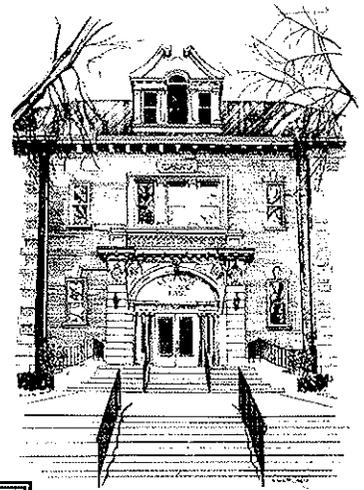


# Village of La Grange



## VILLAGE BOARD MEETING

MONDAY, FEBRUARY 13, 2006

7:30 p.m.

Village Hall Auditorium

53 South La Grange Road

La Grange, IL 60525

Elizabeth M. Asperger  
Village President

Robert N. Milne  
Village Clerk

VILLAGE OF LA GRANGE  
BOARD OF TRUSTEES REGULAR MEETING

Village Hall Auditorium  
53 South La Grange Road  
La Grange, IL 60525

AGENDA

Monday, February 13, 2006 – 7:30 p.m.

1. CALL TO ORDER AND ROLL CALL

*President Elizabeth Asperger  
Trustee Richard Cremieux  
Trustee Mike Horvath  
Trustee Mark Langan  
Trustee Tom Livingston  
Trustee Nicholas Pann  
Trustee Barb Wolf*

2. PRESIDENT'S REPORT

*This is an opportunity for the Village President to report on matters of interest or concern to the Village.*

A Oath of Office – Firefighter / Paramedic Greg Hamm

3. PUBLIC COMMENTS REGARDING AGENDA ITEMS

*This is the opportunity for members of the audience to speak about matters that are included on this Agenda.*

4. OMNIBUS AGENDA AND VOTE

*Matters on the Omnibus Agenda will be considered by a single motion and vote because they already have been considered fully by the Board at a previous meeting or have been determined to be of a routine nature. Any member of the Board of Trustees may request that an item be moved from the Omnibus Agenda to Current Business for separate consideration.*

A. Resolution – Acknowledging Local Law Enforcement Block Grant Funding for the Cook County Judicial Advisory B.A.D.G.E. Program

B. Award of Contract – Fire Department Apparatus Repairs / Bodywork

C. Engineering Services Agreement – South Gilbert Avenue and Burlington Avenue Water Main Replacement Projects

- D. Engineering Services Agreement - Sewer Televising
  - E. Resolution – Comcast Maximum Permitted Rates – Basic Service Tier
  - F. Consolidated Voucher 060213
  - G. Minutes of the Village of La Grange Board of Trustees Regular Meeting, Monday, January 23, 2006
  - H. Minutes of the Village of La Grange Executive Committee Workshop, Monday, January 30, 2006
5. CURRENT BUSINESS  
*This agenda item includes consideration of matters being presented to the Board of Trustees for action.*
- A. Parking Structure – Change Order Request: *Referred to Trustee Cremieux*
6. MANAGER’S REPORT  
*This is an opportunity for the Village Manager to report on behalf of the Village Staff about matters of interest to the Village.*
7. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA  
*This is an opportunity for members of the audience to speak about Village related matters that are not listed on this Agenda.*
8. EXECUTIVE SESSION  
*The Board of Trustees may decide, by a roll call vote, to convene in executive session if there are matters to discuss confidentially, in accordance with the Open Meetings Act.*
9. TRUSTEE COMMENTS  
*The Board of Trustees may wish to comment on any matters.*
10. ADJOURNMENT

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The Village of La Grange is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and/or participate in this meeting, or who have questions, regarding the accessibility of the meeting or the Village’s facilities, should contact the Village’s ADA Coordinator at (708) 579-2315 promptly to allow the Village to make reasonable accommodations for those persons.

**PRESIDENT'S REPORT**

VILLAGE OF LA GRANGE  
Fire Department

**BOARD REPORT**

TO: Village President, Village Clerk, and  
Board of Trustees and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager and  
David W. Fleege, Fire Chief

DATE: February 13, 2006

RE: **OATH OF OFFICE – FIREFIGHTER/PARAMEDIC GREG HAMM**

---

With the duty related disability retirement of Firefighter/Paramedic Don Hoekendorf in August 2005, a vacancy was created in the La Grange Fire Department. The La Grange Board of Fire and Police Commissioners have appointed Mr. Greg Hamm to the position of Firefighter/Paramedic effective February 6, 2006.

Greg is a licensed paramedic and is scheduled to attend the Firefighter II Training Academy which begins on March 6<sup>th</sup>. Greg most recently worked for a private ambulance provider. He is single and resides in Schaumburg, Illinois.

We are pleased to present Greg Hamm to the Village Board and we invite him to step forward so that Village Clerk Robert Milne can administer the oath of office.

2-A

**OMNIBUS VOTE**

VILLAGE OF LA GRANGE  
Police Department

**BOARD REPORT**

TO: Village President, Village Clerk,  
Board of Trustees and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager and  
Michael A. Holub, Chief of Police

DATE: February 13, 2006

RE: **RESOLUTION - ACKNOWLEDGING LOCAL LAW ENFORCEMENT  
BLOCK GRANT FUNDING FOR THE COOK COUNTY JUDICIAL  
ADVISORY B.A.D.G.E. PROGRAM**

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Cook County would like to continue to support our B.A.D.G.E. efforts and therefore, they have recently approved a \$10,000 allocation in federal funds to La Grange. The B.A.D.G.E. Program is designed to eliminate or reduce the influence and impact of drugs and gangs. We have received funding from the B.A.D.G.E. initiative since 2003, through the Judicial Advisory Council of Cook County, and the program has been quite well received in the community.

Our goal with this year's \$10,000 allocation is to complete the communications upgrade initiated last year with B.A.D.G.E. funds. (One-half of our police officers received new radios from the funding provided in the previous award.) This upgrade will allow for each of our officers to have an assigned portable radio. As you know, communications is our lifeline and we have been sharing various older model radios between all of our Patrol Officers and Auxiliary Police members. With this new round of disbursements, we can replace the out-of-date radios we have now, and assure that all radios have the same capabilities and frequencies.

In order to receive federal funds, we must file a new proposal, including a budget, program description, and a Resolution from the Village Board to approve acceptance of the Local Law Enforcement Block Grant (LLEBG) funds from Cook County. The proposal and budget have already been filed and accepted, leaving only a formal Resolution to complete the process.

We recommend that the attached Resolution accepting the LLEBG funds from Cook County to continue our B.A.D.G.E. Program be approved.

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RESOLUTION \_\_\_\_\_

ACKNOWLEDGING LOCAL LAW ENFORCEMENT  
BLOCK GRANT FUNDING FOR  
THE COOK COUNTY JUDICIAL ADVISORY  
B.A.D.G.E. PROGRAM

**WHEREAS,** it has been proven that community crime and drug prevention efforts are fundamental in reducing victimization and in helping to rebuild a sense of mutual responsibility and shared pride in the community; and

**WHEREAS,** crime and drug prevention depends upon effective partnerships among government, law enforcement, concerned individuals, schools, community groups, business and neighbors; and

**WHEREAS,** effective and efficient technology is a necessary component of crime and drug prevention efforts, requiring state-of-the-art communication systems to assist police officers as they promote positive alternatives to delinquency and drug use among young people and as they encourage youth to recognize their personal stake in their schools and neighborhoods; and

**WHEREAS,** the Judicial Advisory Council of the Cook County Board has recognized the success of the existing Village of La Grange Balanced Approach to Drug and Gang Elimination (B.A.D.G.E.) Program, and

**WHEREAS,** Local Law Enforcement Block Grant funds were available for Federal Fiscal Year 2004 for the furtherance of the Village of La Grange to continue in their efforts.

**NOW, THEREFORE BE IT RESOLVED** that the Village President and Board of Trustees of the Village of La Grange, on behalf of the citizens of the Village of La Grange, do hereby acknowledge the B.A.D.G.E. Program and accept the FFY2004 funding that has been committed to the Village of La Grange.

**ADOPTED** by the Village Board of Trustees of the VILLAGE OF LA GRANGE, Illinois the \_\_\_\_ day of \_\_\_\_\_, 2006, pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2006

ATTEST:

\_\_\_\_\_  
Elizabeth M. Asperger, Village President

\_\_\_\_\_  
Robert N. Milne, Village Clerk

4-A.1



OFFICE OF THE PRESIDENT  
**BOARD OF COMMISSIONERS OF COOK COUNTY**

118 NORTH CLARK STREET  
CHICAGO, ILLINOIS 60602  
(312) 443-6400  
TDD (312) 443-5255

JOHN H. STROGER, JR.  
PRESIDENT

COPY

December 2, 2005

Hon. Liz Asperger  
President - Village of LaGrange  
53 South LaGrange Road  
LaGrange, IL 60525

Re: Federal Fiscal Year 2004 Local Law  
Enforcement Block Grant (B.A.D.G.E.)  
Funding

Dear President Asperger:

I am pleased to advise you that this Administration is providing the Village of LaGrange the opportunity to participate as a direct recipient of Cook County's Federal Fiscal Year 2004 Balanced Approach to Drug and Gang Elimination (B.A.D.G.E.) Program.

Cook County has received a 60% reduction in allocations for this funding cycle. Regretfully, the resulting impact of these reductions has been felt by all of the County's Local Law Enforcement Block Grant (B.A.D.G.E.) participants. I have directed that your municipality receive \$10,000.00 for the Federal Fiscal Year 2004 funding cycle.

Daniel Coughlin, Executive Director of the Judicial Advisory Council, will again administer this program on my behalf. The Local Law Enforcement Block Grant (B.A.D.G.E.) funds must be fully expended by November 1, 2006. Therefore, you will need to complete and submit the enclosed program application by December 30, 2005. Please direct any questions that you may have to Mr. Coughlin at 312-603-1133.

Sincerely,

John H. Stroger, Jr.

enc.

cc: Chief Michael Holub

llebgnotlet2004#2.s

DEC 15 2005

4-A-2

VILLAGE OF LA GRANGE  
Fire Department

**BOARD REPORT**

TO: Village President, Village Clerk, and  
Board of Trustees and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager and  
David W. Fleege, Fire Chief

DATE: February 13, 2006

RE: **AWARD OF CONTRACT – FIRE DEPARTMENT APPARATUS  
REPAIRS / BODYWORK**

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The FY 2005-06 Equipment Replacement Fund (ERF) budget provides for utilizing accumulated available reserve funds for necessary body repairs to Truck 1119 (1993 aerial ladder truck) and Engine 1111 (1991 pumper truck). These body repairs should extend the useful life of these vehicles.

These fire apparatus are in need of bodywork repairs for the following reasons:

1. From a functional standpoint, the body corrosion has become progressively worse over the past three years.
2. To extend the useful life of these vehicles in order to reach their scheduled replacement date (FY 2013-14 for the ladder truck and FY 2014-15 for the pumper).

Due to the specialized nature of the fire apparatus bodywork repairs in general, competitive quotations were solicited from three vendors with recognized experience in the field of fire apparatus body repairs. I would like to note that the manufacturer of these fire apparatus, Pierce Manufacturing in Appleton, Wisconsin, was not requested to submit a proposal. Through my past experience, their suggested repair work is generally more extensive in nature (total repaint of vehicle and/or body replacement) which would be beyond the scope of the work necessary and funds budgeted.

Below is a summary of the competitive quotations received for the specified bodywork repairs. Please note that WIRFS Industries, Inc. of McHenry, Illinois declined to submit a proposal.

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VENDOR/LOCATION	ENGINE 1111	TRUCK 1119	TOTAL
Renewed Performance, Inc. Tipton, Indiana  Estimated time to complete – 30 calendar days for the truck & 70 calendar days for the engine. Warranty – 3 years paint, 1 yr. body repairs.	\$26,599.00 <i>(50% due after repairs &amp; before paint)</i>	\$17,736.00	\$44,335.00
Van Eck Collision & Paint Inc. South Elgin, IL  Estimated time to complete – 6-8 weeks both vehicles. Warranty – Life time paint, 3 years steel body repair, 5 years aluminum repair.	\$28,528.80	\$20,356.23	\$48,885.03 - 4,888.50 <hr/> \$43,996.53  <i>(Less 10% discount offered on total repair costs - 50% per vehicle is due when vehicle is delivered for repair)</i>
FY 2005-06 ERF			\$45,000.00

Based upon the information contained in the summary of competitive quotations, Van Eck Collision & Paint, Inc. has a more favorable estimated time frame to complete the bodywork on both vehicles and offers a better warranty with regard to paint and body repair.

It is our recommendation that the Village Board waive the competitive bidding process and authorize staff to enter into an agreement with Van Eck Collision & Paint, Inc. of South Elgin, IL. for the completion of the bodywork repairs in the amount of \$ 43,996.53.

*4-B.1*

VILLAGE OF LA GRANGE  
Department of Public Works

**BOARD REPORT**

TO: Village President, Village Clerk  
Board of Trustees, and Village Attorney

FROM: Robert Pilipiszyn, Village Manager  
Ken Watkins, Director of Public Works

DATE: February 13, 2006

RE: **ENGINEERING SERVICES AGREEMENT –SOUTH GILBERT  
AVENUE AND BURLINGTON AVENUE WATER MAIN  
REPLACEMENT PROJECTS**

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We are pleased to report that the Village has been awarded a second State and Tribal Assistance Grant (STAG), which is under the direction of the U.S. Environmental Protection Agency, in the amount of \$336,800 for water system improvements. This grant was made possible by Congressman Lipinski through a Congressional appropriation to the U.S. Environmental Protection Agency. The grant requires a 45% local match. In addition, engineering costs are not eligible for federal funding and thus, this expense is the sole responsibility of the local agency.

As discussed at the Capital Projects Workshop on January 30, 2006, we propose to utilize this grant to complete two separate but much needed projects within our water distribution system (see attached location map). While the individual cost of each project has changed as we continue to refine project scopes, the combined estimated cost of approximately \$600,000 remains valid. The first project segment is the replacement of the water main in Burlington Avenue between Bluff Avenue and La Grange Road. This section of main has a history of costly breaks and frequent repairs. A new 12-inch water main will be installed beneath the roadway in Burlington Avenue and proceed south down Bluff Avenue underneath the sidewalk, ending with a connection at Calendar Avenue. The second project segment will be the installation of new, 12-inch water main underneath the sidewalk on Gilbert Avenue between Elm Avenue and 47<sup>th</sup> Street. This would replace the existing 6-inch water main which is undersized. A larger main will improve pressure and fire flow in this neighborhood. The table below summarizes the estimated cost of construction.

PROJECT SEGMENT	CONSTRUCTION COST	FEDERAL SHARE 55 Percent	VILLAGE SHARE 45 Percent
Gilbert Avenue	\$343,747	\$189,061	\$154,686
Burlington Avenue	\$257,309	\$141,520	\$115,789
Total Cost	\$601,056	\$330,581	\$270,475

4-C

Engineering Services Agreement – South Gilbert Avenue and Burlington Avenue  
Water Main Replacement Projects – Board Report – February 13, 2006 – Page 2

We have earmarked sufficient funds in the proposed FY 2006-07 Village budget / Water Fund for the installation of these two replacement water mains.

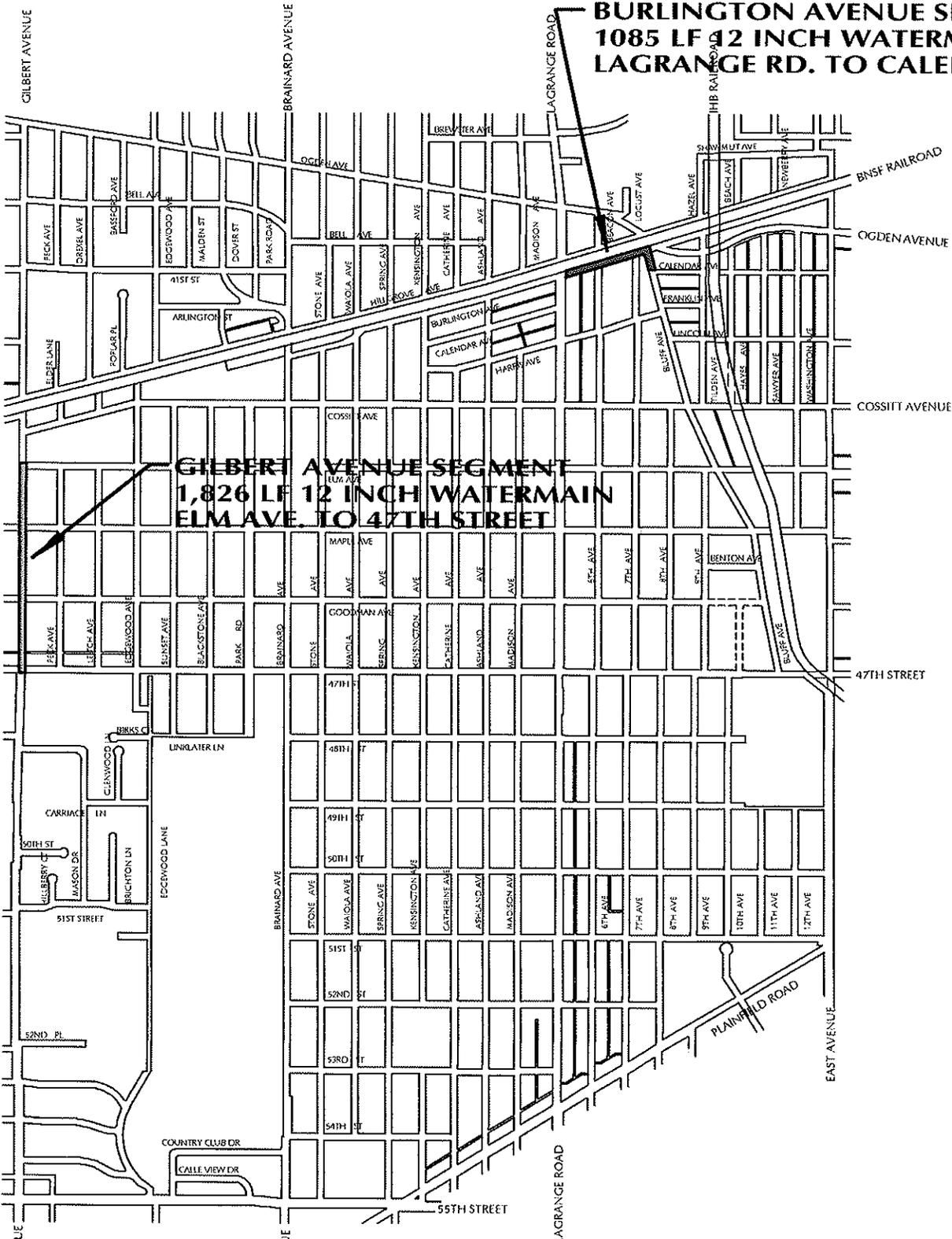
Attached for your consideration is an engineering services agreement from Heuer and Associates, our Village Engineer. Mr. Heuer proposes to oversee the planning, design, and construction of both project segments in an amount not to exceed \$94,335. We have reviewed the agreement and find it to be in order with our project expectations. We have earmarked sufficient funds in the proposed FY 2006-07 Village budget / Water Fund for these professional services.

We recommend that the engineering services agreement for the South Gilbert Avenue and Burlington Avenue water main replacement projects as submitted by Heuer and Associates in an amount not to exceed \$94,335 be approved.

4-C.1

**BURLINGTON AVENUE SEGMENT  
1085 LF 12 INCH WATERMAIN  
LAGRANGE RD. TO CALENDAR AVE.**

**GILBERT AVENUE SEGMENT  
1,826 LF 12 INCH WATERMAIN  
ELM AVE. TO 47TH STREET**



**GENERAL LOCATION MAP  
2006 STAG PROGRAM WATERMAIN PROJECT  
Gilbert Avenue & Burlington Avenue**

**VILLAGE OF LAGRANGE**



February 6, 200

Scale: 1" = 1500

HEUER & ASSOCIATE

4-6-2

# ENGINEERING SERVICES AGREEMENT

## Gilbert Avenue / Burlington Avenue Water Main Project

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This Agreement between the VILLAGE OF LAGRANGE, hereinafter called the "CLIENT", and HEUER AND ASSOCIATES, P.C., hereinafter called the "ENGINEER", has been prepared and executed to provide Professional Engineering Services for water main improvements specified to be constructed along portions of Gilbert Avenue and Burlington Avenue. Included in this Agreement are provisions which establish the nature and extent of services rendered, the estimated cost for these services, the basis upon which compensation will be determined, and the guidelines by which this Agreement will be administered.

### A. SCOPE OF SERVICES

This project involves the installation of about 2,911 lineal feet of twelve inch diameter water main along two roadway segments. The first segment is to be constructed beneath the public sidewalk and parkway surfaces located along the east side of Gilbert Avenue, between Elm Avenue and 47th Street. This water main segment will interconnect with existing water mains at Elm Avenue, Maple Avenue, Goodman Avenue, and 47th Street, and improve the water distribution capacity for the southwest portion of the Village. The second segment is to be constructed beneath the Burlington Avenue roadway between LaGrange Road and Bluff Avenue, and beneath the public sidewalk along the east side of Bluff Avenue, between Burlington Avenue and Calendar Avenue. The water main will interconnect with existing water mains at LaGrange Road, 6th Avenue, 7th Avenue, Calendar Avenue providing for the replacement of the defective water main in this area and providing water distribution improvements required to serve the business district. The cost of the construction has been preliminarily estimated to total about \$601,055.51. The project is to be funded in part with a State and Tribal Assistance Grant (STAG) issued through the United States Environmental Protection Agency.

The services provided by the ENGINEER will generally include the preparation of Contract Documents for the implementation of the improvements specified and the administration of the related construction activities to ensure compliance with the Documents. The services provided by the ENGINEER will consist of three basic work tasks as defined in the following.

#### TASK 1: Planning and Design

This activity involves the preparation of the Contract Documents including construction specifications, plans, and bidding documents required for the implementation of the project. Work tasks required to complete the Documents will include field data collection and plotting, design drafting, specification and bidding document preparation, and the preparation of documentation and the processing of IEPA and IDOT permit applications required for the project. This task will also include the preparation of documentation and the processing of the application for the EPA grant funds that have been offered to the Village of LaGrange for the construction of the water main improvements.

#### TASK 2: Bidding and Construction

This task involves those work activities required to aid in the solicitation of bids and to ensure the construction of the improvement in accordance with the project specifications and the approved schedule. For this task the completed contract documents and any required bidding addenda will be

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issued, bids will be reviewed and a bid tabulation prepared, and a recommendation for award prepared. After the award, a preconstruction conference will be held to establish a specific project schedule and to review project requirements. Once actual construction begins, the alignment and grade maintained by the contractor will be verified, the work being completed will be periodically inspected to ensure compliance with the contract documents, and materials furnished and installed by the contractor will be tested and inspected as is determined to be appropriate. Other activities included under this task are the assessment and tabulation of quantities utilized, the review and tabulation of payment requests and waivers of lien, attendance of project coordination meetings held during the term of the project, and the processing of any change orders. The preparation of documentation required by the EPA pursuant to the grant funding, has also been included as part of this task.

**TASK 3: Records and Mapping**

This task includes the assembly preparation of record drawing documents and the preparation of map records reflecting the Village infrastructure constructed and identified during the project. Specifically, this task involves the updating of the Village sewer, water, and roadway atlas records to reflect the constructed conditions documented by this improvement project.

**B. SCHEDULE OF SERVICES**

The following schedule pertaining to the work tasks defined for this project has been prepared to establish the projected duration of the project. Since much of the work involves the implementation of construction activities, which is largely dependant on contractor progress, the completion dates may necessarily change.

TABLE 1: PROJECT SCHEDULE	
Work Task	Completion
Task 1: Planning and Design	February 2006
Task 2: Bidding and Construction	June 2006
Task 3: Records and Mapping	September 2006

**C. COST REIMBURSEMENT**

Reimbursement for costs incurred to provide the specified engineering services shall be based upon the hourly rate schedule established in Table 2 of this Agreement. The hourly rates shall be applicable over the duration of the project defined in Table 1. Should the project duration extend beyond the work schedule, the rates specified may be amended to account for changes in the ENGINEER'S cost for providing services.

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TABLE 2: HOURLY RATE SCHEDULE	
Labor Category	Hourly Rate
Principal Engineer	\$115.93
Senior Engineer IV	\$97.54
Project Engineer III	\$80.87
Project Engineer II	\$82.86
Project Engineer II	\$79.84
Project Engineer I	\$74.77
Technician	\$64.80

Billing for services provided under this Agreement shall occur as costs accrue and project tasks are completed. Billing statements shall be issued on monthly or other appropriate intervals determined by project schedule. All cost reimbursement requests will reflect the hourly rates approved under this Agreement. An upper limit of cost for services provided under this Agreement, has been computed as shown in Table 3. Displayed in this table are the time and cost assignments expected to be incurred to complete the project work tasks. Also shown is the expected outside sub-contract services for such activities as soil boring and sewer televising. The upper limit may be amended with the approval of the CLIENT, should the scope of services change imposing an increase in cost for the ENGINEER. At this time the specified upper limit which the ENGINEER will not exceed without this Agreement being formally amended is \$94,335.25.

TABLE 3: COMPUTATION OF PROJECT COST						
Labor Category	Hourly Rate	Task 1: Design & Planning	Task 2: Bidding & Construction	Task 3: Records & Mapping	Total Hours	Total Cost
Principal Engineer	\$115.93	50.0	30.0	5.0	85	\$9,854.05
Senior Engineer	\$97.54	85.0	90.0	15.0	190	\$18,532.60
Project Engineer	\$82.86	120.0	250.0	40.0	410	\$33,972.60
Project Engineer	\$79.84	110.0	130.0	10.0	250	\$19,960.00
Technician	\$64.80	75.0	90.0	5.0	170	\$11,016.00
Hour Sub-totals:		440.0	590.0	75.0	1,105	
Cost Sub-totals:		\$37,673.00	\$49,182.70	\$6,479.55		
Sub-Total, Engineering Services . . .						\$93,335.25
Other Direct Costs: Reproduction . . .						\$1,000.00
TOTAL for Engineering Services . . .						\$94,335.25

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## D. GENERAL PROVISIONS

The following provisions for consulting engineering agreements have been attached for work conducted under this project.

### 1. General

The CLIENT and the ENGINEER agree that the following provisions shall apply to the work to be performed under this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement.

### 2. Responsibility of the ENGINEER

- (a) The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. The ENGINEER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his designs, drawings, specifications, reports, and other services. The ENGINEER shall not be responsible for the accuracy of that information provided by the CLIENT or other agencies for the completion of the work completed under this Agreement.
- (b) The ENGINEER shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement. Approval by the CLIENT of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy of his work. Neither the CLIENT'S review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the ENGINEER shall be and remain liable in accordance with applicable law for all damages to the CLIENT caused by the ENGINEER'S negligent performance of any of the services furnished under this Agreement.

### 3. Scope of Work

Except as may be otherwise specifically limited in this Agreement, the services to be rendered by the ENGINEER shall include all reasonable and customary services required to complete the work tasks specified for the project.

### 4. Changes

- (a) The CLIENT may, at any time, by written order, make changes within the general scope of services or work to be performed. If such changes cause an increase or decrease in the ENGINEER'S cost of, or time required for, the performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. Any claim of the ENGINEER for adjustment under this clause must be asserted in writing within 30 days from the date of notification of change unless the CLIENT grants an extension of time.

- (b) No services for which an additional compensation will be charged by the ENGINEER shall be furnished without the written authorization of the CLIENT.

## 5. Termination

- (a) This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- (b) If termination for default is effected by the CLIENT, an equitable adjustment in the price provided for in this Agreement shall be made, but any payment due to the ENGINEER at the time of termination may be adjusted to the extent of any additional costs occasioned to the CLIENT by reason of the ENGINEER'S default. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the CLIENT, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.
- (c) Upon receipt of a termination action pursuant to paragraphs (a) or (b) above, the ENGINEER shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CLIENT all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process. Upon termination the CLIENT may take over the work and prosecute the same to completion by Agreement with another party.
- (d) If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not so failed, the termination shall be deemed to have been effected for the convenience of the CLIENT and an adjustment to the price shall be made as noted above.

## 6. Remedies

- (a) Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the CLIENT and the ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided by the arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations stated in paragraphs (c) and (d) below. This Agreement, and any other Agreement or consent to arbitrate entered into in accordance therewith as provided below, will be specifically enforceable under the prevailing law of any court having jurisdiction.
- (b) Notice of demand for arbitration must be filed in writing with the other party to this Agreement, and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand

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for arbitration be made after the time when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

- (c) All demands for arbitration and all answering statements thereto which include any monetary claim must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$200,000 (exclusive of interest and costs). The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question where the amount in controversy thereof is more than \$200,000 (exclusive of interest and costs) or to render a monetary award in response thereto against any party which totals more than \$200,000 (exclusive of interest and costs).
- (d) No arbitration arising out of, or relating to, this Agreement may include, by consolidation, joined or in any other manner, any additional party not a party to this Agreement.
- (e) By written consent signed by all parties to this Agreement and containing a specific reference hereto, the limitations and restrictions contained in paragraphs (c) and (d) above may be waived in whole or in part as to any claim, counterclaim, dispute or other matter specifically described in such consent. No consent to arbitration in respect of a specifically described claim, counterclaim, dispute or other matter in question will constitute consent to arbitrate any other claim, counterclaim, dispute or other matter in question which is not specifically described in such consent or in which the sum or value in controversy exceeds \$200,000 (exclusive of interest and costs) or which is with any party not specifically described therein.
- (f) The award rendered by the arbitrators will be final, not subject to appeal, and judgement may be entered upon it in any court having jurisdiction thereof.

## 7. Payment

- (a) The ENGINEER may submit payment requests based upon the value of the work and services performed by the engineer under this Agreement.
- (b) The payments requested by the ENGINEER shall be made by the CLIENT to the ENGINEER within thirty (30) days upon submission of invoice statements. A one and one half percent monthly interest fee may be assessed by the ENGINEER for late payment beyond the thirty day processing period. When progress payments are made, the CLIENT may withhold up to ten percent of the amount until satisfactory completion by the ENGINEER of work and services called for under this Agreement. When the CLIENT determines that the work under this Agreement or any specified task hereunder is substantially complete and that the amount of retained percentages is in excess of the amount considered by him to be adequate for the protection of the CLIENT, he shall release to the ENGINEER such excess amount.
- (c) Upon satisfactory completion by the ENGINEER of the work called for under the terms of this Agreement, and upon acceptance of such work by the CLIENT, the ENGINEER will be paid the unpaid balance of any money due for such work, including the retained percentages relating to this portion of the work.

- (d) Upon satisfactory completion of the work performed hereunder, and prior to final payment under this Agreement for such work, or prior settlement upon termination of the Agreement, and as a condition precedent thereto, the ENGINEER shall execute and deliver to the CLIENT a release of all claims against the CLIENT arising under or by virtue of this Agreement, other than such claims, if any, as may be specifically exempted by the ENGINEER from the operation of the release in stated amounts to be set forth therein.

#### 8. Project Design

- (a) In the performance of this Agreement, the ENGINEER shall, to the extent practicable, provide for maximum use of structures, machines, products, materials, construction methods, and equipment which are readily available through competitive procurement, or through standard or proven production techniques, methods and processes.
- (b) The ENGINEER shall not, in the performance of the work called for by this Agreement, produce a design or specification such as to require the use of structures, machines, products, materials, construction methods, equipment, or processes which are known by the ENGINEER to be available only from a sole source, unless such use has been adequately justified by the ENGINEER as necessary for the minimum needs of the project.
- (c) The ENGINEER shall not, in the performance of the work called for by the Agreement, produce a design or specification which would be restrictive. No specification for bids or statement of work may be written in such a manner as to contain proprietary, exclusionary, or discriminatory requirements, unless such requirements are necessary to test or demonstrate a specific usage, or to provide for necessary interchangeable parts and compatibility with equipment, or unless equivalent "or equal" performance criteria will be allowed as part of the competitive bid evaluation.
- (d) The ENGINEER shall report to the CLIENT any sole-source or restrictive design or specification giving the reason or reasons why it is considered necessary to restrict the design or specification.

#### 9. Subcontractors

- (a) Any subcontractors and outside associates or consultants required by the ENGINEER in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as are specifically authorized by the CLIENT during the performance of this Agreement. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior approval of the CLIENT.
- (b) Except as otherwise provided in this Agreement, the ENGINEER may not subcontract services in excess of thirty percent of the contract price to subcontractors or consultants with our prior written approval of the CLIENT.

#### 10. Access to Records

The ENGINEER shall maintain books, records, documents and other evidence directly pertinent

4-C.9

to the performance of the work under this Agreement in accordance with accepted professional practice, appropriate accounting procedures and practices. The ENGINEER shall also maintain the financial information and data used by the ENGINEER in the preparation or support of the cost records. The CLIENT shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER will provide proper facilities for such access and inspection.

**E. AGREEMENT APPROVAL**

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

Executed by the CLIENT:

\_\_\_\_ Day of \_\_\_\_\_, 2006

VILLAGE OF LAGRANGE

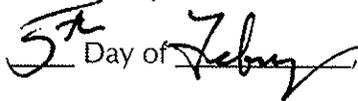
53 South LaGrange Road  
LaGrange, Illinois 60525  
(708) 579-2318

By: \_\_\_\_\_  
Elizabeth Asperger  
Village President

ATTEST:

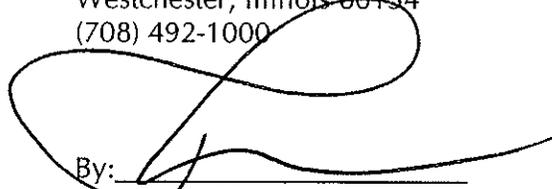
By: \_\_\_\_\_  
Robert Milne, Village Clerk

Executed by the ENGINEER:

 Day of February, 2006

HEUER AND ASSOCIATES, P.C.

2315 Enterprise Drive Suite 102  
Westchester, Illinois 60154  
(708) 492-1000

  
By: \_\_\_\_\_  
Thomas A. Heuer, P.E.  
President

4-6.10

VILLAGE OF LA GRANGE  
Department of Public Works

**BOARD REPORT**

TO: Village President, Village Clerk  
Board of Trustees, and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager  
Ken Watkins, Director of Public Works

DATE: February 13, 2006

RE: **ENGINEERING SERVICES AGREEMENT – SEWER TELEVISIONING**

---

The Village's five-year financial plan has earmarked a total of \$70,000 annually to complete the cleaning and televising of our sewer system infrastructure for each of the next six years, beginning with the current FY 2005-06. Televising of the system will provide us video documentation of the condition of our system, which will allow us to establish street reconstruction priorities based upon infrastructure needs.

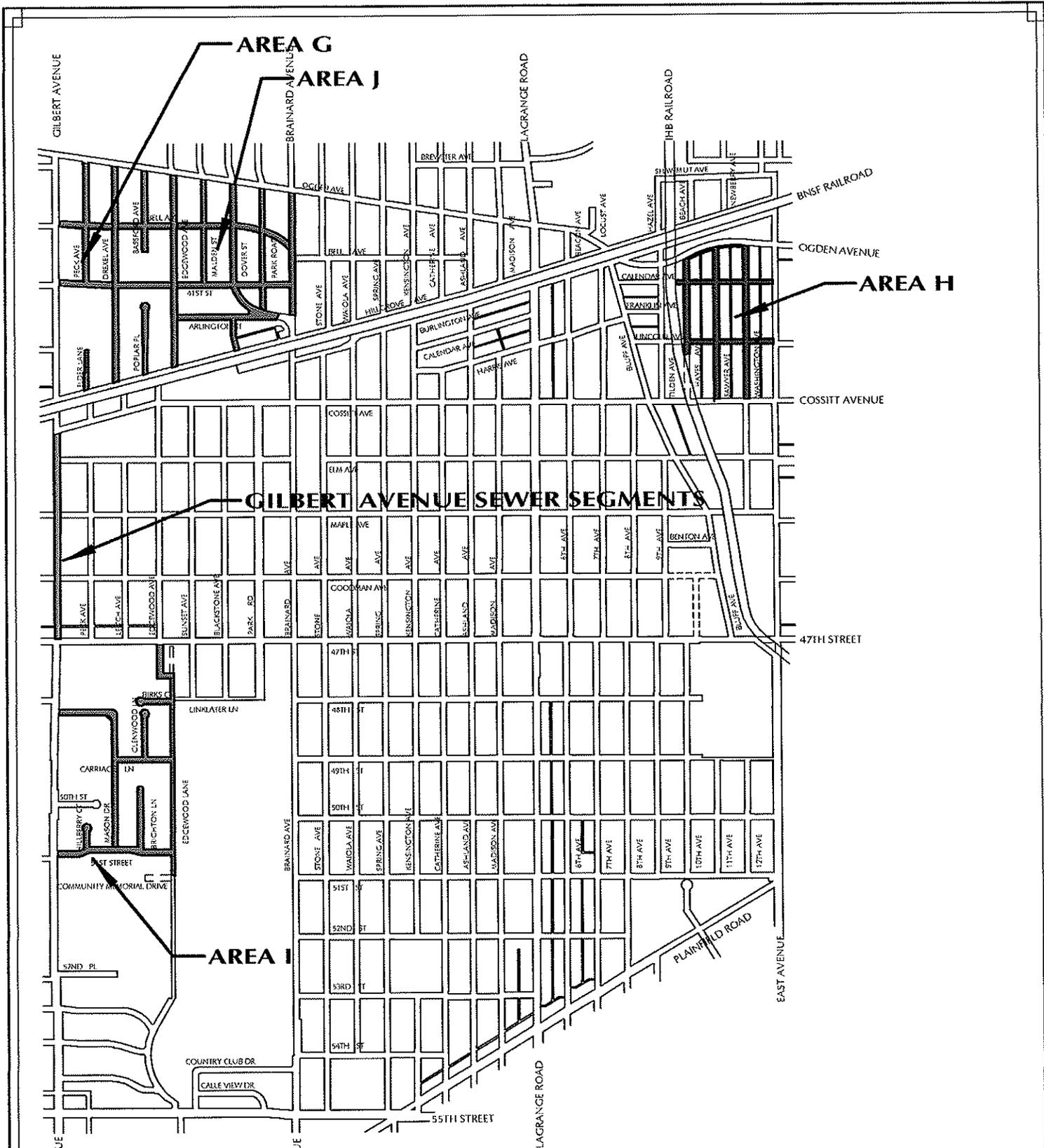
The first segment of the project provides for the cleaning and televising of the sewers within the proposed Neighborhoods Projects, specifically Neighborhoods G, H, I and J (see attached location map). Gilbert Avenue between Cossitt Avenue and 47<sup>th</sup> Street will also be included in order to obtain data necessary for our upcoming South Gilbert Avenue Water Main replacement project. These areas combined represent a total of 67,208 feet of sewer.

The total estimated cost of the first segment of the project, which will be completed over two fiscal years, FY 2005-06 and FY 2006-07, and includes engineering, cleaning and televising, is \$136,565, or just under the budget allocation of \$70,000 per fiscal year. Construction estimates are based upon actual pipe sizes and the assumption that a portion of the project area will require heavier cleaning at a greater per foot dollar value.

Attached for your consideration is an engineering services agreement from Heuer & Associates, our Village Engineer. Mr. Heuer proposes to prepare the plans and specifications including the establishment of an identification system for manholes within the system, oversee the bidding process and interpret and log the data in an amount not to exceed \$28,294 over the next two fiscal years. We have reviewed the proposal and find it to be in order with our project expectations. The cost of this work is included in the aforementioned total estimated project cost of \$136,565. There are sufficient funds in the FY 2005-06 and FY 2006-07 Village budgets for these professional services. The cost of the work will be divided evenly between the Capital Projects Fund and the Sewer Fund.

We recommend that the engineering services agreement for sewer televising as submitted by Heuer and Associates in an amount not to exceed \$28,294 be approved.

4-0



**GENERAL LOCATION MAP  
2006 TELEVISED SEWER INSPECTION AREAS**

**VILLAGE OF LAGRANGE**



February 20, 200  
Scale: 1" = 1500  
HEUER & ASSOCIATE

4-D.1

HEUER AND ASSOCIATES  
Consulting Engineers

2315 Enterprise Drive - Suite 102  
Westchester, Illinois 60154-5811

PH: 708-492-1000  
FAX: 708-492-0700

January 16, 2006

Mr. Ken Watkins  
Director of Public Works  
Village of La Grange  
53 South La Grange Road  
La Grange, Illinois 60525

Re: Engineering Services Agreement  
2006 Sewer Condition Assessment Project

Dear Mr. Watkins:

Attached please find three copies of the Engineering Services Agreement prepared for the first element of the multi-year sewer system condition assessment study. As discussed this study is being undertaken to document the sewer system configuration and to facilitate the planning of future infrastructure projects.

The 2006 project will involve the study of portions of the Village sewer system selected based upon the various neighborhood planning areas and certain project requirements. In this respect, for the first element we will investigate the conditions within Neighborhood Areas G, H, I, and J, and Gilbert Avenue between Cossitt Avenue and 47th Street. Later areas of study will include the other neighborhoods and key collector sewers, such as the Ogden Avenue sewer and the Cossitt Avenue sewer. The following table defines the lengths of sewer expected to be investigated as part of the 2006 project.

Study Area	TABLE 1: Sewer Length Summary (ft)										
	Pipe Size	8"	9"	10"	12"	15"	18"	20"	21"	24"	Totals
Gilbert Ave - Comb					2,190						2,190
Area G - Sanitary	11,858			1,888	395						14,141
Area G - Storm				7,405	1,334	1,284			685		10,708
Area H - Comb			675	564	10,647	1,382		2,487			15,755
Area I - Sanitary	8,056			190							8,246
Area I - Storm					3,850	1,220	1,280				6,350
Area J - Comb	232				6,910	1,523	1,153			229	9,818
TOTALS:	20,146	675		10,047	25,326	5,409	2,433	2,487	685	229	67,208

4-D.2

The expense associated with the sewer investigation will involve two key activities, televised internal inspection and engineering data compilation and analysis. The televised sewer inspection activity will be implemented through a public bid process. The engineering activity will provide for the preparation of bidding documents to guide the execution of the televised inspection survey work, and provide for the review and evaluation of the findings. The following is our preliminary estimate of the project cost based upon the scope identified in the preceding Table 1.

TABLE 2: Cost Estimate for Televised Inspection and Data Analysis					
No.	Contract Item	Unit Price	Quantity		Cost
1.	Sewer Cleaning, Standard Grade 8"-10"	\$0.45	27,782	LF	\$ 12,501.90
2.	Sewer Cleaning, Standard Grade 12"-15"	\$0.50	27,661	LF	\$ 13,830.50
3.	Sewer Cleaning, Standard Grade 18"-21"	\$0.55	2,855	LF	\$ 1,570.25
4.	Sewer Cleaning, Standard Grade 24"-30"	\$0.60	179	LF	\$ 107.40
5.	Sewer Cleaning, Heavy Grade 8"-10"	\$1.20	3,086	LF	\$ 3,703.20
6.	Sewer Cleaning, Heavy Grade 12"-15"	\$1.75	3,074	LF	\$ 5,379.50
7.	Sewer Cleaning, Heavy Grade 18"-21"	\$2.00	317	LF	\$ 634.00
8.	Sewer Cleaning, Heavy Grade 24"-30"	\$2.50	50	LF	\$ 125.00
9.	Televised Inspection, 8"-10" Sewers	\$0.80	30,868	LF	\$ 24,694.40
10.	Televised Inspection, 12"-15" Sewers	\$1.00	30,735	LF	\$ 30,735.00
11.	Televised Inspection, 18"-21" Sewers	\$1.50	3,172	LF	\$ 4,758.00
12.	Televised Inspection, 24"-30" Sewers	\$1.70	229	LF	\$ 389.30
Televised Inspection Survey Cost . . .					\$ 98,428.45
Survey Contingency (10%) . . .					\$ 9,842.85
Engineering Planning and Data Analysis . . .					\$ 28,293.60
Total Project Cost . . .					\$ 136,564.90

As planned the project is expected to span two fiscal years and to encompass two budget allocations. The project expenditure will be limited to the \$70,000 allocation assigned to the 2005/2006 fiscal year and the \$70,000 assigned to the 2006/2007 fiscal year. Given this funding scheme, the project is planned to be started in March 2006 during FY05-06 and be completed in June 2006 during FY06-07. Engineering tasks will be conducted in both fiscal years, providing for the preparation of contract documents, the administration of the work, and the review and analysis of the inspection data.

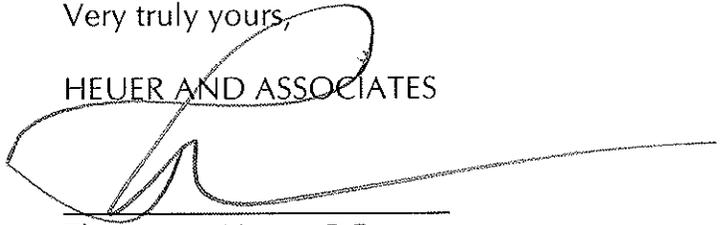
4-D.3

Engineering Services Agreement  
2006 Sewer Condition Assessment Project  
January 16, 2006  
Page 3 of 3

We hope that this project description and attached Engineering Services Agreement meets with your approval. If you should have any questions or require changes, please feel free to call.

Very truly yours,

HEUER AND ASSOCIATES

A large, stylized handwritten signature in black ink, appearing to read 'T. Heuer', is written over the company name and extends across the page.

Thomas A. Heuer, P.E.  
Principal Engineer

4-0.4

# ENGINEERING SERVICES AGREEMENT

## 2006 Sewer Condition Assessment Project

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This Agreement between the VILLAGE OF LAGRANGE, hereinafter called the "CLIENT", and HEUER AND ASSOCIATES, P.C., hereinafter called the "ENGINEER", has been prepared and executed to provide for the Professional Engineering Services required to complete the televised inspection and condition assessment for various sewer segments within neighborhood areas of the Village. Included in this Agreement are provisions which establish the nature and extent of services rendered, the estimated cost for these services, the basis upon which compensation will be determined, and the guidelines by which this Agreement will be administered.

### A. SCOPE OF SERVICES

This key element of this project is the internal inspection and documentation of the condition of the sewer system within various neighborhood areas to support the planning required for future infrastructure improvements. The inspection work will be implemented under a service contract on separate annual elements that will be structured so that the entire 260,000 foot length of the sewer system is inspected over about a six year period. The 2005/2006 fiscal year element will provide for the inspection of about 35,000 lineal feet of sewer, which has an estimated contract value of about \$51,000. A subsequent 2006/2007 fiscal year element will likely provide for the inspection of an additional 32,200 feet of sewer yielding a total estimated survey value of \$100,000. The two elements are planned to occur sequentially within the 2006 calendar year and overlap the two budget years. The scope of this Agreement provides engineering services for both fiscal years. The engineering services involved in this project involves the preparation of planning and contract documents, contractor coordination and administration, and the review, analysis, and reporting of televised inspection data. These engineering services will consist of three basic work tasks as defined in the following.

#### TASK 1: Planning Documents

This activity involves the review, selection, and delineation of the sewer study segments, and the preparation of the specifications, drawings, and bidding documents, which comprise the Contract Documents, and are required for the implementation of the project.

#### TASK 2: Bidding, Award and Administration

This task includes activities involved in the issuance of the completed contract documents, the review and evaluation of bids received, preparation of a bid tabulation, and the preparation of the recommendation for award. Following award, this task also includes those work activities required to monitor the work progress and ensure the completion of the televised inspection in accordance with the project specifications and the approved schedule. Other activities included under this task are the assessment and tabulation of work quantities, the review and tabulation of payment requests and waivers of lien, and the attendance of any project related meetings held during the term of the project.

4-10-5

### TASK 3: Analysis and Final Report

This task involves the review of the televised inspection data prepared and provided by the Contractor, the tabulation of findings, and the preparation of a report outlining recommendations for future corrective actions.

### B. SCHEDULE OF SERVICES

The following schedule pertaining to the work tasks defined for this project has been prepared to establish the projected duration of the project. Since much of the work involves the completion of contract work, which is largely dependant on contractor progress, the completion dates may necessarily change.

TABLE 1: PROJECT SCHEDULE	
Work Task	Completion Date
Task 1: Planning Documents	January 2006
Task 2: Bidding, Award, and Administration	March 2006
Task 3: Analysis and Final Report	July 2006

### C. COST REIMBURSEMENT

Reimbursement for costs incurred to provide the specified engineering services shall be based upon the hourly rate schedule established in Table 2 of this Agreement. The hourly rates shall be applicable over the duration of the project defined in Table 1. Should the project duration extend beyond the work schedule, the rates specified may be amended to account for changes in the ENGINEER'S cost for providing services.

TABLE 2: HOURLY RATE SCHEDULE	
Labor Category	Hourly Rate
Principal Engineer	\$110.00
Senior Engineer	\$92.55
Engineer	\$78.03
Engineer	\$76.01
Engineer	\$70.94
Technician	\$61.49

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Billing for services provided under this Agreement shall occur as costs accrue and project tasks are completed. Billing statements shall be issued on monthly or other appropriate intervals determined by project schedule. All cost reimbursement requests will reflect the hourly rates approved under this Agreement. An upper limit of cost for services provided under this Agreement, has been computed as shown in Table 3. Displayed in this table are the time and cost assignments expected to be incurred to complete the project work tasks. The upper limit may be amended with the approval of the CLIENT, should the scope of services change imposing an increase in cost for the ENGINEER. At this time the specified upper limit which the ENGINEER will not exceed without this Agreement being formally amended is \$28,293.60.

TABLE 3: COMPUTATION OF PROJECT COST						
Labor Category	Hourly Rate	Task 1: Planning Documents	Task 2: Bidding, Award & Administration	Task 3: Analysis & Final Report	Total Hours	Total Cost
Principal Engineer	\$110.00	25.0	5.0	30.0	60	\$6,600.00
Senior Engineer	\$92.55	20.0	0.0	10.0	30	\$2,776.50
Engineer	\$78.03	0.0	40.0	40.0	80	\$6,242.40
Engineer	\$70.94	20.0	10.0	140.0	170	\$12,059.80
Technician	\$61.49	6.0	0.0	4.0	10	\$614.90
Hour Sub-totals:		71.0	55.0	224.0	350	
Cost Sub-totals:		\$6,388.74	\$4,380.60	\$17,524.26		
TOTAL for Engineering Services. . . . .						\$28,293.60

**D. GENERAL PROVISIONS**

The following provisions for consulting engineering agreements have been attached for work conducted under this project.

1. General

The CLIENT and the ENGINEER agree that the following provisions shall apply to the work to be performed under this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement.

2. Responsibility of the ENGINEER

- (a) The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. The ENGINEER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his designs, drawings, specifications, reports, and other services. The ENGINEER shall not be

4-0.7

responsible for the accuracy of that information provided by the CLIENT or other agencies for the completion of the work completed under this Agreement.

- (b) The ENGINEER shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement. Approval by the CLIENT of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy of his work. Neither the CLIENT'S review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the ENGINEER shall be and remain liable in accordance with applicable law for all damages to the CLIENT caused by the ENGINEER'S negligent performance of any of the services furnished under this Agreement.

### 3. Scope of Work

Except as may be otherwise specifically limited in this Agreement, the services to be rendered by the ENGINEER shall include all reasonable and customary services required to complete the work tasks specified for the project.

### 4. Changes

- (a) The CLIENT may, at any time, by written order, make changes within the general scope of services or work to be performed. If such changes cause an increase or decrease in the ENGINEER'S cost of, or time required for, the performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. Any claim of the ENGINEER for adjustment under this clause must be asserted in writing within 30 days from the date of notification of change unless the CLIENT grants an extension of time.
- (b) No services for which an additional compensation will be charged by the ENGINEER shall be furnished without the written authorization of the CLIENT.

### 5. Termination

- (a) This Agreement, in whole or in part, may be terminated at will by the CLIENT, at its convenience. The ENGINEER shall also have the right to terminate, for failure by the CLIENT to fulfill its obligations under this Agreement. Proper notice of said termination shall be provided in writing by the terminating party not less than ten (10) calendar days in advance of the effective date of termination. The terminated party shall be provided the opportunity for consultation with the terminating party prior to the termination.
- (b) If termination for default is effected by the CLIENT, an equitable adjustment in the price provided for in this Agreement shall be made, but any payment due to the ENGINEER at the time of termination may be adjusted to the extent of any additional costs occasioned to the CLIENT by reason of the ENGINEER'S default. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the CLIENT, the equitable adjustment shall include a reasonable profit for services or other work performed. The

equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

- (c) Upon receipt of a termination action pursuant to paragraphs (a) or (b) above, the ENGINEER shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CLIENT all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process. Upon termination the CLIENT may take over the work and prosecute the same to completion by Agreement with another party.
- (d) If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not so failed, the termination shall be deemed to have been effected for the convenience of the CLIENT and an adjustment to the price shall be made as noted above.

## 6. Payment

- (a) The ENGINEER may submit payment requests based upon the value of the work and services performed by the engineer under this Agreement.
- (b) The payments requested by the ENGINEER shall be made by the CLIENT to the ENGINEER within thirty (30) days upon submission of invoice statements. A one and one half percent monthly interest fee may be assessed by the ENGINEER for late payment beyond the thirty day processing period. When progress payments are made, the CLIENT may withhold up to ten percent of the amount until satisfactory completion by the ENGINEER of work and services called for under this Agreement. When the CLIENT determines that the work under this Agreement or any specified task hereunder is substantially complete and that the amount of retained percentages is in excess of the amount considered by him to be adequate for the protection of the CLIENT, he shall release to the ENGINEER such excess amount.
- (c) Upon satisfactory completion by the ENGINEER of the work called for under the terms of this Agreement, and upon acceptance of such work by the CLIENT, the ENGINEER will be paid the unpaid balance of any money due for such work, including the retained percentages relating to this portion of the work.
- (d) Upon satisfactory completion of the work performed hereunder, and prior to final payment under this Agreement for such work, or prior settlement upon termination of the Agreement, and as a condition precedent thereto, the ENGINEER shall execute and deliver to the CLIENT a release of all claims against the CLIENT arising under or by virtue of this Agreement, other than such claims, if any, as may be specifically exempted by the ENGINEER from the operation of the release in stated amounts to be set forth therein.

## 7. Project Design

- (a) In the performance of this Agreement, the ENGINEER shall, to the extent practicable, provide

for maximum use of structures, machines, products, materials, construction methods, and equipment which are readily available through competitive procurement, or through standard or proven production techniques, methods and processes.

- (b) The ENGINEER shall not, in the performance of the work called for by this Agreement, produce a design or specification such as to require the use of structures, machines, products, materials, construction methods, equipment, or processes which are known by the ENGINEER to be available only from a sole source, unless such use has been adequately justified by the ENGINEER as necessary for the minimum needs of the project.
- (c) The ENGINEER shall not, in the performance of the work called for by the Agreement, produce a design or specification which would be restrictive. No specification for bids or statement of work may be written in such a manner as to contain proprietary, exclusionary, or discriminatory requirements, unless such requirements are necessary to test or demonstrate a specific usage, or to provide for necessary interchangeable parts and compatibility with equipment, or unless equivalent "or equal" performance criteria will be allowed as part of the competitive bid evaluation.
- (d) The ENGINEER shall report to the CLIENT any sole-source or restrictive design or specification giving the reason or reasons why it is considered necessary to restrict the design or specification.

#### 8. Subcontractors

- (a) Any subcontractors and outside associates or consultants required by the ENGINEER in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as are specifically authorized by the CLIENT during the performance of this Agreement. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior approval of the CLIENT.
- (b) Except as otherwise provided in this Agreement, the ENGINEER may not subcontract services in excess of thirty percent of the contract price to subcontractors or consultants with our prior written approval of the CLIENT.

#### 9. Access to Records

The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to the performance of the work under this Agreement in accordance with accepted professional practice, appropriate accounting procedures and practices. The ENGINEER shall also maintain the financial information and data used by the ENGINEER in the preparation or support of the cost records. The CLIENT shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER will provide proper facilities for such access and inspection.

4-0.10

**E. AGREEMENT APPROVAL**

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

Executed by the CLIENT:

\_\_\_\_ Day of \_\_\_\_\_, 2006

VILLAGE OF LAGRANGE

53 South LaGrange Road  
LaGrange, Illinois 60525  
(708) 579-2318

By: \_\_\_\_\_  
Elizabeth Asperger  
Village President

ATTEST:

By: \_\_\_\_\_  
Robert Milne, Village Clerk

Executed by the ENGINEER:

16 Day of January, 2006

HEUER AND ASSOCIATES, P.C.

2315 Enterprise Drive - Suite 102  
Westchester, Illinois 60154  
(708) 492-1000

By: \_\_\_\_\_  
Thomas A. Heuer, P.E.  
President

4-0.11

VILLAGE OF LA GRANGE  
Administrative Offices

**BOARD REPORT**

TO: Village President, Village Clerk,  
Board of Trustees and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager  
Sharon L. Peterson, Assistant Village Manager

DATE: February 13, 2006

RE: **RESOLUTION – COMCAST MAXIMUM PERMITTED RATES –  
BASIC SERVICE TIER**

---

The Village of La Grange participates in the West Central Cable Agency along with the communities of La Grange Park, Riverside, Western Springs and Indian Head Park. The Agency is charged with overseeing our franchise agreement with our community's cable provider, which is currently Comcast.

Every year, Comcast is required to file a Federal Communications Commission Form (FCC) 1240 with the Village of La Grange. This form is used as a tool to calculate the Basic Service Tier (BST) rates. The Form 1240 relies on benchmarks to establish the service rates. The benchmarks are based on a per-channel cost which also factors in inflation, copyright fees, and external programming costs. This form is used nationwide with each and every local government in which Comcast operates.

In 2005, the West Central Cable Agency participated in a national review of Comcast's 2005 Form 1240 filing that was being conducted by Ashpaugh & Sculo, CPAs, PLC in Winter Park, Florida and Front Range Consulting in Castle Rock Colorado. We agreed to participate in this joint review because we wanted to protect the interests of our residents.

During the review, our consultants noted that there was an unusual methodology in calculating the Maximum Permitted Rate (MPR) for the Basic Service Tier rates which were listed at \$231.21. The 2004-2005 Basic Service Rate was \$16.51 hence the proposed MPR was extremely high. Although it is unlikely that Comcast would charge such a rate for basic service, it was the consensus of the West Central Cable Agency that Comcast review their calculations. At first, the corporate office was hesitant to delve into the subject, but the recent settlement agreement regarding equipment and labor charges gave rise to this issue.

4-E

Resolution - Comcast Maximum Permitted Rates – Basic Service Tiers  
Board Report - February 13, 2006 – Page 2

Attached for your review is the settlement agreement Comcast has offered for Maximum Permitted Rates governing the Basic Service Tier. This agreement will adjust the MPR to \$17.74 for 2005 and 2006; this calculation will follow the FCC established guidelines, and will be the current starting point for Comcast's next rate filing. In order to approve the settlement agreement, Comcast requires each municipality to approve the settlement agreement by resolution. A model resolution was prepared by the West Central Cable Agency's consultant for the participating members. Attached for your consideration is the resolution to correct the Maximum Permitted Rates set for the Basic Service Tier.

It is our recommendation that the resolution be approved.

4-E.1

## **Comcast Basic Service Rate Settlement (Summary)**

The Village of La Grange, through the West Central Cable Agency, has engaged financial consultants Ashpaugh & Sculco, CPAs, PLC and Front Range Consulting, Inc. (collectively the "Consultants") to review Comcast's 2005 FCC Form 1240 filing regarding the Basic Service rate. The Basic Service rate is regulated locally by the Village. Rates for other services like expanded basic service, digital service and premium services are unregulated under Federal law.

The Consultants, with the WCCA's approval, approached Comcast to ascertain Comcast's willingness of working towards a mutually agreeable settlement of the Basic Service rate filing. Comcast and the Consultants discussed a mutually agreeable settlement over several weeks which resulted in the Comcast settlement offer dated January 23, 2006.

The proposed Rate Settlement provides for:

- Reduction in the Basic Service maximum permitted rate from \$231.21 to the current rate of \$17.74; and
- An agreement to use the current rate of \$17.74 as the starting point for Comcast's next rate filing.

Essentially the Rate Settlement permanently eliminates the large amount of headroom in the current filing which could have been recovered from Village subscribers and returns the rate increase associated with the Basic Service tier to be related to inflationary and programming cost increase.

The Rate Settlement requires the Village to make a final determination on this proposal by February 28, 2006.

4-Er2

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

A RESOLUTION REGARDING THE MAXIMUM PERMITTED  
BASIC SERVICE TIER RATES  
SET FORTH IN FEDERAL COMMUNICATIONS COMMISSION FORM 1240  
FILED BY COMCAST CABLE COMMUNICATIONS IN APRIL 2005

WHEREAS, Section 623 of the Cable Communications Policy Act of 1984, 47 U.S.C. § 543, as amended, authorizes local franchising authorities, such as the Village of La Grange, to regulate rates for equipment and installations; and

WHEREAS, the Village is certified as a rate regulation authority pursuant to rules of the Federal Communications Commission (hereinafter "FCC"); and

WHEREAS, Comcast Cable Communications, LLC ("Comcast") filed with the Village an FCC Form 1240 on or about April 1, 2005, to set forth and justify the rates it could charge to subscribers in the Village for the Basic Service Tier (the "BST") for the period July 1, 2005, through June 30, 2006, (the "2005 FCC Form 1240"); and

WHEREAS, the Village retained Ashpaugh & Sculco, CPAs, PLC and Front Range Consulting, Inc. (the "Consultants") to review the 2005 FCC Form 1240; and

WHEREAS, the Consultants have questioned a large true-up adjustment and are considering adjustments to the 2005 FCC Form 1240, to address the adjustment; and

WHEREAS, Comcast and the Consultants (with authorization from the Village) have discussed the 2005 FCC Form 1240 and have reached a settlement that resolves the true-up adjustment and related issues; and

WHEREAS, Comcast has extended a settlement offer to the Village that embodies Comcast's understandings with the Consultants; and

WHEREAS, the Village believes it is in the public interest to avoid the delay, uncertainty, and costs associated with the continued review of the 2005 FCC Form 1240 and to establish certain understandings regarding the filing and review of the 2006 FCC Form 1240 to be prepared by Comcast (the "2006 FCC Form 1240"); and

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WHEREAS, Comcast has proposed settling outstanding issues concerning the 2005 FCC Form 1240 and establishing certain understandings regarding the 2006 FCC Form 1240; and

WHEREAS, the terms of the settlement between the parties are attached in a January 23, 2006, letter from Comcast, which letter (including appendices) is attached to this Resolution and by this reference incorporated into this Resolution (the "Settlement Letter");

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

Section 1. Approval of Settlement Letter and Terms; Reservation of Rights and Remedies. The President and Board of Trustees hereby approve the Settlement Letter and the settlement terms contained in the Settlement Letter related to the 2005 FCC Form 1240. The Village reserves all of its rights and remedies with respect to issues and calculations not expressly addressed in the Settlement Letter.

Section 2. Adoption of Rates. The President and Board of Trustees hereby approve the current rate of \$17.74 (exclusive of the FCC regulatory fee and franchise fees) as the maximum rate for the period from January 1, 2006, to December 31, 2006, in accordance with the Settlement Letter.

Section 3. Approval of Terms Regarding 2006 FCC Form 1240. The President and Board of Trustees hereby approve the terms set forth in the Settlement Letter regarding the filing basis and the review of the 2006 FCC Form 1240, as set forth in Appendix B to the Settlement Letter.

Section 4. Lower Rates Approved. Comcast may charge rates less than the maximum rate set herein for the BST, so long as such lower rates are consistent with applicable law and are applied in a uniform and nondiscriminatory manner, pursuant to applicable federal, state, and local laws and regulations.

Section 5. Written Decision. This Resolution constitutes the written decision required by 47 C.F.R. § 76.936(a).

Section 6. Release to Public. This Resolution shall be released to the public and to Comcast, and a public notice shall be published stating that this Resolution has been issued and is available for review, pursuant to 47 C.F.R. § 76.936(b).

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

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PASSED this \_\_\_\_ day of \_\_\_\_\_ 2006.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2006

By: \_\_\_\_\_  
Elizabeth M. Asperger, Village President

ATTEST:

By: \_\_\_\_\_  
Robert N. Milne, Village Clerk

4-E-5



Comcast Cable  
1500 Market Street  
Philadelphia, PA 19102-2148

Peter H. Feinberg  
Associate General Counsel  
215.320.7934 Tel  
215.320.3572 Fax

**FOR SETTLEMENT PURPOSES ONLY  
INADMISSIBLE AS EVIDENCE**

January 23, 2006

Ms. Sharon Peterson  
Village of La Grange  
53 South LaGrange Road  
LaGrange, IL 60525

JAN 24 2006

Re: SETTLEMENT PROPOSAL REGARDING COMCAST'S RATE FORMS

Dear Ms. Peterson:

I am writing on behalf of Comcast Cable Communications, LLC, and its affiliates (collectively, "Comcast" or the "Company") to extend a settlement offer to West Central Cable Agency ("WCCA") communities to resolve the pending review of Comcast's FCC Form 1240 for 2005, to prescribe a framework for the review of Comcast's 2006 FCC Form 1240, to address the regulatory certification of the Village of Riverside, and to include the Village of La Grange in the 2005 FCC Form 1205 settlement. Comcast believes that this proposal, which reflects the recent discussions between Comcast and Ashpaugh & Sculco, CPAs, PLC and Front Range Consulting, Inc. (the "Consultants"), if accepted, would minimize the substantial administrative burdens, uncertainty, and delay otherwise associated with the rate review process. It provides an excellent opportunity to resolve the outstanding rate disputes, thereby benefiting all parties concerned, including local cable customers.

The entirety of this offer is being made to each of the WCCA communities that participated in the consolidated review of Comcast's 2005 FCC Form 1240 conducted by the Consultants, and that are also participating in the 2006 review to be performed by the Consultants. The affected communities (the "Communities") are identified in Appendix A hereto.

**TERMS OF SETTLEMENT OFFER:**

**2005 Rate Review -- Form 1240**

1. The Communities will allow Comcast's 2005 FCC Form 1240 as submitted to be approved by default by not issuing a rate order before the expiration of the twelve month review period.
2. The Communities shall permit Comcast to keep in place a monthly rate of \$17.74 for the basic service tier ("BST") for the period January 1, 2006 through December 31, 2006.

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### **2006 Rate Review – Form 1240**

1. Comcast has attached to this letter as Appendix B a proposed “Working Copy” of its 2006 FCC Form 1240 using a starting Line A1 rate of \$17.74. This “Working Copy” shall be a “projected-only” filing for the period July 1, 2006 through June 30, 2007. All “true-up” data will be eliminated.
2. Comcast shall implement a BST rate less than or equal to the maximum permitted rate (“MPR”) calculated in the 2006 FCC Form 1240 for the period January 1, 2007 through December 31, 2007. Comcast shall not be required to reduce its BST rate to anything less than \$17.74, as long as the number of BST channels is not reduced for the period January 1, 2006 through December 31, 2007.
3. Comcast will not true-up any period prior to July 1, 2006.

### **Village of Riverside**

1. By consent of Comcast and the Village of Riverside, the Village is now fully certified to regulate rates and Comcast will provide the Village all future FCC rate forms. Comcast will not require the Village to provide any additional notice of its intent to regulate rates nor contest in the future whether or not the Village met all of the requirements under its initial filing of rate forms under 47 C.F.R. § 76.930 of the FCC rules.

### **2005 FCC Form 1205**

1. Comcast will also extend to the Village of La Grange the opportunity to participate in the 2005 FCC Form 1205 settlement offered to the West Central Cable Agency by letter dated November 4, 2005. In order for the Village of La Grange to participate in the 2005 Form 1205 settlement, the Village will need to adopt this settlement by February 28, 2006. A copy of the November 4, 2005 settlement offer is attached as Appendix C.

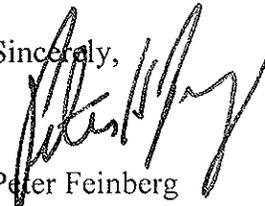
### **Conditions**

1. Comcast shall provide the proper rate filings and notice of rate changes to the Communities in accordance with FCC rules and regulations.
2. The parties to the Settlement shall only be bound by the aforementioned framework for reviewing the 2005 FCC Form 1240 and preparing and reviewing the 2006 FCC Form 1240 rate submissions. Neither party is bound by any of the agreed-upon methodologies subsequent to the 2006 rate review, nor can the compromises be used as evidence against either party in any subsequent rate proceeding. Comcast and the Communities agree that neither party will attempt to justify past or future methodologies on grounds that such methodologies were agreed to by the parties in this Settlement. This Settlement Offer must be accepted by each WCCA member by February 28, 2006.

4-E.7

3. Comcast and the Communities agree that the purpose of this Settlement is solely to resolve the dispute between them regarding Comcast's FCC Form 1240 filing for 2005, to establish a framework for the review of Comcast's 2006 FCC Form 1240 filing, and for the Village of Riverside only, to settle the outstanding issues regarding the Village's certification to regulate rates. The parties further agree that this Agreement does not constitute an admission of error on the part of either party and shall not be deemed to be an admission of any such error by either party in any civil or administrative proceeding.

Sincerely,



Peter Feinberg

cc: Mr. Richard Treich  
Mr. Garth Ashpaugh

# Appendix A – Communities

<u>COMMUNITY NAME</u>	<u>CUID #</u>
WESTERN SPRINGS	IL0666
INDIAN HEAD PARK	IL0847
LA GRANGE	IL0848
LA GRANGE PARK	IL0849
RIVERSIDE	IL0871

4-E.9

# Appendix B

4-E.10

**FCC FORM 1240  
UPDATING MAXIMUM PERMITTED RATES FOR REGULATED CABLE SERVICES**

**Cable Operator:**

Working Copy -- For Discussion and Settlement Purposes Only

Name of Cable Operator <b>COMCAST OF ILLINOIS/WEST VIRGINIA, LLC</b>		
Mailing Address of Cable Operator <b>7720 W. 98th Street</b>		
City <b>Hickory Hills</b>	State <b>IL</b>	ZIP Code <b>60457</b>

**1. Does this filing involve a single franchise authority and a single community unit?**

YES	NO
	X

If yes, complete the franchise authority information below and enter the associated CUID number here:

--

**2. Does this filing involve a single franchise authority but multiple community units?**

YES	NO
	X

If yes, enter the associated CUIDs below and complete the franchise authority information at the bottom of this page:

<b>IL0666, IL0847, IL0848, IL0849, IL0871</b>
---

**3. Does this filing involve multiple franchise authorities?**

If yes, attach a separate sheet for each franchise authority and include the following franchise authority information with its associated CUID(s):

**Franchise Authority Information:**

Name of Local Franchising Authority <b>See Attached</b>		
Mailing Address of Local Franchising Authority		
	State	ZIP Code
Telephone number	Fax Number	

**4. For what purpose is this Form 1240 being filed? Please put an "X" in the appropriate box.**

a. Original Form 1240 for Basic Tier	X
b. Amended Form 1240 for Basic Tier	
c. Original Form 1240 for CPS Tier	
d. Amended Form 1240 for CPS Tier	

**5. Indicate the one year time period for which you are setting rates (the Projected Period).**

TO		
07/01/06	06/30/07	(mm/yy)

**6. Indicate the time period for which you are performing a true-up.**

TO		
12/01/04	11/30/05	(mm/yy)

**7. Status of Previous Filing of FCC Form 1240 (enter an "x" in the appropriate box)**

	YES	NO
a. Is this the first FCC Form 1240 filed in any jurisdiction?		X
b. Has an FCC Form 1240 been filed previously with the FCC?	X	

If yes, enter the date of the most recent filing: **10/03/97** (mm/dd/yy)

c. Has an FCC Form 1240 been filed previously with the Franchising Authority?

	YES	NO
	X	

If yes, enter the date of the most recent filing: **03/21/05** (mm/dd/yy)

*4-E.11*

**8. Status of Previous Filing of FCC Form 1210 (enter an "x" in the appropriate box)**

	YES	NO
a. Has an FCC Form 1210 been previously filed with the FCC?	X	
If yes, enter the date of the most recent filing:	12/29/95	(mm/dd/yy)

	YES	NO
b. Has an FCC Form 1210 been previously filed with the Franchising Authority?	X	
If yes, enter the date of the most recent filing:	12/29/95	(mm/dd/yy)

**9. Status of FCC Form 1200 Filing (enter an "x" in the appropriate box)**

	YES	NO
a. Has an FCC Form 1200 been previously filed with the FCC?	X	
If yes, enter the date filed:	08/12/94	(mm/dd/yy)

	YES	NO
b. Has an FCC Form 1200 been previously filed with the Franchising Authority?	X	
If yes, enter the date filed:	08/12/94	(mm/dd/yy)

**10. Cable Programming Services Complaint Status (enter an "x" in the appropriate box)**

	YES	NO
a. Is this form being filed in response to an FCC Form 329 complaint?		X
If yes, enter the date of the complaint:		(mm/dd/yy)

**11. Is FCC Form 1205 Being Included With This Filing**

	YES	NO
	X	

**12. Selection of "Going Forward" Channel Addition Methodology (enter an "x" in the appropriate box)**

Check here if you are using the original rules [MARKUP METHOD].

Check here if you are using the new, alternative rules [CAPS METHOD].

If using the CAPS METHOD, have you elected to revise recovery for channels added during the period May 15, 1994 to Dec. 31, 1994?

	YES	NO

**13. Headend Upgrade Methodology**

\*NOTE: Operators must certify to the Commission their eligibility to use this upgrade methodology and attach an equipment list and depreciation schedule.

Check here if you are a qualifying small system using the streamlined headend upgrade methodology.

**Part I: Preliminary Information**

**Module A: Maximum Permitted Rate From Previous Filing**

Line	Line Description	a Basic	b Tier 2	c Tier 3	d Tier 4	e Tier 5
A1	Current Maximum Permitted Rate	\$17.74				

**Module B: Subscribership**

Line	Line Description	a Basic	b Tier 2	c Tier 3	d Tier 4	e Tier 5
B1	Average Subscribership For True-Up Period 1	11,982				
B2	Average Subscribership For True-Up Period 2					
B3	Estimated Average Subscribership For Projected Period	12,102				

**Module C: Inflation Information**

Line	Line Description		
C1	Unclaimed Inflation: Operator Switching From 1210 To 1240		1.0000
C2	Unclaimed Inflation: Unregulated Operator Responding to Rate Complaint		1.0000
C3	Inflation Factor For True-Up Period 1 [Wks 1]		1.0000
C4	Inflation Factor For True-Up Period 2 [Wks 1]		
C5	Current FCC Inflation Factor		1.0331

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**Module D: Calculating the Base Rate**

Line	Line Description	a Basic	b Tier 2	c Tier 3	d Tier 4	e Tier 5
D1	Current Headend Upgrade Segment	\$0.0000				
D2	Current External Costs Segment	\$0.2226				
D3	Current Caps Method Segment	\$0.0000				
D4	Current Markup Method Segment	\$0.2000				
D5	Current Channel Movement and Deletion Segment	\$0.0000				
D6	Current True-Up Segment	\$0.0000				
D7	Current Inflation Segment	\$0.2470				
D8	Base Rate [A1-D1-D2-D3-D4-D5-D6-D7]	\$17.0704				

**Part II: True-Up Period  
Module E: Timing Information**

Line	Line Description		
E1	What Type of True-Up Is Being Performed? (Answer "1", "2", or "3". See Instructions for a description of these types.) If "1", go to Module I. If "2", answer E2 and E3. If "3", answer E2, E3, E4, and E5.		2
E2	Number of Months in the True-Up Period 1		0
E3	Number of Months between the end of True-Up Period 1 and the end of the most recent Projected Period		0
E4	Number of Months in True-Up Period 2 Eligible for Interest		0
E5	Number of Months True-Up Period 2 Ineligible for Interest		0

**Module F: Maximum Permitted Rate For True-Up Period 1**

Line	Line Description	a Basic	b Tier 2	c Tier 3	d Tier 4	e Tier 5
F1	Caps Method Segment For True-Up Period 1 [Wks 2]	\$0.0000				
F2	Markup Method Segment For True-Up Period 1 [Wks 3]	\$0.2000				
F3	Chan Mvmnt Deletn Segment For True-Up Period 1 [Wks' 4/5]	\$0.00				
F4	True-Up Period 1 Rate Eligible For Inflation [D8+F1+F2+F3]	\$17.2704				
F5	Inflation Segment for True-Up Period 1 [(F4*C3)-F4]	\$0.00				
F6	Headend Upgrade Segment For True-Up Period 1 [Wks 6]					
F7	External Costs Segment For True-Up Period 1 [Wks 7]	0.0000				
F8	True-Up Segment For True-Up Period 1	\$0.0000				
F9	Max Perm Rate for True-Up Period 1 [F4+F5+F6+F7+F8]	\$17.2704				

**Module G: Maximum Permitted Rate For True-Up Period 2**

Line	Line Description	a Basic	b Tier 2	c Tier 3	d Tier 4	e Tier 5
G1	Caps Method Segment For True-Up Period 2 [Wks 2]					
G2	Markup Method Segment For True-Up Period 2 [Wks 3]					
G3	Chan Mvmnt Deletn Segment For True-Up Period 2 [Wks' 4/5]					
G4	TU Period 2 Rate Eligible For Inflation [D8+F5+G1+G2+G3]					
G5	Inflation Segment for True-Up Period 2 [(G4*C4)-G4]					
G6	Headend Upgrade Segment For True-Up Period 2 [Wks 6]					
G7	External Costs Segment For True-Up Period 2 [Wks 7]					
G8	True-Up Segment For True-Up Period 2					
G9	Max Perm Rate for True-Up Period 2 [G4+G5+G6+G7+G8]					

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**Module H: True-Up Adjustment Calculation**

Line	Line Description	a Basic	b Tier 2	c Tier 3	d Tier 4	e Tier 5
<b>Adjustment For True-Up Period 1</b>						
H1	Revenue From Period 1	\$0.00				
H2	Revenue From Max Permitted Rate for Period 1	\$0.00				
H3	True-Up Period 1 Adjustment [H2-H1]					
H4	Interest on Period 1 Adjustment					
<b>Adjustment For True-Up Period 2</b>						
H5	Revenue From Period 2 Eligible for Interest					
H6	Revenue From Max Perm Rate for Period 2 Eligible For Interest					
H7	Period 2 Adjustment Eligible For Interest [H6-H5]					
H8	Interest on Period 2 Adjustment (See instructions for formula)					
H9	Revenue From Period 2 Ineligible for Interest					
H10	Revenue From Max Perm Rate for Period 2 Ineligible for Interest					
H11	Period 2 Adjustment Ineligible For Interest [H10-H9]					
<b>Total True-Up Adjustment</b>						
H12	Previous Remaining True-Up Adjustment	\$0.0000				
H13	Total True-Up Adjustment [H3+H4+H7+H8+H11+H12]					
H14	Amount of True-Up Claimed For This Projected Period	\$0.0000				
H15	Remaining True-Up Adjustment [H13-H14]					

**Part III: Projected Period  
Module I: New Maximum Permitted Rate**

Line	Line Description	a Basic	b Tier 2	c Tier 3	d Tier 4	e Tier 5
I1	Caps Method Segment For Projected Period [Wks 2]	\$0.0000				
I2	Markup Method Segment For Projected Period [Wks 3]	\$0.2000				
I3	Chan Mvmnt Deletn Segment For Projected Period [Wks 4/5]	\$0.00				
I4	Proj. Period Rate Eligible For Inflation [D8+F5+G5+I1+I2+I3]	\$17.2704				
I5	Inflation Segment for Projected Period [(I4*C5)-I4]	\$0.5717				
I6	Headend Upgrade Segment For Projected Period [Wks 6]					
I7	External Costs Segment For Projected Period [Wks 7]	\$0.2835				
I8	True-Up Segment For Projected Period					
I9	Max Permitted Rate for Projected Period [I4+I5+I6+I7+I8]	\$18.1256				
I10	Operator Selected Rate For Projected Period					

Note: The maximum permitted rate figures do not take into account any refund liability you may have. If you have previously been ordered by the Commission or your local franchising authority to make refunds, you are not relieved of your obligation to make such refunds even if the permitted rate is higher than the contested rate or your current rate.

**Certification Statement**

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE TITLE 18, SECTION 1001), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

I certify that the statements made in this form are true and correct to the best of my knowledge and belief, and are made in good faith.

Signature	Date
<b>Working Copy -- For Discussion and Settlement Purposes Only</b>	
Name and Title of Person Completing this Form: <b>Russ W. Borrows, Vice President, Finance Operations</b>	
Telephone number <b>Sharon Wiorek 248.233.4740</b>	Fax Number

4-E.14

# Appendix C

4-E.15



Comcast Cable Communications, Inc.  
1500 Market Street  
Philadelphia, PA 19102-2148  
Tel: 215.665.1700  
Fax: 215.981.7790  
www.comcast.com

Peter H. Feinberg  
Associate General Counsel  
215.320.7934 Tel  
215.320.3572 Fax

**FOR SETTLEMENT PURPOSES ONLY  
INADMISSIBLE AS EVIDENCE**

November 4, 2005

David A. Brink, Administrator  
West Central Cable Agency  
c/o Village of Indian Head Park  
201 Acacia Drive  
Indian Head Park, IL 60525-4498

**Re: SETTLEMENT PROPOSAL REGARDING COMCAST'S FORM 1205**

Dear Mr. Brink:

I am writing on behalf of Comcast Cable Communications, LLC, and its affiliates (collectively, "Comcast" or the "Company") to extend a settlement offer to resolve the pending appeal of Comcast's FCC Form 1205 for 2004, and to prescribe a framework for the approval of Comcast's 2005 FCC Form 1205 and for the review of Comcast's 2006 filing. Comcast believes that this proposal, which reflects the recent discussions between Comcast and Ashpaugh & Sculco, CPAs, PLC and Front Range Consulting, Inc. (the "Consultants"), if accepted, would minimize the substantial administrative burdens, uncertainty, and delay otherwise associated with the rate review process. It provides an excellent opportunity to resolve the outstanding rate disputes, thereby benefiting all parties concerned, including local cable customers.

This entirety of this offer is being made to each of the franchise communities that participated in the consolidated review of Comcast's 2004 Form 1205 conducted by the Consultants and adopted adverse rate orders (the "Orders") regarding Comcast's 2004 filing, and that are also participating in the 2005 review being performed by the Consultants. Any 2004 participant that is not participating in the 2005 review would only receive the benefit of the 2004 portion of this settlement. If a franchise community is only participating in 2005, only those portions of the settlement relating to 2005 and 2006 would be applicable to that 2005 participant. The affected communities (the "Communities") are identified in Appendix A hereto by each group.

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**TERMS OF SETTLEMENT OFFER:**

**2004 Rate Review**

1. Comcast shall issue a \$2.50 credit to each subscriber in each of the Communities, except as noted in Appendix B hereto. Credits shall be issued within 60 days of Final Approval.
2. The Communities shall take all required approval actions consistent with their local rules and regulations accepting the Comcast credit as satisfaction of the refund obligations of the Orders.
3. Comcast shall promptly withdraw its Appeal of the Orders to the FCC (or shall remove the settling communities from the Appeal if not all Communities settle).
4. Comcast agrees that it shall calculate franchise fees owed as if there were no refunds issued associated with the 2004 filing, and that it shall not take a credit against franchise fees paid to the Communities based on the refund amount. Comcast shall have the option of calculating franchise fees using its standard methodology<sup>27</sup> and separately paying a participating community an amount equal to the product of the local franchise fee percentage multiplied by the designated customer credit (e.g., 5% x \$2.50 = \$0.125 per customer).

**2005 Rate Review**

1. *Adjustments.*

Comcast shall modify its existing cost claims in the Communities, as set forth in Appendix C hereto. Adjustments include:

a. *Unbundling:*

Remove the following previously challenged cost categories: property taxes, insurance, utilities, building maintenance, equipment maintenance, and tuition reimbursement.

Retain the following previously challenged cost categories: bonuses, commissions, and training, to the extent that the amounts claimed are related to equipment and installation rates, are limited to personnel directly involved with regulated equipment and installation, and are allocated to regulated equipment and installation based on the amount of time such personnel actually devotes to equipment and installation-related activities.

b. *Other:*

---

<sup>27</sup> Comcast understands that the participating communities are not endorsing or approving the Comcast standard methodology as a result of agreeing to this settlement and the participating communities reserve all of their rights with respect to a review of the Comcast standard methodology during a review of Comcast's franchise fee payments.

4-E:17

Include "contractor" installation times, in addition to "in-house" installation times, in the calculation of activity times as depicted in the Form 1205 and statistical summary included in Appendix C.

Remove "converter maintenance" at time of installation.

Provide survey support for in-house installation and maintenance activity times.

2. *Procedures.*

The Communities shall take all required approval actions consistent with their local rules and regulations for the 2005 1205 rate review establishing maximum permitted rates consistent with Appendix C, and Comcast shall refrain from appealing any such resolutions.

3. *Rate Reductions and Refunds.*

Based on Appendix C, if a revised "maximum permitted" rate is lower than an actual rate in a particular Community, Comcast shall lower the actual rate in that Community and issue credits to local customers. No offsets shall be computed or claimed to reduce this refund amount. Rate changes and credits shall be issued within 60 days of Final Approval, as defined in paragraph 4 of the "Conditions" section of this Settlement. Comcast shall not increase any existing equipment rates prior to its normally scheduled equipment rate adjustment in 2006. In addition, Comcast agrees that it will not increase equipment rates in 2006 in the settling communities for the purpose of offsetting the credits, refunds or rate reductions provided for in this agreement.

2006 Rate Review

1. Comcast shall submit (at appropriate filing date) a 2006 Form 1205 reflecting the same methodological adjustments described above for 2005.
2. Comcast shall include more extensive surveys and shall include contractor activity times in the Company's analysis, and shall make that data available to the Communities upon request.
3. Comcast shall update its calculation of productive and non-productive hours to reflect contemporary circumstances.
4. Comcast shall refine its analysis to ensure the removal of unrelated rental facilities.
5. The Communities shall not dispute the inclusion of "bonuses," "commissions," and "training." Comcast may include bonuses, commissions, and training provided that such bonuses, commissions, and training shall be limited to personnel directly involved with regulated equipment and installations, and such bonuses, commissions and training shall be allocated based on the amount of time such personnel actually devotes to equipment and installation-related activities. To the extent that the ratio of the aggregate amount of the bonuses, commissions and training costs to total salaries for the sample systems for 2006 is

11-E, 18

in the same relative percentage as the ratio of the aggregate amount of the bonuses, commissions and training costs to total salaries as reported for the sample systems for 2005 (and allowing for reasonable year-to-year fluctuations), the Communities will not challenge the relevancy of these costs in the Form 1205. The Communities shall permit Comcast to include "drop" costs in equipment and installation rates for 2006, provided that the Company includes the labor hours associated with drop costs, along with the reported drop costs. Notwithstanding the foregoing, in light of Comcast's inadvertent exclusion of vacation pay from its 2005 filing, the Company shall be entitled to include that cost category in its 2006 filing.

#### Conditions

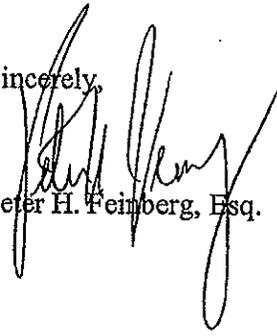
1. Comcast shall issue the 2004 and 2005 credits described above regardless of any finding of effective competition in any of the Communities subject to the Settlement.
2. The parties to the Settlement shall only be bound by the aforementioned framework for preparing and reviewing the 2005 and 2006 FCC Form 1205 rate submissions. Neither party is bound by any of the agreed-upon methodologies subsequent to the 2006 rate review, nor can the compromises be used as evidence against either party in any subsequent rate proceeding. Comcast and the Communities agree that neither party will attempt to justify past or future methodologies on grounds that such methodologies were agreed to by the parties in this Settlement.
3. Comcast and the Communities agree that the purpose of this Settlement is solely to resolve the dispute between them regarding Comcast's FCC Form 1205 filing for 2004, and to establish a framework for the approval of Comcast's 2005 Form 1205 and for the review of Comcast's 2006 Form 1205 filing. The parties further agree that this Agreement does not constitute an admission of error on the part of either party and shall not be deemed to be an admission of any such error by either party in any civil or administrative proceeding.
4. Because the Communities pursued a consolidated 2004 rate review, Comcast wishes to proceed on a consolidated basis in extending this offer. The offer is therefore contingent on 90% of the Communities (as measured by customer count) taking implementing actions by December 31, 2005 ("Final Approval"). If more than 10% of the Communities (as measured by customer count) fail to adopt the resolution by that date, Comcast reserves its right to withdraw the offer, notwithstanding any intervening approval action in any particular community. If Comcast withdraws the offer, any intervening approval action by any particular community shall be null and void and the community shall retain all its rights with respect to Comcast's rates.

4-E.19

David A. Brink  
November 4, 2005  
Page 5

5. Comcast shall file with the Communities written verification that the refunds required for 2004 have been issued, and that agreed-upon calculations for 2005, and any rate adjustments and/or refunds for 2005, have been made based on this Agreement.

Sincerely,



Peter H. Feinberg, Esq.

cc: Mr. Richard Treich  
Mr. Garth Ashpaugh  
Ms. Sharon Peterson  
Ms. Melissa Heil  
Ms. Ingrid Velkme

4-E.20

**VILLAGE OF LA GRANGE**

Disbursement Approval by Fund

February 13, 2006

Consolidated Voucher 060213

<u>Fund No.</u>	<u>Fund Name</u>	<u>02/13/06 Voucher</u>	<u>01/27/06 Payroll</u>	<u>02/10/06 Payroll</u>	<u>Total</u>
01	General	314,967.63	192,750.74	220,296.57	728,014.94
21	Motor Fuel Tax				0.00
22	Foreign Fire Insurance Tax				0.00
23	TIF	829,884.88			829,884.88
24	ETSB	22,246.39			22,246.39
40	Capital Projects	221,546.48			221,546.48
50	Water	174,541.86	29,161.63	30,209.32	233,912.81
51	Parking	39,271.45	17,508.86	17,525.12	74,305.43
60	Equipment Replacement				0.00
70	Police Pension				0.00
75	Firefighters' Pension				0.00
80	Sewer	14,593.67	6,535.31	7,244.47	28,373.45
90	Debt Service				0.00
91	SSA 4A Debt Service				0.00
93	SAA 269				0.00
94	SAA 270				0.00
		<u>1,617,052.36</u>	<u>245,956.54</u>	<u>275,275.48</u>	<u>2,138,284.38</u>

We the undersigned Manager and Clerk of the Village of La Grange hereby certify that, to the best of our knowledge and belief, the foregoing items are true and proper charges against the Village and hereby approve their payment.

\_\_\_\_\_  
Village Manager

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

\_\_\_\_\_  
President

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

4-F

MINUTES

VILLAGE OF LA GRANGE  
BOARD OF TRUSTEES REGULAR MEETING  
Village Hall Auditorium  
53 South La Grange Road  
La Grange, IL 60525

Monday, January 23, 2006 - 7:30 p.m.

1. CALL TO ORDER AND ROLL CALL

The Board of Trustees of the Village of La Grange regular meeting was called to order at 7:30 p.m. by President Asperger. On roll call, as read by Village Clerk Robert Milne, the following were:

PRESENT: Trustees Cremieux, Horvath, Langan, Livingston, Pann and Wolf with President Asperger presiding.

ABSENT: None

OTHERS: Village Manager Robert Pilipiszyn  
Assistant Village Manager Sharon Peterson  
Village Attorney Maureen Brown  
Community Development Director Patrick Benjamin  
Finance Director Lou Cipparrone  
Public Works Director Ken Watkins  
Police Chief Mike Holub  
Fire Chief David Fleege  
Doings Reporter Ken Knutson  
Suburban Life Reporter Sara Luneburg

2. PRESIDENT'S REPORT

President Asperger began the meeting with the recognition of four employees who have served the Village for numerous years. After giving a brief history of their background, President Asperger requested Fire Chief David Fleege and Police Chief Mike Holub respectively to introduce the employees and invite them forward to receive recognition and congratulations from the Village Board.

A. Employee Recognition – Firefighter Ken Straube – 45 Years of Service

B. Employee Recognition Firefighter John Kurtz – 27 Years of Service

4-6

- C. Employee Recognition – Police Officer Duane Murray – 25 Years of Service
- D. Employee Recognition – Police Sergeant Marge Kielczynski – 25 Years of Service

President Asperger announced that on Monday, January 30 the Village Board would meet in the lower level conference room as an Executive Committee to conduct a workshop discussing capital projects as part of the Village's 5-year financial plan. President Asperger explained that this is the beginning of the Village's budget development process.

President Asperger indicated that the Ad-Hoc Zoning Code Review Committee has received many comments and staff, along with the Village Attorney are in the process of reviewing the information received in order to present recommendations to the committee. A February meeting is being considered and notification will be given when the exact date and time are confirmed.

Redevelopment of the property at 9601 E. Ogden Avenue is being considered. President Asperger noted that the Plan Commission has recommended the vacation of an adjacent public alley in order to facilitate redevelopment. The property owner will need to obtain a Design Review Permit prior to this matter coming before the Village Board.

Lastly, President Asperger noted that the Final Development Plan for La Grange Pointe, which is the three-story mixed use development on the former International House of Pancake (IHOP) restaurant property, has been recommended for approval by the Plan Commission contingent upon compliance of certain criteria. This item should come before the Village Board in the near future. In the interim, the developer has agreed for the Village to continue to utilize the property as a public parking lot.

### 3. PUBLIC COMMENTS REGARDING AGENDA ITEMS

Rob Wessel, 223 S. Peck noted he had previously made a freedom of information (FOI) request for minutes listed as item H under the Omnibus Agenda and was denied them because they were in draft form. President Asperger indicated that minutes remain as a draft until they are approved by the Board and then are made public.

4-6.1

4. OMNIBUS AGENDA AND VOTE

- A. Easement Agreement – 90 S. Sixth Avenue, Utility System Relocation Project (Carriage Place Condominium Association)
- B. Amendment - Engineering Services Agreement, Utility System Relocation Project – Heuer and Associates, Westchester, Illinois - \$17,194.65
- C. Resolution (#R-06-02) Comcast Settlement Agreement
- D. For – Profit Solicitation (Nielsen TV Ratings – Michael J. Widrlechner Applicant)
- E. Consolidated Voucher 051226 - \$1,732,917.91
- F. Consolidated Voucher 060109 - \$562,455.91
- G. Consolidated Voucher 060123 - \$451,780.30
- H. Minutes of the Special Village Board Meeting on Friday, October 14, 2005 and Saturday, October 15, 2005
- I. Minutes of The Executive Committee Workshop on Monday, November 14, 2005
- J. Minutes of the Executive Committee workshop on Monday, November 28, 2005
- K. Minutes of the Village of La Grange Board of Trustees Regular Meeting, Monday, December 12, 2005

It was moved by Trustee Langan to approve items A, B C, D, E, F, G, H, I, J and K of the Omnibus, seconded by Trustee Pann. Approved by roll call vote.

Ayes: Trustees Cremieux (only items A, B, C, D, E, F, G, I, J)  
Horvath, Langan, Livingston, Pann, Wolf and President Asperger

Nays: None

Absent: None

Abstain: Trustee Cremieux items H and K when he was absent.

President Asperger noted she would sign the 90 S. Sixth Avenue Easement Agreement after some typographical errors are corrected.

4-6-2

5. CURRENT BUSINESS

6. MANAGER'S REPORT

Village Manager Robert Pilipiszyn indicated that the developer for La Grange Pointe has agreed to allow the Village to continue to use the former IHOP property as a temporary parking lot until submittal of a Final Development Plan. Mr. Pilipiszyn noted this as a desirable usage until the developer is ready to break ground in the spring.

7. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA

Paul Kerpan, 7 N. Spring Avenue, referring to a previous Village Board meeting regarding the new condominium project at Bluff Avenue and Elm Avenue was glad to be able to express his comments, however, would like the Board to consider revising the agenda to allow rebuttal comments from the audience after the item is presented. Mr. Kerpan believes by allowing the audience to openly participate during the Trustee's discussion would benefit the process.

President Asperger thanked Mr. Kerpan for his ideas and indicated that the Board revisits the structure of the agenda from time to time to evaluate if changes would be beneficial.

Mr. Kerpan noted his surprise that the condominium project was not sent back to the Plan Commission due to varied and wide opinions. Mr. Kerpan feels that the Board and Plan Commission should meet to work out issues prior to voting.

President Asperger again thanked Mr. Kerpan for his suggestions, however noted that it is not the role of the Village Board to work out design issues, but would take his suggestions under advisement.

Gloria Beasley, expressed her disappointment in the elimination of several programs at the Senior Center. President Asperger attempted to clarify rumors explaining that although the Village Board leases the building to the Senior Center, it does not have any governing powers nor does the Village Board have any plans to demolish the building. Trustee Langan explained that some of the services offered by the Senior Center are being relocated in order to provide an effective outreach to all seniors in surrounding areas.

Kathy Deane, 110 S. Ashland referred to opposing letters published in the Suburban Life newspaper regarding the parking structure. Ms. Deane stated her observations that a minimum number of vehicles are utilizing the structure.

4-63

Bob Reichl, 641 S. Waiola indicated his concerns with tear downs and long term vacant buildings. Mr. Reichl stated that although the Building Department has been responsive, he is appealing to the Village Board for some action on maintaining safety, eliminating visible neglect, and enforcing the rights of existing property owners. President Asperger noted the Zoning Code Review Committee is in the process of addressing such concerns.

Julie Serrano, 104 S. Ashland expressed concerns with the safety of school children and traffic at Cossitt School. She has spoken to Police Chief Holub and feels something proactive must be done.

Chris Baker, 240 S. Kensington Avenue stated her frustration in not being able to comply with the Village Ordinance which prohibits vehicles from parking across sidewalks. Ms. Baker explained in detail the happenings leading to her appeal to the Village Board and presented Trustees with documentation and research she had compiled. Ms. Baker provided photos along with a copy of La Grange Park's ordinance in hopes the Trustees would consider a resolution or amending the Village's current ordinance similar to that of La Grange Park, whereby residents would be allowed to park across sidewalks overnight. President Asperger noted that the Village Board would take this matter under consideration and respond within the next couple of weeks.

8. EXECUTIVE SESSION

9. TRUSTEE COMMENTS

Trustee Langan informed the audience of the passing of Jimmy Reynolds, a long time volunteer in the Village of La Grange and number one fan of Lyons Township High School.

10. ADJOURNMENT

At 8:28 p.m. it was moved by Trustee Pann and seconded by Trustee Cremieux to adjourn.

\_\_\_\_\_  
Elizabeth M. Asperger, Village President

ATTEST:

\_\_\_\_\_  
Robert N. Milne, Village Clerk

\_\_\_\_\_  
Approved Date

4-G-4

MINUTES  
VILLAGE OF LA GRANGE  
EXECUTIVE COMMITTEE WORKSHOP

53 South La Grange Road  
Lower Level Conference Room  
La Grange, IL 60525

Monday, January 30, 2006

I. CALL TO ORDER AND ROLL CALL

An Executive Committee Workshop of the Board of Trustees of the Village of La Grange was held on Monday, January 30, 2006 and called to order at 7:30 p.m. in the Lower Level Conference Room of the Village Hall.

PRESENT: Trustees Horvath, Langan, Livingston, Pann and Wolf with President Asperger presiding.

ABSENT: Trustee Cremieux

OTHERS: Robert Milne, Village Clerk  
Robert Pilipiszyn, Village Manager  
Sharon Peterson, Assistant Village Manager  
Lou Cipparrone, Finance Director  
Ken Watkins, Director of Public Works  
Mike Bojovic, Utilities Superintendent  
Chris Dosselman, Office Manager  
Tom Heuer, Village Engineer  
Ken Knutson, The Doings Newspaper

President Asperger explained that the budget is a planning tool for the next five years. This evening's discussion of capital projects will be followed by upcoming closed session discussion of personnel matters and culminates with a review of operational expenses on the first Saturday in March. President Asperger requested Village Manager Robert Pilipiszyn to elaborate on this evening's agenda.

Village Manager Pilipiszyn outlined points of interest for the Committee, explaining the monetary history of numerous capital projects previously performed throughout the Village while maximizing the use of alternate revenue sources. At the conclusion of FY 2007-08, Village Manager Pilipiszyn advised the Village Board that over 90% of the Village's residential streets in La Grange will have benefited from drainage improvements and a new asphalt surface.

4-H

Proposed Capital Projects for 2006 are estimated at \$1.8 million and for 2007 \$3.1 million. It is also proposed that Fiscal Year 2006-07 be a planning year to fund projects which include a street condition survey and a six-year sewer televising study. The data collected from these planning studies will be used to maintain the Village's streets on an appropriate schedule and to systematically program reconstruction of street segments, in conjunction with the replacement of aging water and sewer utilities. In keeping with this planning effort, staff is eager for direction from the committee for a conceptual proposal to undertake a long term, relief sewer initiative.

Village Manager Pilipiszyn requested Village Engineer Tom Heuer to make the presentation.

II. CONCEPTUAL PROPOSAL – MAPLE AREA RELIEF SEWER (MARS) AND OGDEN AVENUE RELIEF SEWER (OARS)

Maple Area Relief Sewer (MARS)

Mr. Heuer supplied detailed diagrams of the Village's streets and presented extensive historical data on the Village's sewer system by identifying various drainage districts. Explaining sewer system fundamentals, Mr. Heuer noted the difference and interrelationship between storm sewers, sanitary sewers, combination sewers, relief sewers and the Deep Tunnel System. Mr. Heuer explained various facets of required pipe size as related to the need for drainage. In respect to previous planning, Mr. Heuer noted that because La Grange is "land locked" and does not have a water system in which to discharge, it was necessary to build on the resources of relief sewers including the Deep Tunnel.

The Maple Area Relief Sewer (MARS) project would build upon the existing sewer system which serves the Historic District. The drainage area is considerable and is generally bounded by Burlington Avenue to the north, Bluff Avenue to the east, 47<sup>th</sup> Street to the south, and Gilbert Avenue to the west. Mr. Heuer explained the logistics regarding depth and how this relief sewer would collect and dispense wet weather flow, allowing dry weather flow to continue its normal flow. Mr. Heuer proceeded to describe how the first stage of MARS could be incorporated into the planned reconstruction of Bluff Avenue. The total cost for this phase of MARS is estimated at \$1.852 million (construction and engineering).

Trustee Wolf inquired at what point would the Village need to replace sewers along Cossitt Avenue and Mr. Heuer stated that the sewer televising study would be a means to determine necessary replacement. President Asperger conferred with Public Works Director Ken Watkins who stated the last sewer televising study occurred circa 1993.

4-H.1

Trustee Livingston inquired why this project should be considered now. Village Manager Pilipiszyn explained that the Bluff Avenue street project presents an opportunity to construct these sewer improvements in the near term, on-going concerns with sewer back-ups into basements and the opportunity to construct sewer improvements in the future during street reconstruction. Mr. Heuer noted poor drainage in the Bluff Avenue project corridor. Trustee Livingston asked if the relief sewer system could be completed in phases rather than block-by-block. Mr. Heuer indicated that the preliminary plan is to construct in three-four block segments at a time. Mr. Pilipiszyn added that the proposed MARS relief project is estimated to cost \$8.3 million over an eight to ten year time frame. Mr. Heuer added that augmentation and improvement followed by maintenance would benefit the area and community.

Trustee Horvath suggested looking at this as an opportunity to create a pedestrian walkway under Maple Avenue at the Indiana Harbor Belt railroad tracks. It was the consensus of the Village Board of Trustees to investigate the feasibility of this idea and seek possible grant sources for funding.

#### Ogden Avenue Relief Sewer (OARS)

Mr. Heuer reviewed the history of the sewer system in this drainage district which is generally bounded by the Village's corporate limits to the north, La Grange Road to the east, Hillgrove Avenue to the south, and Edgewood Avenue to the west. Village Engineer Heuer noted that the Ogden Avenue Relief Sewer (OARS) project is within state right-of-way and thus will require cooperation from the Illinois Department of Transportation (IDOT). Staff would like to conduct preliminary engineering in order to have a shelf-ready project when infrastructure coordination and funding opportunities arise.

\* \* \* \* \*

Village Manager Pilipiszyn requested direction from the Board regarding their intent to have staff further research the proposed relief sewer concepts.

President Asperger complimented staff on the long-term planning and requested thoughts from the Trustees. Discussion ensued. After several questions of clarification, feedback from the Village Board was very positive.

It was the consensus of the Village Board to: (1) direct staff to analyze the MARS concept further and refine its cost, funding, and schedule; and (2) include the first phase of MARS construction with the upcoming Bluff Avenue street improvement project.

4-H.2

III. CAPITAL PROJECTS FUND

Office Manager Chris Dosselman presented this item which included a status report of Capital Projects for Fiscal Year 2005-06 and Capital Project recommendations for Fiscal Year 2006-07.

Village Manager Pilipiszyn noted that resetting of brick paver panels, to avoid trip hazards, is included in the Capital Projects Fund. President Asperger inquired if this item should be a TIF-funded project. Finance Director Lou Cipparrone indicated that it may be TIF eligible. Trustees Horvath and Wolf expressed their concerns to use TIF funds for this work. President Asperger noted that discussion be continued to the March budget workshop.

With the exception of the Central Business District Paver Project, which was tabled, it was the consensus of the Village Board to concur with staff's budget recommendations.

IV. WATER FUND

Utilities Superintendent Mike Bojovic presented this item which included a status report of water system improvements for Fiscal Year 2005-06 and recommendations for Fiscal Year 2006-07. It is recommended that the Village absorb the slight increase in water rates.

It was noted that grant funding has enabled the Village to replace the water main on South Gilbert Avenue three years earlier than anticipated and at approximately one-half the projected cost.

Future analysis, identification and recommendation for new water meter reading technology should be undertaken prior to replacement of the old residential water meters beginning in FY 2009-10.

It was the consensus of the Village Board to concur with staff's budget recommendations.

V. SEWER FUND

Public Works Director Ken Watkins presented this item which included a status report of sewer system improvements for Fiscal Year 2005-06 and recommendations for Fiscal Year 2006-07. Among the recommendations, staff proposed the following:

- a. Sewer rate increase effective May 1, 2006 (year four of a five year rate escalation schedule).

4-H.3

- b. Contribute funds to the cost of MARS expenses should be included with the Bluff Avenue project.

It was the consensus of the Village Board to concur with staff's budget recommendations.

VI. TIF FUND

Trustee Pann recused himself from the discussion on this issue.

Village Manager Pilipiszyn and Finance Director Cipparrone advised the Village Board that based on previous Village Board TIF workshop discussions, the TIF Fund will include the following capital projects: wayfinding signage; Central Business District beautification; and intersection improvements at La Grange Road and Ogden Avenue.

Village Manager Pilipiszyn recommended an additional project to this list. He proposed the application of Kelmar to the parking structure at an estimated cost of \$300,000. Kelmar is a sealant designed to protect concrete for a period of up to 20 years. This would be in lieu of a conventional sealant which would need to be applied every 1-2 years.

Village Manager Pilipiszyn added that more definitive project costs for the parking structure should be available for review at the Budget Workshop scheduled on March 4, 2006.

VII. ADJOURNMENT

The Executive Committee Workshop was adjourned at 9:55 p.m.

Respectfully submitted,

Ellie Elder  
Administrative Secretary

Approved: \_\_\_\_\_

4-H-4

**CURRENT BUSINESS**

VILLAGE OF LA GRANGE  
Administrative Offices

**BOARD REPORT**

TO: Village President, Village Clerk,  
Board of Trustees and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager  
Sharon L. Peterson, Assistant Village Manager

DATE: February 13, 2006

RE: **PARKING STRUCTURE - CHANGE ORDER REQUEST**

---

In January 2005, the Village Board awarded a contract to construct the Village's Central Business District parking structure to Paul H. Schwendener, Inc. of Westmont IL in the amount of \$7,266,710. During the course of construction, necessary modifications to the construction plans resulted in additions and deductions to the original contract amount. These changes are a combination of additional work performed and materials needed to complete the construction of the parking structure and public plaza. This expanded scope of work has been consolidated into an omnibus change order for consideration by the Village Board.

Attached is a Change Order Request prepared by Architect Mark Nichols from Loebel Schlossman & Hackl which enumerates the additional costs and deductions to the construction contract. We anticipate that this is the final reconciliation of all outstanding contract adjustments with the exception of those items which remain in dispute. The following is a summary of each contract adjustment.

1. Change Portion of Ramp from Post Tension to Cast in Place Concrete - \$ 18,559

*This work required the contractor to change a portion of the ramp on the first level from post tension to slab on grade. It was determined that this portion of the ramp could be constructed without the need for post-tension support and thus reduce a portion of this expense to the Village.*

2. Eliminate Sealer at Top of Deck - \$ 4,500

*At the recommendation of our Project Manager, we directed the contractor not to install the concrete sealer at the top level of the parking structure. We will apply an alternative sealant product in the Spring.*

5-A

3. Additional Door Levers + \$ 1,206

*The construction documents were not clear that door levers had to be installed on both sides of all stairwell doors. The contractor was going to install levers on one side and push bars on the other. The change order amount reflects the cost of door levers in lieu of the push bars. Labor was not an extra.*

4. Installation of Metal Panels at Openings at Precast Column Cover + \$ 7,415

*We directed the contractor to install checker plates to cover the gaps where the precast panels lock into the column. There were concerns with safety and vandalism because of the openings from the third level to the second level.*

5. Concrete Sidewalk Replacement + \$ 2,282

*We needed to replace portions of the sidewalk along Sixth Avenue in order to match the new elevation of the parkway with the removal of the existing driveway apron. We also took advantage of the opportunity to replace several segments of hazardous and aging sidewalk.*

6. Additional Excavation at Fountain + \$ 1,893

*During the excavation for the public plaza, it was determined that the soil in the area was not suitable. This required the subcontractor to excavate an additional 6 inches. Once a suitable point was reached, the area was graded to reach the correct elevation.*

7. Additional Masonry Infill at Perimeter of Structure + \$ 2,158

*Additional masonry infill was needed on the third level of the parking structure at four columns as well as on the first floor between the planter wall and the precast panel.*

8. Seal Gap at Perimeter of Deck + \$ 12,064

*In order to provide a measure of tolerance between the construction of the decking and the installation of the precast panels, a gap was created around the perimeter of the parking structure on the second and third levels. In essence, a vertical control joint. The unintended consequence, however, is that there is no seal to prevent rainwater, snowmelt, etc. from cascading down between floors. In some instances, the gap may be wide enough to pose a hazard to pedestrians. In order to address these concerns, we have directed the contractor to install a rubberized material (concept similar to an expansion joint) to close these gaps. This work will not only benefit users of the structure in terms of comfort, but it will also facilitate maintenance of the structure. This construction item will be performed in the Spring.*

5-A.1

9. Additional Topsoil + \$ 4,798

*Due to the poor soil conditions across the project site, additional top soil is needed for the vitality of the trees and plants. A majority of the top soil is for the public plaza. It will also be used along the west and south perimeter of the structure.*

10. Additional Fire Alarm Equipment + \$ 2,181

*It was noted during the plan review process that additional smoke and heat detectors were needed in the elevator shaft.*

11. Additional Electrical Work + \$ 4,293

*Additional electrical work, including conduit, trenching and backfill was needed as a result of the relocation of the transformers installed as part of the Utility System Relocation Project.*

12. Additional Masonry Work / Electrical Room + \$ 884

*In order to help support the planter wall located above the mechanical room, the contractor extended the block wall in the mechanical room.*

13. Additional Expansion Joints + \$ 4,319

*Additional segments of expansion joint material will be installed at the top of the deck on the east side where there are gaps in between the columns. A ground level expansion joint will also be installed in the south stairwell in between the staircase and the north wall. This will close off the gap between the wall and the staircase. We are awaiting a quote for a similar situation identified in the north stairwell. This work will be performed in the Spring.*

14. Additional Cover Plate + \$ 1,304

*The checker plate will close off the gap at the opening between the backside of the stairwell and the wall at the ground level of the south stairwell. This work will be performed in the Spring.*

5-A.2

The revised construction cost for this project is as follows:

<u>Original Contract:</u>	<u>\$ 7,266,710</u>
Previously authorized change orders	- \$ 8,495
Change Order (approved by Village Board, November 14, 2005)	+ \$ 27,078
Change Order (proposed)	+ <u>\$ 21,738</u>
 Revised Contract Price:	 <u>\$ 7,307,031</u>

There are sufficient funds in the TIF Fund for the additional work. A budget amendment reflecting the addition of the Change Order to the project will be prepared at the end of the current fiscal year.

It is our recommendation that the Village Board approve the Change Order Request for the Parking Structure Project in the amount of \$21,738.

5-A.3

**CHANGE ORDER**

Project:	Village of La Grange Parking Structure	CO Number:	004
To:	Mr. Douglas Money Paul H. Schwendener, Inc. 400 N. State Street, Suite 300 Chicago, Illinois 60610-4624	From:	Mark A. Nichols AIA
		Date:	January 20, 2006
Re:	As listed below	A/E Project Number:	85100.00/82
		Contract For:	Parking Structure

The contract is changed as follows:

**Description:**

- Change Request 011: (Deduct -\$18,559.00) Change portion of ramp from Post-Tension to Cast in place Concrete.
- Change Request 017: (Deduct -\$4,500.00) Eliminate sealer at top deck per owner instructions.
- Change Request 018: (Add +\$1,206) Additional door levers required to complete exit stair door installation.
- Change Request 020: (Add +\$7,415.00) Additional metal panels installed at gaps at precast column covers.
- Change Request 021: (Add +\$2,282.00) Additional concrete sidewalk installation per Owner at Harris St.
- Change Request 024: (Add +\$1,893.00) Additional excavation at fountain. *along sixth Ave. Rf*
- Change Request 025: (Add +\$2,158.00) Masonry infill at perimeter of structure not indicated on documents. *2.8.01*
- Change Request 026: (Add +\$12,064.00) Provide sealant per Owner's direction to seal gap at perimeter of deck.
- Change Request 027: (Add +\$4,798.00) Additional top soil required on site due to lack of suitable base material.
- Change Request 028: (Add +\$2,181.00) Additional smoke detectors in elevator shaft per Fire Dept. request.
- Change Request 031: (Add +\$4,293.00) Additional electrical conduit at transformer area to Electrical Room.
- Change Request 032: (Add +\$884.00) Additional masonry work at Electrical room to support planter above.
- Change Request 033: (Add +\$4,319.00) Additional expansion joint at vertical gap at double column condition.
- Change Request 034: (Add +\$1,304.00) Additional cover plate for opening at ground floor South stair.

**Total Change in contract: Add in the amount of \$21,738.00**

The original Contract Sum was	\$7,266,710.00
Net change by previously authorized Change Orders	\$18,583.00
The Contract Sum prior to this Change Order was	\$7,285,293.00
The Contract Sum will be increased by this Change Order	\$21,738.00
The new Contract Sum including this Change Order will be	\$7,307,031.00

The Contract Time will be increased by 0 days

The Date of Substantial Completion as of the date of this Change Order therefore is unchanged

Attachments None

Signed:	Architect	Owner	Contractor
	_____	_____	_____
Date:	_____	_____	_____

*5-A.4*