Vendor Contract for Goods, Supplies and Services  
(General Provisions)**

1. **Authority.** The Village, as a non-home rule Illinois Municipal Corporation, has the authority to enter into this Contract pursuant to the statutory authority and contracting 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 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the Illinois Municipal Code (65 ILCS 5/).
2. **Taxes, Benefits and Royalties.** Each payment by the Village to the Vendor includes all applicable Federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Work, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use of, or the incorporation into, the Work of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Vendor.
3. **Compliance With Laws.** The Vendor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities and its performance of this Contract.
4. **Bonds; Prevailing Wage Act.** If required, Bonds required to guarantee performance and payment for labor and material for the Work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the Work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Vendor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village. All performance and material bonds provided by Contractor under the terms of this Contract shall include such provisions as will guarantee the faithful performance of the contractor's obligations under this Section and under all applicable Federal, State and local laws concerning prevailing wage rates, including the Illinois Prevailing Wage Act, 820 ILCS 130/. The Contractor and its subcontractors shall comply with the reporting requirements of the Prevailing Wage Act and the Davis Bacon Wage Act throughout the duration of this Contract.
5. **Payment and Liens.** If the rate of progress is satisfactory to the Village, payment requests will be submitted by the Vendor to the Village once a month during the progress of the Work for ninety percent (90%) of the value of the Work done and in place at the date of the preparation of the payment estimate. Payment will be made to the Vendor once all required waivers of lien for material suppliers and subcontractors have been submitted to the Village. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total Contract amount. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this Contract the Village demands that the Vendor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by an affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
6. **Successors/Assigns.** This Contract shall enure to the benefit of and shall be binding upon the transferees, assigns, representatives, owners, insurers, agents, servants, employees, administrators and/or successors in interest of any kind whatsoever of the Parties hereto. This Contract and the obligations it imposes upon

the Vendor are not transferable by Vendor without the written consent of the Village, which may or may not be granted in its exclusive discretion.

7. **Severability.** In the event any term or provision of this Contract shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Contract shall not be affected thereby, and each such term and provision shall be valid and shall remain in full force and effect.
8. **Entire Agreement.** This Contract and its Exhibits contain the entire agreement between the Parties hereto and supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. In addition, this Contract embodies and merges the entire understanding between and among the Parties hereto, and any and all prior correspondence, conversations or memoranda relating to the subject matter stated herein are being merged herein and replaced hereby. This Contract may be modified or amended only by the mutual consent of the Parties and any such modification or amendment must be in writing, signed by the Parties and duly executed, otherwise it is void.
9. **Litigation, Venue and Governing Law.** The Parties agree that, for the purpose of any litigation relative to this Contract and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois or the United States District Court located in Chicago, Illinois, and the Parties consent to the jurisdiction of said Courts for any such action or proceeding. This Contract, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.
10. **Applicable Laws and Regulations.** The Vendor agrees to comply with the following laws and to assist the Village in complying with the following laws: the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and all rules and regulations issued pursuant to the Act. All applicable provisions of Federal, State and local laws, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Vendor agrees to comply with all applicable Federal laws and State laws and regulations including, but not limited to, the Illinois Prevailing Wage Act and such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Vendor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and Federal and State statutes, and the Vendor further agrees to make all required withholdings and deposits therefor. Such requirements shall be included by the Vendor in all its contracts and agreements with any of its subcontractors. The Parties agree that the most recent of such State and Federal requirements will govern the administration of this Contract at any particular time. Likewise, new State and Federal laws, regulations, policies and administrative practices may be established after the date that this Contract has been executed and may apply to this Contract. The Vendor agrees to maintain full compliance with changing government requirements that govern or apply to its operation. Any complaint of such discrimination received by the Vendor shall be immediately forwarded to the Village. Further, the Vendor certifies that:
  - a. The Vendor is the only person/entity interested in the above Contract as the sole principal named herein and that no other person/entity than herein mentioned has any interest in this Contract to be entered into; that this Contract is made without connection with any other person, company or parties submitting qualification information; and that it is in all respects fair and in good faith without collusion or fraud.
  - b. The Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village.
  - c. The Vendor is not barred from contracting with any unit of the State of Illinois or local government, such as the Village, as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.
  - d. The Vendor complies with the Illinois Drug Free Work Place Act.
  - e. The Vendor complies with the Equal Employment Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights.

- f. The Vendor complies with the Americans with Disabilities Act.
  - g. The Vendor states that any Work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable Federal, State and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
  - h. The Vendor also agrees to require any subcontractor doing Work under this Contract to agree to adhere to the requirements of this Section 10.
11. **Waiver.** The waiver of one Party of any breach of this Contract or the failure of one Party to enforce any provision hereof shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.
12. **Time.** Time is of the essence with the performance of the Work covered by this Contract; however, the Vendor shall perform the Work in accordance with the terms and provisions set forth in the attached **Exhibit "A"**.
13. **Guaranties, Warranties and Representations.** The Vendor warrants and represents as follows:
- a. The prices for the goods, supplies, equipment and/or services are based on the Vendor's standard pricing schedule, are commercially reasonable and competitive prices for the industry, are not artificially inflated, and do not contain any premium or hidden charges, commitments or other undisclosed obligations. There shall be no automatic price increases based on any escalator of any kind (e.g., tariffs, CPI, etc.) applied to this Contract.
  - b. All Work shall be performed in a good workmanship manner consistent with industry standards and in accordance with the manufacturers' specifications and instructions.
  - c. It will exercise the due care and diligence generally associated with the delivery and installation of the goods, supplies, equipment and/or services being provided under this Contract. Due care and diligence shall be applied to all phases of the Vendor's Work.
  - d. It is authorized to sell and install the goods, supplies, equipment and/or services.
  - e. The goods, supplies, equipment and/or services are of a good quality, fit for their intended use and purpose, and all express or implied warranties of any kind, including the warranty of merchantability, are in full force and effect and have not been waived.
  - f. It shall transfer all third-party product warranties and guaranties relative to the goods, supplies, equipment and/or services.
  - g. In addition to any other third-party warranty or guaranty, the Vendor shall provide a minimum one (1) year guaranty relative to any equipment and its components. In the event the Vendor's Invoice/Purchase Order/Agreement provides for a longer guaranty, the longer guaranty shall control.
  - h. The Vendor shall maintain a current, valid Village business license, and the Vendor shall post with the Village and keep on file and in force for the duration of this Contract a contractor's license bond in the amount required by the Village Code.
14. **Insurance.**
- a. **Insurance – Village.** The Village will not provide any form of insurance coverage, including but not limited to health insurance, worker's compensation insurance, auto insurance, general liability insurance, errors and omissions insurance, or professional liability insurance or other employee benefits for or on behalf of the Vendor relative to its performance of the Work under this Contract.
  - b. **Insurance – Vendor.** The Vendor, at its own cost, shall provide all of its own insurance coverages as applicable to the Work being performed, including but not limited to health insurance, worker's compensation insurance, auto insurance, general liability and property insurance, errors and omissions insurance or professional liability insurance, employment practices liability insurance or other employee benefits for or on behalf of the Vendor relative to its performance of the Work under this Contract. The insurance coverages shall be written on the comprehensive form and as an "occurrence" policy. The minimum dollar amount of annual coverage for the general liability

and property insurance, errors and omissions insurance or professional liability insurance and employment practices liability insurance shall be mutually agreed to by the Village Manager and the Vendor in writing, but in no case shall such dollar amount of coverages be less than:

- i. Comprehensive General Liability – \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate
- ii. Umbrella Coverage – \$1,000,000.00
- iii. Property Damage – \$500,000.00 per occurrence
- iv. Automobile Coverage - \$1,000,000.00 per occurrence
- v. Errors and omissions insurance or professional liability: TBD by Village Manager
- vi. Workers' Compensation – Statutory  
[adjustments to be made to the insurance coverage amounts based on type of use, in the Village Manager's discretion]

The Vendor shall furnish certificates of insurance, with premiums paid in full, prior to the Effective Date of this Contract, copies of which are incorporated herein and attached hereto as **Exhibit "C"** and made a part hereof. A copy of certificate(s) of insurance, insurance policies and endorsements shall contain the insurer(s) written confirmation that the nature, scope, duration and amount of insurance coverage meets the requirements of this Contract and shall remain in effect for all aspects of the Work for both ongoing and completed operations. The Vendor agrees to have the Village of La Grange Park and its officers, appointed and elected officials, President and Board of Trustees, employees, volunteers, attorneys, engineers and agents (the "Village Affiliates") expressly named as additional insureds on its insurance policies, in its endorsements and on its certificates related to the operation of the Special Event for the purposes stated herein. The Village shall have the right to approve the coverage and the carrier, which approval shall not be unreasonably withheld. All Certificate(s) of Insurance, insurance policies and endorsements shall contain the following endorsement: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to the Village."

The Vendor's policy or policies of insurance shall specifically recognize and cover the indemnification obligations under this Contract. Said insurance shall provide that the insurance provided by the Vendor shall be primary to the Village's own insurance and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the Vendor's insurance. In the event of the cancellation of any insurance policy required herein, or upon the Vendor's failure to procure said insurance, the Village shall have the right to immediately terminate this Contract. The Vendor and its insurer(s) agree to waive any right of recovery of any kind, including the waiver of subrogation rights, they may have against the Village or its Affiliates because of any financial payments made to any person as a result of the indemnification / hold harmless / defense provision and the additional insured requirement under this Contract. The insurance policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Notwithstanding any provision in this Contract to the contrary, the Vendor's obligations in this Section 14 shall survive the termination of this Contract.

15. **Indemnification.** To the fullest extent permitted by Illinois law, the Vendor shall indemnify, defend and hold harmless the Village and each of its officers and officials, agents, attorneys, employees, engineers, volunteers and representatives (collectively, the "Village Affiliates") from all claims, demands, lawsuits, actions, costs (including litigation expenses and Village attorney fees) of any kind, caused by, resulting from, arising out of or occurring in connection with the Vendor's performance of the Work under this Contract, but only to the extent caused by the negligent act, misconduct or omission of the Vendor or anyone or entity directly or indirectly employed by the Vendor for whose acts Vendor may be liable.

**Waiver and Assumption of Liability.** The Vendor assumes all liability for personal injuries or illness of any kind or death that might occur to itself while acting under this Contract and waives all claims, demands, lawsuits, actions, costs (including litigation expenses and attorney fees) of any kind that could be brought or filed against the Village resulting from, arising out of or occurring in connection with the Vendor's performance of the Work under this Contract. The Vendor assumes all liability and responsibility for its personal property while performing any Work under this Contract and waives all claims, demands, lawsuits, actions, costs (including litigation expenses and attorney fees) of any kind that could be brought or filed against the Village resulting from, arising out of or occurring in connection with the Vendor's performance of the Work under this Contract. Notwithstanding any provision in this Contract to the contrary, the Vendor's obligations in this Section 15 shall survive the termination of this Contract.

**No Personal Liability.** No appointed official, agents, attorneys, employees, volunteers and representatives of the Village or any of its local government members shall be personally liable, in law or in contract, to the Vendor as the result of the execution of this Contract. Notwithstanding any provision in this Contract to the contrary, the operation of this Section 15 shall survive the termination of this Contract.

16. **Default and Termination.** This Contract is subject to termination by the Village or the Vendor upon forty-eight (48) hours prior written notice should the other Party fail to perform its obligations hereunder. The written notice of default shall specify the nature and type of default and shall be delivered to the alleged defaulting Party at the address listed below. The Party in default shall have twenty-four (24) hours within which to cure the default. In the event of any termination by the Village, the Vendor will be paid for all actual services rendered, which are accepted by the Village as being in conformance with this Contract, through the date of termination. In the event of termination of this Contract by the Village for nonperformance by the Vendor, the Village shall not be obligated to pay for any of the equipment or professional services or other related costs and expenses of the Vendor that relate to that portion of this Contract that the Vendor fails, refuses or is unable to perform or complete. In the event of default or termination for nonperformance, the Village reserves all of its legal rights and remedies to seek damages of any kind from the Vendor, and no provision limiting liability or damages found elsewhere in this Contract or in Exhibit "A" shall be valid or enforceable.

17. **Notice.** All notices required to be delivered hereunder shall be in writing and shall be deemed sufficient if: (a) personally delivered, (b) sent by facsimile, (c) sent by a nationally recognized overnight courier, or (d) sent by certified mail, return receipt requested, postage prepaid and addressed to the Parties to this Contract at the addresses set forth below or at such other addresses as may be designated by the Parties in writing. Notices personally delivered and sent by overnight courier shall be deemed delivered on the date of receipt. Notices mailed by certified mail shall be deemed received on the date of receipt or refusal to accept delivery as evidenced by the return receipt. Notices served by facsimile machine shall also require that copies of the notice and proof of transmission be sent by regular mail on the date of transmission, and notice shall be deemed received on the actual date of receipt of the facsimile.

If to Village:

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

If to Vendor:

President/Authorized Corporate Officer  
Martam Construction Inc.  
1200 Gasket Drive  
Elgin, Illinois 60120

18. **Independent Contractor.** The Vendor is retained by the Village only for the purposes and to the extent set forth in this Contract, and the Vendor's relationship to the Village shall, during the term of this Contract and period of its Work hereunder, be that of an independent contractor based on the following: (a) this Contract is a non-exclusive, independent contractor arrangement; (b) the Vendor, in its discretion, is free to set its schedule regarding the performance of the Work, provided such scheduling and performance of the Work results in the timely and efficient delivery of the Work without interruption of the Village's and its

employees' ability to perform their functions and duties; (c) the Vendor will utilize a high level of skill necessary to perform the Work; (d) the Vendor shall not be considered as having Village employee status, nor shall the Village make any deductions or withhold any sums for the payment of any and all applicable Federal, State, local and other taxes, income taxes or FICA taxes; (e) the Vendor shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village; (f) the Vendor shall file all necessary tax returns (Federal, State, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in its profession; (g) the Vendor is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the Village and agrees not to file any such claims in the event this Contract is terminated or if it or any of its employees are injured performing any Work; (h) the Vendor agrees to assume all risk of death, illness and injury relative to performing any Work under this Contract; (i) the Vendor shall provide all of its own equipment required for the performance of the Work under this Contract; (j) the Vendor shall retain the right to perform services for others during the term of this Contract so long as the Work: (i) is not inconsistent or incompatible with the Vendor's obligations under this Contract; or (ii) does not violate any provisions of this Contract; (k) the Vendor and its employees shall maintain all applicable certifications, licensure and training as required for its area of expertise and promptly provide copies of such documents upon request by the Village; (l) this Contract shall not render the Vendor, or any its employees, an employee, partner, agent of, or joint venturer with the Village for any purpose; and (m) The Vendor shall comply with the Village's Non-Harassment / Discrimination Policy, a copy of which is incorporated herein by reference.

19. **Inspections By Village.** During the term of this Contract, the Village, or its designee, shall have the right at any time and from time to time to enter upon the Project site for the purpose of conducting such inspections in order to confirm that the Work is being performed in accordance with the terms of the Contract. In the event that the Village, or its designee, discovers a noncompliance matter or a defect or deficiency in the construction of the, the Project, the Village, or its designee, shall notify the Contractor thereof in writing within five (5) calendar days. Any such inspection by the Village, or its designee, shall not be construed as a representation by the Village, or its designee, that there has been compliance with the Contract Documents, this Contract or that the Project will be or are free of faulty materials or workmanship, or as a waiver of any right that the Village, or its designee, or any other party may have against the Construction, its agents or any subcontractors or any other party for failure to comply with the Contract Documents or the provisions of this Contract.
  
20. **FOIA Compliance.** Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Contract. The Contractor acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10).

21. **Open Book Project; Audit.** The Project will be an “open book” project, and the Village and the general contractor (or contractors, if more than one) will ensure access by the Village Superintendent, or their designee, upon request for the purpose of reviewing and auditing the Contractor’s or its subcontractors’ respective books and records relating to the Project.
  
22. **Limitation on Damages.** The Contractor agrees that there shall be no limitation on the economic damages that the Village can recover from the Contractor for its breach of this Contract based on the terms and conditions set forth in the Contractor’s estimate, quote or proposal that is part of the Contract.

**Exhibit "C"**

**Certificates of Insurance**

(To be provided before work begins)

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 Resolution now on file in my Office, entitled:

**RESOLUTION NO. 26-11**

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A VENDOR CONTRACT FOR GOODS, SUPPLIES AND SERVICES TO BE ENTERED INTO WITH THE LOWEST COST, QUALIFIED AND RESPONSIVE BIDDER, MARTAM CONSTRUCTION, INC., FOR THE PERFORMANCE OF SCOTDALE STORM SEWER HEADWALL REPLACEMENT PROJECT AND THE EXPENDITURE OF SEWER FUNDS IN THE AMOUNT OF \$109,341.48 TO PAY FOR THE SERVICES**

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 24<sup>th</sup> day of February, 2026, at which meeting a quorum was present, and approved by the President of the Village of La Grange Park on the 24<sup>th</sup> day of February, 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: \_\_\_\_\_

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 24<sup>th</sup> day of February, 2026 .

\_\_\_\_\_  
Meghan M. Kooi, Village Clerk





February 12, 2026

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

Re: Scotdale Storm Sewer Headwall Replacement  
Bid Opening Results

Honorable President and Board of Trustees:

The Village received and opened bid proposals for the Scotdale Storm Sewer Headwall Replacement on February 10, 2026. This project is situated along Salt Creek in Brezina Woods, within the Village of La Grange Park. The improvements will involve removing the existing headwall and replacing it with a new precast reinforced concrete flared end section. Additionally, two sections of pipe adjacent to the headwall will be reset, along with all other necessary work related to the project.

We offer the following comments and recommendations on the bid results. Seven (7) prospective bidders obtained the bid documents, and the Village received proposals from two (2) of them. A summary of the bids received is as follows:

Martam Construction, Inc.	\$109,341.48
Unique Plumbing Co., Inc.	\$149,031.05
Engineer's Final Estimate of Cost	\$169,500.00

The lowest bid submitted for this project was from Martam Construction, Inc. of Elgin, Illinois. Martam Construction, Inc. has successfully performed similar work in other communities and has excellent references. We have reviewed their current workload and have their assurance that they will meet the completion date, provided that water elevations along Salt Creek allow. We find that Martam Construction, Inc. is well qualified to complete the work specified.

We recommend that the Village of La Grange Park award the Contract for the Scotdale Storm Sewer Headwall Replacement in the amount of One Hundred Nine Thousand Three Hundred and Forty-One Dollars and Forty-Eight Cents (\$109,341.48) to Martam Construction, Inc. of Elgin, Illinois, the lowest responsible, responsive bidder.

February 12, 2026

Page 2

We have enclosed a copy of the bid tabulation for the project. Please contact our office should you have any questions or require additional information.

Respectfully,

EDWIN HANCOCK ENGINEERING CO.

A handwritten signature in blue ink, appearing to read "Mark D. Lucas", is written over a horizontal line.

Mark D. Lucas, P.E.  
Executive Vice President

Enclosures

cc: Ms. Julia Cedillo, Village Manager  
Mr. Rick Radde, Director of Public Works

# **Finance Committee Divider**

**Robert Lautner, Chairman**

**Nick Diaferio**

**Joe Caputo**



## Village Board Agenda Memo

Date: February 24, 2026  
To: Village President & Board of Trustees  
From: Larry Noller, Finance Director  
Rick Radde, Director of Public Works  
Mark Lucas, Village Engineer  
Julia Cedillo, Village Manager   
RE: **Lead Service Line Replacement Rates**

### PURPOSE

Consider an update to the Village's ordinance establishing lead service line replacement rates.

### GENERAL BACKGROUND

Following a thorough review of rate options, the Village Board approved a plan for new fees in November 2024 to fund lead service line replacements in accordance with the State of Illinois' Lead Service Line Replacement and Notification Act. The rate plan was designed to generate sufficient revenue to fund approximately \$23.5 million in project costs over 17 years and was structured to be phased in over three years.

The first phase became effective May 1, 2025, as follows:

Account Type	Lead Replacement Rate Effective May 1, 2025
Single-family residential. Multi-family residential when each unit has a separate water meter and billing account.	\$8.40 per month
All other accounts	\$5.10 per month plus \$0.64 per 100 cubic feet of water

At the February 10 Village Board work session, the Village Engineer provided an update on the Lead Service Line Replacement program, including the federal Lead and Copper Rule Improvements requirement that may reduce the replacement timeline from 17 years to approximately 10 years.

Following the February 10 Work Session, the Village Engineer returned to the IEPA to clarify several items related to loan eligibility, funding structure, and rate sufficiency requirements under the loan program.

### IEPA LOAN STATUS AND PROJECT COST UPDATE

The Village submitted its Illinois Environmental Protection Agency (IEPA) loan application in the Fall of 2025 and anticipates confirmation of placement on the intended funding list in mid-to-late June 2026. Staff remains confident in ultimately securing loan assistance based on the experience of neighboring communities; however, final timing (when or which year), funded phases, and awarded loan amounts are not yet known.

If the Village is not included on the intended funding list in June, the application will remain on file and eligible for bypass (unused) allocation funding, with that determination typically occurring in

December 2026 or January 2027. Accordingly, the Village's eligibility for loan assistance continues even if initial placement does not occur in June.

As part of the IEPA application, the Village submitted a request for five phases of loan funding, originally estimated at approximately \$5.6 million per phase. Based on updated IEPA eligibility guidance, the estimated loan amount is now anticipated to be approximately \$3.5 million per phase. It remains uncertain how many phases may ultimately be funded or the total dollar amount that may be awarded.

Recent discussions between staff, Village Engineer Mark Lucas, and IEPA project management staff further clarified:

- Loan eligibility is limited to identified lead or galvanized service lines, currently totaling 855 services.
- This limitation reduces the total loan amount that may be requested compared to earlier planning assumptions.
- This clarification does not change the State's annual replacement requirement, which is based on a broader inventory of 1,441 lead, galvanized, or unknown services.

### **CONFLICTING MANDATES**

The Village is currently navigating two overlapping replacement mandates with different timelines:

#### State of Illinois Mandate (LSLRNA):

Between April 2027 and April 2028, the Village is required to replace 88 lead service lines annually, at an estimated cost of approximately \$1.4 million.

#### Federal Mandate (Lead and Copper Rule Improvements):

Between November 2027 and December 2028, the Village would be required to replace 144 lead service lines annually, at an estimated cost of approximately \$2.3 million.

At this time, the State has not provided clarity on how its implementation schedule will align with or interact with the federal replacement schedule. The overlapping timelines create planning and funding uncertainty, as the required number of annual replacements may increase significantly depending on how these mandates are ultimately coordinated.

### **CURRENT USE OF LEAD REPLACEMENT FUNDS**

The current \$8.40 per month residential rate generates approximately \$470,000 annually.

These funds are presently being used to support replacements in accordance with the Act and private side replacements associated with the Village's capital work, including lead service line replacements associated with the Homestead Road water project scheduled for Summer 2026. These expenditures are considered pre-program replacements funded through the Lead Service Line Replacement fund. However, these private-side replacements cannot be credited toward the State's minimum annual replacement requirement under the Act because they occur prior to both the state and federal mandate timelines.

### **RATE SUFFICIENCY AND FUNDING SCENARIOS**

#### If IEPA Loans Are Awarded

If one or more loan phases are awarded, the existing \$8.40 rate could support approximately two to three years of phased loan repayments, depending on the total loan amounts approved and timing of each funded phase.

Because IEPA loans operate on a reimbursement basis, the Village would be required to advance project costs for approximately one to two months prior to reimbursement. This short-term cash flow requirement could exceed \$1 million at certain points during construction. Staff believes this temporary funding need can be covered through existing Village reserves until reimbursements are received, although this could change in the out years depending on the number of funded phases.

*If IEPA Loans Are Not Awarded*

If the Village does not receive IEPA loan funding, the Village would need to self-fund lead service line replacements in order to remain compliant with the Act. The estimated replacement cost for the first year of full self-funded implementation is approximately \$1.3 million.

In that scenario, the current \$470,000 in annual revenue generated by the \$8.40 rate would be insufficient to meet required replacement obligations. This funding gap would necessitate a prompt adjustment to the rate structure, consistent with the phased plan adopted in November 2024, in order to generate sufficient revenue to complete required replacements.

**PROPOSED NEXT PHASE OF RATES**

The next phase of the previously adopted rate plan is proposed as follows:

<b>Account Type</b>	<b>Lead Replacement Rate Effective May 1, 2026</b>
Single-family residential. Multi-family residential when each unit has a separate water meter and billing account.	\$16.80 per month
All other accounts	\$10.20 per month plus \$1.27 per 100 cubic feet of water

**STAFF RECOMMENDATION**

Staff recommends the Village Board review and discuss the proposed ordinance. The decision before the Board is primarily one of timing relative to IEPA loan confirmation:

- ✓ If IEPA loan funding is awarded in June, the current \$8.40 rate will be sufficient to support the early years of phased loan repayment, with short-term reimbursement cash flow manageable through existing reserves.
- ✓ If loan funding is not awarded, the Village would need to move quickly to adjust rates to generate sufficient revenue, approximately \$1.3 million in the first year, to meet statutory replacement requirements.

Accordingly, the Village Board may consider postponing implementation of the next phase of rates until IEPA loan funding status is known in June or July 2026. This approach allows the Village to base any rate adjustment on confirmed financing outcomes while preserving the ability to act promptly if loans are not awarded.

Public Works staff has prepared a brief PowerPoint presentation summarizing the key components of the program, funding structure, and regulatory requirements to assist the Board's discussion.

**ACTION REQUESTED**

If the Village Board concurs, one of the following motions may be considered at the February 24 Village Board Meeting:

**Motion:**

***Motion to approve an Ordinance Amending Section 51.43 (Rates Established) of Chapter 51 (Water) of Title V (Public Works) of the Municipal Code of La Grange Park for the Purpose of Establishing Lead Service Line Replacement Rates Effective May 1, 2026.***

**Alternative Motion (Optional):**

***Motion to postpone consideration of the ordinance establishing Lead Service Line Replacement rates until June/July 2026, pending confirmation of the Village's placement on the Illinois Environmental Protection Agency intended funding list.***

**DOCUMENTATION**

- Proposed ordinance
- Previous agenda memo dated February 10, 2026
- Memo from Village Engineer

**ORDINANCE NO. 1296**

**AN ORDINANCE AMENDING SECTION 51.43 (RATES ESTABLISHED)  
OF CHAPTER 51 (WATER) OF TITLE V (PUBLIC WORKS) OF THE MUNICIPAL CODE OF  
LA GRANGE PARK FOR THE PURPOSE OF ESTABLISHING LEAD SERVICE LINE  
REPLACEMENT RATES EFFECTIVE MAY 1, 2026**

**WHEREAS**, the Village of La Grange Park operates and maintains a municipal water system to provide potable water to all users connected to said water system; and

**WHEREAS**, the President and the Board of Trustees of the Village of La Grange Park, Cook County, Illinois (the "Village Board") have determined that increases to the lead service line replacement rates are necessary to provide for the continued operations and infrastructure requirements of the Village's water system, and, therefore, desire to make certain amendment to Section 51.43 (Rates Established) of Chapter 51 (Water) of Title V (Public Works) of the La Grange Park Municipal Code (the "Municipal Code") and to implement such rates increases effective as of May 1, 2026 (the "Code Amendments"); and

**WHEREAS**, at open public meetings held on February 10, 2026 and February 24, 2026, the Village President and Board of Trustees of the Village reviewed and discussed the Code Amendments, and received input from the Village staff and provided an opportunity for public input relative to the Code Amendments; and

**WHEREAS**, pursuant to the statutory authority and constitutional powers granted to the Village of La Grange Park, as a non-home rule Illinois municipality, by the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), and Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) of the Constitution of the State of Illinois of 1970, the President and Board of Trustees of the Village of La Grange Park find that the approval of the below Code Amendments 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 VILLAGE 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: Code Amendments.** Paragraph (B) (1) of Section 51.43 (Rates Established) of Chapter 51 (Water) of Title V (Public Works) of the Municipal Code shall be amended to read in its entirety as follows:

"The lead service line replacement rate which shall be paid by all users of the Village water system shall be as follows:

<b>Account Type</b>	<b>Rate Effective May 1, 2025</b>
Single-family residential. Multi-family residential when each unit has a separate water meter and billing account.	\$8.40 per month
All other accounts	\$5.10 per month plus \$0.64 per 100 cubic feet of water

<b>Account Type</b>	<b>Rate Effective May 1, 2026</b>
Single-family residential. Multi-family residential when each unit has a separate water meter and billing account.	\$16.80 per month
All other accounts	\$10.20 per month plus \$1.27 per 100 cubic feet of water

Lead service line replacement charges shall be increased by 10% if payment is received after the due date.”

**SECTION 3: Codifier to Make All Necessary Internal Amendments.** To the extent necessary, all tables of contents, indexes, headings, text and internal references or cross-references to sections that need to be amended or deleted within the Municipal Code as a consequence of the above Municipal Code amendments, shall be amended by the Village’s codifier so as to be consistent with the terms of this Ordinance.

**SECTION 4: Repeal of Conflicting Provisions; Severability; Validity of Non-Conflicting Legislation.** All ordinances or parts of ordinances in conflict herewith this Ordinance are hereby 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. Except as to the Village Code amendments set forth above in this Ordinance, all Chapters and Sections of the La Grange Park Municipal Code, as amended, shall remain in full force and effect.

**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 \_\_\_\_ day of \_\_\_\_, 2026, pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

**APPROVED** by the Village President this \_\_\_\_ day of \_\_\_\_\_, 2026, and attested by the Village Clerk on the same date.

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

**ATTEST:**

\_\_\_\_\_  
Meghan M. Kooi, Village Clerk

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

\_\_\_\_\_  
Meghan M. Kooi, Village Clerk

APPROVED AS TO FORM BY: Village Attorney Michael T. Jurusik on \_\_\_\_\_, 2026.





## Village Board Agenda Memo

Date: February 10, 2026  
To: Village President & Board of Trustees  
From: Larry Noller, Finance Director  
Julia Cedillo, Village Manager  
RE: Lead Service Line Replacement Rates

### PURPOSE

Consider an ordinance establishing lead service line replacement rates effective May 1, 2026.

### GENERAL BACKGROUND

Following a thorough review of rate options, the Village Board approved a plan for new fees in November 2024 to fund lead service line replacements in accordance with the State of Illinois' Lead Service Line Replacement and Notification Act. The rate plan was designed to generate sufficient revenue to fund \$23.5 million in project costs over 17 years and would be phased in over three years. The first phase was effective May 1, 2025 as follows:

Account Type	Rate Effective May 1, 2025
Single-family residential. Multi-family residential when each unit has a separate water meter and billing account.	\$8.40 per month
All other accounts	\$5.10 per month plus \$0.64 per 100 cubic feet of water

The Village Engineer will provide the Village Board with an update on the lead service line replacement program, including the Federal requirement that would require reducing the replacement schedule from 17 years to 10 years. The Village Engineer's recommendation is that the Village consider implementing the next phase of the rate plan.

The next phase for the rate plan is proposed as follows:

Account Type	Rate Effective May 1, 2026
Single-family residential. Multi-family residential when each unit has a separate water meter and billing account.	\$16.80 per month
All other accounts	\$10.20 per month plus \$1.27 per 100 cubic feet of water

**STAFF RECOMMENDATION**

Staff recommends the Village Board review and discuss the proposed ordinance at the February 10<sup>th</sup> work session.

**ACTION REQUESTED**

This item is for discussion only. If the Village Board concurs, the following motion will be included on the February 24<sup>th</sup> meeting agenda.

***Motion to approve An Ordinance Amending Section 51.43 (Rates Established) Of Chapter 51 (Water) Of Title V (Public Works) Of The Municipal Code Of La Grange Park For The Purpose Of Establishing Lead Service Line Replacement Rates Effective May 1, 2026***

**DOCUMENTATION**

- Proposed ordinance
- Memo from Village Engineer



# MEMO

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Date: January 30, 2026

To: Julia Cedillo, Village Manager, Village of La Grange Park  
 Rick Radde, Director of Public Works  
 Larry Noller, Director of Finance

From: Mark D. Lucas, P.E., Executive Vice President

Re: La Grange Park - Lead Service Line Replacement Rate  
 2026 Adjustments

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This memorandum provides an update regarding the Lead Service Line Replacement (LSLR) Rate, which was discussed throughout 2024. Our office presented several options for the water rate necessary to sustain the LSLR program, enabling the village to meet the state-mandated replacement of approximately 1,460 water services in the system. The rate was based on state law requiring the village to replace 6% of these services annually, starting in 2027, which results in a 17-year replacement schedule. Based on earlier estimates, this will require replacing at least 87 services per year, with an annual cost of \$1,411,000.

The Village Board diligently reviewed multiple options for a water rate that would not only fund the replacement of lead service lines but also consider the impact on residents and businesses. A tiered approach was selected: single-family and multi-family homes with individual meters will be billed a flat monthly rate, while all other properties will be billed under a hybrid rate that combines a flat rate with a water usage rate. The Village also discussed the possibility of gradually increasing the rate over three years. The following plan was discussed for implementing the water rate:

Account Type	Total Rate Needed	2025 Adopted Rate	2026 Projected Rate	2027 Projected Rate
Single Family Residential, and Multifamily, when each unit has a separate meter and billing account	\$25.20/mos.	\$8.40/mos.	\$16.80/mos.	\$25.20/mos.
All Other Account	\$15.30/mos. plus \$1.90 per 100 cuft of water	\$5.10/mos. plus \$0.64 per100 cuft of water	\$10.20 per month plus \$1.27 per100 cuft of water	\$15.30 per month plus \$1.90 per100 cuft of water

As discussed during the implementation of the LSLR Rate in 2024, the USEPA had just announced a Final Rule requiring the replacement of lead service lines to be completed within 10 years. It is important to note that while there is an option for a deferred timeline, the village currently falls below the system threshold of 39 known lead service lines per 1,000 services, which would allow for such an extension, even if all unknown services are determined to require replacement. The first year of implementation is set to begin on November 1, 2027, and will continue until December 31, 2028. Subsequent years will follow a calendar-year schedule.

The proposed change will significantly increase the number of services requiring replacement in a given year, affecting the Lead Service Line Replacement (LSLR) Rate. Based on a straightforward projection, the final cost is expected to be 67% higher than previously discussed, resulting in an annual revenue requirement of \$2,353,000. Consequently, the full LSLR Rate would require adjusting the Single-Family Flat Rate to \$42.09 per month and setting the hybrid rate for other users at \$25.51 per month, plus an additional charge of \$3.17 for every 100-cuft of water used.

The Village is also pursuing additional options to complete and fund the project, which would reduce the LSLR Rate. The Village's Project Plan submitted to the Illinois Environmental Protection Agency (IEPA) for a loan is nearing approval, which could extend the repayment period to 30 years, thereby lowering the required water rate. While an approved Project Plan is a prerequisite for consideration of a water loan, it does not guarantee funding. Many factors influence whether a village receives a loan, including its score ranking relative to other communities applying for loans, and whether all selected communities in a given year proceed with their loans or decline them in full or in part. Declined funds are then made available to lower-ranked communities that wish to proceed based on the By-Pass process. The Village has also received assistance through grants to address certain services and will continue to seek out those opportunities. Additionally, as recently discussed, there is potential to complete the work with an expanded Village staff; however, this option requires further evaluation of initial startup costs and staffing implications. The advantage of this alternative is that it would only necessitate a minor adjustment to the initially proposed rate structure to support the program.

Based on the above, we recommend that in 2026, the Village consider implementing the original plan to adjust the LSLR Rate to the "2026 Projected Rate" outlined in the table above, as discussed in November 2024.

## **Items of Interest Divider**

# VILLAGE OF LA GRANGE PARK

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

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## Annual Schedule of Regular Meeting Dates for 2026

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	<b>7:15 p.m.</b>	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