

Village of Indian Head Park
201 Acacia Drive
Indian Head Park, IL 60525
Board Meeting - Notice and Agenda
7:30 p.m. – March 10, 2016

- I) CALL TO ORDER & ROLL CALL
- II) PLEDGE OF ALLEGIANCE
- III) MAYOR’S REPORT –Honoring Sgt. Novak on his retirement

- IV) CONSENT AGENDA-Vote to establish (must be unanimous), then a vote on the Consent Agenda.
(All items are considered to be routine by the Village Board and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or member of the public so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. The purpose of this is to consolidate and approve several routine administrative items into one motion.)

A. APPROVAL OF BOARD MEETING MINUTES

- Go To I. Revised January 14, 2016 Regular Meeting
- Go To II. February 11, 2016 Regular Meeting

- Go To B. APPROVAL OF PAYABLES FOR THE PERIOD ENDING FEBRUARY 29, 2016, in the amount of \$267,198.61 (Trustee Metz)

C. APPROVAL OF FINANCIAL REPORT - Month Ending 2/29/2016 (Treasurer Garcia) to be distributed

D. Reappointment of Robert Tantillo to the Planning and Zoning Commission for a three (3) year term ending March 10, 2019

- V) AUDIENCE COMMENTS

VI) NEW BUSINESS

A. SEASPAR Presentation (Trustee O’Laughlin)

- Go To B. Ordinance 2016-04 Mutual Aide Agreement (Trustee Wittenberg)

C. Ordinance 2016-06 Waive of Bid Requirements Award of Bid-Well #3 Repair (Trustee Mann)

- Go To Go To D. Ordinance 2016-07 Dissolving the E9-1-1 Board (Trustee Wittenberg)

Go To E. Ordinance 2016-08 Comprehensive Plan Approval (Trustee Farrell-Mayer)

F. Town Hall Meeting- Budget Discussion- Initial Presentation (Trustee Metz)

VII) REPORTS

A. Trustees

- i. Parade Update- Trustee O’Laughlin
- ii. Website Update- Trustee Lopez
- iii. Refuse Pickup (Trustee Mann)

- Go To
- B. Village Clerk
 - C. Village Treasurer
 - D. Village Attorney
 - E. Village Administrator
 - F. Department Head Reports
 - i. Public Works
 - 1. Water Quality in the Village
 - ii. Police Department

VIII) EXECUTIVE SESSION-Personnel per ILCS 120 SECTION 2(c)(1) and Litigation per ILCS 120 SECTION 2(c)(11)

IX) NEXT MEETING DATE & ADJOURNMENT

To: Mayor Hinshaw and Board of Trustees
From: John J. DuRocher, Village Administrator
Subject: March Board Meeting Agenda and Report
Date: March 4, 2016

Please find attached the Agenda and Board packet for the upcoming meeting.

If there is any item of business requiring deeper analysis, I will have a separate memo immediately following this report.

Please note that the page immediately following this document, I am attaching a motion "cheat sheet".

1. Mayor's Report
One key item will be the retirement of Sgt. Curt Novak
2. Consent Agenda Items
 - a. Approval of Minutes. Attached.
 - b. Approval of Warrants-The specific warrant list and the budget report will go out on Monday. Attached is the bank account ending balances for the month ending February 29, 2016.
 - c. Re-appointment of Robert Tantillo to the Planning and Zoning Commission. This is a Mayoral appointment on the advice and consent of the Board.
3. New Business
 - a. SEASPAR will be making a presentation. The Village levies a special tax (this year \$25,000) as part of its property tax levy.
 - b. Attached is an updated mutual aid agreement for the Police department. It is in ordinance format. This is a housekeeping item and its approval is recommended. A roll call vote is requested.
 - c. Included in this year's budget is the repair of well#3 (the Village's only well for potable water). The work to be performed is very specialized and there is really only one firm in the area that can do the work and that is Layne Christensen. As the work is expected to be over \$20,000 we are required by law to bid the project unless the Board on a 2/3 majority vote, votes to waive the bidding requirement which staff is requesting. The attached ordinance authorizes

the waiving of the bids and awarding the contract. Because there is so much unknown with the repair, I am recommending capping the work at \$40,000. If the work needed goes beyond that we can visit it at that time. Please note that this is our primary emergency source of water should the Village lose its connection with Countryside. Staff recommends its approval.

Again, this ordinance must be passed with at least four votes. The Mayor does not vote on this.

d. Ordinance 2016-07 Dissolving the 9-1-1 Board

This is essentially a housekeeping option. The State is requiring the consolidation of emergency dispatch centers (we already joined southwest Central Dispatch) and associated E9-1-1 boards. Since all of our E9-1-1 revenue is passed along to the Southwest Central Dispatch E9-1-1 system, this ordinance is revenue neutral to the Village.

Staff recommends its approval.

- e. Attached is the ordinance approving the approval of the comprehensive plan as recommended by the Planning and Zoning Commission. (Also attached is the document itself.)
- f. Executive Session. I would like to go to closed session to discuss personnel and litigation related matter. Please refer to a separate memo regarding this.
- g. Town Hall Meeting. The Finance Committee will be presenting the first draft of the 2016-2017 Budget. Although the budget itself will go out Monday, I can tell you that the budget is balanced and that we will have money to do \$200,000 in capital repairs in the general fund. At the end of the Board meeting I will be requesting going to closed session to discuss the overall compensation plan for the Village's employees.

VILLAGE OF INDIAN HEAD PARK, ILLINOIS
201 Acacia Drive
Indian Head Park, Illinois 60525

BOARD OF TRUSTEES
OPEN SESSION MINUTES
January 14, 2016

“Pursuant to 5 ILCS 120/2.06(3) minutes of the public meetings shall include, but need not be limited to a general description of all matters proposed, discussed, or decided and a record of the votes taken.”

CALL TO ORDER: Mayor Tom Hinshaw

The regular meeting of the Village of Indian Head Park Board of Trustees was held on Thursday, January 14, 2016 at the Municipal Facility, 201 Acacia Drive and was convened at 7:31 p.m. by Mayor Hinshaw.

ROLL CALL: Laurie Scheer, Village Clerk

PRESENT (and constituting a quorum):

Trustee Wittenberg
Trustee Farrell Mayer
Trustee Mann
Trustee Lopez

ABSENT:

Trustee O’Laughlin
Trustee Metz
Mary Crowley, Building & Zoning/Administration
Erica Stewart, Director of Finance/Administration

ALSO PRESENT:

John DuRocher, Village Administrator
Maureen Garcia, Treasurer
Patrick Brankin, Counsel, Schain, Banks, Kenny & Schwartz
Ray Leuser, Interim Chief of Police
Edward Santen, Public Works Superintendent

RESIDENTS - 6

PLEDGE OF ALLEGIANCE recited

MAYOR’S REPORT:

Our condolences, thoughts and prayers are extended to the Family of Daniel Kalinoski.

Thank you to Trustees Farrell-Mayer and Wittenberg along with Village Resident Bob Bersin and everyone who helped work on the most recent Smoke Signals.

The Board, Village Administrator DuRocher Mayor Hinshaw have been working on Mr. DuRocher's 2016 goals and his evaluation. Setting goals and evaluating the Village Administrator has not been a policy or practice of the Village for a long time. A staff and Board evaluation will also be taking place in the upcoming months to see how we can serve the Village better. Work on a Strategic Plan will be beginning to take place. Also, Mr. Schermerhorn, Chair of the Planning & Zoning Committee, is here tonight to update us on the Village's Comprehensive Plan. Another area the Board is actively working on is the economic development within the Village. To date, the Village does not have a Capital Plan, but we have started to work on the Plan. Projects that would be included in that plan for example would be roads not worked on in 2015, Village infrastructure and building maintenance.

This Board believes in being open and transparent. The Board has worked well together as well as with in collaboration with Residents, Staff, Committees and our professional services. The Board, Clerk and Treasurer all volunteer their time and energy to improve the Village.

We would like your feedback and thank you for your support.

MOTION TO ACCEPT ITEMS A THROUGH C ON THE CONSENT AGENDA AS PRESENTED:

Motion to Accept Items A through C on the Consent Agenda as printed [A. (I) Approval of November 18, 2015 Special Board Meeting Minutes, (II) Approval of December 3, 2015 Special Meeting Minutes, and (III) December 10, 2015 Regular Meeting Minutes; B. Approval of Payables for the Period Ending December 31, 2015 in the amount of \$629,975.06; C. Approval of Financial Report for Month Ending December 31, 2015]. Trustee Lopez moved, seconded by Trustee Mann. Motion carried by voice vote 4-0-0. (Trustees Farrell-Mayer, Wittenberg, Mann and Lopez voted yes; Trustees Metz and O'Laughlin absent)

MOTION TO ACCEPT ITEMS A THROUGH C ON THE CONSENT AGENDA AS PRESENTED:

Motion to Approve Items A through C on the Consent Agenda as printed [A. (I) Approval of November 18, 2015 Special Board Meeting Minutes, (II) Approval of December 3, 2015 Special Meeting Minutes, and (III) December 10, 2015 Regular Meeting Minutes; B. Approval of Payables for the Period Ending December 31, 2015 in the amount of \$629,975.06; C. Approval of Financial Report for Month Ending December 31, 2015]. Trustee Farrell-Mayer moved, seconded by Trustee Wittenberg. Motion carried by roll call vote 4-0-0. (Trustees Farrell-Mayer, Wittenberg, Mann and Lopez voted yes; Trustees Metz and O'Laughlin absent)

AUDIENCE COMMENTS: None

BUSINESS AGENDA ITEMS:

- A. Planning & Zoning Commission presentation of recommended revisions to the Comprehensive Plan – Trustee Farrell-Mayer. At the last Planning & Zoning Commission meeting which took place on January 7, 2016 the Plan was reviewed and changes were made to the Plan. Mr. Schermerhorn, Chair of the Planning & Zoning Committee, is here

tonight to discuss the changes. The purpose of the Comprehensive Plan is to outline the Village and area. The document was not written by this Committee, however, it was reviewed, updated and edited. **Motion to Receive the Comprehensive Plan for Review.** Trustee Farrell Mayer moved, seconded by Trustee Wittenberg. Motion carried by voice vote (4-0-0). (Trustees Metz and O'Laughlin absent)

B. Website Development Agreement – Trustee Lopez. After many months of research, we are recommending a vendor that specializes in municipal websites. **Motion Accept the Proposal from Civic Plus in an Amount Not to Exceed \$33,956 to be Paid Over Four (4) Years for Preparation and Development of a Website for the Village of Indian Head Park in Accordance with Their Proposal Dated 12/17/2015 and Accept Ordinance 2016-01.** Trustee Lopez moved, seconded by Trustee Wittenberg. Motion carried by roll call vote 4-0-0. (Trustees Farrell-Mayer, Wittenberg, Mann and Lopez voted yes; Trustees Metz and O'Laughlin absent)

C. Engineering Services Task Order 2016-01 – Trustee Mann. The MWRD and the USEPA have mandated that more attention be paid to the sewer systems that feed into the MWRD system. The first ordinance is for the engineering requirement to inspect all the manholes and needs to be completed in the next year. The cost projected is \$19,600. **Motion to Accept the Engineering Services Task Order 2016-01 in the Amount of \$19,600.** Trustee Mann moved and seconded by Trustee Lopez. Motion carried by roll call vote 4-0-0. (Trustees Farrell-Mayer, Wittenberg, Mann and Lopez voted yes; Trustees Metz and O'Laughlin absent)

D. Engineering Services Task Order 2016-02 – Trustee Mann. This request is to keep track of the manhole Geographic Information System (GIS) collected regarding the overall sewer system which is required by the MWRD. This request exceeds the budgeted amount. **Motion to Approve the Engineering Services Task Order 2016-02 in the Amount of \$37,000.** Trustee Mann moved, seconded by Trustee Wittenberg. Motion carried by roll call vote 4-0-0. (Trustees Farrell-Mayer, Wittenberg, Mann and Lopez voted yes; Trustees Metz and O'Laughlin absent)

E. Selection of Auditor/Professional Services Agreement – Mr. DuRocher. The Village requested proposals for professional services for the annual audit. This document shows the public we are being stewards of their money and we are using good practices. The recommendation after all proposals received is Sikich. **Motion to Approve Resolution R-1-16-01.** Trustee Farrell-Mayer moved, seconded by Trustee Lopez 4-0-0. (Trustees Farrell-Mayer, Wittenberg, Mann and Lopez voted yes; Trustees Metz and O'Laughlin absent)

F. Adjournment of Regular Board Meeting to enter an Public Hearing regarding the Village Acceptance of Credit Card Payments. **Motion to Adjourn Regular Scheduled Board Meeting and Enter Public Hearing** moved by Trustee Lopez, seconded by Trustee Mann. Motion carried by voice vote. (Trustees Metz and O'Laughlin absent)

- G. Trustees in Attendance: Mann, Lopez, Wittenberg, and Farrell-Mayer. Trustees Metz and O’Laughlin Absent. Also present: Mayor Hinshaw, Village Clerk Scheer, Treasurer Garcia, Village Administrator DuRocher and Patrick Brankin, Village Counsel. State Law requires the Board to hold a public hearing, which has been published in the local paper, regarding the acceptance of credit card payments and changing credit card vendors from the State of Illinois World Data Systems to the Bank of Countryside. The fee will be slightly less and the monies will be deposited directly into our accounts opposed to going to the State of Illinois then paid to the Village.
- H. **Motion to Close the Public Hearing on Credit Card Acceptance.** Moved by Trustee Farrell-Mayer, seconded by Trustee Wittenberg. Motion carried by voice vote. (Trustees Metz and O’Laughlin absent)
- I. **Return to Regular Scheduled Board Meeting.** Trustees in Attendance: Mann, Lopez, Wittenberg, and Farrell-Mayer. Trustees Metz and O’Laughlin Absent. Also present: Mayor Hinshaw, Village Clerk Scheer, Treasurer Garcia, Village Administrator DuRocher and Patrick Brankin, Village Counsel.
- J. **Motion to Accept Ordinance 2016-02 a Merchant Services Agreement with the Bank of Countryside/World Data Systems for the Provision of Credit Card Services for the Village of Indian Head Park.** Moved by Trustee Farrell-Mayer, seconded by Trustee Wittenberg. Motion carried by roll call vote 4-0-0. (Trustees Farrell-Mayer, Wittenberg, Mann and Lopez voted yes; Trustees Metz and O’Laughlin absent)
- K. Finance Committee Resident Appointments – Mayor Hinshaw. The Village is looking for residents to serve on the finance committee. If you are interested, please contact Trustees Metz or O’Laughlin, Mr. DuRocher or Mayor Hinshaw.

TRUSTEE UPDATES/REPORTS:

Trustee Lopez *Communications/Special Projects* - A couple of residents have shown interest in working with the Special Projects Committee to implement our new website. A meeting is set up between CivicPlus and our website project team to kickoff the project and gather feedback for the website design.

Trustee Mann *Public Works* – A meeting is scheduled regarding garbage disposal/bags on the streets.

Trustee O’Laughlin *Parks and Recreation/Finance/Police/911* (*absent report read by Mayor Hinshaw*) The Finance Committee is looking for two resident volunteers. A meeting was held with the Pleasantdale Park District to discuss the possibility of expanding the Park District to all of Indian Head Park. Approximately 20% of the Village is part of the Pleasantdale Park District. There hasn’t been any movement on the future of the Heritage Center. A possibility is to sell the Heritage Center and use the proceeds to enter into a library network. A St. Patrick’s Day Parade will be held in Countryside. Trustee O’Laughlin has the honor of being this year’s Grand Marshall.

Trustee Wittenberg *Police Department/911/Economic Development/Planning & Zoning* – Santa visited the Village on December 19th. There was a great resident turn out. There were residents who are interested in volunteering to help next year. The Easter Egg Hunt planning will begin soon.

Trustee Farrell-Mayer *Communications/Planning & Zoning* – The Smoke Signals went out this month. Thank you to all who helped. A lot of work went into getting a complete address list of the Village. Some of our residents were not receiving the mailing. We are still looking for more residents to help with the Smoke Signals.

TREASURER’S REPORT: *Maureen Garcia*

No Report

ATTORNEY REPORT: *Patrick Brankin*

Weekly meetings with Village Administrator DuRocher have been very productive and will continue for the foreseeable future.

ADMINISTRATOR REPORT:

Mr. DuRocher – Water meter replacement program is out for bids. All bids are due by January 29, 2015.

STAFF REPORTS:

Ed Santen *Public Works* – The new truck has arrived. It is in the shop for a pollution issue. A couple of our trucks broke down. The City of Countryside was very gracious to offer to help. Snow operations are going smoothly using outside help. Salt supply is sufficient for the remainder of the season.

There have been a couple of water main breaks and repairs have been completed. The water survey from ATS has been completed, and three leaks have been found. Repair of the leaks has been scheduled.

The brass fittings for the Wilshire Green meters are on order.

Interim Chief Leuser *Police Department* – There have been some employment changes in the department. We have officers currently working on researching grants to help find money for the department. We have also be reviewing our costs, and how to save money.

ADJOURNMENT:

Village of Indian Head Park, Illinois

January 14, 2016 Regular Open Session Board Meeting

There being no further discussion, Trustee Mann moved, seconded by Trustee O'Laughlin, to adjourn the Village Board of Trustees meeting at 8:28 p.m. Motion carried by voice vote 4-0-0. (Trustees Metz and O'Laughlin absent)

Submitted by Laurie Scheer, Village Clerk

VILLAGE OF INDIAN HEAD PARK, ILLINOIS
201 Acacia Drive
Indian Head Park, Illinois 60525

BOARD OF TRUSTEES
OPEN SESSION MINUTES

February 11, 2016

“Pursuant to 5 ILCS 120/2.06(3) minutes of the public meetings shall include, but need not be limited to a general description of all matters proposed, discussed, or decided and a record of the votes taken.”

CALL TO ORDER: Mayor Tom Hinshaw

The regular meeting of the Village of Indian Head Park Board of Trustees was held on Thursday, February 11, 2016 at the Municipal Facility, 201 Acacia Drive and was convened at 7:30 p.m. by Mayor Hinshaw.

ROLL CALL: Laurie Scheer, Village Clerk

PRESENT (and constituting a quorum):

Trustee Wittenberg
Trustee Farrell Mayer
Trustee Mann
Trustee Metz
Trustee O’Laughlin

ABSENT:

Trustee Lopez
Mary Crowley, Building & Zoning/Administration
Erica Stewart, Director of Finance/Administration

ALSO PRESENT:

John DuRocher, Village Administrator
Maureen Garcia, Treasurer
Patrick Brankin, Counsel, Schain, Banks, Kenny & Schwartz
Ray Leuser, Interim Chief of Police
Edward Santen, Public Works Superintendent

RESIDENTS - 8

PLEDGE OF ALLEGIANCE recited

MAYOR’S REPORT:

I-294 will be hosting a community meeting. Discussions will involve improvements from 95th Street to Balmoral that will begin in 2020. Information can be found online.

If anyone is interested in volunteering for the Communications Committee, please contact Trustee Farrell-Mayer or Trustee Lopez.

Residents receiving their water service through Indian Head Park will be receiving a letter outlining the water meter program.

MOTION TO TABLE ITEM A (January 14, 2016 Regular Meeting Minutes) and ITEM C (Financial Report Month Ending 1/31/16); and MOTION TO APPROVE ITEM B PAYABLES FOR THE PERIOD ENDING JANUARY 31, 2016 AS PRESENTED: moved by Trustee Farrell-Mayer, seconded by Trustee Wittenberg. Motion carried by voice vote 5-0-0. (Trustees Farrell-Mayer, Metz, Wittenberg, O’Laughlin and Mann present; Trustee Lopez absent)

AUDIENCE COMMENTS: Mr. Schermerhorn asked what the amount is for the payables month ending January 31, 2016 since it was not listed on the Agenda. Amount \$531,010.01

BUSINESS AGENDA ITEMS:

- A. Appointment of Residents to the Finance Committee – Trustee Metz. **Motion to Approve the Appointment of Residents John Corcoran, Shirley Yang, and Charlie Eck for a term of one year.** (Trustees Metz, Trustee O’Laughlin, Village Administrator John DuRocher, Village Trustee Garcia and Erica Stewart, Director of Finance, will also be on the committee). There will be a public town hall meeting regarding the Village Budget. Motion made by Trustee Wittenberg, seconded by Trustee Mann. Motion carried by roll call vote 5-0-0. (Trustees Wittenberg, Mann, Metz, O’Laughlin, and Farrell-Mayer voted yes; Trustee Lopez absent). Mayor Hinshaw appointed Erica Stewart, Director of Finance, as the Secretary to the Finance Committee
- B. Intergovernmental Agreement Library Services with McCook Public Library District Ordinance 2016-03 – Trustee O’Laughlin. **Motion to Accept Ordinance 2016-03 (an Ordinance Approving and Authorizing the Execution of an Agreement Between the Village of Indian Head Park, Illinois and McCook Public Library District for Access to Library Services by the Residents of the Village of Indian Head Park).** Trustee O’Laughlin moved, seconded by Trustee Farrell-Mayer. Motion carried by roll call vote 5-0-0. (Trustees O’Laughlin, Farrell-Mayer, Wittenberg, Mann and Metz voted yes; Trustee Lopez absent)
- C. **St. Patrick’s Day Parade** – Trustee O’Laughlin. The City of Countryside will be hosting its inaugural St. Patrick’s Day parade on March 5, 2016 at 1:00 p.m. The route will begin at Brainard and Kensington Park and end at 55th and Edgewood Avenue. The parade’s beneficiary this year is the Kelli Joy O’Laughlin Memorial Foundation. The Village of Indian Head Park will be participating in the parade.

- D. **Mutual Aide Agreement** – Trustee Wittenberg moved to table the Ordinance until the March, 2016 meeting, seconded by Trustee O’Laughlin. Motion carried by voice vote. (Trustee Wittenberg, O’Laughlin, Mann, Metz and Farrell-Mayer present; Trustee Lopez Absent).
- E. **Award of Bid Water Meter Replacement Program** – Trustee Mann. **Motion to Accept Ordinance 2016-05 (an Ordinance Accepting the Bid and Awarding the Contract and Authorizing the Issuance and Notice of Award for the Water Meter Replacement Program for the Village of Indian Head Park, Illinois to Midwest Meter)**. Moved by Trustee Mann, seconded by Trustee Farrell-Mayer. Motion carried by roll call vote 5-0-0. (Trustees Mann, Farrell-Mayer, Metz, Wittenberg, O’Laughlin voted yes; Trustee Lopez absent),
- F. **Village of Indian Head Park Comprehensive Plan – Motion to Table the Comprehensive Plan until March, 2016 Meeting**. Moved by Trustee Mann, seconded by Trustee Farrell-Mayer. Motion carried by voice vote (Trustees Mann, Farrell-Mayer, Metz, Wittenberg and O’Laughlin present; Trustee Lopez absent).

TRUSTEE UPDATES/REPORTS:

Trustee Mann *Public Works* – The new plow is back has been fixed and is back in service.

Trustee O’Laughlin *Parks and Recreation/Finance/Police/911* – Susan Friend from Seaspar will be attending the March, 2016 meeting to give a short presentation on Seaspar and answer any questions residents may have regarding the program.

Trustee Wittenberg *Police Department/911/Economic Development/Planning & Zoning* – Annual Indian Head Park Easter Egg Hunt will take place on March 26, 2016. Information will be available in the Village website and at the March, 2016 meeting

Trustee Farrell-Mayer *Communications/Planning & Zoning* – On January 26, 2016 there was a Communications Committee Meeting. There are two resident volunteers that will be helping out the committee. Work on the new Village website has started. Trustee Lopez is asking Village Residents for any photographs they may have from Village events to share on the site.

The February Planning and Zoning Committee meeting was cancelled.

TREASURER’S REPORT: *Maureen Garcia*

Review of the bank reconciliations has begun.

ATTORNEY REPORT: *Patrick Brankin*

No report for open session.

ADMINISTRATOR REPORT:

Mr. DuRocher – Trustee Lopez provided an update on the Village website committee. There are four residents who have joined the committee. The timeframe to have the Village Website fully implemented is by the end of July.

STAFF REPORTS:

Ed Santen *Public Works* – There have been eight water main breaks in the past two months. Some of the breaks were identified before the water surfaced by ATS (leak locating company). Once the final report is provided by ATS it will be submitted to the Engineering Firm for review.

Sanitary Manhole Inspections will begin on February 24, 2016.

Interim Chief Leuser *Police Department* – No report.

Motion to Close Open Session and Enter into Closed Session Pursuant to Illinois Statutes to Discuss the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Employees of the Public Body or Legal Counsel of the Public Body Specifically ILCS 120 Section 2(c)(1) and ILCS 120 Section 2(c)(11) at 8:20 p.m. moved by Trustee Mann, seconded by Trustee Metz. Motion carried by roll call 5-0-0. (Trustees Mann, Metz, Wittenberg, Farrell-Mayer, and O’Laughlin voted yes; Trustee Lopez absent).

Motion to Adjourn the Regular Meeting at 9:15 p.m. moved by Trustee Farrell-Mayer, seconded by Trustee Mann. Motion carried by voice vote (Trustees Farrell-Mayer, Mann, O’Laughlin, Wittenberg and Metz present; Trustee Lopez Absent).

Submitted by Laurie Scheer, Village Clerk

February 2016 WARRANTS

NAME	DATE	ACCT #	AMOUNT
ACH WITHDRAWALS			
IPBC		6236	\$19,013.56
GUARDIAN DENTAL		2013	\$811.80
IMRF		6237	\$19,936.99
STATE BANK OF COUNTRYSIDE		6247	\$60.00
NSF FEES		6247	\$0.00
TRANSFER FEE			\$0.00
WIRE TRANSFER FEE			\$0.00
CREDIT CARD PAYMENT-CHASE			\$252.30
ICMA 457K		2200	\$0.00
PAYCHEX, INC.		6252	\$104.50
PAYCHEX, INC.		2012	\$86.50
PAYCHEX, INC.		6252	\$429.73
SERIES 2009 BOND PAYMENT			\$0.00
SERIES 2014 BOND PAYMENT			\$0.00
TOTAL ACH DEBITS			\$40,695.38
MANUALLY ENTERED CHECKS			\$0.00
TOTAL MANUALLY ENTERED CHECKS			\$0.00
CHECK RUNS (SEE ATTACHED FOR DETAIL)			
			\$0.00
	2/25/2016	25-Feb	\$119,492.80
			\$0.00
TOTAL CHECK RUNS			\$119,492.80
TOTAL ALL NON-PAYROLL EXPENSES			\$160,188.18
PAYROLL			
	2/3/2016		\$37,619.85
	2/17/2016		\$36,653.82
TOTAL PAYROLL			\$74,273.67
TAXES			
	2/3/2016		\$16,416.59
	2/17/2016		\$16,320.17
TOTAL TAXES			\$32,736.76
GRAND TOTAL ALL WARRANTS FOR January 2016			\$267,198.61

**Current Balance Sheet JANUARY
2016**

Countryside Bank Account	Starting balance	Ending Balance
AP Operating Acct	\$ 181,242.67	\$ 460,732.31
Revenue Deposit Acct	\$ 101,109.10	\$ 163,180.12
Payroll Acct	\$ 45,931.54	\$ 46,056.53
State Shared Revenues	\$ 482,001.38	\$ 18,616.83
Bond Payments Acct	\$ 56,304.53	\$ 60,531.66
PD Seizure Acct	\$ 39,066.12	\$ 39,066.12
Impact Fee Infrastructure Acct	\$ 53,000.00	\$ 53,000.00
2014 Road Bond	\$ 132,891.08	\$ 132,896.36
MONTH END TOTAL	\$ 1,091,546.42	\$ 974,079.93
Illinois Funds Account		
Savings 2160	\$ 7,226.78	\$ 7,880.05
Savings 1838	\$ 89,322.63	\$ 89,338.07
MONTH END TOTAL	\$ 96,549.41	\$ 97,218.12

**Current Balance Sheet JANUARY
2016**

Countryside Bank Account	Starting balance	Ending Balance
AP Operating Acct	\$460,732.31	\$291,452.36
Revenue Deposit Acct	\$163,180.12	\$268,982.04
Payroll Acct	\$46,056.53	\$38,508.78
State Shared Revenues	\$18,616.83	\$92,420.12
Bond Payments Acct	\$60,531.66	\$64,759.11
PD Seizure Acct	\$39,066.12	\$39,066.12
Impact Fee Infrastructure Acct	\$53,000.00	\$53,000.00
2014 Road Bond	\$132,896.36	\$132,902.00
MONTH END TOTAL	\$974,079.93	\$981,090.53

Illinois Funds Account		
Savings 2160	\$ 7,226.78	\$ 7,880.05
Savings 1838	\$ 89,322.63	\$ 89,338.07
MONTH END TOTAL	\$ 96,549.41	\$ 97,218.12

Grand Totals	\$1,070,629.34	\$1,078,308.65
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ORDINANCE 2016-04

AN ORDINANCE PROVIDING FOR ACCEPTANCE OF AN AGREEMENT
AUTHORIZING THE APPROVAL OF AN INTERGOVERNMENTAL
MUTUAL AID AGREEMENT THROUGH THE ILLINOIS LAW
ENFORCEMENT ALARM SYSTEM BY THE VILLAGE OF INDIAN HEAD
PARK, COOK COUNTY, ILLINOIS

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 10TH DAY OF MARCH 2016

ORDINANCE NO. 2016-04

AN ORDINANCE PROVIDING FOR ACCEPTANCE OF AN AGREEMENT AUTHORIZING THE APPROVAL OF AN INTERGOVERNMENTAL MUTUAL AID AGREEMENT THROUGH THE ILLINOIS LAW ENFORCEMENT ALARM SYSTEM BY THE VILLAGE OF INDIAN HEAD PARK, COOK COUNTY, ILLINOIS

WHEREAS, It has been determined that entering into a mutual aid agreement for the provision of police services during emergencies and other situations within the area of Northern Illinois is of great benefit to the Village of Indian Head Park.

NOW, THEREFORE, BE IT ORDAINED by the Board of Trustees of the Village of Indian Head Park, Cook County, Illinois, as follows:

- Section 1: The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.
- Section 2: The Northern Illinois Police Alarm System Agreement, attached hereto as Exhibit "A", allows for such agreement to be entered into.
- Section 3: The Village President and Interim Chief of Police are hereby authorized and directed to execute said agreement, and the Village Clerk is hereby authorized and directed to attest to the execution of said agreement.
- Section 4: This ordinance shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this 10th day of March 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 10th day of March 2016.

Tom Hinshaw, President of the
Village of Indian Head Park, Cook County, Illinois

ATTESTED and filed in my office,
this 10th day of March 2016.

Laurie Scheer, Clerk of the
Village of Indian Head Park, Cook County, Illinois

Law Enforcement Mutual Aid Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

f. **LEMAA** – This agreement.

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

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

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

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

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

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

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

2. Agreement to Participate in Law Enforcement Mutual Aid.

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

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

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

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

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

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

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

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

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

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

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

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

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

members, described as follows:

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

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

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

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

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

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

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

desires.

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

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

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

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

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

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

4. Additional Signatory Public Agency Provisions

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

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

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

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

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

5. Termination of Participation in LEMAA

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

6. Non-Member Affiliates

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

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

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

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

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

7. Additional Provisions

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

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

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

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

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

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

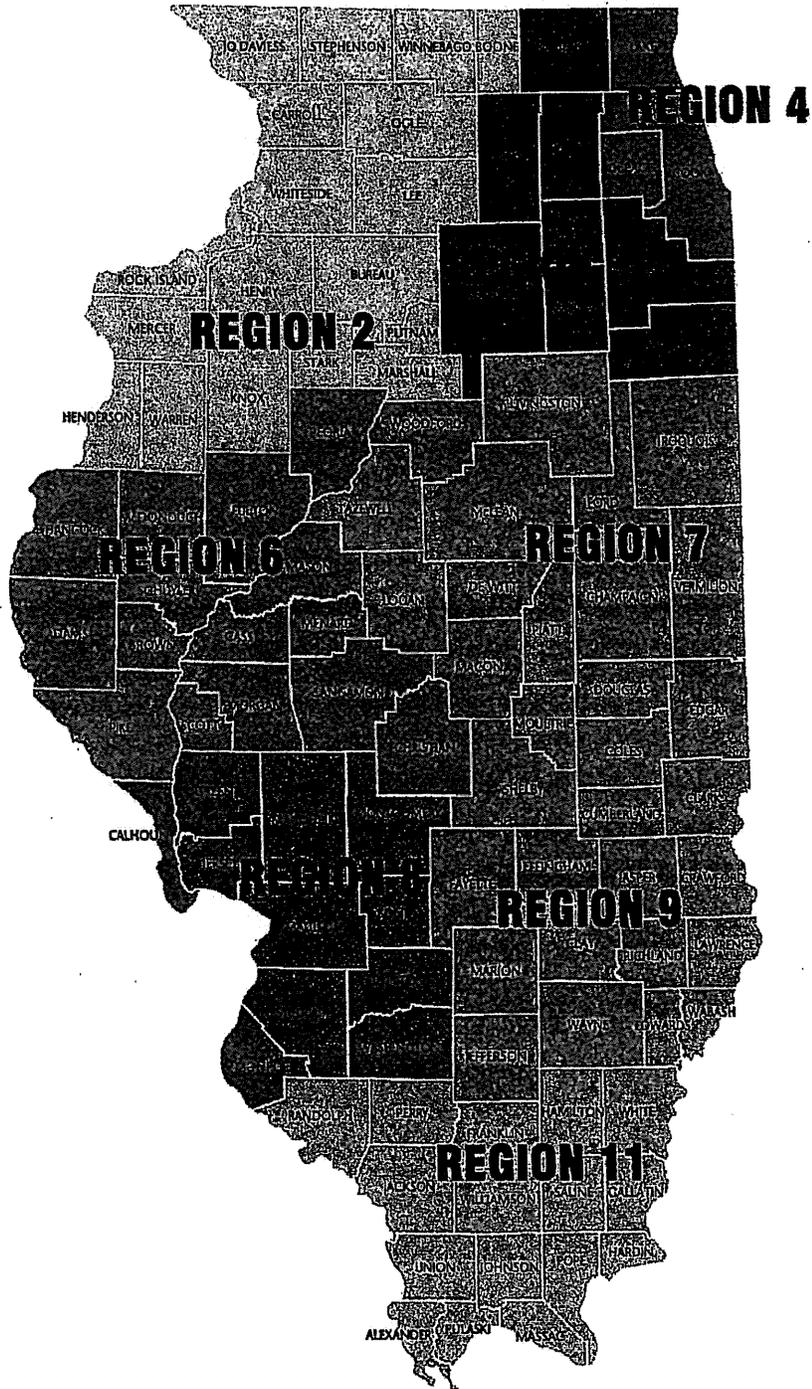
Balance of this page is intentionally left blank before the signature page.

Exhibit A

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

or their respective successors per this LEMAA

Exhibit B



ORDINANCE 2016-07

AN ORDINANCE DISSOLVING THE VILLAGE OF INDIAN HEAD PARK
EMERGENCY TELEPHONE SYSTEM BOARD
BY THE VILLAGE OF INDIAN HEAD PARK, COOK COUNTY, ILLINOIS

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 10TH DAY OF MARCH 2016

VILLAGE OF INDIAN HEAD PARK
ORDINANCE NO. 2016-07

AN ORDINANCE DISSOLVING THE VILLAGE OF INDIAN HEAD PARK
EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, the President and Board of Trustees of the Village of Indian Head Park, Cook County, Illinois have determined that it is in the best interests of the Village of Indian Head Park to become a member of Southwest Central 9-1-1 System's Joint Emergency Telephone System Board ("SWC911") in order to comply with Public Act 99-6, effective January 1,2016;

WHEREAS, SWC911 is an intergovernmental cooperation association, created pursuant to Article VII, Section 10, of the 1970 Constitution of the State of Illinois and 5 ELCS 220/1 et seq., and a Joint Emergency Telephone System Board created pursuant to an order of authority previously issued by the Illinois Commerce Commission, and provides a joint and mutual operation of a centralized public safety communications system; and,

WHEREAS, the President and Board of Trustees of the Village of Indian Head Park had previously determined in 2005 that it was and is in the best interests of the Village to participate in and be a member of Southwest Central Dispatch and be a contract member of SWC911; and,

WHEREAS, since 2005, the Village of Indian Head Park has been a member of Southwest Central Dispatch and a contract member of SWC911; and,

WHEREAS, to be in compliance with Public Act 99-6 and specifically 50ILCS 750/15.4(e), as soon as practical, the Village of Indian Head Park will become a member of SWC911 and dissolve the Village of Indian Head Park Emergency Telephone System Board; and,

WHEREAS, the signatories hereto have determined a need by local governments within Southwest Cook County, Illinois, for a centralized public safety communications system; and,

WHEREAS, it has been determined by such signatories that public safety communications is of value on an individual and mutual basis, and that to be in compliance with Public Act 99-6, the Village of Indian Head Park will become a member of SWC911 and also, pursuant to Public Act 99-6 (50ILCS 750/15.4 (e), effective January 1, 2016), dissolve the Village of Indian Head Park Emergency Telephone System Board; and

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

SECTION 1: The Village of Indian Head Park is hereby authorized to participate in and remain a member of Southwest Central Dispatch, and become a voting member of Southwest Central 9-1-1 System in accordance with that certain Agreement entitled “Intergovernmental Cooperation Agreement to Join Southwest Central 9-1-1 System, a Joint Emergency Telephone System Board as a Member and Dissolve the Village of Indian Head Park Emergency Telephone System Board,” said Agreement being attached hereto as Exhibit “1”.

SECTION 2: The President and Village Clerk be and the same are hereby authorized and directed to execute on behalf of said Village the Agreement referenced in Section 1 above and attached hereto as Exhibit 1.

SECTION 3: The Village of Indian Head Park agrees to be bound by all of the terms and provisions of SWC911's By-Laws as amended October 17, 2012, and as subsequently amended from time to time.

SECTION 4: The Village of Indian Head Park’s ordinance creating the Village of Indian Head Park Emergency Telephone System Board is hereby rescinded and the Village of Indian Head Park Emergency Telephone System Board is hereby dissolved as of the date of this ordinance.

SECTION 5: All ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, expressly repealed.

SECTION 6: This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PRESENTED this 10th day of March, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 10th day of March, 2016

Tom Hinshaw, President
Village of Indian Head Park, Cook County, Illinois

ATTEST:

Laurie Scheer, Village Clerk
Village of Indian Head Park

EXHIBIT 1

INTERGOVERNMENTAL COOPERATION AGREEMENT FOR THE VILLAGE OF INDIAN HEAD PARK TO JOIN SOUTHWEST CENTRAL 9-1-1 SYSTEM, A JOINT EMERGENCY TELEPHONE SYSTEM BOARD, AS A MEMBER, AND TO DISSOLVE THE VILLAGE OF INDIAN HEAD PARK EMERGENCY TELEPHONE SYSTEM BOARD

This Agreement (“Agreement”) is entered into on the effective date hereinafter set forth, by and between Southwest Central 9-1-1 System, an Intergovernmental Cooperation Association and Joint Emergency Telephone System Board (“SWC911 ”), and the Village of Indian Head Park, an Illinois municipal corporation (“IHP”) (hereinafter SWC911 and IHP are sometimes referred to individually as a “Party” and collectively as “Parties”) for IHP to become a member of SWC911, a Joint Emergency Telephone System Board, and to dissolve the Village of Indian Head Park Emergency Telephone System Board (“IHP ETSB”) in accordance with Article VI Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5ILCS 220/1 et seq.), the Illinois Emergency Telephone System Act (50ILCS 750/1 et seq.), the Illinois Wireless Emergency System Act (50 ILCS 751/1 et seq.), and Public Act 99-06, effective January 1,2016.

RECITALS

Whereas, the Parties have determined a need exists for a centralized emergency services dispatch and communication system which will provide for more efficient dispatch and communication capabilities for the Parties and which will provide for the health, safety and welfare of the residents of IHP; and,

Whereas, SWC911 is a Joint Emergency Telephone System Board authorized by the Illinois Commerce Commission (“ICC”), pursuant to an order of authority previously issued by the ICC, to provide enhanced 9-1-1 emergency dispatching and emergency medical services dispatching to the respective police departments and/or fire departments of its members; and,

Whereas, in 2005 IHP became a member of Southwest Central Dispatch, an intergovernmental cooperation association (“SWCD”), which provides dispatching services and other services to its members; and,

Whereas, prior to the enactment of Public Act 99-06, IHP entered into a written agreement among SWC911, IHP, and IHP ETSB to become a contract member of SWC911 in order for SWC911 to provide to IHP’s police department enhanced 9-1-1 emergency police dispatching and emergency medical services dispatching and has continuously provided enhanced 9-1-1 emergency dispatching and emergency medical services dispatching to IHP’s police department from 2005 to the present; and,

Whereas, on October 25,2005, the ICC issued an order approving SWC911 ’s plan and authorizing SWC911 to provide enhanced emergency 9-1-1 dispatching and emergency medical services dispatching to IHP’s police department; and,

Whereas, the Parties are entering into this Agreement to conform with Public Act 99-06, effective January 1,2016, regarding the consolidation of Emergency Telephone System Boards so that IHP shall become a member of SWC911; and,

Whereas, in conformity with Public Act 99-06 and specifically 50 ILCS 750/15.4(e), IHP shall, simultaneously with the execution of this Agreement, enact an ordinance rescinding its prior ordinance creating IHP ETSB and dissolving IHP ETSB; and,

Whereas, the Parties have determined this Agreement is in the best interests of SWC911 and its members as well as in the best interests of IHP and its residents; and

Whereas, Article VII, Section 10 of the 1970 Constitution of the State of Illinois, and Section 220/1 et seq. of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/ 1 et seq.) authorizes two or more units of local government to contract to share services and to exercise, combine, or transfer any power or function common to them; and

Whereas, it is the desire of the Parties, along with the other members of SWC911, to jointly maintain and operate a centralized combined dispatch and communication system and conform to the requirements of Public Act 99-6, effective January 1,2016; and,

Whereas, SWC911's Board and the Corporate Authorities of IHP have authorized and directed the execution of this Agreement;

Now, therefore, in consideration of the mutual agreements and covenants contained herein and upon the further consideration stated in the foregoing Recitals, it is hereby agreed by and among the Parties as follows:

ARTICLE 1

1.0. The Parties hereby agree that IHP shall remain a member of SWCD and become a member of SWC911's Joint Emergency Telephone System Board which possesses the facilities, equipment, and personnel and all other services necessary or incidental to the provision of enhanced 9-1-1 emergency police dispatching and emergency medical services dispatching to SWC911's members, including IHP's police department. The foregoing recitals are a material part of this Agreement and are incorporated into this Agreement as though fully set forth herein.

1.1 The Parties shall present this Agreement and all other necessary documentation to the Statewide 9-1-1 Administrator of the Department of State Police, created pursuant to 20 ILCS 2605/2605-25 and 2605-52 ("ADSP"), for an order of authority approving IHP as a member of SWC911's Joint Emergency Telephone System Board and the dissolution of IHP ETSB as stated in 1.2 below.

1.2 Prior to execution of this Agreement by IHP and SWC911, IHP shall deliver to SWC911 a certified copy of a duly and legally enacted ordinance authorizing and directing the execution of this Agreement thereby authorizing IHP to become a member of SWC911, And also authorizing the dissolution of IHP ETSB pursuant to Public Act 99-06 and specifically 50 ILCS 750/15.4(e), effective January 1, 2016.

ARTICLE II -Board of Directors

2.0 SWC911 Joint Emergency System Board shall consist of those persons identified and set forth in Article III of SWC911's By-Laws, as amended October 17,2012 ("SWC911 By- Laws"), attached hereto as Exhibit "A"(on file with the Village) and made a part hereof, provided however, composition of the SWC911 Joint Emergency System Board shall always conform to the requirements of Public Act 99-06 effective January 1,2016, and, if necessary, the SWC911 By-Laws shall be amended by SWC911's Board to conform to Public Act 99-06 with regard to the composition of the SWC911 Joint Emergency System Board.

2.1 The Powers of the SWC911 Joint Emergency Telephone System Board shall be as set forth in Article III of SWC911 By-Laws (Exhibit A), as amended from time to

time, provided however, the powers of the SWC911 Joint Emergency System Board shall always conform to the requirements of Public Act 99-06, effective January 1,2016, and, if necessary, the SWC911 By-Laws shall be amended by SWC91 1's Board to conform to Public Act 99-06 with regard to the powers of the SWC911 Joint Emergency System Board.

2.2 The procedures and policies of SWC911's System Board shall be as set out in SWC911's By-Laws (Exhibit A), as amended from time to time, provided however, the procedures and policies of the SWC911 Joint Emergency System Board shall always conform to the requirements of Public Act 99-06, effective January 1,2016, and, if necessary, the SWC911 By-Laws shall be amended by SWC91 1's Board to conform to Public Act 99-06 with regard to the procedures and policies of SWC911's Joint Emergency System Board.

ARTICLE IH. MISCELLANEOUS

3.0 In the event of any inconsistency between this Agreement and Public Act 99-06 effective January 1, 2016, or any inconsistency between SWC911 By-Laws, as amended from time to time, and Public Act 99-06, the provisions of Public Act 99-06 shall control. If necessary, the SWC911 By-Laws shall be amended by SWC91 1's Board to conform to Public Act 99-06.

3.1 All other matter's pertaining to SWC911 and IHP, not delineated in this Agreement, shall be governed by SWC911 By-Laws (Exhibit A), as amended from time to time.

3.2 This Agreement may not be amended, except by a written agreement adopted and approved by each of the Parties.

3.3 The Parties acknowledge and agree that the purpose of this Agreement is to permit IHP to become a member of SWC911 and for IHP ETSB to be dissolved.

3.4. This Agreement shall become effective on the latest date the Agreement is signed by a Party.

This Agreement consists of three (3) pages including this signature page.

Village of Indian Head Park

By: _____ Date signed: _____
Title:

Southwest Central 9-1-1 System

By: _____ Date signed: _____
Title

ORDINANCE NO. 2016-06

**AN ORDINANCE WAIVING BIDS, AWARDING A CONTRACT AND AUTHORIZING
THE ISSUANCE OF A NOTICE OF AWARD FOR WELL #3 REPAIR AND
IMPROVEMENTS FOR THE VILLAGE OF INDIAN HEAD PARK, ILLINOIS**

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES THE 10^H
DAY OF MARCH 2016**

Published in pamphlet form by
authority of the Corporate Authorities
of Indian Head Park, Illinois, the 10th
day of March 2016.

ORDINANCE NO. 2016-06

AN ORDINANCE WAIVING BIDS, AWARDING A CONTRACT AND AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR WELL #3 REPAIR AND IMPROVEMENTS FOR THE VILLAGE OF INDIAN HEAD PARK, ILLINOIS

WHEREAS, in the opinion of the necessary majority of the corporate authorities of the Village of Indian Head Park (hereinafter the "Village") it is advisable, necessary and in the public interest for the Village to repair and improve Well #3 (hereinafter the "Project");

WHEREAS, the corporate authorities of the Village have authority, pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1), when it is in the best interest of the village, to waive competitive bidding for public improvement projects if authorized by a vote of two-thirds of the trustees then holding office;

WHEREAS, the Village has requested a proposal from Layne Christensen Company, to perform all of the work required for the Project;

WHEREAS, the Layne Christensen Company has submitted its proposal for the Project, based on specifications and needs provided by the Village that have resulted in a proposed Scope of Services;

WHEREAS, two-thirds of the trustees elected and holding office in the Village have determined that it is in the best interests of the Village to waive competitive bidding and award a contract to Layne Christensen Company for the Project;

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

Section 1: The corporate authorities hereby incorporate the foregoing preamble clauses into this Ordinance.

Section 2: The corporate authorities hereby determine that it is in the best interest of the Village to and do hereby waive the requirement of competitive bidding for the Project; and it is hereby determined that the Village has negotiated a satisfactory contract with and it is advisable, necessary and in the public interest that the Village enter into a contract with Layne Christensen Company for the Project.

Section 3: The Village does hereby determine that it is in the best interests of the Village to award a contract for the Project and does hereby direct that a Notice of Award be issued to Layne Christensen Company for the Project at the prices set forth in its Proposal subject to the furnishing of the proper bonds and insurance.

Section 4: The Village President is hereby authorized to execute and the Village Clerk to attest and seal a Notice of Award substantially in the form attached hereto marked as Exhibit "A" and made a part hereof. Further, the Notice of Award shall be issued to Layne Christensen Company for the Project. The Notice of Award shall be accompanied by a sufficient number of contracts with all other necessary written contract documents attached for execution.

Section 5: The general prevailing rate of wages in Cook County, Illinois, for each craft or type of worker or mechanic needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the contract or to perform such work.

Section 6: Provided further that Layne Christensen Company returns to the Village within ten (10) days of the receipt of the Notice of Award the executed contract with all other necessary written contract documents attached, properly executed by it, along with the proper contract bonds, then the Village President is authorized to execute and the Village Clerk to attest the contract with such terms therein, consistent with this Ordinance as may be approved by the officials executing the same, their review and approval of such contract by the Village President and the Village Attorney.

Section 7: This ordinance shall take effect upon its passage and approval in pamphlet form.

ADOPTED this 10th day of March 2016, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:
ABSTENTION:

APPROVED by me this 10th day of March 2016.

Tom Hinshaw, President of the
Village of Indian Head Park, Cook County, Illinois

ATTESTED and filed in my office, this 10th day of March 2016

Laurie Scheer, Clerk of the Village of
Indian Head Park, Cook County, Illinois

EXHIBIT "A"
VILLAGE OF INDIAN HEAD PARK, ILLINOIS NOTICE OF AWARD

TO: Layne Christensen Company
Aurora, IL 60506

PROJECT DESCRIPTION: Village of Indian Head Park, Illinois, Well #3 Repair and Improvement Project.

The Village of Indian Head Park has considered the Proposal submitted by you for the above-described work in response to its request for services.

YOU ARE HEREBY NOTIFIED that your bid has been accepted for items in the amount not to exceed \$40,000 payable on a unit cost basis, subject to the furnishing of the proper bonds and insurance. Pricing is based on Exhibit "B" attached hereto.

You are required to execute the Contract and furnish the required contract bonds and insurance within ten (10) calendar days from the date of the receipt of this Notice.

If you fail to execute said Contract and to furnish said bonds and insurance within ten (10) days from the issuance of this Notice, the Village will be entitled to consider all your rights arising out of the Village's acceptance of your bid as abandoned. The Village will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Village of Indian Head Park. Dated this 10th day of March 2016.

Village of Indian Head Park, Illinois,

By:

Tom Hinshaw, President of the
Village of Indian Head Park, Cook County,
Illinois

Laurie Scheer, Clerk of the Village
of Indian Head Park, Cook County
Illinois
ATTESTED and filed
in my office, this 10th
day of March 2016.

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by this 10th day of March 2016.

By: Layne Christensen Company

February 18, 2016

Village of Indian Head Park
ATTN: Mr. Ed Santen, Director of Public Works
201 Acacia Drive
Indian Head Park, IL 60525

RE: Well No. 3 Pump Repair

Dear Ed:

It was a pleasure speaking with you today. Per our conversation, we are re-submitting our proposal for the pulling of the Peerless water-lubricated vertical turbine pump in your Well No. 3. After reviewing our March 19, 2015 letter, the only thing being revised is the date, as our labor rates have remained the same. I would assume that some of the material costs have risen, but the contingencies we provided last year should still be sufficient.

You were reporting last year that the capacity has dropped to less than 200 gpm from the normal 700 gpm pumping rate. This work would be performed in order to restore the lost capacity.

This work is normally performed on a time and material basis per our Work Order Form, which is attached. We have based our proposal on utilizing one of our small Pump Service Rigs and a crew of 3 Men to perform this work. It may be possible to pull and reinstall the pump with a 2 man crew, but we will use the "worst case" 3 Man rate for this proposal.

After a review of the files, we have very little information on this Peerless water-lubricated lineshaft pump. According to information you had previously furnished us, you believe it is set to 250 feet below ground. We show that the well was acidized in 1991 by Milaeger Well and Pump out of Wisconsin, *who is now out of business*. For our estimate, we will assume that the water-lubricated column assembly is 8" x 1-1/2" installed in 10 foot lengths, with a 4 or 5 stage bowl assembly, and is intact, so it can be pulled in a normal fashion.

Since the present Specific Capacity of the well is unknown, we have suggested a preliminary pumping test to the adjacent storm sewer. This will help indicate the need for any well rehabilitation work. We would also suggest a television survey of the well following the removal of the pump which will show us the condition of the existing casing and whether or not the open limestone borehole is clogged with mineral deposits.

As we discussed on the phone, it is very difficult to provide an accurate repair cost estimate until the pump has been pulled and inspected. Therefore, we decided to break up the proposal into two parts: one for "base bid" items that we know will be needed; and a second part listing possible well rehabilitation and pump repair costs.

Our estimate for the base portion of the work is as follows:

WATER RESOURCES

• Mobilize to the site, perform preliminary pumping test to waste, pull pump, and briefly inspect on site	\$12,750.00
• Television survey of well, lump sum	\$1,550.00
• Load and mobilize pump to yard for cleaning and inspection	\$500.00
• Disassemble and inspect bowl, sandblast pipe for inspection, etc.	\$950.00
• Pump reinstallation, testing, demobilization	\$15,800.00
ESTIMATED TOTAL COST FOR BASE PORTION	\$31,550.00

For some of the additional items, that may or may not be required, we offer the following:

• Rebuild 4 – 5 stage bowl assembly	\$3,200.00
• Well brushing and bailing, Rig and 2 Men – 10 hours @ \$380.00 per hour	\$3,800.00
• 75 HP VHS electric motor, routine repairs assumed	\$2,550.00
• Sandblast and epoxy coating of 8" column pipe, inside and out – 250 feet @ \$24.00/foot NOTE: Reasonable chance this will not be required.	\$6,000.00
• Replacement materials contingency	\$6,000.00
ESTIMATED TOTAL COST FOR ADDITIONAL ITEMS	\$21,550.00

Please remember that the above additional items may not be needed. Once the pump has been pulled and inspected, we will provide you and the Village with an updated total repair cost estimate before proceeding with any work.

If you would like for Layne to move ahead with this work, we ask that you sign the attached Work Order and email it back to us.

We appreciate the opportunity to submit this proposal to you and the Village and hope it meets your favorable response. If you have any questions, please don't hesitate to contact us. Thanks.

Yours very truly,

Thomas P. Healy

Thomas P. Healy, P.E.
 Manager of Projects
 Layne Christensen Company



WORK ORDER



Layne Christensen Company

721 W. Illinois Avenue, Aurora, IL 60506; Phone (630) 897-6941
 229 W. Indiana Ave., P.O. Box 489, Beecher, IL 60401; Phone (708) 946-2244

WATER · MINERAL · ENERGY

Purchaser: Village of Indian Head Park, IL
 Job Location: Well No. 3

SERVICE RATES - EFFECTIVE OCTOBER 1, 2015

	Straight Time		Overtime	Doubletime
	Per Hr.	8 Hr. Day	Per Hr.	Per Hr.
Serviceman w/hand tools	175.00	1400.00	262.50	350.00
Serviceman w/service truck and hand tools, or welder	204.00	1632.00	291.50	379.00
Helper	143.00	1144.00	214.50	286.00
Serviceman and 1 Helper	318.00	2544.00	477.00	636.00
 <u>Small Rig or Winch Truck (\$40.00)</u>				
1 Man Crew	215.00	1720.00	302.50	390.00
2 Man Crew	358.00	2864.00	517.00	676.00
3 Man Crew	501.00	4008.00	731.50	962.00
 <u>Middle Rig, Large Hoist or Flatbed Crane (\$62.00)</u>				
1 Man Crew	237.00	1896.00	324.50	412.00
2 Man Crew	380.00	3040.00	539.00	698.00
3 Man Crew	523.00	4184.00	753.50	984.00
 <u>Big Rig, Large Hoist and Poles, or Large Crane (\$102.00)</u>				
1 Man Crew	277.00	2216.00	364.50	452.00
2 Man Crew	420.00	3360.00	579.00	738.00
3 Man Crew	563.00	4504.00	793.50	1024.00
4 Man Crew	706.00	5648.00	1008.00	1310.00
Power Tong Usage, per 8 hour shift		450.00		
 <u>Machine Shop/Yard Labor and Equipment</u>				
Machinist and Equipment	169.00	1352.00	245.00	321.00
12" Threading Machine and Operator	195.00	1560.00	271.00	347.00
Serviceman w/hand tools	152.00	1216.00	228.00	304.00
Helper	139.00	1112.00	208.50	278.00
Sandblast Equipment and 2 man crew	339.00	2712.00	484.50	630.00

Mileage: Auto: \$0.55 Pickup: \$0.70 1-Ton:\$1.00 2-1/2 Ton Flatbed: \$2.10 Semi-Tractor: \$2.75

Subsistence-Per Man
 Over 55 miles radius from home office.....\$60.00 + Hotel

The undersigned Purchaser hereby instructs Layne Christensen Company (Contractor), to proceed with the work described with the understanding that the Terms and Conditions shown on the reverse are hereby incorporated as part of this Quotation and with the specific understanding that Contractor will not be held liable for any damage in any way whatsoever for failure to complete the described work, nor for any injury or damage resulting from Contractor's efforts to perform such work, or for delay on Contractor's part in completing same. All work described herein will be provided as quoted above or on a cost plus basis at the hourly rates provided. All quotes indicated, if any, are estimates based on the best information available prior to beginning work. Purchaser's pumps, motors, parts and/or accessories may be stored by the Contractor for sixty (60) days from the date of invoice or other written notice from Contractor. After said sixty (60) days, disposal of such equipment may be made by the Contractor without incurring any liability. All hours worked before or after Contractor's normal work day hours and all hours worked on Saturdays, will be billed at time and one-half rates. All work on Sundays and/or any federally recognized holiday will be billed at double time rates.

REMARKS:

Time & Material repair work per our February 18, 2016 letter.

Work Authorized on Behalf of Purchaser By: _____

Date: _____ Title: _____

ORDINANCE NO. 2016-08

**AN ORDINANCE AMENDING AND RE-ADOPTING THE COMPREHENSIVE PLAN
OF THE VILLAGE OF INDIAN HEAD PARK, ILLINOIS**

WHEREAS, the Village of Indian Head Park has heretofore caused a Comprehensive Plan to be prepared in February, 1969; and

WHEREAS, on March 28, 1991, by Ordinance No. 91-6, the Village of Indian Head Park did update such Comprehensive Plan and adopt it as the Comprehensive Plan of the Village of Indian Head Park, Illinois; and

WHEREAS, the Village Board sought the input of the Planning and Zoning Commission of the Village of Indian Head Park for the review and updating of the Village's Comprehensive Plan; and

WHEREAS, the corporate authorities of the Village of Indian Head Park did receive from the Planning and Zoning Commission for its consideration and recommendation a revised Comprehensive Land Use Plan; and

WHEREAS, a Public Hearing was conducted on November 3, 2016 to seek the public's input regarding the proposed revisions and multiple other public meetings were held before the Planning and Zoning Commission to discuss said Comprehensive Land Use Plan update.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Indian Head Park, Cook County, Illinois, that:

Section 1. The recitals set forth above are hereby incorporated herein.

Section 2. The Comprehensive Land Use Plan as attached hereto as Exhibit "A" shall be the Comprehensive Land Use Plan of the Village of Indian Head Park

Section 4. This ordinance shall become effective upon its publication in pamphlet form as provided by law.

ADOPTED this 10th day of March 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 10th day of March 2016.

Tom Hinshaw, President of the
Village of Indian Head Park, Cook County, Illinois

ATTESTED and filed in my office,
this 10th day of March 2016.

Laurie Scheer, Clerk of the
Village of Indian Head Park, Cook County, Illinois

VILLAGE OF INDIAN HEAD PARK COMPREHENSIVE PLAN

****Adopted by Ordinance #91-6 and last amended by Ordinance #98-2.*

Introduction

In order to guide the current and future development goals of the Village of Indian Head Park, this Comprehensive Plan has been formulated and adopted. As authorized by Illinois State Statutes, specifically-65 ILCS 5/11-12-5 to 65 ILCS 5/11-12-7 inclusive, the Planning and Zoning Commission recommends specific changes to the 1998 Comprehensive Plan.

This updated Plan was the result of numerous meetings and included public hearings conducted in_2014 and 2015._ The original Plan was adopted by the Village of Indian Head Park on March 28, 1991 through the passage of *Ordinance #91-6*.

The Comprehensive Plan for the Village of Indian Head Park is comprised of four major segments: (1) *Analysis*; (2) *Goals and Objectives*; (3) *The Physical Plan*; and (4) *Implementation*.

The analysis section contains an inventory of the factors which, in the past, have influenced the extent and character of municipal development. Essentially, this is the process of examining both positive and negative community features and factors in order to eliminate the detrimental and augment the advantageous.

The goals and objectives section is formulated to illustrate the general aim and purpose of the plan. Its formulation represents the phase of the planning process wherein the community analyzes past and present development trends as well as future potential.

The physical plan section is directed toward establishing a graphic and verbal framework or physical integration of three basic elements: (1) land use, (2) thoroughfares, and (3) community facilities.

The implementation section encompasses the available legal and financial devices available to bring the physical plan into reality.

Analysis

The analysis section is used to study the existing environment, both internal and external. This section begins with an introduction to the Village and planning area. Demographics are explored in relation to surrounding communities. Land use, community facilities, transportation, and infrastructure are inventoried for their effect on meeting needs.

The Village

Location

The Village of Indian Head Park <http://bit.ly/1Q1060R> is strategically located in the rolling terrain area of western Cook County, 17 miles west-southwest of downtown Chicago.

The junction of Interstate 294, the Illinois Tri-State Tollway and Interstate 55, the Stevenson Expressway, is within the Village's corporate boundaries. The community enjoys access to the Chicago Loop, O'Hare International Airport, Midway Airport, and many major commercial shopping centers, including Oakbrook Center, Burr Ridge Village Center and Yorktown Center. In addition, Wolf, Plainfield, Willow Springs, and Joliet Roads link the Village to several nearby communities including Burr Ridge, Countryside, Hinsdale, LaGrange and Western Springs.

Planning Area

The planning area is generally limited to the land within the boundaries of Indian Head Park, and any unique area within 1/2 miles of village boundaries. There are some unincorporated

Properties near the Village boundaries to the east in "LaGrange Highlands" and to the south near the public works building.

History

On August 4, 1959, the Village was incorporated and the 1960 census reported 385 residents. The original section of the Village, just east of the Illinois Tri-State Tollway, was developed from an 18-hole golf course from which the Village derived its name. This section is characterized by single-family homes. Relatively nominal growth occurred in the 1960's. In the 1970's, however, another golf course, "Acacia" (east of Wolf Road) was annexed to the Village and developed to contain a variety of residential units, (single family residences condominiums and townhomes). A series of additional annexations increased boundaries of the Village south of the Interstate 55 and Indian Woods Drive north to Plainfield Road. The present community is less than one square mile in area, bounded by Plainfield Road, Willow Springs Road, Indian Woods Drive and the Illinois Tri-State Tollway and Interstate 55.

Demographics

Population and Housing Trends

In 2013, the population of Indian Head Park was 3,817 residents with a total number of households of 1,873. Our population has grown 3.4% during the ten year period 2000-2010. During the 1970s and 80s, the population grew over 650% from 473 residents in 1970 to 3,549 in a 17 year period due to development of townhomes and condominiums, with the number of new housing units growing from 313 in 1970, to 1,502 in 1987 and current 1,873 in 2013. A declining birth rate; a rise in median age (54.4); and an increase in units per acre have contributed to a decline in household size to 2.0 per unit, as of 2013.

Occupation and Income

The educational, income and occupational snapshot of Indian Head Park is well defined through the 2013 US Census and American Community Survey.

- Median Household Income : \$74,888
- Educational Attainment:
 - High School Diploma -93.1%
 - Bachelor's Degree or Higher -53.3%
- Employment by Industry Sector
 - Health Care – 14.9%
 - Education - 13.9%
 - Professional – 9.1%
 - Manufacturing -8.5%
 - Retail Trade – 6.7%

Land Use

1. Internal

Indian Head Park is predominantly predominately a residential community with some service and convenience commercial areas. The housing trend is toward high quality units with detached single family homes west of Wolf Road and townhomes and multi-family units to the east. Commercial property is located along the Joliet Road corridor. Blackhawk Park on Cascade Drive, Arrowhead Memorial Pointe and the Village Heritage Center are open for general use by all residents. Additional private recreational areas are also available for Acacia residents (Cascade Drive), Wilshire Green (Acacia Drive) and Flagg Creek (east of Wolf Road). There are

a few vacant parcels of property remaining within the Village: Several miscellaneous lots within the single family area west of Wolf Road; the area between the Tollway and I-55 (business); and the corner of Wolf Road and Joliet Roads.

2. Annexable Land

External unincorporated areas include parcels located on the existing Village border, as well as several unincorporated parcels which are wholly bounded by the Village. A description of these parcels is listed as follows:

LaGrange Highlands

The portion of the LaGrange Highlands shown as potentially annexable territory is bounded by 55th Street on the north, Wolf Road on the west, City of Countryside on the east, and Joliet Road on the south. The area is comprised of single-family homes, scattered commercial areas, Highlands School grounds and a fire station.

Golf Courses

Two golf courses are located within the planning area. Flagg Creek is a 9 hole course owned by the Pleasant Dale Park District and the City of Countryside. Edgewood Valley Country Club is privately owned, is in the southeast corner of the planning area and is largely unincorporated.

70th Place

A wholly bounded lot exists on the south side of 70th Place in the triangle commonly known as "The Supersite", approximately 8 acres of which only about 1/2 acre is unincorporated.

3. Other External

Most employment and commercial facilities are located in municipalities outside of the Planning Area. Office space can be found in high concentrations in Oak Brook, Burr Ridge, Hinsdale, Countryside and Western Springs locally, and in the City of Chicago via public transportation.

Industrial facilities are located in the Hodgins-Willow Springs areas, with some warehousing in Burr Ridge. The closest Regional Shopping area is Burr Ridge Village Center and Oak Brook Center.

Commercial facilities can be found in LaGrange, Countryside and Willowbrook with some specialty stores located in Hinsdale and Burr Ridge. Commercial strips also exist along Route 83 and LaGrange Road.

Transportation

The Indian Head Park area is oriented to the private automobile and this pattern should continue in the future. Public transportation is available. Pace bus service is available to connect the Village to neighboring communities and the train stations. It is primarily used for commuting to and from Chicago's Loop but can be used for local trips. Pedestrian and bicycle traffic is limited to trips to school and leisure activities. In the 2013 American Community Survey summarized there were 1,538 total commuters in Indian Head Park and 1,279 used cars and drove alone to work, 7.7% used Public Transit and 7.5% used carpools.

1. **Metra** <http://bit.ly/1Q1060R> is a commuter railroad in the Chicago metropolitan area. Metropolitan Rail Corporation or Metra operates 241 stations on 11 different rail lines.

Throughout the 21st century, it has been at least the fourth busiest commuter rail system in the United States by ridership and the busiest outside the New York City metropolitan area. Ridership was up 1.3% in 2014, offering 83.4 million passenger rides. Metra station in Western Springs provides local stops (Brookfield Zoo as an example) and express routes to Chicago Union Station in the downtown area.

2. **Pace** <http://bit.ly/1hl5Plw> is the suburban bus division of the Regional Transportation Authority in the Chicago metropolitan area. It was created in 1983 by the RTA Act, which established the formula that provides funding to CTA, Metra and Pace. In 2013, Pace had 39.925 million riders. Pace Bus route 669 provides Indian Head Park service to and from Western Springs Metra Station.
3. **Park and Ride** located in the Burr Ridge Village Center Lincolnshire Drive and McClintock Drive provides transportation to U.S. Cellular Field, Solder Field, United Center, Chicago Loop and North Michigan Avenue.
4. **Bus and Fly** routes serving O'Hare International Airport (route 330) and Midway Airport (route 390) are also available.

5. Automobile

The planning area is served by a system of thoroughfares consisting of Federal and State highways, county roads, and local streets. Average Daily Traffic (ADT) for Wolf Road it is 11,300 per day cars, and for Joliet East of Willow Springs it is 18,300 the Illinois Division of Highways average daily traffic count provides useful information on the volume of traffic entering and leaving the planning area over these

thoroughfares. The largest volumes of traffic are found on Interstate 55, the Tri-State Tollway, 55th Street, and Joliet Road. As they pass through the planning area, Joliet Road, Interstate 55 and the Tri-State Tollway carry interstate and intrastate traffic as well as intra-metropolitan traffic. As mentioned earlier, by utilizing Interstate 55 and Tri-State Tollway, Indian Head Park residents have direct access to the Chicago Loop and other regional centers.

The Tri-State Tollway forms the west boundary of the planning area. This expressway carries a volume of 91,300 vehicles per day, with access to the Eisenhower Expressway (I-290), O'Hare International Airport, and the northwestern suburbs via an interchange at Joliet Road. 55th Street forms the north boundary of the Planning area, and it carries an average daily traffic volume of 16,000 vehicles at a point just west of Willow Springs Road. It intersects LaGrange Road and Joliet Road, both of which provide access to Interstate 55. Willow Springs Road, which forms the east boundary of the planning area, carries an average daily volume of 7,000 vehicles at a point just north of Joliet Road. This north-south thoroughfare intersects 55th Street, Plainfield Road and Joliet Road. Interstate 55 crosses the southern portion of the Village and has an average daily volume of 97,000 vehicles at a point just west of LaGrange Road.

This Expressway provides direct access to the Downtown Chicago Area and Midway Airport. Access to I-55 is via Joliet and LaGrange Roads. Wolf Road bisects the planning area and intersects 55th Street, Plainfield Road and Joliet Road. This north-south thoroughfare carries an average daily volume of 6,300 vehicles at a point just south of 55th Street.

Plainfield Road and Joliet Roads cross the planning area diagonally in a southwest-northeast direction. These

thoroughfares have an average daily volume of 8,000 and 14,000 vehicles, respectively. Plainfield and Joliet Roads intersect Wolf, Willow Springs, LaGrange Roads and 55th Street.

Several local streets provide the main access roads within the community. The most significant among these include Big Bear Drive, Thunderbird Drive, Pontiac Drive, Blackhawk Trail, Cochise Drive, Acacia Drive, and Cascade Drive.

As development continues within the planning area and the surrounding region, increased traffic volume will be generated.

Joliet Road and 55th Street are designated as arterial roadways, Plainfield Road, Wolf Road, Willow Springs Road (Gilbert Avenue), Brainard Avenue, and 79 Street is designated as collector streets. All other roads and streets within the planning boundary are lower order transportation routes consisting of sub-collectors and access streets.

U.S. Route 66, also known as the Will Rogers Highway and colloquially known as the Main Street of America or the Mother Road, was one of the original highways within the U.S. Highway System. Route 66 <http://bit.ly/1M8dz9Q> passes through Indian Head Park.

- 6. Pedestrian and Bicycle** usage coexists with automotive traffic which is light enough on local streets to allow reasonable pedestrian and bicycle access.

Community Facilities

Of major concern to the Indian Head Park area is the services and facilities provided by various public agencies. The physical plan illustrates the locations and relationships of existing facilities and

District boundaries. School, park, and fire districts are delineated for the purpose of relating their boundaries to the land use and transportation pattern within the planning area. Hospitals in LaGrange and Hinsdale are in close proximity to the Village.

1. School

The planning area lies within the two elementary, one high school and one community college district. Highland School District 106 encompasses the northern 80 percent of the planning area <http://bit.ly/1M8hovD>. The Highlands District facilities consist of an elementary school building and a middle school building on a common site. Although one building is designated as a middle school, the facility serves pre-school through eighth grades. Pleasantdale School District 107 encompasses the southern 20 percent of the planning area <http://bit.ly/1MUN8TA>. Pleasant school district has 2 designated facilities, K-4 located at 8100 School St. and Grades 5-8 located at 7450 S. Wolf., Burr Ridge. Bus service is provided.

This district contains a school serving grades K-8, and a newer school serving K-5. Lyons Township High School, located in LaGrange, as well as the College of DuPage serves the entire planning area. Lyons Township High School accommodates grades nine through twelve with two campuses. The College of DuPage offers a number of degree programs at various locations.

The Pleasantdale <http://bit.ly/1RrrojO> and Highlands <http://bit.ly/1RrrtUE> schools are recognized as being excellent institutions and are important assets to the quality of life in Indian Head Park. Both Districts have very strong academic programs in Mathematics, Social Studies, Science, English/Language Arts, Fine Arts, Foreign Languages, and

Physical Education/Health. Pleasantdale School District encompasses the southern 20 percent of the planning area.

Lyons Township High School <http://bit.ly/1LcPNVO> is recognized as one of the top high school districts in Illinois and has been recognized nationally for excellence in education and athletics. **Lyons Township High School** (often referred to as **LTHS** or simply **LT**) is a public high school located in Western Springs, Illinois and also in La Grange, Illinois. Lyons Township is a co-educational high school and serves grades 9-12 for Lyons Township High School District 204. Students from the communities of LaGrange, Western Springs, Burr Ridge, La Grange Park, Countryside, Indian Head Park, Hodgkins, and parts of Brookfield, Willow Springs, and McCook attend Lyons Township. Freshmen and sophomores attend class at South campus, located at 4900 S. Willow Springs Rd. in Western Springs. Juniors and seniors attend class at North campus, located at 100 S. Brainard Ave. in LaGrange, which also houses the district offices. Sport facilities at Lyons Township include swimming pools, field houses, theatres, a turf football field (south campus), soccer fields, baseball fields, a gym, outdoor tracks, basketball courts, and volleyball courts. The high school also offers adult evening programs for residents of the District. The College of DuPage is considered an excellent institution of higher education.

Several private and religious elementary, middle, and high schools are available in the area. Acacia Academy, St. John of the Cross, Faith Academy, Saint Mark Christian Montessori, Trinity Lutheran School, St Cletus, St. Francis Xavier is located near Indian Head Park.

2. Public Buildings

The Village's administrative offices are located in a modern facility constructed in 1982, located on Acacia Drive. The main water pumping station is located to the rear of this facility and serves the entire Village. A Public Works facility on 70th Place houses the Public Works, Water, Building and Sewer Departments. All Village owned vehicles and equipment is stored at this facility. Heritage Center is a free library use in the village and there are libraries available in nearby Villages for a non-resident fee.

3. Fire Protection

The Pleasantview Fire Protection District <http://bit.ly/1VCg84D> serves the entire planning area with three stations:

- (1) Station 1: (Headquarters) 1970 Plainfield Road, La Grange Highlands, IL
- (2) Station 2: 7675 Wolf Road, Burr Ridge, IL
- (3) Station 3: 9096 Joliet Road, Hodgkins, IL

Firemen are on duty twenty-four (24) hours a day at each of the District's three stations. The fire district provides 24-hour paramedic coverage using 11 per shift full time paramedics. According to the Chief of the Fire District facilities and equipment have been updated for current needs and the District is keeping pace with the growth within the planning area.

The Village of Indian Head Park has been given an ISO "Class 2" fire protection rating by the Illinois Inspection and Rating Bureau which assigns ratings on the basis of one to ten range (1 being the best possible). A form is available to

submit to an insurance provider on the Pleasantview Fire website <http://bit.ly/1VCg84D>.

4. Health Care Facilities

Public Law 93-641, the National Health Planning and Resources Development Act of 1974, gives the health planning agencies at State and local levels major responsibilities in determining the need for health care facilities.

Through the Certificate of Need provisions of the Planning Law and Section 1122 of the Social Security Act, the agencies also review proposals for new facilities and major capital expenditures for equipment and services to ensure that only those found to be needed are offered or developed within the states. The State of Illinois Health Facilities Planning Board is the result of the foregoing legislation and has developed and promulgated the Illinois Health Care Facilities Plan in which the Village of Indian Head Park is included.

The Village of Indian Head Park is located in Region A, Health Service Area 6, Community Area 005, as promulgated by the Illinois State Health Care Facilities Plan. Part 2 of the Inventory of Health Care Facilities in the State of Illinois show 11 hospitals with over 4,000 authorized beds, which is 900 more than is needed, to support the population of Community Area 005 Suburban Cook South.

Hospitals convenient to residents of Indian Head Park are Loyola Center for Health in Burr Ridge, Loyola Family Health Center, Adventist LaGrange Memorial Hospital, Adventist Hinsdale Hospital and RML Specialty Hospital.

5. Parks, Recreation and Open Spaces

The Village of Indian Head Park contains and is adjacent to numerous facilities providing open space and recreational opportunities. Included within the immediate area are public, quasi-public and private facilities.

6. Public Lands

Parks and forest preserve lands are the prime publicly owned open space facilities available for nearby recreation. An inventory of such land is listed as follows:

Forest Preserves: Nearly 1,000 acres of Cook County Forest Preserve holdings are located southeast of the Village in neighboring Countryside. The Arie Crown Sundown Meadows and Theodore Stone Preserves all contain numerous outdoor recreational possibilities. At Bemis Woods (located north of Western Springs) a beltway of forest preserve holdings link the Western Suburbs with Brookfield Zoo via a bicycle path which meanders along Salt Creek.

Thousands of additional acres of forest preserve lands exist southwest of the Village in the Willow Springs/Palos area along Archer Avenue. These holdings include densely forested lands and wildlife to provide visitors with a range of open space opportunities. The (I & M Canal National Heritage Corridor) is located within this geographic area.

Within the Village there are five parks; Blackhawk, Sacajawea (Kelli's Park), Arrowhead Memorial and Ashbrook as well as the Acacia Association.

7. Park District

Approximately twenty percent (20%) of Indian Head Park is within the jurisdiction of the Pleasantdale Park District. This District owns and operates several facilities throughout their boundaries. While no park district facility exists within the Village limits, Walker Park immediately south of the Village on Wolf Road provides a 33-acre facility for recreational purposes on Wolf Road.

8. Village Open Space

The Village owns approximately 5 acres of land for future park development. It includes a 4 acre parcel adjacent to Flagg Creek and Interstate 294, and several small parcels located adjacent to public streets. Within the Village there are four parks; Blackhawk, Sacajawea (Kelli's Park), Arrowhead Memorial.

9. Quasi-Public Lands

Three residential developments within Indian Head Park provide recreational facilities to its residents; however, they have been classified as quasi-public. The Acacia Homeowners' Association, Flagg Creek Condominium Association, Ashbrook Homeowners and Townhomes Association and Wilshire Green Association all provide on-site facilities for active and passive recreational uses.

10. Private Land

Two commercially operated golf courses presently exist. Flagg Creek Golf Course is owned by the City of Countryside, managed by the Pleasantdale Park District and is located within the City of Countryside. Private country clubs are located within the area. LaGrange County Club founded 1899, Edgewood Valley County Club founded 1910,

Ruth Lake Country Club founded 1922 and Hinsdale Country Club founded 1898. Several of these clubs offer tennis, swimming and social events in addition to golf. This Comprehensive Plan acknowledges that these uses may change. Specific provisions are included in this plan to accommodate open space preservation if this occurs.

INFRASTRUCTURE

1.ROADS

The Village has 11.7 miles of road within the Village limits. Of these 11.7 miles, 2.8 miles are maintained by either the Cook County Highway Department or the Illinois Highway Department. These include Wolf Road, Joliet Road and Plainfield Road. The remaining 8.9 miles are maintained by the Village Public Works Department. A total of 5.4 miles of these streets are curbed with the remaining 3.5 miles consisting of stone shoulders.

The typical road is made of 10 to 12 inches of crushed stone for a base, overlaid with 2 inches of binder, and two inches of surface asphalt. All roads are designed for a maximum load of 10 tons.

The Village roads are evaluated annually and placed upon a list for maintenance and reconstruction. The repairs are done on a priority basis. The typical repair is an overlay with new surface material. Some streets might require full removal and replacement, if determined to have sub-base failure.

2 WATER SYSTEM

The Village water system is served by one main pump house facility located behind the Municipal Facility on Acacia

Drive. This pump house facility is adequate to provide for the daily water needs of its residents and, if need be, for commercial development. This facility will provide water during a normal operation from 100 gallons per minute to 2,400 gallons per minute.

The Village's normal pumping capacity can provide 1,000 gallons per minute or 1,440,000 per day. Emergency pumping capacity can provide 1,400 gallons per minute or an additional 3,456,000 per day. The combined emergency peak pumping capacity is 1,600 gallons per minute or 5,760,000 per day.

The Village has 16.6 miles of water main served by the Indian Head Park Water Department. The water main pipes are cast iron and ductile iron pipes ranging from 4" to 12" in diameter. Each area of Indian Head Park is served by water lines of sufficient size to meet or exceed the recommended fire flow requirements set forth by sound engineering principles. The Village has underground storage facilities which hold 500,000 gallons of water, with additional storage being studied to accommodate future water needs.

The Village provides Lake Michigan water to its consumers. Water is pumped from the City of Chicago to McCook which pumps water to Countryside and finally to Indian Head Park. A 12" diameter transmission water main from Countryside provides the Village's annual Illinois Department of Transportation daily water allocation.

The Village also has two inter-connections with the Village of Burr Ridge and LaGrange Highlands Sanitary District enabling each to supply water to the other in the event of an emergency.

3. SEWER SYSTEM

Indian Head Park is served by the Metropolitan Water Reclamation District; Stickney Treatment Facility located approximately six miles away. The current population served by the Indian Head Park sanitary sewer system is 3,817 living in 1,873 units based upon the 2013 census. A small number of Village residents are served by the LaGrange Highlands Sanitary District (approximately 15% of the residents). The vast majority of the Village is served by 11 miles of existing public sanitary lines ranging in size from 6" to 15" in diameter. There are 400 manholes maintained in the system.

4. STORM DRAINAGE SYSTEM

The Indian Head Park storm water drainage is 30 percent open drainage with the remaining 70 percent concrete piping or culverts. The piping ranges in size from 4" to 54" in diameter. The system had been designed with multiple retention basins located at various areas around the Village. All storm water from the Village is discharged at 18 points into Flagg Creek and its tributaries in the community.

5. ELECTRIC/GAS, TELEPHONE AND CABLE TELEVISION

Electric, gas, telephone and cable television are provided in the Village by ComEd an Exelon Company, Nicor Gas an AGL Resources Company, AT&T and Comcast Inc., and various dish and leased resource infrastructure providers.



The Village of Indian Head Park is one of the outstanding residential areas in the Chicago Metropolitan Region. It is not only characterized by high quality residential development, but also possesses outstanding natural features which create an attractive environment for future development. These features include mature, wooded lots and streetscapes which provide an urban forest; a gentle rolling terrain which provides a diverse visual experience and allows for interesting building and landscape designs; and the natural watercourse of Flag Creek which provides open space and habitat for a variety of animal and plant species. All nature offerings are within 30 minutes of the Chicago Loop.

The preservation of these qualities, as well as the improvement of other aspects of community development can only be accomplished via increased community facilities and services, the protection of taxable resources, and the establishment of a viable framework within which social, economic, and physical development can take place. The Comprehensive Plan is one of the basic elements that will aid Village officials in arriving at sound decisions which, in their collective impact, will attain such ends.

If the Comprehensive Plan is to become effective, it must be based upon carefully formulated goals for community development. These goals represent the general aim and purpose of the Plan. In order to serve as a specification for the Plan, however, broad goals must be converted to more specific objectives. In light of these goals and objectives, policies are formulated to establish a directional context within which specific decisions and proposals can be made. The goals, objectives and policies formulated herein constitute tentative guidelines for the Physical Plan as well as the basis for the implementation mechanisms of the Comprehensive

Plan. Like the plan itself, these guidelines should be periodically reviewed and updated as conditions change.

Before these goals are finalized, it is necessary to understand that its formulation represents that phase of the planning process wherein the community, through its Planning Commission and governing body analyzes past and current development trends, as well as future potential, and then envisions the desired character future development should take. It is at this stage that the people of Indian Head Park actively participate in the decision making process. Therefore, it is important to recognize and understand the Village's role within the metropolitan area.

It was noted in previous sections that Indian Head Park is primarily a residential suburb whose inhabitants commute to places of employment outside the Planning Area. In addition, its labor force is largely of a professional and technical nature. As a result, future employment generation should be geared toward those demographic patterns which presently exist and shall be selected based upon minimization of impact upon surrounding land uses.

Therefore, the Village should not attempt to evolve into an autonomous, self-sufficient community characterized by a so called "balance" of land uses but rather strive to function as a distinctive, yet integral part of the metropolitan pattern. As such, it is the challenge of Indian Head Park to encourage the development of a unique environment characterized by a sense of "community" as well as a sense of relationship to Metropolitan Chicago. In addition, the population of the Village should be served by facilities and services of the highest order to meet its daily needs and to insure a healthful, safe and pleasant environment.

DEVELOPMENT GOALS

- (1) The promotion of the comfort, safety and well-being of the residents of Indian Head Park.
- (2) The maintenance of the Village primarily as a residential community.
- (3) The development of a physical environment characterized by functional efficiency, aesthetic quality and optimum livability.
- (4) The development of an efficient circulation system linking all elements of the community.
- (5) The preservation and injection of vitality and beauty into every portion of the Village.
- (6) The preservation, protection and improvement of the Village's landscape features.

DEVELOPMENT OBJECTIVES

- (1) The preservation of the Village's attractive residential character and woodland resources.
- (2) The prevention and elimination of adjacent development incompatibilities and nuisances, stabilization of property values, enhancement of private investments in real property and protection of the community's tax base through annexation of as much of the planning area as is prudent.
- (3) The preservation and development of attractive, high quality residential areas with high levels of services and amenity values, in proper relationship to transportation facilities, community facilities and other land uses.
- (4) The encouragement of an imaginative variety of housing types suited to the area's natural attractiveness.
- (5) The promotion of high quality construction in all new development and adequate maintenance of existing development through the adoption and enforcement of sound regulatory measures such as contemporary zoning, subdivision regulations, building and housing codes.

- (6) The encouragement of retail businesses to meet the daily shopping needs of area residents.
- (7) The achievement of a high level of accessibility via the circulation system between residential areas; educational facilities; places of employment; shopping facilities; and recreational areas through proper allocation of traffic volumes and minimization of functional conflicts.
- (8) The improvements or expansion of community facilities which afford the best possible educational, cultural and recreational opportunities to the people of Indian Head Park.
- (9) The provisions of adequate and properly located sites for community facilities to meet current and future needs through advance acquisition and, where possible, temporary use of vacant land.
- (10) The preservation of land having special potential for future parks and recreational facilities through acquisition.
- (11) The conservation of natural features and resources through reforestation, the protection of water, vegetation and wildlife.

DEVELOPMENT POLICIES

RESIDENTIAL DEVELOPMENT

It was suggested in the introduction to this report that the Planning Area is generally defined by four major thoroughfares which constitute distinct physical boundaries and, therefore, give the area potential as a physically integrated community. Development and annexation should be pursued within this Planning Area.

The Village should encourage a degree of diversity in housing types which are consistent with its social and economic character. In addition, incompatible activities should be isolated from

residential areas so that housing is not adversely affected by these activities, and the latter are not limited because of their proximity to housing.

Essential facilities and services should be provided in every residential area. These include direct access to the street system, off-street parking, recreational open space, public utilities, and police and fire protection.

Housing should be grouped according to density type. Density can be measured in terms of housing units per acre. Based upon existing conditions and the goals and objectives established herein, density standards which limit the maximum permissible residential densities should be adopted. These standards must be adequate to insure the achievement of minimum objectives of light, air, protection from fire, and other dangers; and that public health, safety, welfare and comfort are promoted. A combination of higher density housing and open space should be utilized as transitional uses between major streets, commercial facilities, and lower density residential areas.

COMMERCIAL DEVELOPMENT

A sufficient business district should be encouraged to meet the commercial needs of the residents.

It should also lend itself to appropriate landscaping to provide for harmonious existence with the community as a whole. All of the enterprises in the business district should be economically compatible.

The business district should be within easy driving distance of low-density residential areas. Pedestrian access should be facilitated and separated from automobile traffic, wherever possible.

Adjacent residential properties should be protected from nuisances associated with the business district such as traffic, noise, and light through the proper layout of physical facilities and the use of screening.

TRANSPORTATION

Traffic from access and sub-collector streets should be channeled to collector and arterials, which define the boundaries of individual residential areas and intersect or terminate at arterials at limited locations. Arterials should serve high volume traffic moving between principal areas of the region, and collect and distribute traffic from expressways to collectors' arterials and sub-collector streets.

Commercial traffic should be limited to arterials and collector streets. Residential streets should be protected from such traffic for all purposes other than direct service to residences. This will increase safety in residential areas as well as protect street pavements from the impact of heavy commercial vehicles.

pedestrian and vehicular circulation should be separated, wherever possible. Through traffic should be eliminated from residential streets, and pedestrian walkways should provide more direct access to community facilities.

COMMUNITY FACILITIES

Because of the close relationship between educational and recreational facilities and services, coordination should be sought in the development of parks and schools. Elementary schools should continue to be safely accessible by children and located within easy walking distance of all sections of the residential areas they are intended to serve. The size of elementary school sites

should continue to be sufficient to accommodate ample play space, landscape treatment, and off-street parking for employees.

The design of elementary school facilities should reflect the need for their civic and recreational use by the community after school hours and during vacation periods.

The Village should continue its efforts to maintain the park sites on Cascade Drive and along the Interstate 294 location. All such sites should continue to include active and passive recreational opportunities for adults as well as children.

Facilities which provide active opportunities should be centrally located within their respective service areas. Parks, which provide passive pursuits, should coincide with scenic features such as lakes, streams, woodland, etc.

Recreational facilities should be adequate in number and size as well as safely accessible from all parts of their service areas. Wherever possible, recreation and education facilities should be planned, developed, and administered in combination to insure efficiency and coordination.

PHYSICAL PLAN

The physical or land use plan of any community is a deliberate attempt on the part of the government entity to graphically depict a rational land use policy for itself and its environs. This policy is based on the analysis of existing conditions, goals, and objectives agreed upon by the Plan Commission and Board of Trustees. The physical elements of the Village must be properly disposed, and the plan socially acceptable and economically sound. Each community radiates a spirit and individuality which sets it apart from all others.

The success of the plan rests on the degree to which these characteristics are captured. Green spaces, recreation and transportation are required to maintain a high level of community desirability.

The physical plan or design phase of the program is directed toward establishing a framework – a graphic illustration of these basic elements: (1) land use; (2) thoroughfares and; (3) community facilities. The Land Use Plan depicts the inter-relationships between the various kinds of privately and publicly owned lands. One of the important features of the Land Use Plan is its organization of broad and compact areas for housing of differing densities, and business complexes with degrees of economic affinity, located in such a manner as to assure compatibility of all land uses within the community.

The Thoroughfare Plan identifies the network of traffic arteries by which the various categories of private and public lands are interconnected and made accessible in accordance with their function. The Community Facilities Plan allocated land, in relation to the other two plans, as sites for public schools, parks, playgrounds, community centers, and the like.

The term Physical Plan should not be confused with the overall descriptive title of Comprehensive Plan. The Comprehensive Plan consists of all background studies on which the Physical Plan is based, the Physical Plan itself, and the tools to be used in implementing the Physical Plan.

1. Physical/Land Use Plan

The Physical Plan, as illustrated, designates for the foreseeable future the apportionment and distribution of the various uses of land for private, public, and semi-public development. The Physical Plan includes those areas to be

considered for future annexation by the Village of Indian Head Park. This indicates the proposed ultimate boundary of the Village.

Most land uses designated in the physical plan represent those actual uses or zoning classifications which existed on the date of adoption of the Comprehensive Plan. Several parcels of land have received special study and are highlighted within the plan because an envisioned change of land use or the need to identify land uses of parcels for potential annexation.

2. Residential

All of the vacant land presently in the corporate limits of the Village of Indian Head Park should be maintained and developed in harmony with the presently developed areas in the Village.

There are only a few vacant platted lots remaining in the Village. Without further expansion of the corporate limits, development will be limited. Indian Head Park, however, is situated in an area where the pressure for intensive development will most likely cause one of the two golf courses adjacent to the Village to be developed. Their proximity to other residential property lends themselves to further housing development.

It is assumed that the developers of these areas will wish to build a combination of conventional single-family detached houses, PUDs (planned unit development) and upscale townhouses.

The Land Use Plan shows four categories of residential land use. (1) Single-family detached which generally consists of

0-4 dwellings per acre. (2) Single family attached which consists of 0-7 dwelling units per acre. (3) Low density multiple family which consists of 0-10 dwelling units per acre. (4) High density multiple family consisting of 10.1-22 dwelling units per acre.

It is also assumed that the developers would wish to annex their land to the Village of Indian Head Park provided satisfactory arrangements can be made for utilities and acceptable land use controls.

The relative merits to the Village for annexing these peripheral areas are analyzed later in this report. The Village has control of land use within its corporate limits; and only by annexation can the Village exercise that control.

3. Commercial

The land use plans shows three categories of commercial: (1) retail commercial; (2) general commercial; (3) office research and/or light industrial. Retail commercial includes those activities that furnish the daily needs of the people in the area while general commercial includes a broader range of activities such as highway oriented, region serving or major shopping. Office/research and/or light industrial uses include those activities which are more employment than consumer oriented.

4. Institutional

Institutional land uses refer to churches, libraries, hospitals, nursing homes and similar quasi-public uses. Institutional land uses which presently exist within the Village are illustrated on the physical plan.

5. Public

Public land uses include schools, fire stations, municipal facilities and similar uses.

6. Open Space

Open space uses include all publicly and privately owned land intended for recreational purposes.

7. Transportation

All of the major arterials and collector streets in the planning area are under the jurisdiction of the County or the State of Illinois. Local streets within the Village are fairly new and generally in good condition. New development areas annexed to the Village need streets that meet existing codes. In areas that may be annexed where there are existing substandard streets, arrangements should be made up to upgrade those streets in conjunction with the annexation.

Community Facilities

1. Open Space

As a condition of approval of a plat of development, each sub-divider or developer will be required to dedicate land for park and recreational purposes to serve the immediate and future needs of the residents of the development; or make a cash contribution in lieu of actual land dedication; or a combination of both at the option of the Village. The total requirement shall be ten acres of land per 1,000 residents.

2. Study Areas

The specific parcels receiving special planning consideration during the formulation of the Comprehensive Plan have been labeled study areas. The specific study areas analyzed during this comprehensive planning process are illustrated in the appendix, which is designated land use shown on the physical plan. Each study area is summarized as follows (an asterisk designates a parcel of land which is partially or wholly unincorporated).

a. LaGrange Highlands*

The LaGrange Highlands is a predominately residential enclave of unincorporated Lyons Township. The existing land users are envisioned to continue. However, consideration of commercial land uses might be appropriate at intersections of primary roadways. Such evaluation shall be made on a case-by-case basis as land use petitions are received by the Village.

b. IDOT Surplus Land

This parcel is presently owned by the Illinois Department of Transportation. Because of its location at the northeast corner of Wolf and Joliet Roads, the envisioned land use is commercial. The parcel size is approximately 5 acres. Due to its present drainage component, it is likely a portion of this property will be open space.

c. Joliet/Wolf/Tollway Triangle

This parcel of approximately 17 acres is a combination of commercial and single family land uses. It is envisioned that the entire parcel would be suitable for commercial development. Development may be either unified or individually accomplished.

d. Supersite

The parcel known as "The Supersite" consists of several commercial, vacant and residential land uses. Its location is suitable for an intensive commercial land use. It is envisioned that an appropriate use for this area is office/research/light industrial. The site is bisected by Flagg Creek Road and 70th Place.

e. Edgewood Valley Country Club*

The Edgewood Valley Country Club is a private facility consisting of 175 acres. Because of the unique nature of this facility, it is envisioned that this parcel will remain as open space/recreational land.

Implementation of the Plan

In order to carry out the Comprehensive Plan's long-range goals and objectives, and to realize the recommendations of the physical plan, much cooperative effort will be required over a period of time.

Awareness of the need for participation of many individuals and organizations is vital to the success of the plan. Some tools available for this phase of the process are: (1) Legal Controls; (2) the Comprehensive Plan; (3) a Capital Improvement Plan, (4) Financing, and (5) Annexation.

Legal Controls

The Zoning Ordinance controls land use as it applies to existing and newly acquired property. It is used to encourage orderly and stable development. A zoning map is published as required to reflect any changes.

The Official Map may designate areas of future public use filed with the Cook County Clerk and would serve as notice of the community's intention to purchase property. The Plan should not be considered a final product but continue to change as the community grows. These changes should be based on careful study and reassessment of current conditions. It would be desirable to arrange reviews several months prior to the annual budget providing ample time to alter the Comprehensive Plan, Zoning, and Capital Improvement Program. It will also enable the Village to determine how successful it was on meeting their goals. Priorities will be rearranged and background material modified to reflect existing conditions. The public must be involved in every step of the process.

Capital Improvement Program

Throughout the country, municipal governments are facing the problem of financing major public improvements. By their nature, major public improvements are long-term investments and the funds needed usually cannot be obtained from the annual operating budget.

Ever increasing demand for more and better types of public services constantly absorbs any increase in municipal revenues and leaves little remaining to pay for needed public improvements.

Municipalities often must borrow money to finance major improvements via long-term loans. State statutory debt limits based on assessed value prevents the borrowing from becoming an endless source of financing outside the operating budget. Accumulated bonded debt should also be less than the State's limit to maintain the municipality's credit rating.

Capital Improvement programming is the coordination of public works activities over a long period of time. Establishment of

priority ranking of each project is made possible through the comprehensive planning process. If supported by sound financial considerations, the Capital Improvement Program provides both the governing bodies and the public a framework upon which to base their decisions and support of a program that will:

Assure the use of available funds on the most needed improvements in proper sequence.

Coordinate the improvements projected by various governmental agencies with jurisdiction to avoid duplication of effort.

Control the extent of long-term financial debt that will occur, and

Be organized and aware of how to encourage privately financed capital improvements in the community.

The Capital Improvement Program consists of listing improvements of a permanent nature and their cost over a five to ten year period.

It also examines past financial experience to determine the approximate amount funds that will be available in the future to develop these proposals. The Program must be flexible enough to meet changing conditions.

Financing

The major problem in the financing of a Capital Improvement Program is the choice of the sources and methods of financing. Sufficient funds should be made available for every project that is scheduled, including the matching funds necessary for assistance from State and Federal governments. This requires coordination

between various levels of government and some advance planning on the Village's part. This can be easily accomplished if a Capital Improvement Program is in operation.

Financing of a project can be broken down by different development stages. Preliminary planning or engineering work can be financed from the general of capital fund. Pre-construction costs could be accounted, charged to, and borrowed from the general fund, and reimbursed from the gross project funds. After pre-construction and site selection, the project fund should be authorized to only release sufficient funds to meet immediate needs. Interest on the balance will economize on debt retirement.

Financing from property taxes can be generated through the General Operating Fund, General Obligation Bonds and Special Assessments. In addition to these revenues, the Federal Government has several loan and grant programs which are helpful in development of a public project.

Rules of Financing;

Capital Improvements and debt service should equal about 20 percent of the total budget to encourage adequate investment and discourage delaying construction which could result in higher costs.

Debt service should not exceed 25 percent of the total budget to avoid burdensome debt.

At least 20 percent of Capital Improvements should be financed from current revenues to maintain the municipality's bond rating.

At least 25 percent of the debt principal should be scheduled for retirement within the current and succeeding four years in order to allow for future borrowing needs.

Annexations

Introduction

One of the most serious problems any municipal government faces is the lack of its corporate limitations in areas adjacent to its borders. All too often such areas are developed in a manner having serious detrimental effects to the attractive and stable growth of the community as a whole. If a municipality within a metropolitan area decides to establish high standards regarding growth in its contiguous areas, it must have the opportunity to guide and control such development. Control over the type of development is fundamental and affects all other considerations. The only satisfactory solution to the problem of extending essential urban services and facilities to peripheral areas is through annexation.

The purpose of this section is, therefore, to evaluate the pros and cons of implementing a program of annexation of contiguous unincorporated lands; to determine what areas should be annexed; the desirable and practical limits that the Village boundaries should be extended in order to provide reasonable protection and control; and to identify the fiscal considerations involved in annexing presently unincorporated areas.

Outlook for Future Growth

The potential growths of the area and the opportunities for new development have been discussed in the Village's Comprehensive Plan. As indicated, population and economic growth for the area is indeed most promising. How soon and how fast the potential will

be realized will depend, in part, on decisions made, and actions taken, to encourage growth and to realize the objectives of the Village's long-range plan. These objectives can be best implemented by the Village exercising complete control over the decisions affecting new development. For this reason, annexation of contiguous land is important for the success of Indian Head Park's long-range planning program.

The Pros and Cons of Annexation

Before initiating a program of annexation, a municipality should recognize the advantages and disadvantages of taking such action. In most instances they will differ depending from which side of the Village limits they are being viewed. What might be an advantage to the owners of property proposed for annexation may very well prove to be a costly experience to the Village. Although it might usually appear that the major considerations in annexation are economic in nature, the non-economic considerations frequently are the most compelling ones.

From Indian Head Park's point of view, annexation of contiguous developed and vacant lands is desirable because it would:

- Afford the village greater control over designation and the development of sites for future schools, parks, etc. thus helping to assure orderly community growth
- Provide an opportunity to plan for a balance of land use
- Enhance the Village's tax base, thus providing revenue to improve the quality of community facilities and services

From a land owner's or developer's viewpoint, such annexation is desirable, because municipal services would become available such as:

- Sanitary sewage, storm drainage, and water supply systems
- Police protection
- Parks, playgrounds, and other public buildings and facilities

In addition, there are less tangible factors that property owners may consider to be advantageous, such as becoming a participant in local governmental decisions and affairs, a sense of "belonging" to a prestigious community, and the sense of well-being that there will be a positive control regarding land development and more dependable long-range planning under the aegis of a municipality.

From the Village's position; there are several possible adverse factors which must be carefully weighed:

- Sheer size – as more and more people move into the Village, it loses its rural, low-density image
- The retention of a community "image" might be adversely affected by the inclusion of other types of land use than presently exists in the Village

However, even where the Village's cost of annexation exceeds the benefits to be derived, the advantages cited earlier should be equated against disadvantages. The decision to, or not to, annex should be made on the long-range consequences (socially, economically, and physically) as they affect the future of the Village as a whole.

Criteria for Annexation

Any municipality which contemplates annexation should do so in an intelligent, logical manner. A municipality should not annex to the point where service and facility demands become financially prohibitive.

However, it should not annex in a piecemeal manner where the opportunity for beneficial guidance of land development has passed. Consequently, certain guidelines or criteria are desirable to determine the proper time and place for annexation. Generally, the following standards for annexation planning are applicable:

- The area should be contiguous to the Village.
- There should be a mutual interest between the Village and the land owners.
- The long-term socio-economic advantages must outweigh the financial disadvantages both to the Village and the owners of property to be annexed.
- The cost benefit ratio to the Village should not be excessively burdensome.
- The Village must have the capacity of providing essential facilities and services within a reasonable length of time.

The logical application of these criteria is on a segmental basis dividing the Village's peripheral area into sub-areas. They should be compact, contiguous, and unified as to the predominate type of land use, either existing or proposed. Also, they should bear comparable economic characteristics such as tax and service charges so that projected valuations and anticipated revenues might be readily postulated and evaluated.

Dedication of Open Space

The Village should strive to utilize its annexation powers to insure sufficient open space is reserved for the use of future generations. As part of the annexation agreement negotiations, the Village should adopt a standard of ten (10) acres per 1,000 populations to determine necessary land requirements.

Future development should conform to this land standard or provide sufficient cash contributions for the acquisition and/or development of other open space.

STUDY AREAS

- #1 LaGrange Highlands
- #2 I.D.O.T. Surplus Land
- #3 Joliet/Wolf/Tollway Triangle
- #4 Supersite (70th Place Properties)
- #5 Genge Property
- #6 Joliet Road