

Village of La Grange



VILLAGE BOARD MEETING

MONDAY, APRIL 23, 2012

7:30 p.m.

BOOK 1 of 2

Village Hall Auditorium

53 South La Grange Road

La Grange, IL 60525

Elizabeth M. Asperger
Village President

Thomas Morsch
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, April 23, 2012 – 7:30 p.m.

1. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE
 - Trustee Holder*
 - Trustee Horvath*
 - Trustee Kuchler*
 - Trustee Langan*
 - Trustee Nowak*
 - Trustee Palermo*
 - President Asperger*

2. PRESIDENT'S REPORT
 - This is an opportunity for the Village President to report on matters of interest or concern to the Village.*

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. Ordinance – Creating an Additional Class A-2 Liquor License
Woow Sushi La Grange, LLC d/b/a Woow Sushi Japanese
Restaurant, 33 S. La Grange Road

 - B. Ordinance – Creating an Additional Class C-2 Liquor License
Furaha LLC d/b/a Vino e Birra, 18 W. Burlington Avenue

 - C. Minutes of the Village of La Grange Board of Trustees Special
Meeting – Monday, April 2, 2012 – Water Fund Workshop

 - D. Minutes of the Village of La Grange Board of Trustees Public
Hearing and Regular Meeting Monday, April 9, 2012

 - E. Consolidated Voucher 120423

5. CURRENT BUSINESS

This agenda item includes consideration of matters being presented to the Board of Trustees for action.

- A. Ordinance – Text Amendment – Extensions of Time Periods for Zoning Approvals: *Referred to Trustee Langan*
- B. Ordinance – Proposed Increase in the Village’s Water Rate: *Referred to Trustee Nowak*
- C. Award of Contract – Water Meter Replacement Program: *Referred to Trustee Nowak*
- D. Professional Service Agreements For A General Obligation Alternate Revenue Bond Issue Related To The Water Meter Replacement Project And Water Pumping Station Improvements: *Referred to Trustee Nowak*
 - 1) Financial Consultant – Kane McKenna Capital Inc.
 - 2) Bond Counsel – Chapman & Cutler LLP
- E. Resolution – Approving the FY 2012-13 Operation and Capital Improvements Budget: *Referred to Trustee Holder*

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

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.

OMNIBUS VOTE

VILLAGE OF LA GRANGE
Administrative Offices

BOARD REPORT

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

FROM: Robert J. Pilipiszyn, Village Manager
Andrianna Peterson, Assistant Village Manager

DATE: April 23, 2012

RE: **ORDINANCE - CREATING AN ADDITIONAL CLASS A-2 LIQUOR
LICENSE, WOOW SUSHI LA GRANGE, LLC d/b/a WOOW SUSHI
JAPANESE RESTAURANT, 33 S. LA GRANGE ROAD**

The Village recently received an application for a Class A-2 liquor license from Woow Sushi La Grange, LLC d/b/a Woow Sushi Japanese Restaurant, to be located at 33 S. La Grange Road. A Class A-2 Restaurant License authorizes the licensee to sell at retail and serve alcoholic liquor for consumption in the restaurant's dining area in conjunction with a meal and also in a bar or lounge area of the licensed premises. As one control on the dispensing of alcohol, applicants and licensees of a Class A-2 must prove to the satisfaction of the Village that more than 60 percent of the gross annual revenue of the dining establishment has resulted from the sale of food. Alcoholic liquor may be served at either the bar and lounge area or in the general seating area. This license also authorizes the licensee to allow customers to carry in their own beer and wine to be consumed within the licensed premises, but only in conjunction with the service of a meal.

On Monday, April 9, 2012, the Liquor Commission met to review the application submitted by Woow Sushi La Grange, LLC d/b/a Woow Sushi Japanese Restaurant. Prior to that meeting the Village had conducted a background investigation which did not produce any information which would preclude the issuance of a liquor license. It was the recommendation of the Liquor Commission that (a) the Village Board of Trustees create a new Class A-2 Liquor License and (b) that the Liquor Commissioner issue that license to Woow Sushi La Grange, LLC d/b/a Woow Sushi Japanese Restaurant, to be located at 33 S. La Grange Road. (A copy of the minutes from that meeting is attached.)

Attached for your consideration is a proposed ordinance creating an additional Class A-2 liquor license. Also attached is the list of current liquor license holders by classification. If the ordinance is approved the Liquor Commissioner will issue the Class A-2 Restaurant Liquor License to Woow Sushi La Grange, LLC d/b/a Woow Sushi Japanese Restaurant.

We recommend that the ordinance be approved.

H-A

VILLAGE OF LA GRANGE

ORDINANCE NO. O-12- _____

AN ORDINANCE CREATING AN ADDITIONAL
CLASS A-2 RESTAURANT LIQUOR LICENSE

WHEREAS, Chapter 111 of the La Grange Code of Ordinances, provides for a category of liquor license known as a Class A-2 Restaurant License; and

WHEREAS, the Class A-2 Restaurant License authorizes the licensee (a) to sell at retail and serve alcoholic liquor for consumption in the restaurant's dining area in conjunction with a meal and also in a bar or lounge area of the licensed premises, (b) to allow consumption of bring-your-own beer and wine in conjunction with a meal, and (c) to sell at retail its regularly stocked wine in its original packaging not for consumption on the premises where sold under certain conditions; and

WHEREAS, the Village received an application for a Class A-2 license from Woow Sushi La Grange, LLC for the Woow Sushi Japanese Restaurant 33 S. La Grange Road; and

WHEREAS, the La Grange Liquor Commission has recommended creation of a new Class A-2 license, and the La Grange Liquor Commissioner has indicated her intention to grant a Class A-2 license for the Woow Sushi Japanese restaurant if the Board of Trustees creates that license; and

WHEREAS, the President and the Board of Trustees have determined that it is in the best interests of the Village that a new Class A-2 license be created for the Woow Sushi Japanese restaurant;

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

Section 1. Recitals. The foregoing recitals are incorporated into this Ordinance as findings of the President and Board of Trustees.

Section 2. Creation of New Class A-2 Liquor License. The President and Board of Trustees, pursuant to their authority under State law and Section 111.16 of the La Grange Code of Ordinances, hereby increases the number of Class A-2 Liquor Licenses by one additional license. That new license will be added to the record of outstanding and/or available licenses which is kept in the office of the Village Clerk.

4-A.1

Section 3. Effective Date. This Ordinance will be in full and force and effect from and after its passage and approval. This Ordinance shall be published in pamphlet form in the manner provided by law.

PASSED this ____ day of _____ 2012.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____ 2012.

Elizabeth M. Asperger, Village President

ATTEST:

Thomas Morsch, Village Clerk

4-A.2

LA GRANGE LIQUOR COMMISSION
SPECIAL MEETING

53 South La Grange Road
First Floor Conference Room
La Grange, IL 60525

Monday, April 9, 2012 – 6:30 p.m.

MINUTES

1. Call to Order and Roll Call

A meeting of the La Grange Liquor Commission was convened at 6:34 p.m. by Liquor Commissioner Elizabeth Asperger. Present and constituting a quorum were:

Present: Liquor Commissioner Elizabeth Asperger, Commissioner Mark Kuchler and Commissioner Mark Langan

Absent: None

Also Present: Assistant Village Manager Andrianna Peterson
Village Attorney Mark Burkland
First Applicant Chang J. Wu
Second Applicant Jennifer Kintzle

2. Approval of the Minutes from the Liquor Commission meeting on March 12, 2012.

It was moved by Commissioner Langan and seconded by Commissioner Kuchler to approve the minutes of March 12, 2012, as submitted. The motion carried on a voice vote.

3. Liquor License Request / Liquor License Applicant

Woow Sushi La Grange LLC d/b/a Woow Sushi Japanese Restaurant

Commissioner Asperger indicated that Chang Wu was present as part owner of Woow Sushi La Grange LLC d/b/a Woow Sushi Japanese Restaurant to be located at 33 S. La Grange Road.

Commissioner Asperger informed the applicant that liquor control is taken very seriously and it is a privilege to sell and serve liquor in the Village. Commissioner Asperger explained that the Village is a family oriented community and a Class A-2 liquor license requires that more than 60% of the gross annual revenue of the dining establishment must result from the sale of food. Adding that there is no set number of liquor licenses but

4-A.3

rather that licenses are considered on an individual basis, Commissioner Asperger asked Mr. Wu to explain his plans for his restaurant in La Grange.

Staff reports that all of the elements of the applicant's application are in order and that there are no known issues with the application.

Mr. Wu noted that he started with a restaurant in Tinley Park and then proceeded to open the Big Tuna restaurant in Orland Park and also in Frankfort. Mr. Wu indicated he has been seeking a location for a fine dining and sushi bar restaurant and customers from his other locations recommended the La Grange area.

Commissioner Kuchler asked why he changed the name for the La Grange location and if current restaurants had a bearing on his decision making. Mr. Wu indicated that he wanted a more unique and family name. Initially, he had some concerns with on-site parking, however he is convinced that the close proximity of the parking structure and foot traffic will encourage customers.

Commissioner Kuchler inquired how often Mr. Wu would be present at the La Grange location. Mr. Wu noted that he has an experienced manager who has worked for his other locations and he would be spending time in La Grange as well. Mr. Wu noted that all managers have received alcohol awareness training.

Commissioner Asperger inquired when the restaurant was expected to open and Mr. Wu responded that he anticipated by the end of the month.

It was moved by Commissioner Langan and seconded by Commissioner Kuchler that the Liquor Commission make a recommendation: (a) that the Village Board of Trustees create a new Class A-2 liquor license and (b) that the Liquor Commissioner issue that license to Woow Sushi La Grange, LLC d/b/a Woow Sushi Japanese Restaurant to be located at 33 S. La Grange Road.

Commissioner Asperger stated that the recommendation would be made to the Village Board at their next regularly scheduled meeting on April 23, 2012.

4. Liquor License Request / Liquor License Applicant

Furaha LLC d/b/a Vino e Birra

Commissioner Asperger noted that Jennifer Kintzle is purchasing the existing Vino e Birra located at 18 W. Burlington Avenue. Ms. Kintzle is applying for a Class C-2 Wine Boutique License the same license which had been issued to the previous owners.

Explaining that there is no set number of liquor licenses but rather that licenses are considered on an individual basis, Commissioner Asperger informed Ms. Kintzle that the

4-A.4

Village is a family oriented community and random compliance checks are conducted to maintain responsible sales and service of liquor. Commissioner Asperger requested Ms. Kintzle to provide her background and experience.

Ms. Kintzle noted that she will be relocating from Iowa and that she has an accounting and marketing background and interest in wine. Ms. Kintzle added that when she saw the Vino e Birra for sale on line she was interested and feels it will be a successful venue.

Commissioner Langan asked Ms. Kintzle to describe what a typical weekend will be like at Vino e Birra. Ms. Kintzle noted that she plans to continue the Saturday wine and beer tastings and expects to maintain the business according to the current terms of the license and in compliance with all provisions.

Ms Peterson noted that she had previously met with the applicant to explain the specific provisions of the license, including that beer cannot be sold by the glass, and that the license does not allow a “wine bar.”

Attorney Burkland reviewed the liquor code regulations for this category of license. He noted that the current owner has been operating in violation of several regulations and the Village has been in the process of considering compliance proceedings against the current liquor license. He stated that the new licensee must expect that the Village will monitor the operation of the store, including its Facebook page and other media, to be sure that the violations have stopped. Ms Kintzle indicated that she understood these things when she applied for the license and that she intended to discontinue all activities that are in violation of the regulations. Ms Kintzle further noted that she would be revising and updating electronic and other advertising for the business.

Attorney Burkland inquired how tastings would be provided. Ms. Kintzle responded that tastings would be handled by the distributors and her store manager Robert Jungwirth would monitor the register. The amount served at the tastings would not exceed the license limits. Further, Attorney Burkland noted that only accessories related specifically to wine can be sold. Ms. Kintzle indicated that she understands that limitation.

It was moved by Commissioner Langan and seconded by Commissioner Kuchler that the Liquor Commission make a recommendation: (a) that the Village Board of Trustees create a new Class C-2 liquor license and (b) that the Liquor Commissioner issue that license to Furaha LLC d/b/a Vino e Birra located at 18 W. Burlington Avenue.

Commissioner Asperger stated that the recommendation would be made to the Village Board at their next regularly scheduled meeting on April 23, 2012.

4-A.5

5. Other Business

The Commissioners agreed to convene on April 23, 2012 prior to the regular Village Board meeting to discuss various liquor related matters.

6. Adjournment

It was moved by Commissioner Langan and seconded by Commissioner Kuchler that the meeting of the Liquor Commission be adjourned. The motion carried on a voice vote and the meeting was adjourned at 7:20 p.m.

Submitted by:
Andrianna Peterson
Assistant Village Manager

Date Approved:

4-A.6

LIQUOR LICENSE HOLDERS - 2012-13

NEW CLASS (#O-09-22) Approved 08/10/09 Amended (#O-11-05) Approved 02/28/11

Class A-1 (\$500) Restaurant License serving beer and wine only, providing that more than 60% of the revenue is from the sale of food; allows consumption of bring-your-own.

Antonino's	701 West Hillgrove Avenue
Back Alley Burger	13 S. La Grange Road
Fireside Wood Fired Pizza	18 W. Harris Avenue
Grapevine	9 West Hillgrove Avenue
Lucca's Pizzeria	108 West Burlington Avenue
Noodles & Company	1 East Burlington Avenue
Q Barbeque	70 S. La Grange Road
Sushi House	120 B West Calendar
Wild Monk	88 S. La Grange Road
Yau's Place	110 W. Burlington

Class A-2 (\$2,000) Restaurant License selling a full-line of alcoholic beverages and includes a lounge or bar area, providing that more than 60% of the revenue is from the sale of food; allows consumption of bring-your-own.

Al's Char House	32 South La Grange Road
Aurelio's Pizza	11 W. Calendar Avenue
Bacino's	36 South La Grange Road
Casa Margarita	32 South La Grange Road
Chequers	100 West Burlington Avenue
Francesca's	75 South La Grange Road
Magic Wok	23 West Harris Avenue
Marconi's	15 Calendar Avenue
Nicksons	30 S. La Grange Road
Palmer Place	56 South La Grange Road
Santiago's Mexican Cocina	22 W. Calendar Avenue
Thipi Thai	25 West Calendar Avenue

Class A-3 (\$1,250) Restaurant License selling a full-line of alcoholic beverages but includes only a service bar, providing that more than 60% of the revenue is from the sale of food; allows consumption of bring-your-own.

Chipotle Mexican Grill, Inc.	40 N. North La Grange Road
El Picante Mexican Grill, Inc.	50A South La Grange Road
Kama	8 W. Burlington Avenue
Prasino	93 South La Grange Road

Class B (\$500) General retail sales of beer and wine incidental to other sales.

DeVries Super Market	806 Arlington
Grapevine	9 West Hillgrove Avenue
7-Eleven	6 East 47th Street
Trader Joe's	25 N. La Grange Road
Walgreens	2 N. La Grange Road

4-A.7

<u>Class C-1</u> (\$1,000)	<u>Food boutique allows sales of wine in its original package & sales of wine by the glass; providing that more than 50% of the revenue is from the sale of goods other than liquor.</u> None
<u>Class C-2</u> (\$1,000)	<u>Wine boutique allows sales of wine and beer in its original package & sales of wine by the glass.</u> Vino e Birra, Inc. 18 W. Burlington Avenue
<u>Class C-3</u> (\$500)	<u>Retail cabaret for a retail store that also has a cabaret limited to four events per month; providing that more than 50% of the revenue is from the sale of goods other than liquor.</u> None
<u>Class C-4</u> (\$500)	<u>Movie theater allows sales and service of alcoholic beverages at public or private events; providing that more than 50% of the revenue is from the sale of goods other than liquor.</u> None
<u>Class D-1</u> (\$150)	<u>Tasting license grocery store (must hold a Class B general retail sales).</u> Trader Joe's 25 N. La Grange Road
<u>Class D-2</u> (\$150)	<u>Tasting license retail store (must hold a Class B general retail sales).</u> None
<u>Class D-3</u> (\$150)	<u>Tasting and Wine Club Event (must hold a Class A-1, A-2, or A-3 Restaurant)</u> Bacino's 36 South La Grange Road
<u>Class E</u> (no fee)	<u>Business single event authorizes service (not sale) of alcoholic beverages by a retail, service, or other business establishment (that does not regularly sell alcoholic beverages) at a single special event such as a grand opening or special promotion. Limits of 4 to a business in any 12-month period. The availability of alcoholic beverages at such an event may not be advertised.</u> Consign & Design 35 S. La Grange Road (09/22/11 #1) Frill Accessory Boutique 6 S. La Grange Road (11/30/11 #1) Simple Treasure 15 ½ S. La Grange Road (11/30/11 #1) Monday's Child 26 S. La Grange Road (11/30/11 #1) Cella Creations 77 S. La Grange Road (11/30/11 #1) Cella Creations 77 S. La Grange Road (12/03/11 #2)
<u>Class F-1</u> (\$500)	<u>Fraternal club allows sales and service of alcoholic beverages and bring-your-own beer and wine.</u> American Legion 900 South La Grange Road
<u>Class F-2</u> (\$100)	<u>Private membership organization authorizes only service of alcoholic beverages and bring-your-own beer and wine at private events; limited to 4 private events in a calendar year, excluding bring-your-own events.</u> La Grange Field Club 1314 W. 47 th Street

4-A.8

- Class G-1 (\$500) General caterer license authorizes the service of alcohol as a part of a catering business that maintains a business facility within the Village providing that more than 60% of the revenue is from the sale of food.
La Belle Gourmet, Ltd. 14 - 16 West Calendar Avenue
Palmer Place 56 South La Grange Road
Q Barbeque 70 South La Grange Road
- Class G-2 (no fee) Temporary caterer license applies to restaurants and stores that maintain their principal business facility in the Village; providing that more than 60% of the revenue is from the sale of food; no more than one G-2 may be issued to a business annually.
None
- Class H (\$250) Bring your own beer and wine restaurants (without Class A License).
None
- Class H (\$100) Bring your own beer and wine other (in meal preparation services stores; in crafts-making stores; in retail stores having a private event or a structured instruction class).
Ceramic Art Café 26 S. La Grange Road

4-A.9

VILLAGE OF LA GRANGE
Administrative Offices
BOARD REPORT

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

FROM: Robert J. Pilipiszyn, Village Manager
Andrianna Peterson, Assistant Village Manager

DATE: April 23, 2012

RE: **ORDINANCE - CREATING AN ADDITIONAL CLASS C-2 LIQUOR LICENSE
FURAHA LLC d/b/a VINO E BIRRA, 18 W BURLINGTON AVENUE**

The Village received an application for a Class C-2 Wine Boutique license from Furaha LLC d/b/a Vino e Birra, at 18 W. Burlington Avenue. The application arises from a change of ownership. A Class C-2 License authorizes a wine boutique to sell wine and beer in its original packaging for consumption off the licensed premises. It also allows the sale and service of wine by the glass and tastings of wines and beers subject to conditions provided in the liquor code.

Those conditions include a limit on the number of customers who may be drinking at the same time, being the number of then-available chairs on which customers may be seated. The number of chairs is limited to 16. No more than two glasses of wine may be served to any customer within the licensed premises on any one day. The C-2 License does not authorize sale of beer by the glass.

The licensee must secure, maintain, and provide evidence to the Village that it has insurance coverage. A background check and proof of sellers and servers training is also required. In addition, the licensed premises for a Class C-2 License cannot exceed 3,000 square feet.

On Monday, April 9, 2012, the Liquor Commission met to review the application submitted by Furaha LLC d/b/a Vino e Birra. Prior to that meeting, the Village had conducted a background investigation which did not produce any information which would preclude the issuance of a liquor license. It was the recommendation of the Liquor Commission that (a) the Village Board of Trustees create a new Class C-2 Liquor License and (b) that the Liquor Commissioner issue that license to Furaha LLC d/b/a Vino e Birra, located at 18 W. Burlington Avenue contingent upon receipt of an acceptable insurance certificate. (A copy of the minutes from that meeting is attached for your reference. Also attached for your information is a list of current liquor license holders and classifications).

Attached for your consideration is a proposed ordinance creating an additional Class C-2 liquor license. If approved, the previous license for Vino e Birra will automatically be rescinded. If the ordinance is approved, the Liquor Commissioner intends to issue the Class C-2 License to Furaha LLC d/b/a Vino e Birra.

We recommend that the proposed ordinance be approved.

4-B

VILLAGE OF LA GRANGE

ORDINANCE NO. O-12- ____

AN ORDINANCE CREATING AN ADDITIONAL CLASS C-2 WINE BOUTIQUE LIQUOR LICENSE

WHEREAS, Chapter 111 of the La Grange Code of Ordinances provides for a category of liquor license known as a Class C-2 Wine Boutique License; and

WHEREAS, a Class C-2 Wine Boutique License authorizes a wine boutique to sell wine and beer in its original packaging for consumption off the licensed premises, and to offer customers the limited tastings of bottled wines and beers subject to certain conditions as provided in the liquor code of ordinances; and

WHEREAS, the Village received an application for a Class C-2 license from Furaha LLC d/b/a Vino e Birra, for the wine shop located at 18 W. Burlington Avenue; and

WHEREAS, the La Grange Liquor Commission has recommended creation of a new Class C-2 license, and the La Grange Liquor Commissioner has indicated her intention to grant a Class C-2 license for Furaha LLC d/b/a Vino e Birra wine boutique if the Board of Trustees creates that license; and

WHEREAS, the President and the Board of Trustees have determined that it is in the best interests of the Village that a new Class C-2 license be created for Furaha LLC d/b/a Vino e Birra wine boutique;

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

Section 1. – Recitals. The foregoing recitals are incorporated into this Ordinance as findings of the President and Board of Trustees.

Section 2. – Creation of a New Class C-2 Liquor License. The President and Board of Trustees, pursuant to their authority under State law and Section 111.16 of the La Grange Code of Ordinances, hereby increase the number of Class C-2 Liquor Licenses by one additional license. That new license will be added to the record of issued and/or current licenses which is kept in the office of the Village Clerk.

Section 3. – Effective Date. This Ordinance will be in full and force and effect from and after its passage and approval. This Ordinance shall be published in pamphlet form in the manner provided by law.

PASSED this ____ day of April 2012.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ of April 2012.

Elizabeth M. Asperger, Village President

ATTEST: _____
Thomas Morsch, Village Clerk

4-B.1

LA GRANGE LIQUOR COMMISSION
SPECIAL MEETING

53 South La Grange Road
First Floor Conference Room
La Grange, IL 60525

Monday, April 9, 2012 – 6:30 p.m.

MINUTES

1. Call to Order and Roll Call

A meeting of the La Grange Liquor Commission was convened at 6:34 p.m. by Liquor Commissioner Elizabeth Asperger. Present and constituting a quorum were:

Present: Liquor Commissioner Elizabeth Asperger, Commissioner Mark Kuchler and Commissioner Mark Langan

Absent: None

Also Present: Assistant Village Manager Andrianna Peterson
Village Attorney Mark Burkland
First Applicant Chang J. Wu
Second Applicant Jennifer Kintzle

2. Approval of the Minutes from the Liquor Commission meeting on March 12, 2012.

It was moved by Commissioner Langan and seconded by Commissioner Kuchler to approve the minutes of March 12, 2012, as submitted. The motion carried on a voice vote.

3. Liquor License Request / Liquor License Applicant

Woow Sushi La Grange LLC d/b/a Woow Sushi Japanese Restaurant

Commissioner Asperger indicated that Chang Wu was present as part owner of Woow Sushi La Grange LLC d/b/a Woow Sushi Japanese Restaurant to be located at 33 S. La Grange Road.

Commissioner Asperger informed the applicant that liquor control is taken very seriously and it is a privilege to sell and serve liquor in the Village. Commissioner Asperger explained that the Village is a family oriented community and a Class A-2 liquor license requires that more than 60% of the gross annual revenue of the dining establishment must result from the sale of food. Adding that there is no set number of liquor licenses but

4-B.2

rather that licenses are considered on an individual basis, Commissioner Asperger asked Mr. Wu to explain his plans for his restaurant in La Grange.

Staff reports that all of the elements of the applicant's application are in order and that there are no known issues with the application.

Mr. Wu noted that he started with a restaurant in Tinley Park and then proceeded to open the Big Tuna restaurant in Orland Park and also in Frankfort. Mr. Wu indicated he has been seeking a location for a fine dining and sushi bar restaurant and customers from his other locations recommended the La Grange area.

Commissioner Kuchler asked why he changed the name for the La Grange location and if current restaurants had a bearing on his decision making. Mr. Wu indicated that he wanted a more unique and family name. Initially, he had some concerns with on-site parking, however he is convinced that the close proximity of the parking structure and foot traffic will encourage customers.

Commissioner Kuchler inquired how often Mr. Wu would be present at the La Grange location. Mr. Wu noted that he has an experienced manager who has worked for his other locations and he would be spending time in La Grange as well. Mr. Wu noted that all managers have received alcohol awareness training.

Commissioner Asperger inquired when the restaurant was expected to open and Mr. Wu responded that he anticipated by the end of the month.

It was moved by Commissioner Langan and seconded by Commissioner Kuchler that the Liquor Commission make a recommendation: (a) that the Village Board of Trustees create a new Class A-2 liquor license and (b) that the Liquor Commissioner issue that license to Woow Sushi La Grange, LLC d/b/a Woow Sushi Japanese Restaurant to be located at 33 S. La Grange Road.

Commissioner Asperger stated that the recommendation would be made to the Village Board at their next regularly scheduled meeting on April 23, 2012.

4. Liquor License Request / Liquor License Applicant

Furaha LLC d/b/a Vino e Birra

Commissioner Asperger noted that Jennifer Kintzle is purchasing the existing Vino e Birra located at 18 W. Burlington Avenue. Ms. Kintzle is applying for a Class C-2 Wine Boutique License the same license which had been issued to the previous owners.

Explaining that there is no set number of liquor licenses but rather that licenses are considered on an individual basis, Commissioner Asperger informed Ms. Kintzle that the

4-13.3

Village is a family oriented community and random compliance checks are conducted to maintain responsible sales and service of liquor. Commissioner Asperger requested Ms. Kintzle to provide her background and experience.

Ms. Kintzle noted that she will be relocating from Iowa and that she has an accounting and marketing background and interest in wine. Ms. Kintzle added that when she saw the Vino e Birra for sale on line she was interested and feels it will be a successful venue.

Commissioner Langan asked Ms. Kintzle to describe what a typical weekend will be like at Vino e Birra. Ms. Kintzle noted that she plans to continue the Saturday wine and beer tastings and expects to maintain the business according to the current terms of the license and in compliance with all provisions.

Ms Peterson noted that she had previously met with the applicant to explain the specific provisions of the license, including that beer cannot be sold by the glass, and that the license does not allow a “wine bar.”

Attorney Burkland reviewed the liquor code regulations for this category of license. He noted that the current owner has been operating in violation of several regulations and the Village has been in the process of considering compliance proceedings against the current liquor license. He stated that the new licensee must expect that the Village will monitor the operation of the store, including its Facebook page and other media, to be sure that the violations have stopped. Ms Kintzle indicated that she understood these things when she applied for the license and that she intended to discontinue all activities that are in violation of the regulations. Ms Kintzle further noted that she would be revising and updating electronic and other advertising for the business.

Attorney Burkland inquired how tastings would be provided. Ms. Kintzle responded that tastings would be handled by the distributors and her store manager Robert Jungwirth would monitor the register. The amount served at the tastings would not exceed the license limits. Further, Attorney Burkland noted that only accessories related specifically to wine can be sold. Ms. Kintzle indicated that she understands that limitation.

It was moved by Commissioner Langan and seconded by Commissioner Kuchler that the Liquor Commission make a recommendation: (a) that the Village Board of Trustees create a new Class C-2 liquor license and (b) that the Liquor Commissioner issue that license to Furaha LLC d/b/a Vino e Birra located at 18 W. Burlington Avenue.

Commissioner Asperger stated that the recommendation would be made to the Village Board at their next regularly scheduled meeting on April 23, 2012.

4-B.4

5. Other Business

The Commissioners agreed to convene on April 23, 2012 prior to the regular Village Board meeting to discuss various liquor related matters.

6. Adjournment

It was moved by Commissioner Langan and seconded by Commissioner Kuchler that the meeting of the Liquor Commission be adjourned. The motion carried on a voice vote and the meeting was adjourned at 7:20 p.m.

Submitted by:
Andrianna Peterson
Assistant Village Manager

Date Approved:

4-13-12

LIQUOR LICENSE HOLDERS - 2012-13

NEW CLASS (#O-09-22) Approved 08/10/09 Amended (#O-11-05) Approved 02/28/11

Class A-1 (\$500) Restaurant License serving beer and wine only, providing that more than 60% of the revenue is from the sale of food; allows consumption of bring-your-own.

Antonino's	701 West Hillgrove Avenue
Back Alley Burger	13 S. La Grange Road
Fireside Wood Fired Pizza	18 W. Harris Avenue
Grapevine	9 West Hillgrove Avenue
Lucca's Pizzeria	108 West Burlington Avenue
Noodles & Company	1 East Burlington Avenue
Q Barbeque	70 S. La Grange Road
Sushi House	120 B West Calendar
Wild Monk	88 S. La Grange Road
Yau's Place	110 W. Burlington

Class A-2 (\$2,000) Restaurant License selling a full-line of alcoholic beverages and includes a lounge or bar area, providing that more than 60% of the revenue is from the sale of food; allows consumption of bring-your-own.

Al's Char House	32 South La Grange Road
Aurelio's Pizza	11 W. Calendar Avenue
Bacino's	36 South La Grange Road
Casa Margarita	32 South La Grange Road
Chequers	100 West Burlington Avenue
Francesca's	75 South La Grange Road
Magic Wok	23 West Harris Avenue
Marconi's	15 Calendar Avenue
Nicksons	30 S. La Grange Road
Palmer Place	56 South La Grange Road
Santiago's Mexican Cocina	22 W. Calendar Avenue
Thipi Thai	25 West Calendar Avenue

Class A-3 (\$1,250) Restaurant License selling a full-line of alcoholic beverages but includes only a service bar, providing that more than 60% of the revenue is from the sale of food; allows consumption of bring-your-own.

Chipotle Mexican Grill, Inc.	40 N. North La Grange Road
El Picante Mexican Grill, Inc.	50A South La Grange Road
Kama	8 W. Burlington Avenue
Prasino	93 South La Grange Road

Class B (\$500) General retail sales of beer and wine incidental to other sales.

DeVries Super Market	806 Arlington
Grapevine	9 West Hillgrove Avenue
7-Eleven	6 East 47th Street
Trader Joe's	25 N. La Grange Road
Walgreens	2 N. La Grange Road

4-B.6

<u>Class C-1</u> (\$1,000)	<u>Food boutique allows sales of wine in its original package & sales of wine by the glass; providing that more than 50% of the revenue is from the sale of goods other than liquor.</u> None
<u>Class C-2</u> (\$1,000)	<u>Wine boutique allows sales of wine and beer in its original package & sales of wine by the glass.</u> Vino e Birra, Inc. 18 W. Burlington Avenue
<u>Class C-3</u> (\$500)	<u>Retail cabaret for a retail store that also has a cabaret limited to four events per month; providing that more than 50% of the revenue is from the sale of goods other than liquor.</u> None
<u>Class C-4</u> (\$500)	<u>Movie theater allows sales and service of alcoholic beverages at public or private events; providing that more than 50% of the revenue is from the sale of goods other than liquor.</u> None
<u>Class D-1</u> (\$150)	<u>Tasting license grocery store (must hold a Class B general retail sales).</u> Trader Joe's 25 N. La Grange Road
<u>Class D-2</u> (\$150)	<u>Tasting license retail store (must hold a Class B general retail sales).</u> None
<u>Class D-3</u> (\$150)	<u>Tasting and Wine Club Event (must hold a Class A-1, A-2, or A-3 Restaurant)</u> Bacino's 36 South La Grange Road
<u>Class E</u> (no fee)	<u>Business single event authorizes service (not sale) of alcoholic beverages by a retail, service, or other business establishment (that does not regularly sell alcoholic beverages) at a single special event such as a grand opening or special promotion. Limits of 4 to a business in any 12-month period. The availability of alcoholic beverages at such an event may not be advertised.</u> Consign & Design 35 S. La Grange Road (09/22/11 #1) Frill Accessory Boutique 6 S. La Grange Road (11/30/11 #1) Simple Treasure 15 ½ S. La Grange Road (11/30/11 #1) Monday's Child 26 S. La Grange Road (11/30/11 #1) Cella Creations 77 S. La Grange Road (11/30/11 #1) Cella Creations 77 S. La Grange Road (12/03/11 #2)
<u>Class F-1</u> (\$500)	<u>Fraternal club allows sales and service of alcoholic beverages and bring-your-own beer and wine.</u> American Legion 900 South La Grange Road
<u>Class F-2</u> (\$100)	<u>Private membership organization authorizes only service of alcoholic beverages and bring-your-own beer and wine at private events; limited to 4 private events in a calendar year, excluding bring-your-own events.</u> La Grange Field Club 1314 W. 47 th Street

4-B.7

Class G-1 (\$500) General caterer license authorizes the service of alcohol as a part of a catering business that maintains a business facility within the Village providing that more than 60% of the revenue is from the sale of food.

La Belle Gourmet, Ltd. 14 - 16 West Calendar Avenue
Palmer Place 56 South La Grange Road
Q Barbeque 70 South La Grange Road

Class G-2 (no fee) Temporary caterer license applies to restaurants and stores that maintain their principal business facility in the Village; providing that more than 60% of the revenue is from the sale of food; no more than one G-2 may be issued to a business annually.

None

Class H (\$250) Bring your own beer and wine restaurants (without Class A License).

None

Class H (\$100) Bring your own beer and wine other (in meal preparation services stores; in crafts-making stores; in retail stores having a private event or a structured instruction class).

Ceramic Art Café 26 S. La Grange Road

4-B.8

MINUTES
VILLAGE OF LA GRANGE
SPECIAL MEETING OF THE
VILLAGE BOARD OF TRUSTEES

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

Monday, April 2, 2012 - 7:30 p.m.

1. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE

The Board of Trustees of the Village of La Grange special meeting was called to order at 7:33 p.m. by President Asperger. On roll call, as read by Village Clerk Thomas Morsch, the following were present:

PRESENT: Trustees Holder, Horvath, Kuchler, Langan, Nowak and Palermo

ABSENT: None

OTHERS: Village Manager Robert Pilipiszyn
Finance Director Lou Cipparrone
Public Works Director Ryan Gillingham
Assistant Public Works Director Mike Bojovic

President Asperger requested the Board and audience to stand for the Pledge of Allegiance.

2. WATER FUND — Continued discussion concerning the Water Meter Replacement Program, Improvements to the Village's Water Pumping Station, and Water Rates

President Asperger gave an overview of a previous workshop whereby the Village Board noted their consensus for the proposed water pumping station improvements and to continue discussion regarding financing options for the Water Meter Replacement Program. She requested Finance Director Lou Cipparrone to summarize additional funding options available for the Water Meter Replacement Program.

Mr. Cipparrone explained that the Village's water rates need to be adjusted to pass through a series of water rate increases from the City of Chicago and to reflect the funding decisions related to these capital improvements. Mr. Cipparrone presented to the Village Board additional information and further analysis of funding options for the water meter replacement program and pumping station improvements.

Mr. Cipparrone noted that staff is recommending the following funding options for the water meter replacement program:

1. Pay-as-you-go financing is not recommended due to the delay in addressing the water meter accountability issue and operations efficiencies, and no funding provided for future main replacement during the duration of the project.
2. As sufficient funds are not available to pay for the cost of the projects and interest rates are at historical lows, a 20-year G.O. alternate revenue bond, with a 10-year call provision is recommended to fund the water fund projects.

By issuing bonds, the Village is able to: 1) complete these projects within the next fiscal year while amortizing the expenditures over the useful life (20 plus years) of the improvements; 2) address the water accountability issue in a timely fashion; 3) utilize the new meter technology which eliminates reading meters manually; and 4) bill residents for actual water usage in an equitable manner.

Also by issuing bonds, the cost of the improvements is allocated to residents who receive the benefit over the useful life of the new meters. In addition, current financial conditions are such that the Village will benefit by financing these projects with municipal bonds while interest rates are at historical lows.

3. Staff also recommends an escrow account be established to accumulate revenue from the "water loss" recaptured by the water meter replacement program in order to retire the bonds at the earlier possible opportunity.

Mr. Cipparrone introduced Mr. Phil McKenna of Kane McKenna & Associates, the Village's financial consultant. Mr. McKenna gave an overview of the Village's bond rating, stating that the Village's Aa3 bond rating is very good with only a few municipalities achieving a higher bond rating. In response to questions from the Village Board, Mr. McKenna explained the differences and similarities of various financing options (e.g., Alternate Revenue Bonds, a back door referendum and G.O. Bonds.) Mr. McKenna also stated that he concurs with staff recommendations of funding options for the water meter replacement program.

The Board initiated numerous questions related to the funding options for the water meter replacement program. Mr. Cipparrone and Mr. McKenna responded to their inquiries.

President Asperger requested Trustee thoughts on the funding of the water meter replacement program.

Trustee Langan stated that even though raising fees is a difficult decision to make, the Village has exhausted its problem solving initiatives. He stated that the Village should move forward with the water meter replacement program because existing meters continue to age. To not support this proposal would be to push off necessary infrastructure improvements. The escrow account option is a good solution to addressing

4-c.1

Trustee Horvath's comment in utilizing savings gained to pay off the bond early. If it were not for the City of Chicago rate increases, this would probably be a different conversation.

Trustee Holder expressed his support for the replacement of the water meters as soon as possible to stop the loss of water meter revenues; the meters need to be replaced; and the historically low interest rates offered for the issuance of bonds presents a tremendous funding opportunity for the Village. The proposal as structured will also aid in replenishing reserves, and fund continued water main replacement and water system operations.

Trustee Nowak was also in favor of the bond issuance recommendation. He felt that the inequality to residents with old meters v. properly functioning meters was an important factor. He was concerned with taking a piece meal approach to replacing water meters. While reluctant to increase water rates, this is an important water system infrastructure improvement.

Trustee Kuchler stated that there was no proof to support the claim of inequality between residents and that he is not in favor of a tax increase to residents. He felt that other measures could be taken by adjusting salary allocations to the General Fund to alleviate the need to raise taxes and still replace water meters as necessary. He also objected to the shift in policy from pay-as-you-go to financing. The real problem is cost increases and salary allocations to the fund.

Trustee Horvath also was not in favor of raising taxes and that the project should be financed on anticipated revenues from increased water accountability. He also said that the Village needs to look at salary allocations. He also did not agree with the equity issue. He could support a bond issue if it did not require an increase in water rates. He also suggested going to referendum.

Trustee Palermo expressed his thoughts that the Village should consider identifying which residents are the lowest users of water and target the need to replace water meters as necessary. Move forward with an annual pay-as-you-go method and only replace the most unreliable meters. He also suggested that perhaps residents should have an opportunity to vote on the bond issue.

At this point in the meeting, President Asperger noted that the Village Trustees are split evenly regarding the recommended funding option for the water meter replacement program. President Asperger indicated that the difficult part of the proposal is the City of Chicago's water rate increase. The total cost of the proposed water rate increase is \$100 per year to the average household in La Grange. Two-thirds of this total is related to the City of Chicago. The remaining \$33 per year cost to residents is what is being discussed.

President Asperger proceeded to remind the Village Board of core values and strategic priorities related to this discussion — enhance and preserve the quality of life in La Grange; maintain a strong financial position; and investment in the Village's

4-C.2

infrastructure. The project and its corresponding funding proposal support these goals. She also commented about the need to improve water accountability and that the underlying in-equity is a significant issue. President Asperger stated this bond financing has been used before to fund infrastructure projects, citing the residential streetlight project as an example. Finally, the current challenges of the economy have created an opportunity to fund the project now, because the cost of borrowing will be greater in the future. For all of these reasons, President Asperger indicated her support for the project and its funding recommendation.

President Asperger stated that the action items associated with the project and its funding will be on the April 23 Village Board meeting agenda. President Asperger also asked Mr. McKenna to push to the bond markets, the opportunity for anticipated new revenues to the Village from the installation of the new water meters.

3. ADJOURNMENT

At 9:05 p.m. it was moved by Trustee Holder to adjourn, seconded by Trustee Langan. Motion approved by voice vote.

Elizabeth M. Asperger, Village President

ATTEST:

Thomas Morsch, Village Clerk

Approved Date:

4-C.3

MINUTES

VILLAGE OF LA GRANGE

PUBLIC HEARING AND BOARD OF TRUSTEES REGULAR MEETING

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

Monday, April 9, 2012 - 7:30 p.m.

1. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE

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

PRESENT: Trustees Holder, Horvath, Kuchler, Langan, Nowak, and Palermo with President Asperger presiding.

ABSENT: None

OTHERS: Village Manager Robert Pilipiszyn
Assistant Village Manager Andrianna Peterson
Village Attorney Mark Burkland
Community Development Director Patrick Benjamin
Assistant Community Development Dir. / Planner Angela Mesaros
Finance Director Lou Cipparrone
Public Works Director Ryan Gillingham
Police Sergeant Andy Peters
Fire Chief Bill Bryzgalski

President Asperger explained that there would be a public hearing prior to the regular Village Board meeting this evening.

2. PUBLIC HEARING – FY 2012-13 Operating and Capital Improvements Budget: Referred to President Asperger

President Asperger indicated that notice of this Public Hearing had been posted and published according to State Statute and that the budget document has been available for inspection at the Village Hall and the La Grange Public Library as well as posted on the Village website. President Asperger noted the public hearing represents the conclusion of the process by which public input has been solicited throughout the development of the budget document and asked if anyone in the audience had any oral or written comments or questions on the FY 2012-13

Operating and Capital Improvements Budget. There being none, President Asperger inquired of Village Manager Robert Pilipiszyn if any written comments had been received and was informed none.

At 7:35 p.m. with no additional oral or written comments Trustee Langan motioned to close the public hearing, seconded by Trustee Nowak and approved by voice vote. The regular Village Board meeting was convened, with the same Village Officials as the Public Hearing being in attendance.

3. PRESIDENT'S REPORT

A. Proclamation – Arbor Day in La Grange, Friday, April 27, 2012

President Asperger stated that the Village of La Grange has been named a Tree City USA by the National Arbor Day Foundation for the 29th consecutive year and proclaimed April 27, 2012 as Arbor Day. President Asperger invited the public to celebrate Arbor Day with the planting of a tree at St. John's Lutheran School.

President Asperger noted that a Liquor Commission meeting was held earlier this evening to consider an application presented by Woow Sushi Japanese Restaurant and a new owner for Vino e Birra. The Liquor Commission's unanimous recommendation will be presented to the Board for approval at the April 23, 2012 meeting.

President Asperger recognized members of Girl Scout Junior Troop #58-288 from La Grange Highlands Elementary School who are working to achieve their legacy badge which includes local government.

Recognizing Finance Director Lou Cipparrone and Assistant Finance Director Joe Munizza on their performance in preparing the Village's financial statements, President Asperger announced that the Village has received the Governmental Finance Officers Association (GFOA) "Certificate of Achievement for Excellence in Financial Reporting" for the Village's fiscal year ending April 30, 2011. This marks the sixteenth consecutive year that the Village has received this recognition.

Congratulations were extended to Assistant Public Works Director Mike Bojovic on receiving the West Suburban Chamber of Commerce and Industry 2012 Community Award for Public Service.

Lastly, President Asperger provided information for residents interested in becoming members of the Citizens Council.

4. PUBLIC COMMENTS REGARDING AGENDA ITEMS

4-D.1

Jim Bergschneider, 920 S. Spring Avenue expressed his support for the ordinance to amend the parking restrictions on the 900 Block of S. Spring Avenue, however does not feel that staff has been consistent with the process by which the request was evaluated.

Harlan Hirt, 421 S. Spring Avenue as a member of the Environmental Quality Control Commission (EQCC) expressed his support of the solid waste contract and continuance of the volume based program. Mr. Hirt noted that when the EQCC previously researched this matter they were advised that the volume based program was obsolete.

Mark Wohlberg, 39 S. Waiola urged the Board to adopt the volume based solid waste contract and expressed his thanks to Assistant Village Manager Andrianna Peterson for constant communication on this item.

Rose Naseef, 911 S. Stone Avenue also expressed her support of the volume based solid waste contract, however encouraged additional and alternative methods of recycling. Ms. Naseef noted the need for recycling during special events.

5. OMNIBUS AGENDA AND VOTE

Trustee Kuchler requested item 5-D be removed from the Omnibus Agenda and placed under Current Business for further discussion.

- A. Ordinance (#O-12-08) – Creating an Additional Class A-1 Liquor License, GSG Eatery's Corp. d/b/a Fireside Wood Fired Pizza & Café, 18 W. Harris Avenue
- B. Ordinance (#O-12-09) – Amendment to Parking Restrictions / 900 Block of S. Spring Avenue
- C. Budget Amendments (#R-12-02) – Fiscal Year Ending April 30, 2012
- D. (Moved to Current Business for further discussion.)
- E. Material Purchase – Public Works / 2012 Spring Tree Planting Program & Resolution (#R-12-03) – Public Works / Suburban Tree Consortium
- F. Ordinance (#O-12-10) – Disposal of Surplus Property
- G. Consolidated Voucher 120326 (\$463,907.88)
- H. Consolidated Voucher 120409 (\$543,392.58)
- I. Minutes of the Village of La Grange Board of Trustees Special Meeting, Saturday, March 10, 2012 – Budget Workshop

4-D.2

J. Minutes of the Village of La Grange Board of Trustees Regular Meeting,
Monday, March 12, 2012

It was moved by Trustee Langan to approve items A, B, C, E, F, G, H, and I of the Omnibus Agenda, seconded by Trustee Nowak.

Approved by roll call vote.

Ayes: Trustees Holder, Horvath, Kuchler, Langan, Nowak and Palermo
Nays: None
Absent: None

6. CURRENT BUSINESS

5-D. Contract – Group Health and Life Insurance Renewal (Removed from Omnibus for further discussion.)

Trustee Kuchler gave a synopsis of the Village's history in providing health insurance coverage as a benefit to full-time employees. Explaining the diligent and effective managing of health insurance expenses and the various plans offered, Trustee Kuchler reported that for the renewal period beginning May 1, 2012 the Village through its broker was able to negotiate a rate freeze with Blue Cross and Blue Shield of Illinois. Trustee Kuchler also provided information on the Village's group life insurance which because of continued good claims history has negotiated a two-year agreement with Fort Dearborn Life with a 24% decrease in premiums.

It was moved by Trustee Kuchler to approve the contract with Blue Cross/Blue Shield for group health insurance and Fort Dearborn for group life insurance, effective May 2012, seconded by Trustee Langan.

Trustee Kuchler expressed his support of the contract, however explained his reason to remove the item from the Omnibus vote was to bring the item to the Board as a policy matter for future discussion. Trustee Kuchler feels that consideration should be given to a cafeteria plan to equalize the cost difference that the Village pays for single and family coverage.

Trustee Horvath concurs with Trustee Kuchler and feels that continued analysis and adjustments be made in the future.

Trustee Palermo also concurs and feels the Board should decide the plan design and that the Village should explore incentives to encourage employees to seek coverage from their spouse.

4-D.3

Approved by roll call vote.

Ayes: Trustees Holder, Horvath, Kuchler, Langan, Nowak and Palermo
Nays: None
Absent: None

A. Ordinance (#O-12-11 & #O-12-12) – Amending Certain Building Permit Fees: Referred to Trustee Nowak

Trustee Nowak provided detailed information on the various permit fees to ensure that charges are appropriate and reasonable in relation to the costs of services provided. Currently the building permit fee structure is based on a percentage of the cost amount of the job. Explaining that the minimum fees were last revised in 2008, Trustee Nowak indicated that staff researched other municipalities and the marketplace. To simplify the process, staff is recommending consideration of a cost system based on square footage of the construction project in order to more accurately and fairly account for the associated building permit fees.

Trustee Nowak elaborated on residential new construction; interior remodel and addition permits; minimum permit fees for electrical, mechanical and plumbing; commercial permits; and various other permit fees.

Village Attorney Burkland noted that it is necessary to first adopt an ordinance amending the Code adopting the new method by which building permit fees are calculated, and second adopt an ordinance amending the fee schedule for various building permits.

Trustee Nowak moved to approve the ordinance amending the Code regarding the method by which building permit fees are calculated, seconded by Trustee Langan.

Trustee Horvath agrees with the simplicity in the structure, however is not in favor of raising costs because of the marketplace. Trustee Horvath is not clear where these cost increases are coming from that need to be recovered.

Community Development Director Patrick Benjamin indicated that inspectional staff has researched the necessity of the new fee structure as compared to the marketplace. He also stated that the new fee method addresses current problems with under estimated valuations. The costs to be recovered is the level of service the Village provides with multiple inspections which current revenues do not cover due to undervalued permits. The new system would be simpler and more equitable.

4-0.4

Trustee Langan noted his conversations with architects and homeowners regarding this item and both are receptive. Trustee Langan added that base fees have not been revised since 1993.

Trustee Kuchler concurred with Trustee Horvath's comments and inquired about additional costs to residents. Mr. Benjamin does not believe any further adjustments would be needed.

Trustee Nowak inquired how the square foot fee was derived and Building Inspector Bob Klinker responded.

Trustee Horvath believes there is a necessity in knowing the details as to what is driving the cost to raise building permit fees. Mr. Benjamin advised that the Village did not perform an analysis to a level of detail beyond what is outlined in the board report.

Trustee Holder feels the current analysis is sufficient.

Approved by a 5 to 1 roll call vote.

Ayes: Trustees Holder, Kuchler, Langan, Nowak and Palermo
Nays: Trustee Horvath
Absent: None

Trustee Nowak moved to approve the ordinance amending the fee schedule for various building permits, seconded by Trustee Langan.

Approved by a 5 to 1 roll call vote.

Ayes: Trustees Holder, Kuchler, Langan, Nowak and Palermo
Nays: Trustee Horvath
Absent: None

B. Ordinance – Amendment to the Village's Municipal Utility Taxes: Referred to Trustee Nowak

Trustee Nowak explained that the Village's current five-year financial plan identifies the need for a 1% increase in the utility taxes. The utility tax includes electricity, natural gas and telecommunications. Trustee Nowak added that the 1% utility tax increase is critical for the Village to meet operating expenditures.

Trustee Nowak stated that the 1% increase in the local telecommunications tax was previously approved separately in order to have the enabling ordinance on file with the Illinois Department of Revenue pursuant to statutory requirements and deadlines.

4-D.5

It was moved by Trustee Langan to adopt the ordinance implementing a 1% increase on the remaining utility taxes for natural gas and electricity, effective July 1, 2012, seconded by Trustee Holder.

Trustee Palermo stated he would be voting no on this item as he believes that a referendum question should be placed on the upcoming November ballot regarding alternative electricity providers. Trustee Palermo feels alternative electricity providers offer substantial savings which could be used by residents to offset proposed revenue increases.

Trustee Nowak stated he would be voting no on this item as he is against a tax that does not support the rebuilding of infrastructure and it has been proposed in a year with other tax and fee increases.

Trustee Kuchler objected to how this tax increase was characterized as a user fee in the board report, when no direct services are being provided by the Village. He also noted his concerns with ever-increasing property tax levies. Trustee Kuchler continued with stating his objection to increased water rates to pay for the cost of purchasing new water meters. He believes that the salary allocations in the Water Fund should be revised and transferred back to the General Fund. He said that increasing taxes is not the best solution for addressing operating expenses, and that he would be voting against this item.

Trustee Horvath stated he would be voting no on this item as he concurs with Trustee Nowak and believes an amusement tax would be beneficial to increase revenues.

Trustee Langan stated he would be voting yes on this item. Trustee Langan does not favor further cuts in personnel or services. He added that it was not the time to re-visit salary allocations.

Trustee Holder concurs with Trustee Langan. Trustee Holder noted that he would be voting in favor of this item because it would support operations and infrastructure; it has been programmed in the Village's five year financial plan for the past several years; and the amount of the increase is relatively small.

President Asperger noted that it appears that this tax increase will be defeated making it necessary to table the adoption of the budget this evening. President Asperger referenced for the Board that without approval of this item, the Village will incur deficit spending by approximately \$150,000 per year; reserves would be further eroded; and services cut.

President Asperger remarked that the purpose of this increase is to stabilize the Village's finances, after cost-containment measures have been

4-D.6

implemented. She shared that the entire Village Board is concerned with raising taxes. However, the Village is now at a point that it needs the additional revenue to support services. She recognized the Village Board for its thorough discussion and that it will now have to make cuts in services and to be prepared to communicate that to residents.

Trustee Horvath continues to believe that there are other areas in the budget to cut spending without impacting services.

Failed by a 4 to 2 roll call vote.

Ayes: Trustees Holder and Langan
Nays: Trustees Holder, Horvath, Palermo and Nowak
Absent: None

- C. Resolution – Approving the FY 2012-13 Operating and Capital Improvements Budget: Referred to Trustee Holder

It was moved by Trustee Langan to table the Resolution approving the Fiscal Year 2012-13 Operating and Capital Improvements Budget until April 23, 2012, seconded by Trustee Palermo

Approved by voice vote.

- D. Award of Contract – Solid Waste Collection and Disposal Services:
Referred to Trustee Holder

Trustee Holder explained that the current contract for solid waste collection and disposal services expires on April 30, 2012. Trustee Holder noted that the Village's Environmental Quality Control Commission (EQCC) evaluated several options for refuse collection services and presented its findings to the Village Board in September 2011.

Trustee Holder indicated that competitive proposals were solicited seeking contractors to provide pricing related to various program options including the Village's current volume-based program. Detailing the process in analyzing the comparison of program options and competitive nature of the proposals, Trustee Holder noted staff's recommendation to award the contract to Allied Waste.

After negotiation sessions with Allied Waste, the Village's volume-based system, will remain intact. Trustee Holder explained the new and enhanced totter options for refuse and recycling in order to provide residents options that best fit their household needs. Trustee Holder reiterated the sticker rates for the five-year contract which will expire on April 30, 2017 and continuance of the Spring Clean-up program.

4-D.7

It was moved by Trustee Holder to approve a five-year contract for solid waste collection and disposal services with Allied Waste; and to authorize the Village President and Village Clerk to execute the contract on behalf of the Village, seconded by Trustee Horvath.

Trustee Horvath noted his approval of the contract and that this was a great example of how residents, an advisory commission and staff can collaborate.

Trustee Kuchler appreciates the perseverance of staff and the EQCC. Trustee Kuchler expressed his disappointment with the West Cook County Solid Waste Agency's assessment and advice concerning the volume-based option.

Trustee Nowak concurred his approval and compliments to those who worked on obtaining what residents want.

Approved by roll call vote.

Ayes: Trustees Holder, Horvath, Kuchler, Langan, Nowak and Palermo

Nays: None

Absent: None

7. MANAGER'S REPORT

None

8. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA

Jeff Cogelja, 321 S. Ashland Avenue provided information on the advantages of having hens and requested the Board to change the Village Code to allow for backyard hens.

President Asperger noted that the Board has also received opposition to this request and referenced both the pros and cons of this subject. Staff reviewed the request and provided that to the Village Board, along with a neighbor's objection. As she has not received any comments from the Village Board on the matter thus far, President Asperger invited the Board to do so to determine if there is a consensus opinion to consider the matter or not, and if legal analysis should be performed by the Village Attorney. It appears that more comparative information is required before such a decision can be made.

9. EXECUTIVE SESSION

4-0.8

10. TRUSTEE COMMENTS

Trustee Kuchler noted his invitation to Mr. Cogelja to speak at the meeting and encouraged residents to contact the Village to provide community input.

Trustee Palermo indicated that he has concerns. He would like more information relative to other Village regulations, and where the matter has been taken up in other communities and where rejected and why. He would favor sending this to the Plan Commission for review.

Trustee Holder also expressed concerns with the proposal. He shared his personal experience with growing up on a farm with chickens. He does not believe La Grange is the proper environment for backyard hens.

Trustee Horvath noted he is undecided at this time and would like to investigate the matter further. Trustee Horvath paid congratulations to Assistant Public Works Director Mike Bojovic on his public service award. Trustee Horvath also agrees with Mr. Bergschneider for consistent public policy implementation. Lastly, Trustee Horvath expressed his thanks to the contributions of the EQCC for their part in the determination of the Village's solid waste contract and the residents who attended tonight's meeting and spoke on the matter.

Trustee Nowak concurs with Trustee Holder and is skeptical about allowing backyard hens.

Trustee Langan would not be in favor of backyard hens and does not believe it befits the community.

President Asperger invited residents to comment on this matter and will consider the trustee input rendered this evening and attempt to identify consensus direction.

11. ADJOURNMENT

At 9:35 p.m. it moved by Trustee Langan to adjourn, seconded by Trustee Nowak. Approved by voice vote.

ATTEST:

Elizabeth M. Asperger, Village President

Thomas Morsch, Village Clerk

Approved Date:

4-9-12

VILLAGE OF LA GRANGE

Disbursement Approval by Fund

April 23, 2012

Consolidated Voucher 120423

<u>Fund No.</u>	<u>Fund Name</u>	<u>04/23/12 Voucher</u>	<u>04/13/12 Payroll</u>	<u>Total</u>
01	General	116,940.46	287,201.86	404,142.32
21	Motor Fuel Tax			0.00
22	Foreign Fire Insurance Tax	102.34		102.34
24	ETSB	380.00		380.00
40	Capital Projects	6,228.09		6,228.09
50	Water	158,706.71	38,105.11	196,811.82
51	Parking	1,747.79	23,944.42	25,692.21
60	Equipment Replacement	23,288.00		23,288.00
70	Police Pension			0.00
75	Firefighters' Pension			0.00
80	Sewer	3,716.05	9,061.27	12,777.32
90	Debt Service			0.00
91	SSA 4A Debt Service			0.00
93	SAA 269			0.00
94	SAA 270			0.00
		<u>311,109.44</u>	<u>358,312.66</u>	<u>669,422.10</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-E

CURRENT BUSINESS

VILLAGE OF LA GRANGE
Community Development Department

BOARD REPORT

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

FROM: Robert Pilipiszyn, Village Manager
Patrick D. Benjamin, Community Development Director
Angela Mesaros, Assistant Community Development Director

DATE: April 23, 2012

RE: **ORDINANCE - TEXT AMENDMENT – EXTENSIONS OF TIME PERIODS
FOR ZONING APPROVALS**

In the past few years, several approved projects have been delayed due to the market conditions, financial conditions as well as other factors. This has resulted in applicants requesting extensions of time limits on zoning approvals. Under the current Code, zoning approvals expire in the event that an applicant has not received a building permit and commenced construction within the approval time period. The Village Manager is authorized to grant extensions for zoning approvals up to the length of the original time period – for most types of approvals (special use permits, planned developments, variations, etc.) the applicant may request up to one year beyond original approval time limit (of one year), which would allow two years total from Village Board approval until the start of construction.

After review of some of the recent projects that have received extensions from the Village Manager in the past few years, staff and the Village Attorney developed certain criteria and conditions as a basis for authorizing extensions exceeding the original length of time of approval. As proposed, the Village Manager may grant additional extensions if the project meets both of the following:

1. The applicant has made reasonable and diligent efforts to move forward with the approved project; and
2. The project still meets all of the standards of the approvals granted under the Zoning Code.

In addition, any project requesting an additional extension of time limit, must meet at least one of the following conditions:

3. Adverse market conditions outside of the control of the applicant have stalled the approved project. And the applicant has presented evidence indicating that the market conditions will not stall the project beyond the requested extension; or

5-A

4. For financial reasons, the applicant is temporarily unable to move forward with the project; however they have a feasible plan and timetable to move forward within the requested time of the extension; or
5. The applicant is unable to secure required approvals from a government agency, but has provided a reasonable plan for securing the authorizations within the length of time of the extension; or
6. Due to other legitimate circumstances beyond their control, the applicant is unable to move forward, but has provided reasonable evidence that the circumstances will change within the length of the extension.

As recommended, the amendment specifies that the cumulative time of all extensions may not exceed two times the original time limit – two years extension in most cases (total three years from Village Board approval until start of construction).

The Plan Commission held a public hearing on the amendment on April 10, 2012. At the hearing, staff presented the proposed amendment to the Code. Representatives of MML Properties, Inc., owners of Meadowbrook Manor at 339 S. Ninth Avenue, who were granted a special use permit for renovation of their nursing home in 2009, testified regarding their project and presented a timeline for projected completion of their renovation (see Exhibit A-1 attached to the Findings of Fact).

As proposed by Staff, the text amendment would allow the Village Manager to grant one additional year to Meadowbrook Manor, with expiration in April 2013. According to MML, due to the timing of the government financing process, they anticipate securing state and federal approvals by April 2014 (two years from their requested extension). Therefore, they seek an additional year and asked that the Village consider revising the suggested amendment.

Commissioners stated that while they might be comfortable with allowing Meadowbrook Manor to have additional time; however, they had reservations about amending the Code to grant authority for an unlimited amount of time on extensions. In addition, they felt that the Village may not want to grant extensions for as long as four years, because there may be a better use for the property to consider.

A motion was made by Commissioner Reich and seconded by Commissioner Paice that the Plan Commission recommend approval of the amendment to the text of the Zoning Code to allow extensions exceeding the original time limit with the criteria and conditions outlined above, but limited to two times the length of the original time limit, as suggested by Staff.

5-A.1

The resulting roll call vote was:

AYE: Paice, Reich, Weyrauch and Chairman Kardatzke.
NAY: None.
ABSENT: Williams, Pierson and Stewart.

Although the amendment as recommended by Commissioners would limit approvals to two years, Commissioners requested that staff develop language to consider further amending the Zoning code to create a process by which an applicant may go back to the Plan Commission for further input and analysis in the event that they would need an additional extension beyond the two that the Village Manager has the authority to grant.

Staff concurs with the Plan Commission and recommends approval of “An Ordinance Amending Subsection 13-101L of the La Grange Zoning Code Related to Village Manager Authority to Grant Certain Extensions of Time” in the form attached to this report.

5-A,2

VILLAGE OF LA GRANGE

ORDINANCE NO. _____

AN ORDINANCE AMENDING SUBSECTION 13-101L
OF THE LA GRANGE ZONING CODE
RELATED TO VILLAGE MANAGER AUTHORITY TO GRANT
CERTAIN EXTENSIONS OF TIME

WHEREAS, in the past several years market conditions, financial conditions, and other factors sometimes have caused applicants who have received zoning approvals from the Village of La Grange to need more time within which to complete preconstruction or other preliminary processes that are necessary for the applicants to move forward with their projects; and

WHEREAS, the President and Board of Trustees of the Village of La Grange recognize that these factors, whether singly or in some combination, may be an appropriate reason to allow an applicant additional time to complete preliminary processes before the time limit on that applicant's approval expires; and

WHEREAS, the President and Board of Trustees accordingly believe that it is appropriate to amend Subsection 13-101L of the La Grange Zoning Code in the manner provided in this Ordinance to create the opportunity for an applicant to be allowed more time; and

WHEREAS, the La Grange Plan Commission conducted a public hearing on April 10, 2012, to consider the amendment to Subsection 13-101L addressed in this Ordinance and, after the conclusion of the public hearing, the Plan Commission determined that the proposed amendment meets the standards stated in the Zoning Code for amendments of general applicability, and the Plan Commission unanimously recommended that the Board of Trustees approve the amendment;

WHEREAS, the President and Board of Trustees have determined that the amendment in the form provided in this Ordinance satisfies the standards applicable to it in Section 14-605 of the Zoning Code;

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

Section 1. Recitals. The foregoing recitals are incorporated into this Ordinance as findings of the President and Board of Trustees.

Section 2. Amendment of Zoning Code Subsection 13-101L. The Board of Trustees, pursuant to the authority vested in it by State law and Article XIV, Part

5-A.3

VI of the La Grange Zoning Code, hereby amends Subsection 13-101L, titled "Extensions of Time," of the Zoning Code in its entirety to read as follows:

L. Extensions of Time. The Village Manager, on written request filed with the Director of Community Development, may grant extensions of any time limit imposed on an applicant (1) by this Code or (2) by any ordinance or resolution of the Board of Trustees unless the ordinance or resolution expressly provides otherwise. Extensions may be granted without any notice or hearing. The basis for a grant of an extension must be as follows:

1. Extensions Not Exceeding Original Time Limit. If the request is for an extension of time, and the total length of all extensions to date does not exceed the length of the original time limit, then the Village Manager may grant an extension up to the length of the original time for good cause shown in writing by the applicant.
2. Extensions Exceeding Original Time Limit. If the request is for an extension of time and the total length of all extensions already exceeds or will exceed the length of the original time limit, then the Village Manager may grant the extension if the Village Manager determines both of the following:
 - (a) The applicant has made, and will continue to make, reasonable and diligent efforts to move forward with the approved project; and
 - (b) The project still meets all of the standards applicable to the approvals granted for the project under this Code;

and if the Village Manager makes a favorable determination under at least one of the following Paragraphs (c), (d), (e), or (f):

- (c) Adverse market conditions outside the control of the applicant have necessarily stalled the approved project, but the applicant has presented a study or other evidence reasonably indicating that those adverse market conditions will not continue to stall the project beyond the length of the requested extension; or
- (d) The applicant is temporarily unable for financial reasons to move forward with the approved project, but the applicant has provided a feasible plan and timetable for moving forward with the approved project within the length of time of the requested extension; or
- (e) The applicant has been unable to secure a permit, approval, or other authorization from a government agency required for the approved project, but the applicant has provided a reasonable plan for securing all required authorizations within the length of time of the requested extension; or

5-A.4

- (f) The applicant has been unable to move forward with the approved project because of other circumstances outside of the control of the applicant that legitimately have stalled the approved project, but the applicant has provided reasonable evidence that those circumstances will change and the approved project will move forward within the length of time of the requested extension.

The cumulative total time of all extensions under this Subsection L may not exceed two times the length of the original time limit.

Section 3. Effective Date. This Ordinance will be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this ____ day of _____ 2012.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this ____ day of _____ 2012.

Elizabeth Asperger, Village President

ATTEST:

Thomas Morsch, Village Clerk

FINDINGS OF FACT

PLAN COMMISSION

OF THE VILLAGE OF LA GRANGE

President Asperger and
Board of Trustees

April 10, 2012

**RE: PLAN COMMISSION CASE #202 Zoning Text Amendment – Extensions of Time
for Zoning Approvals**

We transmit for your consideration the recommendations of the Plan Commission of the Village of La Grange on an amendment related to Extensions of Time for zoning approvals, Subsection 13-101 L of the Zoning Code.

I. THE APPLICATION

The Village Staff has reviewed the Zoning Code regarding the Village Manager's authority to extend time limits on zoning approvals and has recommended amendments to the text of the Code.

II. THE PUBLIC HEARING

After due notice given in accordance with law, the Plan Commission held a public hearing on April 10, 2012, in the La Grange Village Hall Auditorium. Present were Commissioners Paice, Reich, and Weyrauch, with Chairman Kardatzke presiding. Also present were Community Development Director Patrick D. Benjamin, Assistant Community Development Director Angela M. Mesaros, and Village Trustee Liaison Mark Kuchler.

Chairman Kardatzke introduced the public hearing and administered an oath to all persons in attendance who desired to give testimony during the hearing.

Staff presented the proposed amendment, including the established criteria, conditions and current allowable extensions.

Chairman Kardatzke solicited questions from the Commissioners:

- Commissioner Weyrauch asked the expiration of approvals. Ms. Mesaros stated that most zoning approvals are currently valid for a period no longer than one year. A building permit should be issued and work commenced within that period.
- Chairman Kardatzke asked about the process for approval of extensions, and whether or not it requires a hearing with the Zoning Board. Answer: the process will stay the

5-A.6

same – the applicant submits a letter and proper supporting information to the Village Manager who can then grant an extension. There is no public hearing process before a Commission.

Chairman Kardatzke solicited questions and comments from the Audience:

- Glenn Sechen, Attorney for MML Properties, LLC, owner of Meadowbrook Manor, 339 S. Ninth Avenue, stated that Meadowbrook received a special use permit for renovation and expansion of their nursing facility in 2010. They have received the maximum total of one year extensions from the Village Manager under the current Code. They are in a heavily regulated industry and are waiting for HUD financing. They could possibly meet the proposed additional one-year extension, but if something happened to delay their project further and their special use expired, they would have to start the government regulatory process over completely. Therefore, they request that the amendment allow two additional years for approval, which would not be possible with staff's recommended amendment.
- Art Zwemke, General Manager of Meadowbrook Manor, presented a timeline of the proposed renovation (see attached Exhibit A-1). Village approvals expire on April 12, 2012. This project is a major redevelopment of a 100 year old building appraised at just below \$30 million and will provide 65-70 construction jobs. The sequence of events includes approvals from the State of Illinois and the Federal government. They have received their Certificate of Need (CON) from the State, but no financing to start construction. The text amendment as proposed by staff would get them an additional year, but would not get them through the construction which they hope to start on April 1, 2014. They asked that the amendment allow for another two years.

Chairman Kardatzke solicited questions from the Commissioners:

- Chairman Kardatzke asked if everything approved by the special use would stay the same. Answer: yes, that is one condition of the proposed amendment.
- Commissioner Paice asked if banks consider the status of the special use zoning approvals when financing. Answer: yes.
- Commissioner Weyrauch stated that her job includes work with this type of project with HUD financing. She asked why Meadowbrook could not get the funding within one year. Mr. Zwemke stated that there are too many factors in the process that are unanticipated.

5-A.7

Chairman Kardatzke solicited questions and comments from the Commissioners:

- Commissioner Weyrauch stated that this is a project that the Village would like to see extended. However, she has reservations about a text amendment that would allow unlimited amount of time for extensions of approvals.
- Commissioner Paice stated that the Village may not want to grant extensions for four years, because there may be a better use for the property to consider.
- Commissioners agreed that they would recommend approval of the amendment as proposed and ask that staff develop language to amend the Code so that an applicant could go back to the Plan Commission for further input and analysis if they needed to extend approvals for an additional year. Mr. Benjamin stated that staff would work with the Village Attorney on a process to bring back to the Plan Commission for consideration at a future meeting.

There being no further questions or comments from the audience or the Commissioners, a motion was made by Commissioner Reich, seconded by Commissioner Paice that the Plan Commission recommend to the Village Board approval of the recommendation for amendment to Subsection 13-101L, “Extensions of Time” to allow extensions of time exceeding the original time limit, that may not exceed two times the length of the original time limit as recommended in the Staff Report dated April 10, 2012.

Motion to APPROVE Carried by a roll call vote:

AYE: Paice, Reich, Weyrauch and Chairman Kardatzke.
NAY: None.
ABSENT: Pierson, Stewart, and Williams.

BE IT THEREFORE RESOLVED that the Plan Commission recommends to the Village Board of Trustees Approval of an amendment Subsections 13-101L, “Extensions of Time” as presented and described in Plan Commission Case #202.

Respectfully Submitted,

PLAN COMMISSION

OF THE VILLAGE OF LA GRANGE



Wayne Kardatzke, Chairman

5-A.8

PC #202
4.10.12
Exhibit A-1

Meadowbrook Manor of LaGrange Project Timeline and Dynamics

Updated 04/09/2012

Jurisdiction	Description	Begin Date	End Date	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q
				2010	2010	2010	2011	2011	2011	2011	2011	2011	2011	2012	2012	2012	2012	2013	2013	2013	2013	2014	2014	2014	2014	2015
1	LaGrange	Special Use Permit	04/13/2010	04/12/2011	XX	XXXX	XXXX	XXXX	XX																	
2		Special Use Permit - 1st Extension	04/13/2011	10/12/2011				XX	XXXX	XX																
3		Special Use Permit - 2nd Extension	10/13/2011	04/12/2012						XX	XXXX	XX														
4		Special Use Permit - Proposed Extension	04/13/2012	04/12/2014								XX	XXXX	XX												
5	Illinois	Certificate of Need - Application	01/01/2011	05/19/2011			XXXX	XX																		
6		Certificate of Need - Approval	05/20/2011	08/16/2011				XX	XX																	
7		Certificate of Need - Obligation	08/17/2011	02/16/2013					XX	XXXX	XXXX	XXXX	XXXX	XXXX	XX											
8		Certificate of Need - Construction	07/01/2013	12/31/2014														XXXX	XXXX	XXXX	XXXX	XXXX	XXXX			
9		Certificate of Need - Construction Extension	01/01/2015	12/31/2015																		XXXX	XXXX	XXXX	XXXX	
10	Federal	HUD - Conditional Commitment	07/01/2011	12/31/2012					XXXX	XXXX	XXXX	XXXX	XXXX	XXXX												
11		HUD - Full Commitment	01/01/2013	07/31/2013											XXXX	XXXX	XX									
12		Bank Financing	08/01/2013	12/31/2013														XX	XXXX							
13	LaGrange	Working Drawings	01/01/2013	05/31/2013											XXXX	XX										
14		Building Permit	06/01/2013	07/31/2013													XX	XX								
15		Bid	08/01/2013	10/31/2013														XX	XX							
16		Contract	11/01/2013	01/31/2014															XX	XX						
17		Construction	04/01/2014	09/30/2015																		XXXX	XXXX	XXXX	XXXX	XXXX

5-17-9

Exhibit A-2
PC #202
4.10.12

Meadowbrook Manor Nursing Home

LaGrange, Illinois
October 28, 2009

SAS Architects & Planners
833 Duane Road Naperville, IL 60563 630.584.0333 fax: 630.584.0300 www.sasarch.com



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

© 2009 SAS ARCHITECTS AND PLANNERS

5-14.10

Meadowbrook Manor Nursing Home

LaGrange, Illinois
October 28, 2009

SAS Architects & Planners
433 S. State Street, Chicago, IL 60607



1 WEST ELEVATION
SCALE: 1/8" = 1'-0"



2 EAST ELEVATION
SCALE: 1/8" = 1'-0"

5-A.11

STAFF REPORT

PC Case #202

TO: Plan Commission

FROM: Patrick D. Benjamin, Community Development Director
Angela M. Mesaros, Assistant Director, Community Development

DATE: April 10, 2012

RE: **ZONING TEXT AMENDMENT –Authority to Grant Extensions of Time of Zoning Approvals**

I. BACKGROUND:

As permitted by the Zoning Code, the Village Manager has the authority to extend the expiration date for zoning approvals. Due to current economic conditions, several projects have been stalled beyond the allowable authority of the Village Manager to grant extensions. Therefore, in order to avoid projects going back to the Plan Commission for a second hearing in cases when the Village may desire to extend approvals, staff suggests consideration of an amendment to the Zoning Code to authorize the Village Manager to administratively approve extensions of zoning approvals for a longer period of time.

Staff, with the assistance of Village Attorney Mark Burkland, has drafted a potential Amendment to the La Grange Zoning Code that would increase the authority of the Village Manager to grant extensions of the time periods that zoning approvals remain valid. The proposed amendment would apply to several sections in the La Grange Zoning Code and would affect all or most of the various zoning approvals that can be granted under the Zoning Code.

II. PROPOSED AMENDMENT:

Current provision

As currently written, Subsection 13-101L of the Zoning Code, Extensions of Time, states “The Village Manager, upon written request, may for good cause shown and without any notice or hearing grant extensions of any time limit imposed on an applicant or permittee by this Code or, unless the ordinance or resolution shall expressly provide otherwise, by any ordinance or resolution of anybody acting pursuant to this Code. *The total period of time granted by such extension or extensions shall not exceed the length of the original period.*”

Authorization for Extensions of Time applies to several categories of zoning approval. Each type of zoning approval is valid for a particular period of time unless a Building

5-4-12

Permit is issued and work is commenced within that period. The corresponding time limits for zoning approvals are as follows:

- *Special Use Permits*, Subsection 14-401I – Currently valid for a period no longer than one year; therefore the Village Manager has authority to grant an additional one year extension. Amendment to the Code would allow an additional extension for a second year.
- *Site Plan Approval*, Subsection 14-402H – currently valid for one year;
- *Design Review Permits*, Subsection 14-403 H – approvals are granted for six months;
- *Large Planned Development Final Plans*, Paragraph 14-501C8 – valid one year after approval of such plan or within such time as may be established by the approved development schedule; and
- *Variations* – currently valid for a period of one year.

RECENT EXTENSION REQUESTS

In drafting the proposed amendment, Staff examined several projects recently approved by the Village Board for which development has been stalled and specifically the reasons for the requests for extension. These projects include:

- Meadowbrook Manor, 339 S. Ninth Avenue – special use permit for renovation of a nursing home, approved in 2009. This project has received 2 six-month extensions due to their inability to secure state approvals with the understanding that they continue due diligence in securing approvals. Currently they seek another extension, which is beyond the authority of the Village Manager (See attached letter from Glenn Sechen, dated February 27, 2012.)
- Village Bluffs – planned development for a 96-unit condominium project originally approved in 2005, an extension was granted by the Village Manager in 2008. An amendment to the approval ordinance to extend for another year was recommended by the Plan Commission at a public hearing and approved by the Village Board in 2009. The Village Manager then granted another extension in 2010, which expired in 2011. This project is currently stalled due to the economic climate. Extensions were granted on the condition that the applicant was progressing normally towards construction with building plans ready for review, engineering plans submitted and a remediation plan into the ILEPA; and

5-14-13

- La Grange Place, YMCA site, 31 E. Ogden – mixed use Planned Development, approved in 2008 with an extension granted in 2009 for one year, due to pending litigation. Although this approval has expired, it is a good example of a project that would often be desirable to provide an extension.

Proposed Revision

Staff suggests Amendment to this Subsection that would authorize the Village Manager to grant extensions that exceed the original time limit if the project meets certain criteria and conditions (See Attached “Preliminary Draft Document.”) The following is the proposed revision to the Subsection 13-101L:

L. Extensions of Time. The Village Manager, on written request filed with the Director of Community Development, may grant extensions of any time limit imposed on an applicant (1) by this Code or (2) by any ordinance or resolution of the Board of Trustees unless the ordinance or resolution expressly provides otherwise. Extensions may be granted without any notice or hearing. The basis for a grant of an extension must be as follows:

1. Extensions Not Exceeding Original Time Limit. If the request is for an extension of time that would cause the total length of all extensions to exceed the length of the original time limit, then the Village Manager may grant the extension for good cause shown in writing by the applicant.
2. Extensions Exceeding Original Time Limit. If the request is for an extension of time and the total length of all extensions exceeds the original time limit, we propose that the Village Manager may grant the extension if the project meets both of the following:
 - (a) The applicant has made, and will continue to make, reasonable and diligent efforts to move forward with the approved project; and
 - (b) The project still meets all of the standards applicable to the approvals granted for the project under this Code;

In addition, the project must meet at least one of the following Paragraphs:

- (c) Adverse market conditions outside the control of the applicant have stalled the approved project, but the applicant has presented evidence indicating that the adverse market conditions will not continue to stall the project beyond the length of the requested extension; or

5-A.14

- (d) The applicant is temporarily unable for financial reasons to move forward with the approved project, but the applicant has provided a feasible plan and timetable for moving forward with the approved project within the length of time of the requested extension; or
- (e) The applicant has been unable to secure a permit, approval, or other authorization from a government agency required for the approved project, but has provided a reasonable plan for securing all required authorizations within the length of time of the requested extension; or
- (f) The applicant has been unable to move forward with the approved project because of other circumstances outside of their control that legitimately have stalled the approved project, but has provided reasonable evidence that the circumstances will change and the project will move forward within the length of time of the requested extension; and

The cumulative total time of all extensions under this Subsection may not exceed two times the length of the original time limit.

III. AMENDMENT CRITERIA:

As set forth in Section 14-605 of the Zoning Code, the standards applicable to an amendment of general applicability (rather than a specific parcel of property) are as follows:

1. *The consistency of the proposed amendment with the purposes of this Code.*

Among the purposes of the Limitations established for various approvals is that approvals are conditioned on the applicant *diligently pursuing* construction, so that projects are commenced in a timely manner upon approval. The Village has authority to deny a project in cases where construction does not commence so that properties do not remain vacant.

Subsection 13-101L, Extensions of Time of the Zoning Code as stated in Article 13 is intended to authorize administrative authority to grant extensions for *good cause*.

The Staff believes the proposed changes establish criteria and conditions that allow the Village Manager to grant extended periods of time in cases where the applicant establishes *good cause* when the applicant *diligently pursues* construction of the project. This would be consistent with the intent and purposes of the Zoning Code.

5-A.15

2. *The community need for the proposed amendment and for the uses and development it would allow.*

In recognizing that economic conditions as well as other factors may delay construction, resulting in projects coming back again and again for extensions, the proposed amendment would grant additional authority for the Village Manager to extend approval time limits under particular circumstances with conditions. This would avoid projects going back to the Plan Commission again, if the Village still desires to see that project move forward.

IV. RECOMMENDATION:

If the Plan Commission finds it appropriate, Staff recommends that **Subsection 13-101 L, "Extensions of Time", of the Zoning Code be amended by adding, "authority to the Village Manager to grant extensions that exceed the length of time of the original period" under specific criteria and conditions as listed in Section II above.** If the Plan Commission agrees, the Village Attorney and staff will draft ordinance language to forward to the Village Board for consideration.

5-A.16

PRELIMINARY DRAFT DOCUMENT

PROPOSED AMENDMENT OF SUBSECTION 13-101L REGARDING THE VILLAGE MANAGER'S AUTHORITY TO EXTEND TIME LIMITS

Current provision

- L. Extensions of Time. The Village Manager, upon written request, may for good cause shown and without any notice or hearing grant extensions of any time limit imposed on an applicant or permittee by this Code or, unless the ordinance or resolution shall expressly provide otherwise, by any ordinance or resolution of any body acting pursuant to this Code. The total period of time granted by such extension or extensions shall not exceed the length of the original period.

Proposed revision

- L. Extensions of Time. The Village Manager, on written request filed with the Director of Community Development, may grant extensions of any time limit imposed on an applicant (1) by this Code or (2) by any ordinance or resolution of the Board of Trustees unless the ordinance or resolution expressly provides otherwise. Extensions may be granted without any notice or hearing. The basis for a grant of an extension must be as follows:
1. Extensions Not Exceeding Original Time Limit. If the request is for an extension of time, and the total length of all extensions to date does not exceed the length of the original time limit, then the Village Manager may grant an extension up to the length of the original time for good cause shown in writing by the applicant.
 2. Extensions Exceeding Original Time Limit. If the request is for an extension of time and the total length of all extensions already exceeds or will exceed the length of the original time limit, then the Village Manager may grant the extension if the Village Manager determines both of the following:
 - (a) The applicant has made, and will continue to make, reasonable and diligent efforts to move forward with the approved project; and

5-14-17

- (b) The project still meets all of the standards applicable to the approvals granted for the project under this Code;

and if the Village Manager makes a favorable determination under at least one of the following Paragraphs (c), (d), (e), or (f):

- (c) Adverse market conditions outside the control of the applicant or permittee have necessarily stalled the approved project, but the applicant or permittee has presented a study or other evidence reasonably indicating that those adverse market conditions will not continue to stall the project beyond the length of the requested extension; or
- (d) The applicant or permittee is temporarily unable for financial reasons to move forward with the approved project, but the applicant or permittee has provided a feasible plan and timetable for moving forward with the approved project within the length of time of the requested extension; or
- (e) The applicant or permittee has been unable to secure a permit, approval, or other authorization from a government agency required for the approved project, but the applicant or permittee has provided a reasonable plan for securing all required authorizations within the length of time of the requested extension; or
- (f) The applicant or permittee has been unable to move forward with the approved project because of other circumstances outside of the control of the applicant or permittee that legitimately have stalled the approved project, but the applicant or permittee has provided reasonable evidence that those circumstances will change and the approved project will move forward within the length of time of the requested extension; and

The cumulative total time of all extensions under this Subsection L may not exceed two times the length of the original time limit.

GLENN C. SECHEN
The Sechen Law Group, PC
13909 Laque Drive
Cedar Lake, Indiana 46303

GLENN C. SECHEN

TELEPHONE (312) 550-9220

February 27, 2012

VIA E-MAIL and U.S. Mail
rpilipiszyn@villageoflagrange.com

Mr. Robert Pilipiszyn
Village Manager
Village of La Grange
53 South LaGrange Road
P.O. BOX 668
LaGrange, Illinois 60525-0668

Re: Skilled Nursing Facility
339 S. Ninth Avenue



Dear Mr. Pilipiszyn:

On April 12, 2010 the Village of LaGrange Board unanimously approved the MML Properties, LLC (MML) application for a Special Use Permit for the renovation and expansion of the Meadowbrook Manor skilled nursing facility. MML has expended over \$800,000 to date for planning, design and professional fees.

This Special Use Permit was required before a Certificate of Need (CON) could be applied for and issued by the State of Illinois. Upon receipt of the CON, MML then applied for a HUD financing guarantee that has proven to be a lengthier process than in the past. It should be noted that MML has never been denied a HUD financing guarantee and remains optimistic that their application will be approved.

Once the HUD financing guarantee is in hand, MML will then complete the working drawings, bid and contract the construction work and close on the bank loan that is supported by the HUD financing guarantee.

As you know, the MML Special Use Permit has been extended until April 12, 2012 and additional extensions are not allowed under the current Village of LaGrange ordinances.

5-A.19

Presumably, MML is not the only Special Use Permit grantee who has experienced a delay in this challenging economy and perhaps the Village of LaGrange will consider an amendment to their ordinances regarding Special Use Permit extensions. Accordingly, MML, respectfully requests an extension of the MML Special Use Permit until April 12, 2014 in order to successfully complete the tasks remaining. MML will also be happy to provide a Status Report every 90 days to keep the Village of LaGrange informed. Should you have any questions or if I can be of any assistance, please do not hesitate to contact me. Thank you for your time and consideration.

Very truly yours,

Glenn C. Sechen

Glenn C. Sechen

cc: Patrick Benjamin, Village of LaGrange
MML Properties, LLC
Art Zwemke, Robert Arthur Land Company

5-14-20

Village of La Grange



VILLAGE BOARD MEETING

MONDAY, APRIL 23, 2012

7:30 p.m.

BOOK 2 of 2

Village Hall Auditorium

53 South La Grange Road

La Grange, IL 60525

Elizabeth M. Asperger
Village President

Thomas Morsch
Village Clerk

VILLAGE OF LA GRANGE
Finance Department

BOARD REPORT

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

FROM: Bob Pilipiszyn, Village Manager
Ryan Gillingham, Public Works Director
Lou Cipparrone, Finance Director

DATE: April 19, 2012

RE: **ORDINANCE – PROPOSED INCREASE IN THE VILLAGE’S WATER RATE**

OVERVIEW

The Water Fund was established as an enterprise fund to finance the cost of operating, maintaining and replacing the Village’s water distribution system. In making rates for water customers, the Village considers three main areas of expenditures within the Water Fund – the cost of the commodity; operating costs; and capital improvements. Furthermore, in managing the Water Fund as a self-sufficient enterprise, it is the Village’s goal to maintain reserves at approximately 50 percent of operating expenses. Finally, it is also the Village’s policy, with unique exception, to “pass through” water rate increases from the Village of McCook which supplies the Village with Lake Michigan water through the City of Chicago. Taken together, all of these elements constitute the basis for establishing and subsequently adjusting the Village’s water rate.

BASIS FOR WATER RATE INCREASE

This year’s budget review of the Water Fund was unusually complicated for several reasons.

First, the City of Chicago unexpectedly implemented a series of significant water rate increases to begin replacing its water in-take, purification, pumping and distribution infrastructure. It is not clear as to how much of this water rate increase is for infrastructure improvements to maintain safe and reliable water commodity delivery to suburban customers, and how much is related to infrastructure improvements which will solely benefit water customers within the City of Chicago. The Village is participating in a regional task force of local governments to ascertain more information about these increases from the City of Chicago to determine if a proper and reasonable apportionment was made and, if not, to seek remedies to address the financial consequences associated with the City’s aggressive schedule of water rate increases.

5-B

The City of Chicago adopted the following water rate increases in July 2011, and, to the best of our knowledge, with no prior notice or input from suburban water customers:

- January 1, 2012 – 25%
- January 1, 2013 – 15%
- January 1, 2014 – 15%
- January 1, 2015 – 15%

In December 2011, the Village was notified by the Village of McCook that it would be increasing its water rates charged to the Village to offset the City of Chicago water rate increase, effective January 1, 2012. Subsequent rate increases are also anticipated by McCook to offset the additional City of Chicago rate increases as follows:

- January 1, 2012 – 20%
- January 1, 2013 – 12% (Village estimate)
- January 1, 2014 – 12% (Village estimate)
- January 1, 2015 – 12% (Village estimate)

Second, last year the Village Board approved rate increases of 10 percent effective May 1, 2011 and May 1, 2012 to cover the cost of operating expenses and to provide funding for a bond issue recommended to pay for the replacement of the Village's ageing water meters and rehabilitation of the Village's water pumping station. It should be noted that the Village absorbed the 20% increase from the Village of McCook for the period between January 1, 2012 and April 30, 2012, saving residents approximately \$100,000.

Third and finally, in our nearly year-long study of water meters, it was confirmed that the Village's water meters are becoming less reliable. As a result, the Village's water accountability continues to decline to levels near or below acceptable accounting standards and terms of the Village's Lake Michigan water allocation. Consequently, the Village's water rate increases have not kept pace with the cost of operations because our water loss continues to exceed revenues generated by those increases. Last year, the Village could not account for an estimated 149 million gallons of water. Of this amount, it is estimated that 26 million gallons of water were not accounted for due to inaccurate metering, resulting in a financial loss of approximately \$200,000 to the Water Fund. Over the past four years, the financial loss from inaccurate water meters is approximately \$1.1 million.

In order to pay for the increase in the wholesale rate from the City of Chicago, improve the Village's water infrastructure and water accountability, fund operations and maintain adequate reserves, the Water Fund includes a rate increase of 15 percent, effective with the start of the new fiscal year, beginning May 1, 2012 and 7.5% for each of the next three fiscal years thereafter. Please note, the Village rate increases are significantly less than the City of Chicago/McCook rate increases, as they are primarily applied to the cost of the water purchased

5-B.1

in the Water Fund, which is just one component of the total expenses for providing water to residents.

It is estimated that the initial 15% increase will cost residents approximately \$100 annually, with the three subsequent increases costing homeowners approximately \$65 each year. To provide further perspective, these dollar amounts are primarily attributable to the cost of water from the City of Chicago. For example, of the \$100 increase in FY 2012-13, \$67 is for the City of Chicago and \$33 is for the bond issue to fund the infrastructure improvements. That ratio increases further in subsequent years to \$52 for the City of Chicago and \$13 for operations and maintenance.

Below is a table which illustrates the cost of the proposed water rate increases by the three major areas of expenditures as discussed at the beginning of this report.

	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16
City of Chicago	10.0%	6.0%	6.0%	6.0%
Water Fund Operations	0%	1.5%	1.5%	1.5%
Capital Imprv/Bond Issue	5.0%	0%	0%	0%
Total Increase	15.0%	7.5%	7.5%	7.5%

We will be able to reevaluate the need for subsequent increases on an annual basis during budget preparation in future years, pending the anticipated improvement in water accountability as a result of the water meter replacement program.

BOND ISSUE

As has been previously discussed, a general obligation alternate revenue bond issue has been proposed as the most cost-effective funding source in which to accomplish the replacement of water meters, as well as the rehabilitation of the water pumping station. The cost of the bond issue is reflected in the proposed water rate increase scheduled to become effective May 1, 2012 as described in the preceding section. The details and the mechanics of the bond issue will be discussed next month by the Village's financial consultant, Phil McKenna.

RECOMMENDATION

The proposed increase in the Village's water rate totaling 15 percent was discussed at Water Fund workshops held on February 23rd and April 2nd and has been included as part of the FY 2012-13 Operating and Capital Improvements Budget. Attached is an ordinance which increases La Grange's existing water rates by a total of 15 percent, from \$5.815 per one hundred cubic feet to \$6.687 per one hundred cubic feet. It is recommended that the attached ordinance be approved.

5-B.2

Sewer service fees are based on the cubic feet of water used by a property owner multiplied by a separate sewer rate. Therefore, an increase in the water rate does not affect sewer revenues.

We recommend approval of the attached ordinance increasing the Village's current water rate by 15 percent from \$5.815 per one hundred cubic feet to \$6.687 per one hundred cubic feet.

ORDINANCE NO. O-12-_____

AN ORDINANCE AMENDING
CHAPTER 52/WATER SERVICE
OF THE LA GRANGE CODE OF ORDINANCES

Published in pamphlet form by the authority of the Board of Trustees of the Village of La Grange, County of Cook, Illinois and legally, this _____ day of _____, 2012.

BE IT ORDAINED by the President and Board of Trustees of the Village of La Grange, County of Cook, State of Illinois, that its Code of Ordinances be amended as follows:

SECTION 1: That Section 52-72, Water Rates, of Chapter 52, WATER SERVICE, of the La Grange Code of Ordinances, as amended, be further amended by adding thereto:

(a) (Rates based on actual consumption)

(1) Low to normal users. The rates for water supplied by the Village, except for water used in building construction work shall be as follows for water used and billed in each bi-monthly period:

- a. Minimum charge per meter (600 cubic feet) \$44.541
- b. All over 600 cubic feet, per 100 cubic feet \$6.687

(2) High water users. The rates for water supplied by the Village, except for water used in building construction work, for all accounts with an average monthly water usage in excess of three thousand, three hundred, thirty three (3,333) cubic feet, shall be as follows for water used and billed in each monthly period:

- a. Minimum charge per meter (300 cubic feet) \$22.270
- b. All over 300 cubic feet, per 100 cubic feet \$6.687

SECTION 2: That all other provisions of said Chapter 52 shall remain in full force and effect.

5-13.4

SECTION 3: This ordinance shall be in full force and effect ten (10) days after its passage, approval and publication in pamphlet form for review at the La Grange Village Offices and the La Grange Public Library.

PASSED AND APPROVED this _____ day of _____, 2012.

AYES _____

NAYS _____

ABSENT _____

Elizabeth M. Asperger, Village President

ATTEST:

Thomas Morsch, Village Clerk

5-13.5

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
Ryan Gillingham, Director of Public Works
Lou Cipparrone, Finance Director

DATE: April 23, 2012

RE: **AWARD OF CONTRACT – WATER METER REPLACEMENT
PROGRAM**

At the Village Board meeting on February 27, 2012, staff presented a report on the proposed Water Meter Replacement Program. Staff's report provided a detailed history of past water meter installation programs, an examination of the Village's water accountability, a review of current water meter technologies, and an analysis and recommendation for the selection of a contractor and corresponding water meter technology based on the bids received. A majority of the Village Board concurred with staff's recommendation to replace the existing water meters and requested additional information on the proposed financing for the project. On April 2, 2012 a Special Village Board meeting was held to discuss the proposed financing for the project.

The purpose of this Board report is to summarize the findings and recommendations from the water meter report provided on February 27, and request Board approval for the award of a contract to the recommended contractor for the Water Meter Replacement Program.

The Village supplies potable water to residents through a network of pipes, pump stations, and storage reservoirs. Water usage is measured with water meters on the service lines located at customers' property. There are approximately 4,600 meters throughout the Village for residential, commercial, and industrial customers. The last significant meter change out program was performed over twenty years ago between 1987 and 1990.

As water meters age, their accuracy decreases as the moving parts inside of the meters become worn. This decrease in accuracy has a direct, negative impact of the Village's water accountability because a worn meter will typically under-measure the water flowing through it, and thus the customer is under-billed for the water that the customer is using. This water loss through the meter represents one component of unaccounted for water loss in the Village's system. The total unaccounted for water in the Village is calculated as the difference in gallons between the amount of water received at the East

5-6

Avenue Pumping Station and the total amount of water delivered to customers as recorded at the individual customer water meters. In addition to inaccurate meters, other sources of water loss in the system include water main breaks, hydrant flushing, and leaking water mains. The percentage of unaccounted for water over the past five years has ranged between 24-29%.

Staff has implemented various programs to reduce the unaccounted for water loss including leak studies and a large meter testing program. Unfortunately, these efforts to reduce the unaccounted for water have not reduced the overall water loss. Staff then focused on looking at individual water meters and implemented various tests to determine the accuracy of the existing water meters within the system. These tests showed that some of the meters tested were not operating properly, which is consistent with the expected loss in accuracy given the age of the meters.

Additionally external assessments of the Village's accountability performed by the Illinois Department of Natural Resources and the Village's auditors, Sikich, have determined that the Village's water loss exceeds industry standards for overall system water loss.

From the analysis, staff recommends that the individual customer water meters be replaced at this time for the following reasons:

1. The majority of the water meters range in age from 22 to 25 years old. The industry standard for the life expectancy of a water meter is roughly 20 years.
2. Many water meters have been repaired or replaced over the years because of inaccuracy or failure.
3. Numerous water meters have been tested for accuracy and the test results supports the conclusion that many meters are not operating within acceptable accuracy standards and that substantial benefits will result with replacement meters.
4. Based on IDNR's calculation, the Village's unaccounted for water exceeds current regulations.
5. The Village's auditors have stated that unaccounted for water loss is an issue that needs to be addressed based on a financial analysis of the Water Fund.
6. Inaccurate meters result in higher water rates and potentially an inequitable distribution of water fund costs between those customers with accurate meters and those with inaccurate meters.

Staff then developed a set of project goals for the water meter replacement program and put together a request for bids. The project goals for the program included the following:

1. Improve water accountability.
2. Reduce water meter reading expenses through the use of new technology.
3. Improve customer service.
4. Reduce environmental impacts associated with water loss and meter reading, as well as meet new federal maximum lead requirements for meters.
5. Provide a long-term solution to the inaccurate metering issues.
6. Implement program in a way that does not alter existing services.

Staff developed bidding documents for a “turnkey” project in which one firm would manage the acquisition and supply of materials, installation of the meters and fixed-based system, set-up of software, testing, training, and project closeout. As required by Village purchasing requirements, the project was advertised in the local newspaper on January 11, 2012. The bidding deadline was February 1, 2012 and the Village received two bids for the project.

As detailed in the Board report on February 27, 2012, staff recommends selecting HD Supply Waterworks with the Sensus, Inc. iPerl meter as this is the only bid received that is considered responsive to the Village’s request for bids. Specifically, the other proposals do not meet the low flow accuracy requirements in the Village’s specifications and lacked information requested in the bidding documents related to the specific project team members and project approach.

The specifications required each bidder to provide a separate unit price for the supply and installation of different sized meters at each residential location by a licensed plumber. Also included in the bid documents is the installation of a fixed base water meter reading network whereby meters are read throughout the Village via two-way radios without the need for a water meter reader to visit each residential property. Staff requested additional pricing for the installation of valves on water service lines and electrical grounding straps on an as needed basis. Finally, the specifications included provisions for the replacement of 55 large meters (1 ½” and larger) as well.

In summary, staff determined that HD Supply Waterworks is the lowest, responsible bidder. The proposed equipment and technology are compatible to the fullest extent they can be to the Village existing system. The company's bid prices are consistent with the expectations of the Village based on staff research. The HD Supply Waterworks bid, using the Sensus, Inc. system, meets the Village's goals of improving water accountability, reducing expenses through the use of technology, improving customer service, and reducing environmental impacts associated with water loss and meter reading.

Attached for your consideration is the proposed contract with HD Supply Waterworks. This contract utilizes the Village's standard terms and conditions and has been reviewed by the Village Attorney. Since this is a unit price contract, the final contract cost will be determined based on the final number of installed units. If approved, the specifications require that the fixed base network be installed and operating three months from the date of contract execution, and the contractor complete all meter installations one year from the date of the contract execution. HD Supply Waterworks has indicated that they will meet this schedule.

Staff recommends that the Board approve a contract with HD Supply Waterworks, Ltd. in a total contract amount of \$1,444,218 and in final form satisfactory to the Village Manager and Village Attorney.

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**CONTRACT BETWEEN
THE VILLAGE OF LA GRANGE
AND HD SUPPLY WATERWORKS, LTD.
FOR REPLACEMENT WATER METERS**

Contract Number: P2009-003

5-C.4

**CONTRACT BETWEEN
THE VILLAGE OF LA GRANGE
AND HD SUPPLY WATERWORKS, LTD.
FOR REPLACEMENT WATER METERS**

Contract Number: P2009-003

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WATER METER REPLACEMENT CONTRACT

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CONTRACTOR’S CERTIFICATION

PERFORMANCE BOND

LABOR AND MATERIALS PAYMENT BOND

ATTACHMENT A - Supplemental Schedule of Contract Terms

ATTACHMENT B - Specifications

ATTACHMENT C - List of Drawings

ATTACHMENT D - Special Project Requirements

APPENDIX 1 - Prevailing Wage Ordinance

APPENDIX 2 - Manufacturer’s Warranty

5-C.6

CONTRACT BETWEEN
THE VILLAGE OF LA GRANGE
AND HD SUPPLY WATERWORKS, LTD.
FOR REPLACEMENT WATER METERS

Contract Number: P2009-003

In consideration of the mutual promises set forth below, the Village of La Grange, 53 South La Grange Road, La Grange, Illinois, 60525, a public corporation ("Owner"), and **HD SUPPLY WATERWORKS, LTD.**, a Florida limited partnership ("Contractor"), make this Contract as of April 23, 2012, and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

Contractor must, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.
2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.
4. Taxes. Pay all applicable federal, state, and local taxes.
5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

5-c.7

6. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor must commence the Work not later than the "Commencement Date" set forth on Attachment A and must diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date" set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

1.3 Required Submittals

A. Submittals Required. Contractor must submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and must, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("Required Submittals"). Such details must include, but are not limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor must provide three complete sets for each Required Submittal. All Required Submittals, except drawings, must be prepared on white 8-1/2 inch by 11 inch paper. Two blueline prints and one sepia transparency of each drawing must be provided. All prints of drawings must be folded to 8-1/2 inches by 11 inches, or less. All drawings must be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner's Review. All Required Submittals must be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner will have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals will, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal may be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal will be for

the sole purpose of examining the general management, design, and details of the proposed Work, does not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and may not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor is responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract unless the delay is due to circumstances beyond the control of Contractor despite the Contractor's best efforts.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor must, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned is understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor must promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract governs is final, and any corrective work required does not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

1.5 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent and has the necessary capital, facilities, plant, organization, and staff to provide, perform, and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.6 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform, and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Time

Contractor represents and warrants that it is ready, willing, able, and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit

completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work. The Contractor will be not be liable for damage or delay arising out of circumstances beyond the control of Contractor despite the Contractor's best efforts.

1.8 Safety at the Work Site

Contractor is solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. The Work Site is defined for this Contract as each site where a meter is replaced and at each other site at which Work is performed by Contractor or any subcontractor. This requirement applies continuously and is not limited to normal working hours. Contractor must take all safety precautions as necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor must conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way are rendered unsafe by Contractor's operations, Contractor must make such repairs or provide such temporary ways or guards as are acceptable to the proper authorities.

1.9 Cleanliness of the Work Site and Environs

Contractor must keep the Work Site and adjacent areas clean at all times during performance of the Work and must, on completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.10 Damage to the Work, the Work Site, and Other Property

The Work at each part of the Work Site and everything pertaining thereto is provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until that Work is accepted by Owner. Contractor is fully responsible for the protection of all public and private property and all persons. Contractor will have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies unless caused by Owner. Contractor must, promptly and without charge to Owner, repair or replace any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the work.. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.11 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor must perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors and suppliers, used by Contractor must be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor or supplier, does not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract is subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" is deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract must include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors. If any subcontractor fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor must immediately upon notice from Owner terminate such subcontractor. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.12 Simultaneous Work By Others

Owner has the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor must make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor must afford Owner and other contractors reasonable opportunity for the execution of such other work and must properly coordinate the Work with such other work.

1.13 Occupancy Prior to Final Payment

Owner will have the right, at its election, to use or place in service any part of the Work located at an Owner site prior to Final Payment. The use or placement in service must be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No use or placement in service may be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, nor may it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.14 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner has the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice must state the extent and effective date of such termination or suspension. On such effective date, Contractor must, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend

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Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.14A above, Owner must pay Contractor the contract price for Work completed through the date of termination, plus amounts for special order materials or materials not returnable to the manufacturer for credit and materials in the course of production if production cannot reasonably be halted.

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

Owner has the right, by written order executed by Owner, to make changes in the Contract, the Work, any portion of the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time must be made within two business days after receipt of such Change Order, and may, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order will entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor must, after timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time will be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, may be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III: CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work are subject to inspection and testing by Owner or its designated representatives. Contractor must furnish, at its own

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expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work must be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner must pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor must pay such cost.

C. Correction. Until 45 days after a component of the Work is erected, installed, or otherwise affixed and that component has been placed into operation or service, Contractor must, promptly and without charge, repair, correct, or replace that component or any part of that component that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components will be free from defects and flaws in design, workmanship, and materials; must strictly conform to the requirements of this Contract and will be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. This warranty applies to each component of the Work for one year. The one-year warranty period commences for a component 45 days after the component has been properly erected, installed, or otherwise affixed and that component has been placed into operation or service (the "One-Year Warranty Period"). This warranty is in addition to the warranties provided in the Technical Specifications in Attachment B to this Contract and to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor must, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within the One-Year Warranty Period. If a component of the Work has been so corrected, then the One-Year Warranty Period for that component will be extended for a period of one-year period as to installation and workmanship (but not as to any element of functionality of that component that is covered by a manufacturer's warranty) commencing on the date of completion of the correction. The time period established in this Subsection B relates only to the specific obligation of Contractor to correct Work and may not be construed to establish a period of limitation with respect to the other warranty obligations and other general obligations that Contractor or any manufacturer has under this Contract.

C. Subcontractor and Supplier Warranties. Contractor is required to provide Owner, by proper assignment or other legal and enforceable mechanism, the manufacturer's warranties stated in the Technical Specifications in Attachment B to this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner is entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV: FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor must provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("Bonds"). Contractor must, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranties pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor must provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies must be in a form, and from companies, acceptable to Owner. Such insurance must provide that no change, modification in, or cancellation of any insurance becomes effective until the expiration of 30 days after written notice thereof has have been given by the insurance company to Owner. Contractor must, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

4.3 Indemnification

Contractor hereby agrees to and will indemnify, save harmless, and defend Owner and all of it elected officials, officers, employees, attorneys, agents, and representatives against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or

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concurrent negligence or fault of Contractor, except to the extent caused by the negligence of Owner.

ARTICLE V: PAYMENT

5.1 Contract Price

Owner must pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor must accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and will not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price will be paid in installments in the manner set forth in Attachment A ("Progress Payments").

B. Pay Requests. Contractor must, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("Pay Request"). Owner may, by written notice to Contractor, designate a specific schedule on or before which Pay Requests must be submitted. Each Pay Request must include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

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A. Notice of Completion. When the Work has been completed and all final elements of the Work are ready in all respects for acceptance by Owner, Contractor must notify Owner and request a final inspection (“Notice of Completion”). Contractor’s Notice of Completion must be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract (“Punch List Work”).

B. Punch List and Final Acceptance. The Work may be finally accepted when, and only when, the whole and all parts thereof have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor’s Notice of Completion, Owner must make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. After Contractor’s completion or correction of all Punch List Work, Owner must make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work (“Final Acceptance”).

C. Final Payment. As soon as practicable after Final Acceptance, Contractor must submit to Owner a properly completed final Pay Request in the form provided by Owner (“Final Pay Request”). Owner must pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract (“Final Payment”). Final Payment must be made not later than 30 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment will operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract may be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items will, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title will not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor must, from time to time at Owner’s request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor

performed, or other thing done in connection with the Work or this Contract (“Lien”) and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor must, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner will have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys’ fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section does not operate to relieve Contractor’s surety or sureties from any of their obligations under the Bonds, nor may it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner’s retention of funds pursuant to this Section is deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner will have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner’s interests would thereby be served.

5.6 Deductions

A. Owner’s Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner’s other rights or remedies, Owner will have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys’ fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner’s remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner is entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor has either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner is entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys’ fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI: DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor must, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within three business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor is conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor will be held to resolve the dispute. Within three business days after the end of the conference, Owner must render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it must, within three business days, give Owner notice thereof and, in such notice, must state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor will be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision. Nothing in this Subsection B shall be construed to limit either party's right to file a legal action arising out of this Contract or any claims arising therefrom in a court of competent jurisdiction.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor will be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of

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written notice of such Event of Default, then Owner will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
7. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously

approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified will automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

**ARTICLE VII: LEGAL RELATIONSHIPS
AND REQUIREMENTS**

7.1 Binding Effect

This Contract is binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party is deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor will act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract may be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it is found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor will be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract will, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is,

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directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor may not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval will not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may not assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work must be held confidential by Contractor and may not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner may constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor may be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract must be in writing and are deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

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Notices and communications to Owner must be addressed to, and delivered at, the following address:

Village of La Grange
53 South La Grange Road
La Grange, Illinois 60525
Attention: Ryan Gillingham
Director of Public Works

with a copy to:
Holland & Knight LLP
131 South Dearborn Street, 30th Floor
Chicago, Illinois 60603
Attention: Mark Burkland

Notices and communications to Contractor must be addressed to, and delivered at, the following address:

HD Supply Waterworks, Ltd.
220 S. Westgate
Carol Stream, IL 60188
Attention: Gerald Plotke

The foregoing may not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address is effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws includes such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws

A. Compliance Required. Contractor must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (see Subsection C of this Section) (a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate applies to this

Contract); any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act, 15 USC §§ 651 et seq.

B. Liability for Fines, Penalties. Contractor is solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

C. Prevailing Wage Act. Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"), must submit to the Village a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the contractor or subcontractor that certifies that (A) such records are true and accurate, (B) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act, and (C) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. Contractor may rely on the certification of a subcontractor, provided that Contractor does not knowingly rely on a subcontractor's false certification. Upon two business days' notice, Contractor and each subcontractor must make available for inspection the records required to be made and kept by the Act (i) to the Village and its officers and agents and to the Director of the Illinois Department of Labor and his or her deputies and agents and (ii) at all reasonable hours at a location within the State.

D. Required Provisions Deemed Inserted. Every provision of law required by law to be inserted into this Contract is deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor will pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor must promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a

substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor must pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner will have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days is construed to refer to calendar days.

7.14 Severability

The provisions of this Contract will be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract is held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract will be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract is effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

All signatures appear on next page

WATER METER REPLACEMENT CONTRACT

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in five original counterparts as of the day and year first written above.

VILLAGE OF LA GRANGE

By: _____
Elizabeth M. Asperger
Village President

Attest:

By: _____

Name: _____

Title: _____

HD SUPPLY WATERWORKS, LTD.

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

5-C.25

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

[insert contractor name and address here:] _____

as Principal (hereinafter called the "Contractor") and

[insert surety name and address here:] _____

organized and existing under the laws of the State of _____ (hereinafter called the "Surety")

are held and firmly bound unto Village of La Grange, 53 South La Grange Road, La Grange, Illinois, as the obligee (hereinafter called the "Owner"), in the full and just sum of [insert full contract price here:] \$ _____ for the payment of which sum of money well and truly to be made, the Contractor and the Surety bind themselves and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of the Contractor's failure to promptly and faithfully perform its contract with the Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of the Surety under this bond.

WHEREAS, the Contractor has entered into a written agreement dated [insert contract date here:] _____, 2012, with the Owner titled "Contract Between The Village Of La Grange And Hd Supply Waterworks, Ltd. For Replacement Water Meters" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of the Contractor under the contract, including but not limited to the Contractor's obligations under the Contract, (1) to provide, perform, and complete at the Work Site and in the manner specified in the Contract all necessary Work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for removal of existing water meters, installation of new water meters, installation of communications equipment and all other Work described in the Contract or ancillary or related thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Attachment A of the Contract; (3) to procure and furnish all bonds, certificates, and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of the Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of the Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of the Owner or the Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or

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specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service, or site; or in or to the mode or manner of payment therefor shall in any way release the Contractor and the Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of the Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by the Contractor or of the Owner's termination of the Contractor being hereby waived by the Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of the Surety under this bond in the event of the Contractor's default be greater than the obligations of the Contractor under the Contract in the absence of the Contractor default.

In the event of a default or defaults by the Contractor, the Owner shall have the right to take over and complete the Contract on 30 calendar days' written notice to the Surety, in which event the Surety shall pay the Owner all costs incurred by the Owner in taking over and completing the Contract.

At its option, the Owner may instead request that the Surety take over and complete the Contract, in which event the Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days after the date on which the Owner notifies the Surety that the Owner wants the Surety to take over and complete the Contract.

The Owner shall have no obligation to actually incur any expense or correct any deficient performance of the Contractor to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed this _____ day of _____ 2012.

Attest/Witness:

PRINCIPAL

By: _____

By: _____

Title: _____

By: _____

Attest/Witness:

SURETY

By: _____

By: _____

Title: _____

By: _____

5-C-28

LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

[insert contractor name and address here:] _____

_____ as Principal (hereinafter called the "Contractor") and

[insert surety name and address here:] _____

_____ organized and existing under the laws of the State of _____ (hereinafter called the "Surety")

are held and firmly bound unto Village of La Grange, 53 South La Grange Road, La Grange, Illinois, as the obligee (hereinafter called the "Owner"), for the use and benefit of itself and of claimants as hereinafter defined (the "Claimants") in the full and just sum of [insert full contract price here:] \$ _____ to be paid to the Owner or the Claimants or the Owner's or the Claimant's assigns, to which payment well and truly to be made the Contractor and the Surety bind themselves and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs, and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of the Surety under this bond.

WHEREAS, the Contractor has entered into a written agreement dated [insert contract date here:] _____, 2012, with the Owner titled "Contract Between The Village Of La Grange And Hd Supply Waterworks, Ltd. For Replacement Water Meters" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Contractor shall promptly pay or cause to be paid all sums of money that may be due to any Claimant with respect to the Contractor's obligations under the Contract: (1) to provide, perform, and complete at the Work Site and in the manner specified in the Contract all necessary Work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for removal of existing water meters, installation of new water meters, installation of communications equipment and all other Work described in the Contract or ancillary or related thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of the Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a Claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor to provide, perform, or complete any part of the Work.

The Contractor and the Surety hereby jointly and severally agree that every Claimant that has not had all just claims for the furnishing of any part of the Work paid in full, including without limitation all

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claims for amounts due for materials, lubricants, oil, gasoline, rentals of or service or repairs on machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of that Claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due that Claimant, and may have execution therein; provided, however, that the Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 2 of the Illinois Compiled Statutes shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

The Contractor and the Surety hereby jointly agree that the Owner may sue on this bond if the Owner is held liable to, or voluntarily agrees to pay, any Claimant directly, but nothing in this bond shall create any duty on the part of the Owner to pay any Claimant.

The Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of the Owner or the Contractor to the other in or to the terms of the Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service, or site; or in or to the mode or manner of payment therefor shall in any way release the Contractor and the Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of the Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by the Contractor or of the Owner's termination of the Contractor being hereby waived by the Surety.

Signed and sealed this ____ day of _____ 2012.

Attest/Witness:

CONTRACTOR

By: _____

By: _____

Title: _____

By: _____

Attest/Witness:

SURETY

By: _____

By: _____

Title: _____

By: _____

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ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

Water Meter Replacement Project. See the description include with the Technical Specifications for the project attached as Attachment A to the Contract.

2. Work Site:

All meter locations in the Village of La Grange. See the description include with the Technical Specifications for the project attached as Attachment A to the Contract.

3. Permits, Licenses, Approvals, and Authorizations:

Contractor must obtain all required governmental permits, licenses, approvals, and authorizations, including without limitation all FCC licenses and approvals on behalf of the Village of La Grange. Contractor is not requirement to obtain the following licenses:

No Exceptions

4. Commencement Date:

The Date of execution of the Contract by Owner.

5. Completion Date:

365 days after the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

_____, 20____, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

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6. Insurance Coverage:

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

\$ 500,000 injury-per occurrence

\$ 500,000 disease-per employee

\$ 500,000 disease-policy limit

Such insurance must evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$ 1,000,000 for vehicles owned, non-owned, or rented.

All employees must be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

(1) General Aggregate: \$ 2,000,000

(2) Bodily Injury:

\$ 1,000,000 per person

\$ 1,000,000 per occurrence

(3) Property Damage:

\$ 1,000,000 per occurrence, and

\$ 2,000,000 aggregate.

(4) Other Coverage: _____

Coverages must include:

- Premises/Operations

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- Products/Completed Operations (to be maintained for two years following Final Payment)
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

“X”, “C”, and “U” exclusions must be deleted.

Railroad exclusions must be deleted if Work Site is within 50 feet of any railroad track.

All employees must be included as insured.



- D. Builders Risk Insurance. This insurance must be written in completed value form, must protect Contractor and Owner against “all risks” of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement and collapse, and must be designed for the circumstances that may affect the Work.

This insurance must be written with limits not less than the insurable value of the Work at completion. The insurable value must include the aggregate value of Owner-furnished equipment and materials to be constructed or installed by Contractor.

This insurance must include coverage while equipment or materials are in warehouses, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance must include coverage while Owner is occupying all or any part of the Work prior to Final Payment without the need for the insurance company’s consent.



- E. Owner’s and Contractor’s Protective Liability Insurance. Contractor, at its sole cost and expense, must purchase this Insurance in the name of Owner with a combined single limit for bodily injury and property damage of not less than \$_____.

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F. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

G. Deductible. Each policy must have a deductible or self-insured retention of not more than \$_____.

H. Owner as Additional Insured. Owner must be named as an Additional Insured on the following policies:

Comprehensive Motor Vehicle Liability
Comprehensive General Liability

The Additional Insured endorsement must identify Owner as follows:

The Village of La Grange and its boards, commissions, committees, authorities, employees, agencies, officers, voluntary associations, and other units operating under the jurisdiction and within the appointment of its budget.

I. Other Parties as Additional Insureds. In addition to Owner, the following parties must be named as additional insured on the following policies:

<u>Additional Insured</u>	<u>Policy or Policies</u>
_____	_____
_____	_____
_____	_____

7. Contract Price:

SCHEDULE OF PRICES

A. For providing, performing, and completing all Work related to the supply and installation of water meters and meter interface units within individual properties throughout the Village, the sum of the products resulting from multiplying the

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ATTACHMENT A

number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

SCHEDULE OF UNIT PRICE ITEMS

No.	Item Description	Units	Quantity	Unit Price	Extended Price
Water Meters					
1	Supply and install 5/8" Water Meter including Meter Interface Unit (This line item includes both 5/8" x 1/2", 5/8" x 3/4", and 3/4" short water meters as determined by the owner. Unit price for all three meter descriptions will be the same.)	Each	4000	\$305.00	\$1,220,000.00
2	Supply and install 3/4" Water Meter including Meter Interface Unit (This line item includes 3/4" long water meters as determined by the owner. Unit price for either meter will be the same.)	Each	29	\$320.00	\$9,280.00
3	Supply and install 1" Water Meter including Meter Interface Unit	Each	105	\$360.00	\$37,800.00
4	Replace/Retrofit existing touch pads with new Meter Interface Unit for existing meters that are not being replaced	Each	200	\$155.00	\$31,000.00
5	Replace existing radio read MXU with new Meter Interface Unit for existing meters that are not being replaced	Each	200	\$50.00	\$10,000.00
6	Additional Cost to install 5/8", 3/4" or 1" meter in pit location	Each	15	\$30.00	\$450.00
				Subtotal	\$1,308,530.00
Fixed Network Automatic Water Meter Reading System					
7	Supply, install, configure and test collector, collector antenna, mounting hardware, computer equipment, software and all other items necessary for the complete installation of a fixed based network automatic water meter reading infrastructure system per the technical specifications.	Lump Sum	1	\$64,670.00	\$64,670.00
8	Hand held device to communicate with individual MIU	Each	1	\$0.00	\$0.00
				Subtotal	\$64,670.00
Additional Unit Price Items					
9	Annual Maintenance Service Contract For Equipment and Software (5 year guaranteed price) (Future Expense after contract completed)	Each Year	0	\$5,150.00	\$0.00
10	Installation of 1/2" ball valve	Each	25	\$115.00	\$2,875.00
11	Installation of 3/4" ball valve	Each	75	\$115.00	\$8,625.00
12	Installation of 1" ball valve	Each	50	\$125.00	\$6,250.00
13	Install owner supplied 1 1/2" Water Meter Sensus Omni Meter including Meter Interface Unit	Each	37	\$320.00	\$11,840.00
14	Install owner supplied 2" Water Meter Sensus Omni Meter including Meter Interface Unit	Each	15	\$330.00	\$4,950.00
15	Install owner supplied 3" Water Meter Sensus Omni Meter including Meter Interface Unit	Each	3	\$580.00	\$1,740.00

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ATTACHMENT A

16	Supply 1 1/12" Water Meter Sensus Omni Meter – R2	Each	37	\$466.00	\$17,242.00
17	Supply 1 1/12" Water Meter Sensus Omni Meter – R2	Each	37	\$654.00	\$9,810.00
18	Supply 1 1/12" Water Meter Sensus Omni Meter – R2	Each	37	\$1,062.00	\$3,186.00
19	Supply and install grounding straps across meter	Each	500	\$9.00	\$4,500.00
				Subtotal	\$71,018.00
				Total	\$1,444,218.00

TOTAL CONTRACT PRICE

\$1,444,218
(in figures only)

8. Progress Payments:

A. General. Subject to the next sentence of this paragraph, Owner must pay to Contractor the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. Owner shall retain 10 percent of the amount the aggregate progress payments until owner has accumulated \$75,000 of retainage. The retainage shall be paid to Contractor as part of the Final Payment in accordance with the provisions of this contract.

B. Value of Work. The Value of the Work will be determined as follows:

- (1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor must, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner (“Breakdown Schedule”). The sum of the items listed in the Breakdown Schedule must equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule must be revised and resubmitted until acceptable to Owner. No payment may be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner will have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such

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Payments based on Owner's determination of the value of the Work completed.

- (2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work will be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place will be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and may not be used in establishing the Progress or Final Payments due Contractor. The Contract Price will be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

- C. Application of Payments. All Progress and Final Payments made by Owner to Contractor will be applied to the payment or reimbursement of the costs with respect to which they were paid and will not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

9. Per Diem Administrative Charge:

_____ (in figures only)

No Charge

5-c.37

TECHNICAL SPECIFICATIONS

1.0 Project Description

This contract is for the (1) the supply and installation of water meters throughout the Village and (2) supply and installation of a fixed based automatic water meter reading system according to the below specifications contained herein (collectively the “Water System”). The Village will own all components of the Water System, including the collectors, meters, meter interface units (MIU), software, and every other component.

2.0 Project Schedule and Milestones

- 2.1 The contractor shall first install the water meter reading network equipment and infrastructure prior to installing any water meters. The network shall be fully functional, tested and approved by the Village before initiation of the replacement of the water meters. The network shall be completed within three months after the Commencement Date.
- 2.2 The contractor shall be responsible for the ability to read water meters from the current system and new network during the transition period from the old system to the new system.
- 2.3 All new water meters must be installed, operational and approved by the Village 365 days after the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract.

3.0 Supply and Installation of Water Meters Including Meter Interface Unit (MIU)

3.1 Water Meters

3.1.1 Supply, deliver, install and test potable water meters. Meters furnished shall exceed the performance required by the “Standard Specifications for Cold Water Meters” – C700, latest revision issued by AWWA or as otherwise stated and modified below.

3.1.2 Length must conform to the chart below:

Sizes	Lay Lengths
5/8"	7-1/2"
5/8" x 3/4"	7-1/2"
3/4" Short	7-1/2"
3/4" Regular	9"
1"	10-3/4"

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ATTACHMENT B

- 3.1.3 All Meters shall have imprinted on them, the size and direction of water flow through the meter.
- 3.1.4 The body shall be completely lead-free and meet the AB1953, ANSI/NSF Standard 61 requirement.
- 3.1.5 The register must be a liquid crystal display with visual indicators for meter reading, leak indicator, and battery indicator.
- 3.1.6 The register shall have a 9-digit display with 8 of the 9 wheels readable and programmable.
- 3.1.7 Registers shall have a published battery warranty lasting 20 years.
- 3.1.8 When a meter is to be installed in a vault or pit set installation, screw terminal connections are not acceptable. The register shall utilize a magnetic coupling technology to connect a 3-wire cable to a touch read, radio read, or fixed base meter reading system. The magnetic coupling shall be completely water proof and warranted against water intrusion.
- 3.1.9 The register will transmit an odometer reading to the meter interface unit containing from 1 to 8 digits (field programmable) and a user defined alphanumeric identification of up to 12 characters (field programmable).
- 3.1.10 The register shall also have the ability to be programmed to output a factory set, non-programmable identification number, Customer Text of up to 20 alphanumeric characters (field programmable), a reading multiplier (field programmable), and/or a reading measurement unit indicator (for example, US Gallons- field programmable).
- 3.1.11 Meters shall conform minimally to current AWWA C-700, current revision, test flows, head loss and accuracy standards, except as indicated in these specifications.
- 3.1.12 Meters shall operate up to a working pressure of 150 pounds per square inch (psi), without leakage or damage to any parts. The accuracy shall not be affected by variation in pressure up to 150 psi.
- 3.1.13 Meters shall meet the flow ranges indicated in the chart below:

Sizes	Normal Operating Flow Range (98.5% - 101.5%)		Low Flow Registration (95% - 101.5%)
5/8"	.11 GPM	25 GPM	.03 GPM
5/8" x 3/4"	.11 GPM	35 GPM	.03 GPM
3/4" short	.11 GPM	35 GPM	.03 GPM
3/4" regular	.11 GPM	35 GPM	.03 GPM
1"	.40 GPM	55 GPM	.4 GPM

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- 3.1.14 Test data shall be supplied by the manufacturer that confirms that the proposed meters meet the flow ranges in above chart.
- 3.1.15 The meter's accuracy shall be warranted to perform to the accuracy levels set forth in the above chart for 20 years as per the manufacturer's warranty attached as Appendix 2.
- 3.1.16 Meter shall be able to indicate an empty pipe situation. If the meter is bypassed or taken out of service, an alarm shall be sent to the utility via the meter reading system.
- 3.1.17 Meters shall have the capability to indicate reverse flow conditions within the meter.
- 3.1.18 Meter shall indicate failure due to tampering efforts.
- 3.1.19 Meter shall have the ability to store 1,056 data points for data logging information including peak flow and volume in a predetermined interval.
- 3.1.20 Each meter will be paid for at the unit prices indicated in the schedule of prices. The unit price includes the cost of the meter, meter interface unit (MIU), installation of the meter, any wiring between the meter and the MIU, and any other items necessary for the delivery, supply, coordination, and installation of new water meters at individual properties. The pay item for the water meter will be based on the size of the meter. Not included in the cost of the meter supply and installation is any additional plumbing work necessary to install the water meter such as the addition of a shut off valve.
- 3.1.21 Additional plumbing work necessary for the installation of the water meter shall meet all applicable plumbing codes.
- 3.1.22 All work to be performed by a licensed plumber including the installation of the meter.

3.2 Meter Interface Unit (MIU)

- 3.2.1 The MIU shall be provided and installed by the contractor for each meter throughout the Village. Retrofitting existing Sensus touch read pads is acceptable in order to be able to transmit to new automatic meter reading infrastructure. The cost of installing the water meter shall include the new MIU or retrofit of existing touch read pad as part of the unit price of installing the water meter. Also included in the cost of providing and installing the water meter are any wires, brackets, and other items necessary for the complete installation of the water meter and MIU.
- 3.2.2 Existing wires for current system is two wires. If proposed system requires three wires, the cost of installing new wires should be included with the cost of installing the water meters.
- 3.2.3 The radio system will have the ability to read meters equipped with absolute encoder registers. The encoder register will be connected to an endpoint that will provide the radio link from the meter to the data

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collector. The MIU shall be migratable from walk-by, drive-by, to fixed base without the necessity of a site visit once installed. The MIU shall utilize two-way communications with the data collector to allow for over-the-air communications between the two devices for re-programming and time synchronization. The MIU shall be configurable via over-the-air communications.

- 3.2.4 Each MIU shall provide a unique pre-programmed unique identification ID numbers. Each MIU shall be labeled with the ID number in both numeric and bar code form. The label shall also display FCC approval information, manufacturer's designation, and date of manufacture.
- 3.2.5 The MIU will be available in both a one port and two port design that will allow two-meter attachment thus allowing for one radio to be utilized for two meters where desired.
- 3.2.6 The MIU will provide multiple transmissions per day with a minimum of (4) per day, with the option for hourly readings. The MIU shall have the ability for time synchronization. In addition, if the MIU is configured in hourly usage/consumption profile mode the MIU shall provide in addition to the daily meter reading a data packet with hourly consumption data for the previous 24 hours.
- 3.2.7 The endpoint will need to store hourly readings and the system shall be configured to backfill any readings from transmissions that may be missed for a period of 7 days. After being transmitted from the meter endpoint, transmissions must be immediately received (and have storage capacity at the collector for a minimum of 30 days) and then sent to the back-end server for access.
- 3.2.8 If wiring between the MIU and encoder register has been disconnected / cut, a "non-reading" shall be transmitted indicating wire tamper.
- 3.2.9 The system should have the ability to validate that the installation is successful at the installation site. The system shall also provide for the provision to interrogate the transmitter to extract a reading that will be displayed on the programmer. The installation tool shall display the MIU ID number, valid meter reading and the signal strength (SNR= Signal to Noise Ration) of the communication between the MIU and data collector.
- 3.2.10 The MIU shall have the capability of sending alarms for leak, tamper, and backflow when connected to an absolute encoder register and leak alerts when connected to an acoustic leak sensing device.
- 3.2.11 The power output for the MIU shall be a minimum of 2 watts output power from the MIU.
- 3.2.12 The endpoint MIU shall be enclosed in a two-piece molded plastic housing capable of being installed inside a business or residence and outside above ground. The electronics of the transmitter shall be sealed in a high density polyethylene (HDPE) enclosure that is waterproof and

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provides an operating temperature between – 40 degrees F and + 165 degrees F. The two-piece enclosure must contain the unit components including, HDPE enclosure, battery, and wire connections. Endpoint transmitter must also have the ability to provide leak detection capability.

- 3.2.13 The MIU will have the capability of storing a Buyer defined programmable utility code. The utility code will be used to separate different classes of meters and differentiate the MIU in multi-utility installations.
- 3.2.14 The MIU must have the capability, in terms of range and operation, of providing readings in variable weather types.
- 3.2.15 All equipment must comply with current Federal Communications Commission (FCC) requirements, which include proper labeling of the MIU. The Contractor must have supporting documentation available upon request to verify compliance.
- 3.2.16 The enclosure must house the complete one port or two-port MIU, which includes electronics, battery compartment, and connections.
- 3.2.17 The MIU must contain labels within the unit to aid in and simplify installation. All wiring must be color coded and easily identifiable.
- 3.2.18 As a minimum, the MIU including the battery from the date of installation shall be warranted for twenty (20) years.
- 3.2.19 MIU must provide the same functionality for both indoor water meters and those located in pit settings. Module proposed for pit setting must be able to withstand the harsh pit environment and have no exposed electrical connections.
- 3.2.20 Indoor remote must function accurately and not be damaged within humidity environments of 0% to 95% relative humidity.
- 3.2.21 Automatic Water Meter Reading Infrastructure must be compatible with multiple meter manufacturers.
- 3.2.22 Some of the Village's existing meters are relatively new and do not require replacement. For these meters, the Contractor's proposed MIU must be able to connect to all absolute encoder-type registers. A separate line item in the bid is included for the installation of a MIU to an existing water meter. Any additional wiring is included in the cost of installing the new MIU on an existing meter.

3.3 Installation of Water Meters

- 3.3.1 The scope of work includes scheduling appointments, coordinating with water meter suppliers for delivery, removal of existing water meter, installation of new water meter, installation of touch read module, and proper documentation of installation on Village approved forms. Prices include all labor to perform these functions, plus any wire, gaskets, seals

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- and accessories necessary to successfully install new meter. The cost of installation is included in the unit price for each meter.
- 3.3.2 The installation of all water meters is to be performed by a plumbing contractor licensed by the State of Illinois. All site installation personnel employed on this project will be subject to background checks and shall at all times carry a suitable photo ID and/or other identification approved by the Village. All vehicles used by the successful Contractor shall at all time display the name and phone number of the company performing the site installation.
 - 3.3.3 At no time shall the installer start an installation and then leave it unfinished. At no time shall the installer leave a site installation lacking water service.
 - 3.3.4 Prior to an installation, the installer shall determine if additional plumbing work is required beyond the specified scope of the contract. If so, the installation shall be rescheduled and both the property owner and the Village shall be notified. Arrangements for the additional plumbing shall remain the property owner's responsibility. Once the additional plumbing work has been completed the installation will be rescheduled.
 - 3.3.5 Contractor shall be required to leave the installation site in a clean and neat condition, equal to, or better, than the original condition for the site. The installer shall remove the replaced equipment from the site and will be responsible for its proper disposal. The old meter shall become the property of the contractor. The unit price for the meters should reflect any salvage value for the old meters.
 - 3.3.6 The installer will be required to document the installation with the property owner. A form will be developed that will include the name, address, and phone number of the property owner as well as the serial number of the new meter, the date and time of the installation, final meter read, and other relevant data the Village may need. The property owner will sign off the data sheet and verify the final reading as an indication that the work was performed without incident.
 - 3.3.7 The installation shall require the installer to test the new equipment to make sure it is functioning properly. The install will be sure that there are no leaks at the site that are related to the installation.
 - 3.3.8 Any non standard installation, including missing or tampered meter, or flagrant code violations observed by the installers is to be reported to the Village immediately.
 - 3.3.9 Contractor shall conduct installations by route, or group of routes. Route groups should be based on geographic proximity and logistics, and neighborhoods determined by the Village in discussion with the Contractor. The Village retains the right to prioritize neighborhoods, or to reorganize priorities, both before the program begins and during the program. Unless approved in writing by the Village, the Contractor shall

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complete at least 90 percent of the installations in one route or group of routes before commencing installation on the next route. Exceptions to the requirement to complete an installation may be granted by the Village.

- 3.3.10 The contractor performing the installation of the water meter shall notify the property owner and the Village of any observed deficiencies in the electrical grounding across the meter. If grounding across the meter is missing, the contractor will install a grounding strap with a minimum size of 4 gauge wire at the unit price for electrical grounding. The contractor will mark on the final reading sheet to the property owner that a ground strap was installed. The contractor is responsible for ensuring the safety of the installer and complying with all safety regulations.
- 3.3.11 Contractor shall be responsible for scheduling all appointments for installation with Village residents and businesses. Approval of the method used must be granted by the Village before contact is made. The Contractor shall make, at a minimum, three appointment attempts in writing before notifying the Village and requesting assistance.
- 3.3.12 The Village and the Contractor shall establish an overall schedule for installation of the entire project. On the first work day of each week, the Contractor will provide the Village an updated schedule of where work is planned for the next 3 weeks.
- 3.3.13 Contractor shall propose normal work hours, which must be approved by the Village. Installers must be available for evening and Saturday installations, as well as for installations that must be conducted at other times because of special needs. Hours must include evenings until 8:00 p.m. Contractor must anticipate significant workloads during weekend and evening hours to accommodate customer's desires to avoid taking time off from work. Contractor should expect that some meter replacements will occur in the evenings and on weekends. No additional compensation will be provided for appointments that occur in the evening or on weekends.
- 3.3.14 A listing of all installation appointments to be visited by Contractor's installation each day shall be electronically transmitted to the Village each work day prior to 7:00 a.m. At the end of the day, the Contractor shall transmit electronically to the Village information on work performed in a Village approved file format.
- 3.3.15 Contractor shall provide the Village with monthly status reports detailing the number of installations performed, problems encountered, work remaining and any schedule adjustments.
- 3.3.16 For 90 days after the Village was notified of a given installation, Contractor must respond to calls from the customer associated with that installation or Village concerning leaks, loss of service, low pressure, and other problems associated with installation on a 24-hour-per-day basis. Contractor must respond within one (1) hour of receiving the call and

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arrive at customer's premises ready to correct any problems within three (3) hours of receiving the call. If Contractor fails to respond, the Village will assess liquidated damages of \$300 plus \$100 per hour until the contractor responds or the Village makes repairs, plus Village's direct costs to make repairs. Such penalties and costs to be deducted from the amount owed to the Contractor. Contractor shall provide this access for a minimum of 90 days after complete of the project. Contractor shall maintain a log of all such calls and their resolution, and provide to the Village a copy of the log daily, using e-mail or another mutually accepted electronic means.

3.3.17 Each installation will be accepted by the Village conditioned upon:

3.3.17.1 Electronic submission of a list of completed installations containing for that installation the premise identification number, address, old and new meter serial numbers, old and new meter readings, MIU serial number, location of meter and MIU, installer's name, Contractor's inspector's name, and all other information relevant to the installation; and,

3.3.17.2 Receipt or access to required digital photographs;

3.3.17.3 At its option, satisfactory inspection by the Village; and,

3.3.17.4 Confirmation that MIU ID numbers, meter register numbers, and other information have been correctly captured in the automatic reading system database and/or the Village's project management database for each customer's premises; and,

3.3.17.5 Successful capture of 98.5 percent of the scheduled readings over 3 days.

3.3.18 If the Village finds discrepancies in the conditions of acceptance for 12 months after the date it was notified of installation, the Village shall remand the work to the Contractor for correction.

3.3.19 Data logging time slots must be time synchronized and programmable for 15 minutes, 30 minutes, 60 minutes, or daily.

4.0 Supply and Installation of Fixed Base Automatic Water Meter Reading Infrastructure

4.1 Fixed Base Automatic Water Meter Reading Infrastructure

4.1.1 The Base Station shall receive and process the readings from the meter transmitters, and convey the data immediately to the data management system for storage in the database where it can be viewed by Village personnel. The collection device shall provide for redundant, overlapping coverage of the endpoints.

4.1.2 Each Tower collection device shall provide a live, two-way connection with the back-end computer system. The collection device must be supplied with an 8-hour battery backup in the extent of primary power loss. In the event of a power loss greater than 8 hours, the fixed base

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system shall be able to recover missed reading by backfilling prior readings sent with each transmission for the endpoint.

- 4.1.3 The collection device shall have the ability to maintain at least one primary and one secondary data-link to the back-end-system. Both primary and secondary data links shall provide for two-way Ethernet (TCIP/IP) communications. Both primary and secondary data links can be any form of Ethernet chosen by the Village (wired, wireless, Wi-Fi, fiber, frame relay, leased line, POTS, etc.) The collection device shall have the ability to store up to 30 days of meter reading data from all meter endpoints in its service area in the event of extended failure of data links to the utility office. If communication links cannot be reestablished within 30 days, the system shall allow a laptop computer to be connected to the data collection device to recover reading data.
- 4.1.4 The Village is responsible for recurring monthly charges for cellular service or phone lines after the fixed base automatic water meter reading system is installed.
- 4.1.5 “Demand” or “special reads” must be accomplished in less than five minutes from initiation.
- 4.1.6 If the system loses communications with the MIU it will automatically store up to 30 days of meter reading data. The collection device shall automatically download the stored meter reading data to the system once communications are restored. The system will automatically fill in any missed meter readings from prior transmissions.
- 4.1.7 All computers and services necessary for the operation of the system shall be included in the lump sum price for the installation of a fixed based automatic water meter reading system.
- 4.1.8 The system shall include provisions to ensure data transmission accuracy (for example, error checking), security (for example, encryption), and immunity from outside (electromagnetic) interferences as well as fading and other forms of signal degeneration or attenuation (such as multi-path fading) to prevent accidental loss or interception of customer or meter reading data.
- 4.1.9 The system must ensure data integrity (so that the readings from the meters, ID numbers, and other data are always associated with the correct meter and customer) and data access security. The system must ensure against loss of stored data.
- 4.1.10 The system shall contain tamper detection capability which, when the meter, MIU or any wiring between components has been tampered with (cut wire, etc.) shall cause a tamper message to be indicated when the MIU transmits its data. The Village desires the system to communicate to the control computer immediately upon tamper.

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- 4.1.11 The system should give an indication of unauthorized usage; that is, when the customer account record indicates that the customer has been shut off, the system will flag and specifically report any unauthorized usage.
- 4.1.12 The system should be capable of supporting acoustic leak detection (ALD) to identify potential leaks in the Village's water distribution system.
- 4.1.13 All costs for obtaining FCC licensing on behalf of the Village shall be included in the lump sum price for the fixed base network collection device.
- 4.1.14 The data collection device must be capable of operating in harsh environments.
- 4.1.15 The data collection device must meet all applicable regulatory FCC requirements for such devices. Fixed based network is to operate on a dedicated frequency for water meter reading only in order to limit interference.
- 4.1.16 The system must verify data integrity in every message.
- 4.1.17 The warranty for this data collection unit will be in accordance with manufacturer's warranties attached to this contract.
- 4.1.18 The data collection device must have the capability to receive software upgrades via the network.
- 4.1.19 The data collection device must be capable to interface to a Windows 7 supported computer.
- 4.1.20 The data collection device must provide diagnostics capability to allow troubleshooting via the network.
- 4.1.21 The Village requires a battery backup or an alternative power source for the collection device in the event of a power failure.
- 4.1.22 The Village requires guaranteed reliability to ensure reads are received from each transmitter module under the network on a daily basis.
- 4.1.23 The costs for upgrades to existing power and data infrastructure shall be included in the lump sum price for the fixed base water meter infrastructure.
- 4.1.24 The contractor is responsible for developing a solution that provides the daily water meter reading data to Village Hall located at 53 South La Grange Road.
- 4.1.25 Contractor to evaluate available sites for the ability to transmit wirelessly between the MIU's and fixed based system, existing and required power supply and required data infrastructure necessary to make the system compatible with the Village's financial billing software located at 53 South La Grange Road. All costs for equipment, software, labor, and material necessary to complete the installation, operation, startup and training of the automatic water meter reading system (except for the water

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meters and meter interface units (MIU)) shall be included in the lump sum price item for Automatic Water Meter Reading System.

4.2 Software for Fixed Base Automatic Water Meter Reading System

- 4.2.1 The proposed system must provide the ability to store a minimum of 24 months of data including hourly information.
- 4.2.2 The Village must be able to submit customer data (name, address) to the system via a standard file format (for access and search options in the user interface).
- 4.2.3 Complete data backup and restore capabilities.
- 4.2.4 Software upgrades to the data collection devices and system software as required by the system are included in lump sum price for fixed base system.
- 4.2.5 Future maintenance and software upgrade costs are to be separate from this contract. The contractor shall provide unit prices for these services as indicated in the schedule of prices. The cost of maintenance and software is included in the lump sum price for the fixed base automatic water meter reading infrastructure for the first year.
- 4.2.6 The system should monitor water consumption through the meter and specifically indicate if there is an abnormal increase in water consumption, if there is no time interval (e.g., at night) when the rate of consumption is zero, or if there is a “running continuously” condition.
- 4.2.7 The system should be capable of identifying and quantifying customer leaks (after the meter).
- 4.2.8 The system should detect very large leaks and notify the Village as soon as they are detected.
- 4.2.9 The system should indicate when there is an extended period (e.g., 10 days) of no flow through the meter, or an unusually low consumption over a regular reading interval.
- 4.2.10 The system shall provide software to serve as a middleware between the customer information system (CIS) and the Data Management System. The Data Management Software shall have the ability to accept data from the CIS system and export data back to the CIS system using various outputs in a simple flat text. These formats shall be user configurable and managed within the data management software. This Data Management Software shall provide management reports for the data collected by the fixed base system. This data shall identify all meter reads, all unread meters, high/low meter usage, possible leak conditions, hourly, weekly, monthly, bi-annual, and yearly consumption with selectable date ranges. The Data Management software shall include graphing options.
- 4.2.11 The data collected via the Fixed Base system must be housed locally and remain the property of the utility. The utility shall not be charged “Seat

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Licenses” for access to the system and no special software should need to be loaded onto a computer in order to access the information from an authorized terminal.

- 4.2.12 The Fixed Base AMI system shall have the ability to interface with an Acoustic leak detection system that has the ability to detect leaks in the Village’s distribution lines and report them to the Village via the fixed base system. Acoustic leak detection system shall have the ability to connect via a magnet coupling device and shall be moveable across the system to allow for rapid deployment and removal.
- 4.2.13 The system should monitor water consumption through the meter and specifically indicate if there is an abnormal increase in water consumption, if there is no time interval (e.g., at night) when the rate of consumption is zero, or if there is a “running continuously” condition.

5.0 Training

- 5.1.1 Complete installation and operating instruction must be included for all of the supplied hardware and software equipment. Contractor must include any additional costs for training and assistance to identified Village staff for the installation, programming and operation of the network and meters in the lump sum price. The vendor will also inform the Village what pre-installation activities are to be completed and what support materials will be needed for the initial installation. Contractor must supply Village with written notice outlining pre-installation activities, expected routine and ongoing maintenance, and system performance expectations in the form of a description or statement of work. The cost of installation and training shall be included in the lump sum item for the installation of the fixed base automatic water meter reading system.
- 5.1.2 Prerequisite to Installation. Contractor must provide training to Village staff prior to the operation of the new system.
- 5.1.3 Training on Village Installed Equipment. Contractor should provide all additional training on Village’s system equipment (including the control computer and database) after it is installed, tested and accepted by Village. Training should use real data from Village’s own system.
- 5.1.4 Location. All training shall be done at Village offices and facilities.
- 5.1.5 Training Curriculum. Contractor shall provide thorough training in each of the following areas for the designated number of people. Contractor shall specify teaching method and duration for each of these training sessions. Village training facilities may be used for these sessions.
- 5.1.5.1 All aspects of the AMI system’s operation, including obtaining reads and consumption data from the system; transferring reads and other information between the system and the Village; creating, analyzing, and customizing performance reports; diagnosing potential problems with system components; and

changing or adding customer accounts/MIU/meters to the system, for a minimum of five Village customer service representatives and other employees.

5.1.5.2 Meter reading database management, for a minimum of five Village employees or agents.

5.1.5.3 Installation management and project control, for a minimum of six Village employees or agents.

5.1.5.4 Field installation, for a minimum of five Village employees or agents.

5.1.5.5 Field diagnostics and maintenance, for a minimum of five Village employees or agents.

5.1.5.6 System software, hardware configuration, and all technical equipment maintenance, for a minimum of five Village employees or agents.

6.0 Support

6.1.1 Initial Support Period. Contractor should provide onsite support during the installation period at no additional cost to Village beyond the annual component and software maintenance fees.

6.1.2 Extended Support Period. Contractor should provide telephone and onsite support for the new automatic reading system for a minimum of 20 years from the date of installation. Contractor shall include in this bid a schedule of support costs, terms, and conditions. Contractor shall be renewed at Village's discretion on an annual basis.

6.1.3 Telephone Support. Contractor shall provide trained persons to answer technical questions and guide Village employees through the use or diagnosis of the system through a toll-free number. Telephone support shall be available at a minimum from 7:00 a.m. through 6:00 p.m. Central time Monday through Friday.

6.1.4 Onsite Support. Contractor shall be required to provide onsite assistance at the request of Village. Onsite support should be rendered within twenty four (24) hours of receiving a request for support.

6.1.5 Preventative Maintenance Provisions. Contractor shall provide recommendations and requirements for system preventative maintenance, back-up, archiving, etc.

7.0 Documentation

7.1.1 Contractor provide manuals and customized written procedures sufficient for complete operation and maintenance – including installation, configuration, diagnostics, and repair – of the system, its software, and its components. These shall be available online or on CD/DVD in a printable format.

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- 7.1.2 Manuals for any third-party software components incorporated into the system shall be available online or on CD/DVD in a printable format. Contractor shall promptly update online documents whenever there are any revisions or additions to the manual.
- 7.1.3 System shall include a method to track and monitor all changes to software, hardware, operation and maintenance procedures and equipment.

8.0 Warranty

- 8.1.1 All MIU's, meters and batteries supplied in connection with the contract must be guaranteed to be free from defects in workmanship and shall continue to operate in accordance with these specifications for a period of at least 20 years after the date of acceptance of the work by the Village. The manufacturer's warranty for these items is attached to this contract as Appendix 2. Any MIU, meter or battery that fails during this period must be repaired or replaced at manufacturer's sole cost and expense, plus a direct payment to the Village of \$20.00 to partially defray the cost of clerical effort and a field visit by a Village employee or agent. A repaired or replaced MIU, meter or battery must be guaranteed against failure for an additional 20 years.
- 8.1.2 All Data Collection Units supplied in connection with the contract shall be guaranteed to be free from defects in workmanship for a period of at least 5 years after the date of acceptance by the Village. Any DCU that fails during this period must be repaired or replaced at manufacturer's sole cost and expense. A repaired or replaced DCU must be guaranteed against failure for an additional 5 years.
- 8.1.3 All other AMI system components must be guaranteed to be free from defects for one year after the date of acceptance by the Village as per the manufacturer's warranty attached to this contract as Appendix 2.
- 8.1.4 All installation work, including materials used in the installation performed under this contract, must be guaranteed to be free from defects in workmanship for a period of at least one year after the date of installation.
- 8.1.5 Contractor must provide a written guarantee from the meter manufacturers that there will be no changes of any kind in the design, components, or firmware of the meters and registers it is providing to the Village for 10 years after the meters are installed without first subjecting such equipment to the manufacturers providing AMI system equipment to verify full compatibility and functionality with the AMI manufacturers; MIUs and meter reading equipment installed on the Village's water meters. Such compatibility must be confirmed in writing by the AMI manufacturer. In the event of incompatibility or loss of functionality tired to any changes in the meters, the contractor will be responsible for replacing all such meters installed in the Village.

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8.1.6 AMI vendors must provide a written guarantee that no changes in the software, firmware, or hardware design of components of its MIUs or DCUs that it provides to the Village will be made for 10 years after those components are installed without prior testing and verification that such changes will result in no loss of functionality for the meters incorporated in the Village's AMI system. In the event of such incompatibility or loss of full functionality, the Contractor will be responsible for replacing all of the equipment that is not working.

9.0 Ownership

9.1.1 The Village shall own all meters, MIU and automatic meter reading equipment specified in this contract.

9.1.2 The Village shall own all data collected by the system. Data collected by the new system shall not be used for any purpose without the approval of the Village.

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ATTACHMENT C

LIST OF DRAWINGS

<u>SHEET NOS.</u>	<u>SHEET TITLES</u>	<u>DATE LAST REVISED</u>
	NONE	

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ATTACHMENT D

SPECIAL PROJECT REQUIREMENTS

NONE

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APPENDIX 1

PREVAILING WAGE ORDINANCE

ATTACHED

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VILLAGE OF LA GRANGE

ORDINANCE NO. O-11-14

AN ORDINANCE ASCERTAINING THE PREVAILING RATE OF WAGES
FOR LABORERS, MECHANICS, AND OTHER WORKERS
FOR VILLAGE OF LA GRANGE PUBLIC WORKS PROJECTS IN 2011

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, effective July 1, 1941, and codified as amended at 820 ILCS 130/1 *et seq.* (the "Act"); and

WHEREAS, the Act requires that the Village of La Grange (the "Village") investigate and ascertain the prevailing rate of wages as defined in the Act for laborers, mechanics, and other workers in the locality of the Village who are employed in performing construction of public works for the Village;

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

Section 1. Recitals. The foregoing recitals are hereby incorporated into this Ordinance as findings of the President and Board of Trustees.

Section 2. Ascertainment and Application of Prevailing Wages. To the extent and as required by the Act, the general prevailing rate of wages in this locality for laborers, mechanics, and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Cook County area as determined by the Department of Labor of the State of Illinois as of June 2011, a copy of that determination being attached hereto and incorporated herein by reference as Exhibit A. As required by the Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June 2011 determination and apply to any and all public works construction undertaken by the Village.

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Section 3. Contractors' Responsibility. Each contractor or subcontractor engaged in construction of public works for the Village to which the general prevailing rate of hourly wages are required by the Act to be paid shall submit to the Village a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Act. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor that certifies that (A) such records are true and accurate, (B) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act, and (C) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. A general contractor may rely on the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon two business days' notice, the contractor and each subcontractor shall make available for inspection the records required to be made and kept by the Act (i) to the Village and its officers and agents and to the Director of the Illinois Department of Labor and his or her deputies and agents and (ii) at all reasonable hours at a location within the State.

Section 4. Definitions; Applicability. The definition of any term appearing in this Ordinance that also is used in the Act shall be the same as in the Act. Nothing herein contained shall be construed to apply to the general prevailing rate of wages for Cook County as herein ascertained to any work or employment except public works construction of the Village conducted in Cook County to the extent required by the Act.

Section 5. Posting and Inspection Notices. The Village Clerk shall publicly post or keep available for inspection by any interested party in the main office of the Village this determination or any revisions to the prevailing rate of wages for Cook County. A copy of this determination or of any revised determination of prevailing rate of wages for Cook County then in effect shall be attached to all public works construction contract specifications. When a public work project has been awarded with the use of a public bid, contract, or project specification, then reference to the rates stated in Exhibit A must be included in the bid, contract, or specification, and when a public work project has been awarded without the use of a public bid, contract, or project specification, then written notice must be included on a purchase order related to the work or on a separate document that not less than the rates stated in Exhibit A must be paid to all laborers, workers, and mechanics performing work on that public work project.

Section 6. Filing. The Village Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division of the State of Illinois and the Department of Labor of the State of Illinois.

Section 7. Publication. The Village Clerk shall cause a copy of this Ordinance to be published in a newspaper of general circulation within the area within 30 days after its filing with the Secretary of State Index Division of the State of Illinois and the Department of Labor of the State of Illinois, and such publication shall constitute notice that this determination is effective and that this is the determination of the Village.

Section 8. Mailing upon Request. The Village Clerk shall mail a copy of this determination to any employer, and to any association of employers, and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

Section 9. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

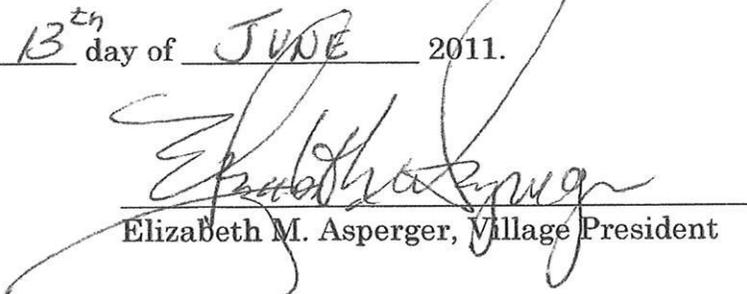
PASSED this 13th day of JUNE 2011.

AYES: TRUSTEES HOLDER, LANGAN, NOWAK AND PALERMO

NAYS: -0-

ABSENT: TRUSTEES HORVATH AND KUEHLER

APPROVED this 13th day of JUNE 2011.


Elizabeth M. Asperger, Village President

ATTEST:

Thomas Morsch, Village Clerk

5-C.58

#0-11-14

EXHIBIT A

Illinois Department of Labor Prevailing Wages for Cook County
June 2011

5-6.59

#0-11-14

Cook County Prevailing Wage for June 2011

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	10.63	8.570	0.000	0.450
ASBESTOS ABT-MEC		BLD		32.290	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.620
BOILERMAKER		BLD		43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON		ALL		41.850	43.850	2.0	1.5	2.0	9.850	10.06	0.000	0.220
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMM. ELECT.		BLD		36.440	38.940	1.5	1.5	2.0	8.420	8.910	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRIC PWR GRNDMAN		ALL		31.860	46.430	1.5	1.5	2.0	8.010	10.13	0.000	0.240
ELECTRIC PWR LINEMAN		ALL		40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRICIAN		ALL		40.400	43.000	1.5	1.5	2.0	13.83	7.420	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		47.410	53.340	2.0	2.0	2.0	10.53	10.71	2.840	0.000
FENCE ERECTOR		ALL		32.660	34.660	1.5	1.5	2.0	10.67	10.00	0.000	0.500
GLAZIER		BLD		38.000	39.500	1.5	2.0	2.0	10.19	13.64	0.000	0.790
HT/FROST INSULATOR		BLD		43.050	45.550	1.5	1.5	2.0	10.82	11.86	0.000	0.620
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	12.45	17.09	0.000	0.300
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	10.63	8.570	0.000	0.450
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.640	8.700	0.000	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	10.63	8.570	0.000	0.450
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	10.63	8.570	0.000	0.450
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	7	48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	1	51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	2	49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	3	44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	4	36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	1	43.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	2	42.750	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	3	40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	4	39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	5	38.100	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	6	46.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	7	44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
ORNAMNTL IRON WORKER		ALL		40.200	42.450	2.0	2.0	2.0	10.67	14.81	0.000	0.500
PAINTER		ALL		38.000	42.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS		BLD		32.770	36.800	1.5	1.5	1.5	2.600	2.620	0.000	0.000
PILEDRIVER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER		BLD		44.050	47.050	1.5	1.5	2.0	8.460	13.85	0.000	1.820
PLASTERER		BLD		39.250	41.610	1.5	1.5	2.0	10.60	10.69	0.000	0.550
PLUMBER		BLD		44.000	46.000	1.5	1.5	2.0	9.860	7.090	0.000	1.030
ROOFER		BLD		37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000	0.430
SHEETMETAL WORKER		BLD		40.460	43.700	1.5	1.5	2.0	9.830	16.25	0.000	0.630
SIGN HANGER		BLD		28.960	29.810	1.5	1.5	2.0	4.700	2.880	0.000	0.000
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	8.500	8.050	0.000	0.450

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STEEL ERECTOR	ALL		40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300
STONE MASON	BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER	BLD		35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.430
TERRAZZO MASON	BLD		39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON	BLD		40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR	HWY		28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E ALL	1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL	2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL	3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL	4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W ALL	1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD		39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday)
 OSA (Overtime is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed

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products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all

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material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including 3/4 cu yd.) .

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Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including $\frac{3}{4}$ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for

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transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

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APPENDIX 2

MANUFACTURER'S WARRANTY

ATTACHED

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General Limited Warranty

CF-C-WAR-00-00-1211-03-A

1. **Terms of Sale.** Sensus USA Inc. ("Sensus") warrants its products and parts as set forth below. All products are sold to the buyer ("Customer") pursuant to Sensus' Terms of Sale, available at: <http://na.sensus.com/TC/TermsConditions.pdf> ("Terms of Sale").
2. **Electricity Meters and Electricity SmartPoint™ Modules.** Sensus warrants the Sensus electricity meters and Sensus electricity SmartPoint Modules to be in compliance with their respective specifications under normal use and service, and to be free from material defects in materials and workmanship for a warranty period of twelve (12) months from the date of the installation or eighteen (18) months from the date of shipment, whichever occurs first. The warranty period for new spare parts and components sold by Sensus is twelve (12) months from the date of shipment. The warranty period for repaired or refurbished parts repaired by Sensus is ninety (90) days from the date of shipment, unless repaired pursuant to a warranty, in which case the repair is warranted for the time remaining of the original warranty period.
3. **Gas Meters and Gas SmartPoint Modules.**
 - a. Except for the Sonix meters, Sensus warrants the Sensus gas meters to be in compliance with their respective specifications under normal use and service, and to be free from material defects in materials and workmanship for a warranty period of twelve (12) months from the date of the installation or eighteen (18) months from the date of shipment, whichever occurs first. Sensus warrants the Sensus Sonix meters to be free from material defects in materials and workmanship for a warranty period of fifteen (15) years from the date of shipment. Sensus warrants the batteries in the Sensus Sonix meters to be free from material defects in materials and workmanship for a warranty period of ten (10) years from the date of shipment. The warranty period for new spare parts and components sold by Sensus is twelve (12) months from the date of shipment. The warranty period for repaired or refurbished parts repaired by Sensus is ninety (90) days from the date of shipment, unless repaired pursuant to a warranty, in which case the repair is warranted for the time remaining of the original warranty period.
 - b. Sensus warrants the Sensus gas SmartPoint Modules as set forth in the "G500" warranty, as set forth at: <http://www.sensus.com/Module/Catalog/File?id=10>, or available at 1-800-METER-IT.
4. **Water Meters and Water SmartPoint Modules.** Sensus warrants the Sensus water meters and Sensus water SmartPoint Modules as set forth in the "G500" warranty, as set forth at: <http://www.sensus.com/Module/Catalog/File?id=10>, or available at 1-800-METER-IT.
5. **DA Devices and HAN Devices.** Sensus warrants the Sensus DA Devices and Sensus HAN Devices to be in compliance with their respective specifications under normal use and service, and to be free from material defects in materials and workmanship for a warranty period of twelve (12) months from the date of shipment. The warranty period for new spare parts and components sold by Sensus is twelve (12) months from the date of shipment. The warranty period for repaired or refurbished parts repaired by Sensus is ninety (90) days from the date of shipment, unless repaired pursuant to a warranty, in which case the repair is warranted for the time remaining of the original warranty period.
6. **RF Field Equipment.** Sensus warrants the Sensus RF Field Equipment to be in compliance with their respective specifications under normal use and service, and to be free from material defects in materials and workmanship for a warranty period of twelve (12) months from the date of shipment.
7. **Server Hardware.** Sensus provides no warranty on the Server Hardware.
8. **Third Party Goods.** Notwithstanding anything to the contrary herein, Sensus does not warrant any goods manufactured or software supplied by third parties. For example, if Customer elects to buy meters from a third party, the Sensus SmartPoint Modules installed in such third party meters shall, subject to Section 11, below, be covered by the warranty above, but any warranty on the meter itself shall be a matter directly between Customer and such third party meter supplier.
9. **Services.** Sensus warrants that its services shall, at the time of performance, materially conform to the contract requirements, and shall be performed in a professional and workmanlike manner, free from material defects in workmanship.
10. **Remedy.**
 - a. If any Field Device or RF Field Equipment fails during the applicable warranty period (a "Failed Good"), Sensus shall, at its option, either repair or replace the Failed Good. In all cases, Customer shall be responsible for returning the Failed Good to Sensus, including all costs associated with the return of the Failed Good, and Sensus shall be responsible for shipping the repaired or replaced good back to Customer's warehouse. Customer shall, in all cases, be responsible for the In/Out Costs. If Sensus determines that the returned good is not defective, Customer shall pay and/or reimburse Sensus for all expenses incurred by Sensus in the examination of the returned good.
 - b. Customer's remedy under the warranty for services shall be, at Sensus' sole cost and expense, to correct or re-perform any defective or non-conforming services to assure compliance with the contract requirements.
 - c. THIS SECTION 10 SETS FORTH CUSTOMER'S SOLE REMEDY WITH RESPECT TO A FAILED GOOD OR ANY DEFECTIVE OR NON-CONFORMING SERVICE.
11. **Warranty Exceptions.** This General Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this General Limited Warranty do not apply to Equipment that has been: installed improperly or in non-recommended installations; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; converted; altered; damaged; read by equipment not approved by Sensus; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "Exceptions."). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure.
12. THE WARRANTIES SET FORTH IN THIS GENERAL LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.
13. SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.
14. **Limitation of Liability**
 - a. SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.
 - b. AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES.
 - c. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
 - d. To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.
15. **Definitions.** Any terms used in this General Limited Warranty as defined terms, and which are not defined herein, shall have the meanings given to those terms in the Terms of Sale.
 - a. "Agreement" means this General Limited Warranty, Customer's purchase order (except any Additional Terms), Sensus' Acknowledgement Form (if any), Sensus' invoice and the Terms of Sale.
 - b. "DA Devices" means RTMs and RTUs.
 - c. "Echo Transceiver" (formerly "FlexNet Network Portal" and "FNP") identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station.
 - d. "End User" means any end user of electricity/water/gas that pays Customer for the consumption of electricity/water/gas, as applicable.
 - e. "Equipment" means the Field Devices, RF Field Equipment, Server Hardware, and any other goods sold hereunder.
 - f. "FlexNet Base Station" (formerly "Tower Gateway Base Station" and "TGB") identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an Echo Transceiver) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication.
 - g. "Field Devices" means the meters, SmartPoint Modules, DA Devices and HAN Devices.
 - h. "Force Majeure" shall have the meaning set forth in the Terms of Sale.
 - i. "HAN Devices" means the PCTs, IHDs and LCMs.
 - j. "IHDs" means the in-home displays.
 - k. "In/Out Costs" means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
 - l. "LCMs" means the load control modules.
 - m. "PCTs" means the programmable controllable thermostats.
 - n. "Remote Transceiver" (formerly "FlexNet Remote Portal" and "FRP") identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
 - o. "RNI" identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules.
 - p. "RF Field Equipment" means, collectively, FlexNet Base Stations, Echo Transceivers and Remote Transceivers.
 - q. "RTMs" means the telemetric remote telemetry modules.
 - r. "RTUs" means telemetric MicroRTU (T866).
 - s. "Server Hardware" means the RNI hardware and the FlexServer hardware.
 - t. "SmartPoint™ Modules" identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that take the readings of the meters and transmit those readings by radio frequency to the relevant FlexNet Base Station, Remote Transceiver or Echo Transceiver.

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Sensus Limited Warranty

G-500 R14

I. General Product Coverage

Sensus USA Inc. ("Sensus") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer ("Customer") pursuant to Sensus' Terms of Sale, available at: <http://na.sensus.com/TC/TermsConditions.pdf> ("Terms of Sale").

II. SR II® and accuSTREAM™ 5/8", 3/4" & 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II meter will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	New Meter Accuracy	Repair Meter Accuracy
5/8" SR II Meter and accuSTREAM Meter	500,000 gallons	1,500,000 gallons
3/4" SR II Meter and accuSTREAM Meter	750,000 gallons	2,250,000 gallons
1" SR II Meter and accuSTREAM Meter	1,000,000 gallons	3,000,000 gallons

III. SR® 5/8", 3/4" & 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 5/8", 3/4" and 1" SR meter will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
5/8" SR Meter	1,500,000 gallons
3/4" SR Meter	2,250,000 gallons
1" SR Meter	3,000,000 gallons

IV. SR 1-1/2" & 2" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 1-1/2" and 2" SR meter will perform to at least AWWA Repaired Meter Accuracy Standards for ten (10) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
1-1/2" SR Meter	5,000,000 gallons
2" SR Meter	8,000,000 gallons

V. PMM® 5/8", 3/4", 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 5/8", 3/4", and 1" PMM meter will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
5/8" PMM	1,500,000 gallons
3/4" PMM	2,000,000 gallons
1" PMM	3,000,000 gallons

VI. PMM 1-1/2", 2" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 1-1/2", and 2" PMM meter will perform to at least AWWA Repaired Meter Accuracy Standards for ten (10) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
1-1/2" PMM	5,000,000 gallons
2" PMM	8,000,000 gallons

VII. iPERL™ Water Management Systems...

that register water flow are warranted to perform to the accuracy levels set forth in the iPERL Water Management System Data Sheet (IPL-110), available at www.sensus.com/iperl or by request from 1-800-METER-IT, for twenty (20) years from the date of Sensus shipment. The iPERL System warranty does not include the external housing.

VIII. Maincase...

of the SR, SR II and PMM in both standard and low lead alloy meters are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. Composite and E-coated maincases will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

IX. Sensus "W" Series Turbo Meters, OMNI™ Meters and Propeller Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment.

X. Sensus accuMAG™ Meters...

are warranted to be free from defects in material and workmanship, under normal use and service, for 18 months from the date of Sensus shipment or 12 months from startup, whichever occurs first.

XI. Sensus Registers...

are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, are surpassed, whichever occurs first:

5/8" thru 2" SR, SR II, PMM, accuSTREAM Standard Registers	25 years
5/8" thru 2" SR, SR II, PMM, accuSTREAM Encoder Registers	10 years
Electronic Communication Index (ECI)	10 years
All HSPU, IMP Contactor, R.E.R. Elec. ROFI Standard and Encoder Registers for:	
"W" Turbo and Propeller Meters	1 year
OMNI Register with Battery	10 years

XII. Sensus Electric Meters...

are warranted to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment. Spare parts and components are warranted to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment.

Repaired or refurbished equipment repaired by Sensus is warranted to be free from defects in material and workmanship for ninety (90) days from the date of Sensus shipment or for the time remaining on the original warranty period, whichever is longer.

XIII. Batteries, iPERL System Components, AMR and FlexNet™ System AMI Interface Devices...

are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the period stated below:

Electronic TouchPad	10 years
RadioRead® MXU (Model 505C, 510R or 520R) and Batteries	20 years*
Act-Pak® Instrumentation	1 year
TouchRead® Coupler and AMR Equipment	1 year
FlexNet Water or Gas SmartPoint™ Modules and Batteries	20 years*
Tower Gateway Base Station	1 year
FlexNet Network Portal	1 year
iConA and FlexNet Electricity SmartPoint Module	1 year
iPERL System Battery and iPERL System Components	20 years*

(continued on reverse)

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Sensus Limited Warranty

- * Sensus will repair or replace non-performing:
- RadioRead® MXU (Model 505C, 510R and 520R) and Batteries,
- FlexNet Water or Gas SmartPoint Modules (configured to the factory setting of six transmissions per day) and batteries,
- iPERL System Batteries, and/or the iPERL System flowtube, the flow sensing and data processing assemblies, and the register ("iPERL System Components") at no cost for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	16	55%
11	30%	17	60%
12	35%	18	65%
13	40%	19	70%
14	45%	20	75%
15	50%	>20	100%

Note: Software supplied and licensed by Sensus is warranted according to the terms of the applicable software license agreement. Sensus warrants that network and monitoring services shall be performed in a professional and workmanlike manner.

XIV. Return...

Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either repair or replace the product, provided the Customer (i) returns the product to the location designated by Sensus within the warranty period; and (ii) prepays the freight costs both to and from such location.

The return of products for warranty claims must follow Sensus' Returned Materials Authorization (RMA) procedures. Water meter returns must include documentation of the Customer's test results. Test results must be obtained according to AWWA standards and must specify the meter serial number. The test results will not be valid if the meter is found to contain foreign materials. If Customer chooses not to test a Sensus water meter prior to returning it to Sensus, Sensus will repair or replace the meter, at Sensus' option, after the meter has been tested by Sensus. The Customer will be charged Sensus' then current testing fee. Sensus SmartPoints modules and MXU's returned must be affixed with a completed return evaluation label. For all returns, Sensus reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete ("Obsolete Product"), Sensus may, at its discretion, replace such Obsolete Product with a different product model ("New Product"), provided that the New Product has substantially similar features as the Obsolete Product. The New Product shall be warranted as set forth in this Sensus Limited Warranty.

THIS SECTION XIV SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

XV. Warranty Exceptions and No Implied Warranties...

This Sensus Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus Limited Warranty do not apply to goods that have been: installed improperly or in non-recommended installations; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; converted; altered; damaged; read by equipment not approved by Sensus; subjected to misuse, improper

storage, improper care, improper maintenance, or improper periodic testing (collectively, "Exceptions."). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure, as defined in the Terms of Sale.

THE WARRANTIES SET FORTH IN THIS SENSUS LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

XVI. Limitation of Liability...

SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES; NOR (V) DAMAGES ARISING FROM MAINCASE OR BOTTOM PLATE BREAKAGE CAUSED BY FREEZING TEMPERATURES, WATER HAMMER CONDITIONS, OR EXCESSIVE WATER PRESSURE. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.

To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.

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Sensus FlexNet Annual Maintenance Service Offering

Customer Information Form

INTRODUCTION

The FlexNet Annual Maintenance Agreement was established to provide FlexNet utility customers with up to 50,000 endpoints a cost-effective array of services to meet their individual hardware and software support requirements.

PARTICIPATION AND COVERAGE

All new FlexNet systems receive Standard Support free for the first year of operation; Premium Support is available for an additional cost at the price listed below. After the first year of operation, customers may choose to extend coverage under Premium Support or Alternate Service Pricing. Participation in Premium Support is strongly recommended for maximum cost effectiveness.

Standard or optional Premium Support coverage begins upon completion of MDM training. Annual renewal notices will be mailed to customers approximately sixty (60) days prior to expiration of their current agreement. Customers who allow their support agreement to expire will be subject to current Alternate Service pricing for support needs. See Coverage Terms for more information.

FLEXNET STANDARD SUPPORT

(Included for 1st year of New FlexNet systems)

- FCC license protection and maintenance
- Phone support: Mon.-Fri. 8 a.m. to 6 p.m. EST (1-800-METER-IT)
For hardware and software technical support
- FlexWare/MDM software updates¹
- Loaner programming equipment, if necessary

FLEXNET PREMIUM SUPPORT

Includes Standard Support plus:

- 24/7 Phone support. (1-800-METER-IT)
- Sensus Extended Maintenance Program (SEMP) for one FlexNet Programming Tool Set. (AR5001, Charge Stand and M900)
- Annual Support Agreement for AutoRead (if applicable)

Tower Gateway Basestation (TGB)

- Sensus software updates
- Remote diagnostics² of operational issues (remote access required)
- Repair or replacement of defective parts or unit, at Sensus' discretion. Includes cost for parts and labor

- Two business day response time for on-site analysis³
- Replacement equipment within 48 hours of completion of primary troubleshooting
- Does not cover 'Acts of God'
- Does not include costs associated with tower rental, electrical fees or site maintenance.
- Does not include costs associated with purchase, maintenance or support of ancillary network equipment or network backhaul connection

FlexNet Network Portal (FNP)

- Two business day response time for on-site analysis²
- Repair or replacement of defective parts or unit, at Sensus' discretion. Includes costs for parts and labor.
- Does not cover 'Acts of God'
- Does not include costs associated with tower rental, electrical fees or site maintenance
- Does not include costs associated with purchase, maintenance or support of ancillary network equipment or network backhaul connection

FlexWare/MDM Software

- Sensus software updates
- Remote diagnostics of Sensus software issues² (Remote access required)
- Two business day response time for on-site analysis³
- Does not include RNI hardware⁴
- Does not include RNI operating system upgrades or updates after initial coverage⁴

HHD Programming Software

- Sensus software updates

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NOTES:

1. Software updates includes delivery of corrective content to ensure that software meets the stated performance metrics.
2. Remote diagnostic services require the customer to provide high speed remote access to Sensus support personnel. Customer is responsible for any cost associated with the installation and ongoing costs or maintenance of the connection.
3. The two-day response time begins after primary troubleshooting personnel determine that all remote options have been exhausted and that a site visit is required.
4. Contact Dell support at 1-800-624-9896 or <http://www.dell.com> for Server Hardware issues or extended Dell Support Options
5. Sensus includes a three year license for Red Hat Linux updates and support with every new RNI Operating System. Customers are responsible for costs associated with upgrades, support and licensing of Linux or Microsoft applications for RNI Operating Systems as per Red Hat and Microsoft policies. The support programs for Microsoft and Red Hat Linux are recommended but not required for system operation. For more information regarding Red Hat Linux and Microsoft Server and Microsoft SQL support, see the information included with the RNI equipment or visit Red Hat at: <https://www.redhat.com/apps/support>; or Microsoft at: <http://support.microsoft.com/>

COVERAGE TERMS:

- Annual support costs are based on the total number of TGBs in the customer's system.
- The date customers complete MDM training establishes the anniversary date for annual support renewal. Standard Level Support is included free for one year following MDM training; customers opting for Premium Support for the first year will be billed the upgrade price after completion of MDM training. Standard Support is not renewable after the first year of operation.
- Customers are responsible for monitoring hardware and software components of their FlexNet system and contacting Sensus when support is needed. The FlexNet Annual Maintenance Agreement does not cover system monitoring on a continuous or on-going basis beyond that which is necessary to provide solutions for the customer's immediate hardware or software support needs.
- Customer acknowledges that Sensus reserves the right to repair or replace malfunctioning equipment at its discretion and at Sensus' choice of location, either customer site, Sensus manufacturing facility or other appropriate site determined by the technician.
- Renewal notices for FlexNet Annual Maintenance Agreements will be mailed 60 days prior to the MDM training anniversary date; invoices must be paid no later than 30 days following the anniversary date, or the support agreement will be cancelled. FlexNet customers not covered by an Annual Sensus Maintenance Agreement will be charged current Alternate Service Pricing rates for their support needs.

For additional information concerning the FlexNet Annual Maintenance Agreement, please contact your local Sensus representative, authorized distributor, or call:

1-800-METER-IT (1-800-638-3748)



5-C.72

VILLAGE OF LA GRANGE
Finance Department

BOARD REPORT

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

FROM: Bob Pilipiszyn, Village Manager
Lou Cipparrone, Finance Director

DATE: April 19, 2012

RE: **PROFESSIONAL SERVICE AGREEMENTS FOR A GENERAL
OBLIGATION ALTERNATE REVENUE BOND ISSUE RELATED TO
THE WATER METER REPLACEMENT PROJECT AND PUMPING
STATION IMPROVEMENTS**

The FY 2012-13 Water Fund budget includes the implementation of a water meter replacement program to address the ongoing water accountability issue and for infrastructure and technological improvements at the East Avenue water pumping station. The operating budget also reflects the issuance of a general obligation, alternate revenue bond to fund these two projects. The scope, details and funding for the projects were discussed by the Village Board at two workshops held on February 27 and April 2, 2012.

The method of sale of a bond can be either negotiated or competitive. With a negotiated sale, the interest rates are determined by discussion with selected investment banks or underwriters (the "banks") to arrive at acceptable interest rates for the bond issue. Using a competitive method, the sale of bonds are open to all banks to bid based on the lowest net interest cost to the Village. In order to ensure that the lowest interest rates available are obtained, the Village is proposing a competitive sale for this bond issue.

The Village's current general obligation bond rating from Moody's is Aa2, which is a relatively high rating for a non-home rule municipality. The bond rating is based on levels of outstanding debt, management, financial resources, reserves and socioeconomic factors. The Village will request an upgrade from Moody's based on current financial conditions; however, an upgrade is not anticipated due to the Village's limited ability to enhance operating revenues without local home rule capability.

In order to proceed with the issuance of the proposed bonds, staff recommends engagement of Kane, McKenna Capital Inc. as financial consultants and Chapman and Cutler LLP as bond counsel for this issue. Both firms have worked on previous bond issues for the Village, providing excellent consulting services. Kane, McKenna and Chapman and Cutler are highly regarded firms in their respective fields and have many municipal clients as references. (Please note that the state professional services selection law does not apply to financial advisors or attorneys.).

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Mr. Phil McKenna will be in attendance at the April 23, 2012 board meeting to answer any questions regarding the professional service contracts.

Staff recommends approval of the attached contracts from Kane, McKenna as financial consultants and Chapman and Cutler as bond counsel. If the contracts are approved, the next steps will be to adopt an ordinance authorizing the issuance of general obligation alternate revenue bonds, and publish together with the ordinance, a notice of intent to issue bonds with the right to file petition. The authorizing ordinance and notice of intent will notify the public of the Village intent to issue bonds, purpose for the bonds and the bond issue size; and begins the 30 day waiting period for the backdoor referendum period. It is anticipated that these two ordinances will be ready for consideration at your regular meeting scheduled on May 14th.

April 3, 2012



Mr. Robert Pilipiszyn
Village Manager
Village of LaGrange
53 S. La Grange Road
La Grange, Illinois 60525-0668

**RE: Letter of Agreement for Water System Improvements Bond Financing
Village of LaGrange, Illinois**

Dear Mr. Pilipiszyn:

Kane, McKenna Capital, Inc. ("KMC") is pleased to present this proposal to the Village of LaGrange (the "Village") to provide financial advisory services relating to the proposed issuance of Bonds or related securities to fund certain water system improvements (the "Bonds").

Kane, McKenna Capital, Inc. ("KM") is an affiliate and wholly owned subsidiary of Kane, McKenna and Associates, Inc. ("KMA"). KMC officers and professional services are all provided by KMA, a firm specializing in government finance and economic development. KMA and KMC (collectively, "Kane, McKenna") provide financial advice to governments, private businesses, developers and financial institutions. Since its formation in 1984, Kane, McKenna has participated as a financial advisor or investment banker in bond issues totaling over \$1 billion.

Kane, McKenna Capital, Inc. is registered as a Municipal Financial Advisor pursuant to SEC regulations. Neither Kane, McKenna Capital, Inc., nor Kane, McKenna and Associates, Inc., participates in any bidding, underwriting, or sale of securities.

As financial advisor, KM will provide the following services to the Village as and when required.

- 1) KM will analyze the Village's issuance of the Bonds pursuant to the Local Debt Reform Act and requirements as set forth by the Village.
- 2) KM will prepare a plan of finance for the Village which presents recommendations concerning the structure of the bond issue and a strategy for bond issuance.

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Mr. Robert Pilipiszyn
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April 3, 2012



- 3) KM will confer further with the Village on possible structuring alternatives for the issuance of bonds.
- 4) KM will prepare any terms sheet and timetable in order to coordinate the bond issuance process and the efforts of all other service providers.
- 5) KM will prepare a Feasibility Report as required by the Local Debt Reform Act in connection with the issuance of the bonds.
- 6) KM will assist in preparation of necessary ordinances, agreements, contracts, and other documents as required in conjunction with the Village and Bond Counsel.
- 7) KM will assist the Village in preparation of all necessary documents to comply with the Securities and Exchange Commission's municipal securities disclosure requirements.
- 8) KM will conduct all activities essential to underwriting or direct placement and closing of the Bond issue.
- 9) KM will report to the Village administration and staff and the Village Board of Trustees to make recommendations, provide written reports and attend meetings as appropriate.
- 10) KM will finalize the offering document and the Feasibility Report after sales but before closing.

COMPENSATION FOR SERVICES

KM proposes fees payable from the Bond issue and upon closing of the Bond issue in the amount of \$17,500 for bond related services, plus \$7,500 for the Feasibility Report.

This Letter of Agreement shall be effective as of April 3, 2012 regardless of its actual date of execution.

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Mr. Robert Pilipiszyn
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April 3, 2012



If the contents of this proposal are acceptable to you, please sign both the original and copy provided. Retain the copy for your records and return the executed original to us.

Sincerely,

Philip R. McKenna
President

AGREED TO:

Philip R. McKenna, President
Kane, McKenna Capital, Inc.

4-3-12

Date

Village of LaGrange

Date

5-0.4

April 10, 2012

Mr. Lou Cipparrone
Finance Director
Village of La Grange
53 S. La Grange Road
La Grange, Illinois 60525

Re: Village of La Grange, Cook County, Illinois (the “*Village*”)
General Obligation Bonds
(Waterworks System Alternate Revenue Source), Series 2012

Dear Lou:

We are pleased to provide an engagement letter for our services as bond counsel for the bonds in reference (the “*Bonds*”). For convenience and clarity, we may refer to the Village in its corporate capacity and to you, the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village, collectively as “*you*” (or the possessive “*your*”). You have advised us that the purpose of the issuance of the Bonds, briefly stated, is to provide for a water meters replacement project and pumping station improvements in the Village. You are retaining us for the limited purpose of rendering our customary approving legal opinion as described in detail below.

A. DESCRIPTION OF SERVICES

As Bond Counsel, we will work with you and the following persons and firms: the underwriters or other bond purchasers who purchase the Bonds from the Village (all of whom are referred to as the “*Bond Purchasers*”), counsel for the Bond Purchasers, financial advisors, trustee, paying agent and bond registrar and their designated counsel (you and all of the foregoing persons or firms, collectively, the “*Participants*”). We intend to undertake each of the following as necessary:

1. Review relevant Illinois law, including pending legislation and other recent developments, relating to the legal status and powers of the Village or otherwise relating to the issuance of the Bonds.

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Chapman and Cutler LLP

Mr. Lou Cipparrone

April 10, 2012

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2. Obtain information about the Bond transaction and the nature and use of the facilities or purposes to be financed or, for any portion of the Bonds to be issued for refunding purposes, the facilities or purposes financed with the proceeds of the bonds to be refunded (the "Project").
3. Review the proposed timetable and consult with the Participants as to the issuance of the Bonds in accordance with the timetable.
4. Consider the issues arising under the Internal Revenue Code of 1986, as amended, and applicable tax regulations and other sources of law relating to the issuance of the Bonds on a tax-exempt basis; these issues include, without limitation, ownership and use of the Project, use and investment of Bond proceeds prior to expenditure and security provisions or credit enhancement relating to the Bonds.
5. Prepare or review major Bond documents, including tax compliance certificates, review the bond purchase agreement, if applicable, and, at your request, draft descriptions of the documents which we have drafted. We understand that the Bonds will be sold at competitive sale and that the Village will be assisted in the preparation of sale documents and in the process of the sale itself by its financial advisor. As Bond Counsel, we assist you in reviewing only those portions of the official statement or any other disclosure document to be disseminated in connection with the sale of the Bonds involving the description of the Bonds, the security for the Bonds (excluding forecasts, projections, estimates or any other financial or economic information in connection therewith), the description of the federal tax exemption of interest on the Bonds and, if applicable, the "bank-qualified" status of the Bonds.
6. Prepare or review all pertinent proceedings to be considered by the governing body of the Village; confirm that the necessary quorum, meeting and notice requirements are contained in the proceedings and draft pertinent excerpts of minutes of the meetings relating to the financing.
7. Attend or host such drafting sessions and other conferences as may be necessary, including a preclosing, if needed, and closing; and prepare and coordinate the distribution and execution of closing documents and certificates, opinions and document transcripts.
8. Render our legal opinion regarding the validity of the Bonds, the source of payment for the Bonds and the federal income tax treatment of interest on the Bonds, which opinion (the "Bond Opinion") will be delivered in written form on the date the Bonds are exchanged for their purchase price (the "Closing"). The Bond Opinion will be based on facts and law existing as of its date. Please see the discussion below at Part D. Please note that our opinion represents our

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Mr. Lou Cipparrone

April 10, 2012

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legal judgment based upon our review of the law and the facts so supplied to us that we deem relevant and is not a guarantee of a result.

B. LIMITATIONS; SERVICES WE DO NOT PROVIDE

Our duties as Bond Counsel are limited as stated above. Consequently, unless otherwise agreed pursuant to a separate engagement letter, our duties *do not* include:

1. Giving any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds, advice estimating or comparing the relative cost to maturity of the Bonds depending on various interest rate assumptions, or advice recommending a particular structure as being financially advantageous under prevailing market conditions, or financial advice as to any other aspect of the Bond transaction, including, without limitation, the undertaking of the Project, the investment of Bond proceeds, the making of any investigation of or the expression of any view as to the creditworthiness of the Village, of the Project or of the Bonds or the form, content, adequacy or correctness of the financial statements of the Village. We will not offer you financial advice in any capacity beyond that constituting services of a traditionally legal nature.

2. Except as described in Paragraph (A)(5) above, assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds (which may be referred to as the "*Official Statement*") or performing an independent investigation to determine the accuracy, completeness or sufficiency of the Official Statement or rendering any advice, view or comfort that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Please see our comments below at Paragraphs (D)(5) and (D)(6).

3. Independently establishing the veracity of certifications and representations of you or the other Participants. For example, we will not review the data available on the Electronic Municipal Market Access system website created by the Municipal Securities Rulemaking Board (and commonly known as "EMMA") to verify the information relating to the Bonds to be provided by the Bond Purchasers, and we will not undertake a review of your website to establish that information contained corresponds to that which you provide independently in your certificates or other transaction documents.

4. Supervising any state, county or local filing of any proceedings held by the governing body of the Village incidental to the Bonds.

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Mr. Lou Cipparrone
April 10, 2012
Page 4

5. Preparing any of the following — requests for tax rulings from the Internal Revenue Service (the “*Service*”), blue sky or investment surveys with respect to the Bonds, state legislative amendments or pursuing test cases or other litigation.

6. Opining on securities laws compliance or as to the continuing disclosure undertaking pertaining to the Bonds; and, after the execution and delivery of the Bonds, providing advice as to any Securities and Exchange Commission investigations or concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

7. After Closing, providing continuing advice to the Village or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be tax-exempt; *e.g.*, we will not undertake rebate calculations for the Bonds without a separate engagement for that purpose, we will not monitor the investment, use or expenditure of Bond proceeds or the use of the Project, and we are not retained to respond to Service audits.

8. Any other matter not specifically set forth above in Part A.

C. ATTORNEY-CLIENT RELATIONSHIP; REPRESENTATION OF OTHERS

Upon execution of this engagement letter, the Village will be our client, and an attorney-client relationship will exist between us. However, our services as Bond Counsel are limited as set forth in this engagement letter, and your execution of this engagement letter will constitute an acknowledgment of those limitations. Also please note that the attorney-client privilege, normally applicable under State law, may be diminished or non-existent for written advice delivered with respect to Federal tax law matters.

This engagement letter will also serve to give you express written notice that from time to time we represent in a variety of capacities and consult with most underwriters, investment bankers, credit enhancers such as bond insurers or issuers of letters of credit, ratings agencies, investment providers, brokers of financial products, financial advisors, banks and other financial institutions and other persons who participate in the public finance market on a wide range of issues. One or more of such firms may be the winning bidder (*i.e.*, become the Bond Purchasers) at the public sale of the Bonds. Prior to execution of this engagement letter we may have consulted with one or more of such firms regarding the Bonds including, specifically, the Bond Purchasers. We are advising you, and you understand that the Village consents to our representation of it in this matter, notwithstanding such consultations, and even though parties whose interests are or may be adverse to the Village in this transaction are clients in other unrelated matters. Your acceptance of the winning bid constitutes consent to these other engagements. Neither our representation of the Village nor such additional relationships or prior consultations will affect, however, our responsibility to render an objective Bond Opinion.

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Mr. Lou Cipparrone

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Your consent does not extend to any conflict that is not subject to waiver under applicable Rules of Professional Conduct (including Circular 230 discussed below), or to any matter that involves the assertion of a claim against the Village or the defense of a claim asserted by the Village. In addition, we agree that we will not use any confidential non-public information received from you in connection with this engagement to your material disadvantage in any matter in which we would be adverse to you.

Further, this engagement letter will also serve to give you express notice that we represent many other municipalities, school districts, park districts, counties, townships, special districts and units of local government both within and outside of the State of Illinois and also the State itself and various of its agencies and authorities (collectively, the "*governmental units*"). Most but not all of these representations involve bond or other borrowing transactions. We have assumed that there are no controversies pending to which the Village is a party and is taking any position which is adverse to any other governmental unit, and you agree to advise us promptly if this assumption is incorrect. In such event, we will advise you if the other governmental unit is our client and, if so, determine what actions are appropriate. Such actions could include seeking waivers from both the Village and such other governmental unit or withdrawal from representation.

We anticipate that the Village will have its general or special counsel available as needed to provide advocacy in the Bond transaction and has had the opportunity to consult with such counsel concerning the conflict consents and other provisions of this letter; and other Participants will retain such counsel as they deem necessary and appropriate to represent their interests.

D. OTHER TERMS OF THE ENGAGEMENT; CERTAIN OF YOUR UNDERTAKINGS

Please note our understanding with respect to this engagement and your role in connection with the issuance of the Bonds.

1. In rendering the Bond Opinion and in performing any other services hereunder, we will rely upon the certified proceedings and other certifications you and other persons furnish us. Other than as we may determine as appropriate to rendering the Bond Opinion, we are not engaged and will not provide services intended to verify the truth or accuracy of these proceedings or certifications. We do not ordinarily attend meetings of the governing body of the Village at which proceedings related to the Bonds are discussed or passed unless special circumstances require our attendance.

2. The factual representations contained in those documents which are prepared by us, and the factual representations which may also be contained in any other documents that are furnished to us by you are essential for and provide the basis for our conclusions that there is

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compliance with State law requirements for the issue and sale of valid bonds and with the Federal tax law for the tax exemption of interest paid on the Bonds. Accordingly, it is important for you to read and understand the documents we provide to you because you will be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the Bonds.

3. If the documents contain incorrect or incomplete factual statements, you must call those to our attention. We are always happy to discuss the content or meaning of the transaction documents with you. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the Bonds or the adequacy of disclosures made in the Official Statement under the State and Federal securities laws, with resulting potential liability for you. During the course of this engagement, we will further assume and rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will cooperate with us in this regard.

4. You should carefully review all of the representations you are making in the transaction documents. We are available and encourage you to consult with us for explanations as to what is intended in these documents. To the extent that the facts and representations stated in the documents we provide to you appear reasonable to us, and are not corrected by you, we are then relying upon your signed certifications for their truth, accuracy and completeness.

5. Issuing the Bonds as "securities" under State and Federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the Bonds, the Village is obligated under the State and Federal securities laws and the Federal tax laws to disclose all material facts. The Village's lawyers, financial advisers and bankers can assist the Village in fulfilling these duties, but the Village in its corporate capacity, including your knowledge, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information. Further, there are complicated Federal tax rules applicable to tax-exempt bonds. The Service has an active program to audit such transactions. The documents we prepare are designed so that the Bonds will comply with the applicable rules, but this means you must fully understand the documents, including the representations and the covenants relating to continuing compliance with the federal tax requirements. Accordingly, we want you to ask questions about anything in the documents that is unclear.

6. As noted, the members of the governing body of the Village also have duties under the State and Federal securities and tax laws with respect to these matters and should be knowledgeable as to the underlying factual basis for the bond issue size, use of proceeds and related matters.

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Mr. Lou Cipparrone
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7. We are also concerned about the adoption by the Village of the gift ban provisions of the State Officials and Employees Ethics Act, any special ethics or gift ban ordinance, resolution, bylaw or code provision, any lobbyist registration ordinance, resolution, bylaw or code provision or any special provision of law or ordinance, resolution, bylaw or code provision relating to disqualification of counsel for any reason. We are aware of the provisions of the State Officials and Employees Ethics Act and will assume that you are aware of these provisions as well and that the Village has adopted proceedings that are only as restrictive as such Act. However, if the Village has stricter provisions than appear in such Act or has adopted such other special ethics or lobbyist provisions, we assume and are relying upon you to advise us of same.

E. FEES

As is customary, we will bill our fees as Bond Counsel on a transactional basis instead of hourly. Factors which affect our billing include: (a) the amount of the Bonds; (b) an estimate of the time necessary to do the work; (c) the complexity of the issue (number of parties, timetable, type of financing, legal issues and so forth); (d) recognition of the partially contingent nature of our fee, since it is customary that in the case no financing is ever completed, we render a greatly reduced statement of charges; and (e) a recognition that we carry the time for services rendered on our books until a financing is completed, rather than billing monthly or quarterly. The continuation of this agreement is dependent upon our fee as Bond Counsel being mutually agreeable to you and to us.

Based upon our current understanding of the terms, structure, size and schedule of the proposed financing, the duties we will undertake pursuant to this engagement letter, the time we estimate will be necessary to effectuate the transaction and the responsibilities we will assume, we expect that our fee will be \$12,500 for the Bonds. If at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you and prepare an amendment to this engagement letter.

Our statement of charges is customarily rendered and paid at Closing, or in some instances upon or shortly after delivery of the bond transcripts. If, for any reason, the Bonds are not issued or are issued without the rendition of our Bond Opinion as bond counsel, we will not render a statement of charges.

The undersigned will be the attorney primarily responsible for the firm's services on this Bond issue, with assistance as needed from other members of our bond, securities and tax departments.

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Mr. Lou Cipparrone

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F. RISK OF AUDIT BY INTERNAL REVENUE SERVICE

The Service has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is excludable from gross income of the owners for federal income tax purposes. We can give no assurances as to whether the Service might commence an audit of the Bonds or whether, in the event of an audit, the Service would agree with our opinions. If an audit were to be commenced, the Service may treat the Village as the taxpayer for purposes of the examination. As noted in Paragraph 6 of Part B above, the scope of our representation does not include responding to such an audit. However, if we were separately engaged at the time, and subject to the applicable rules of professional conduct, we may be able to represent the Village in the matter.

G. TREASURY CIRCULAR 230

We wish to call to your attention the publication by the U.S. Department of the Treasury ("*Treasury*") of certain amendments to Circular 230, rules of professional conduct governing the practice of attorneys and other tax advisors before the Internal Revenue Service. Certain of these rules became effective September 26, 2007, June 21, 2005, and earlier (collectively, the "*Final Regulations*"). A portion of these rules relating to tax-exempt or tax-credit bonds remain in proposed form (the "*Proposed Regulations*"). The Final Regulations specifically exclude "state or local bond opinions" (as defined in Notice 2005-47, issued June 7, 2005) from the specific content requirements of the Final Regulations, but only until the Proposed Regulations are made final and become effective.

As noted, the Proposed Regulations with respect to "state or local bond opinions" have not been finalized by Treasury. They will not be applicable until 120 days after they are made final and published. We are unable to predict when the Proposed Regulations may be made final or what they may require. We are following actions with respect to the Proposed Regulations, and are happy to discuss their status and possible impact on your proposed transaction with you.

In addition to governing the form and content of written tax advice, the Final Regulations provide rules for tax practitioners regarding conflicts of interest and related consents that in some respects are stricter than applicable state rules of professional conduct which otherwise apply. In particular, the Final Regulations require your consent to conflicts of interest to be given in writing not later than 30 days after the existence of the conflict of interest was known by us. If we have not received all of the required written consents by this date, we may be required under the Final Regulations to "promptly withdraw from representation" of the Village in this matter.

5-0.12

Mr. Lou Cipparrone
April 10, 2012
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H. END OF ENGAGEMENT AND POST-ENGAGEMENT; RECORDS

Our representation of the Village and the attorney-client relationship created by this engagement letter will be concluded upon the issuance of the Bonds. Nevertheless, subsequent to the Closing, we will prepare and provide the Participants a bond transcript in a CD-ROM format pertaining to the Bonds and make certain that a Federal Information Reporting Form 8038-G is filed.

Please note that you are engaging us as special counsel to provide legal services in connection with a specific matter. After the engagement, changes may occur in the applicable laws or regulations, or interpretations of those laws or regulations by the courts or governmental agencies, that could have an impact on your future rights and liabilities. Unless you engage us specifically to provide additional services or advice on issues arising from this matter, we have no continuing obligation to advise you with respect to future legal developments.

This will be true even though as a matter of courtesy we may from time to time provide you with information or newsletters about current developments that we think may be of interest to you. While we would be pleased to represent you in the future pursuant to a new engagement agreement, courtesy communications about developments in the law and other matters of mutual interest are not indications that we have considered the individual circumstances that may affect your rights or have undertaken to represent you or provide legal services.

At your request, to be made at or prior to Closing, any other papers and property provided by the Village will be promptly returned to you upon receipt of payment for our outstanding fees and client disbursements. All other materials shall thereupon constitute our own files and property, and these materials, including lawyer work product pertaining to the transaction, will be retained or discarded by us at our sole discretion. You also agree with respect to any documents or information relating to our representation of you in any matter which have been lawfully disclosed to the public in any manner, such as by posting on EMMA, your website, newspaper publications, filings with a County Clerk or Recorder or with the Secretary of State, or otherwise, that we are permitted to make such documents or information available to other persons in our reasonable discretion. Such documents might include (without limitation) legal opinions, official statements, bond resolutions or ordinances, or like documents as assembled and made public in a governmental securities offering.

We call your attention to the Village's own record keeping requirements as required by the Service. Answers to frequently asked questions pertaining to those requirements can be found on the Service's website under frequently asked questions related to tax-exempt bonds at www.irs.gov (click on "Tax Exempt Bond Community", then "Frequently Asked Questions"),

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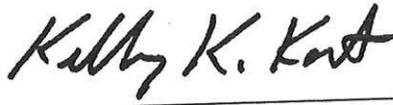
and it will be your obligation to comply for at least as long as any of the Bonds (or any future bonds issued to refund the Bonds) are outstanding, plus three years.

I. YOUR SIGNATURE REQUIRED

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer not later than 30 days after the date of this letter, retaining the original for your files. We will provide copies of this letter to certain of the Participants to provide them with an understanding of our role. We look forward to working with you.

Very truly yours,

CHAPMAN AND CUTLER LLP

By 
Kelly K. Kost

Accepted and Approved:

VILLAGE OF LA GRANGE, COOK
COUNTY, ILLINOIS

By: _____

Title: _____

Date: _____, 2012

KK:kd
Enclosure

cc: Mr. Zoran Milutinovic

Special Note: This letter must be signed and returned not later than 30 days after the date of this letter.

5-0.14

VILLAGE OF LA GRANGE
Finance Department

BOARD REPORT

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

FROM: Bob Pilipiszyn, Village Manager,
Lou Cipparrone, Finance Director,
Joe Munizza, Assistant Finance Director

DATE: April 19, 2012

RE: **RESOLUTION — APPROVING THE FY 2012-13 OPERATING
AND CAPITAL IMPROVEMENTS BUDGET**

Please find attached a resolution approving the Village of La Grange's annual Operating and Capital Improvements Budget for the fiscal year beginning May 1, 2012. Several workshops have been conducted over the past six months to develop this final FY 2012-13 Five-Year Operating and Capital Improvement Budget document. In addition, a public hearing was held on Monday, April 9, 2012 to provide residents with a final opportunity to comment on the proposed budget document. No public or written comments were received regarding the FY 2012-13 budget document.

At the Village Board meeting held on April 9, 2012, it was the consensus of the Village Board to table the adoption of the resolution approving the FY 2012-13 operating and capital improvements budget due to the defeat of the proposed 1% increase in the municipal utility taxes for gas and electricity which would have become effective July 1, 2012. This revenue enhancement was an integral part of our five-year financial plan to maintain Village services, present balanced operating budgets, and to begin to replenish reserves as a result of these anticipated surpluses. The intended outcomes from this revenue enhancement were also consistent with the strategic goals and values as announced by the Village Board at its planning session in November, 2011 which were - preserving the quality of life in La Grange, strong financial management, continued delivery of core services and support staff resources.

While the defeat of the proposed 1% increase in the utility tax was not anticipated based on prevailing comments throughout the budget development process, what we heard as a re-occurring theme from some of those members on the Village Board who expressed concern with this tax increase was the aggregate effect of implementing several tax and fee increases on residents proposed to become effective during the next fiscal year beginning May 1, 2012. Quite frankly, all members of the Village Board to a person, have expressed their regret to increase taxes. While there are mixed individual opinions on the Village Board as to the proposed budget, we have no other recourse but to take the commentary we identified as some measure of guidance in addressing how to revise the proposed budget with an annual shortfall of revenue of

\$175,000 per year, at this hour in time before the start of the new fiscal year. The approach we took to be responsive was to post-pone the utility tax increase to FY 2013-14.

What this means is that the General Fund will now reflect a deficit of \$131,000 for FY 2012-13. If the utility tax increase is implemented in FY 2013-14, modest surpluses are projected over the next four fiscal years thereafter. At the end of the five-year financial planning period as revised, General Fund reserves are projected to be approximately 47.8% of annual operating expenditures.

Conversely, if the 1% increase in the municipal utility taxes is not approved in FY 2013-14, General Fund reserves are reduced by approximately \$800,000, decreasing to 42.2% of annual operating expenditures in FY 2016-17. This would be the lowest reserve balance in the General Fund since the early-1990's. In order to maintain financial stability and avoid such a decrease in General Fund reserves, the Village would need to further reduce its workforce through forced attrition, resulting in a reduction of operating services and/or capital improvements.

Finally, we note for the Village Board that only the FY 2012-13 operating and capital improvement budget is required to be adopted tonight. Subsequent fiscal year budgets through FY 2016-17, which include the increase in municipal utility taxes that would be effective starting on May 1, 2013, are presented only for informational purposes. Please note that State law requires the Village to adopt an annual budget prior to the beginning of the fiscal year to which it applies. If an annual budget is not adopted prior to May 1st, the Village will not have the legal authority to spend funds starting on May 1, 2012, and in effect, Village government will shut down.

If a one-year deferment of the 1% increase in the utility tax is not the consensus of the Village Board, then we need to know that now as well, so that we can take that as direction going into the next budget development cycle.

Please find attached a summary of revenue and expenditure adjustments which reconciles the preliminary FY 2012-13 budget to the final FY 2012-13 budget. Two adjustments are reflected in the reconciliation: 1) health insurance expenditures have been reduced in all Village operating departments and funds due to the rate freeze for health insurance premiums, and 2) a decrease in General Fund revenue due to the increase in the municipal utility tax for gas and electricity not being approved for FY 2012-13.

Also attached are the General Fund budget pages which needed to be revised due to the 1% utility tax increase not being approved for FY 2012-13. As General Fund departmental expenditures and other fund budgets were not impacted by the reduction in utility tax revenue, these pages are submitted as an addendum to the final FY 2012-13 operating and capital improvements budget.

We recommend that the attached resolution, adopting the FY 2012-13 Operating and Capital Improvements Budget, be approved.

5-E.1

VILLAGE OF LA GRANGE

A RESOLUTION ADOPTING THE FY 2012-13 OPERATING
AND CAPITAL IMPROVEMENTS BUDGET

RESOLUTION R-12-_____

BE IT RESOLVED that the President and Board of Trustees of the Village of La Grange adopt the FY 2012-13 Operating and Capital Improvements Budget as set forth in the budget documents as attached hereto and made a part hereof.

Adopted this 23rd day of April, 2012, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

Approved by me this 23rd day of April, 2012

Elizabeth M. Asperger, Village President

ATTEST:

Thomas Morsch, Village Clerk

5-E.2

**VILLAGE OF LA GRANGE - VILLAGE BUDGET ADJUSTMENTS
FY 2011-12 THROUGH FY 2016-17**

SUMMARY OF ADJUSTMENTS

	2011-12 EST ACT	2012-13 BUDGET	2013-14 BUDGET	2014-15 BUDGET	2015-16 BUDGET	2016-17 BUDGET
REVENUES-ALL FUNDS						
Proposed All Funds Revenues	23,575,442	28,052,348	26,837,498	26,200,896	27,967,618	27,661,752
Revised All Funds Revenues	23,575,442	27,877,348	26,837,498	26,200,896	27,967,618	27,661,752
All Funds-Revenue Adjustments Increase / (Decrease)	0	(175,000)	0	0	0	0
EXPENDITURES-ALL FUNDS						
Proposed All Funds Expenditures	(24,435,336)	(27,681,151)	(28,148,623)	(24,458,478)	(27,232,408)	(25,750,023)
Revised All Funds Expenditures	(24,435,336)	(27,604,751)	(28,066,449)	(24,370,091)	(27,302,338)	(25,812,763)
All Funds-Expenditures Adjustments (Increase) / Decrease	0	76,400	82,174	88,387	(69,930)	(62,740)

DETAIL OF ADJUSTMENTS

REVENUES - GENERAL FUND

Fund	Account	Description	2011-12 EST ACT	2012-13 BUDGET	2013-14 BUDGET	2014-15 BUDGET	2015-16 BUDGET	2016-17 BUDGET
General	01-00-50-5050	Utility Tax - Proposed 1% Increase Postponed to to FY 2013-14, Pending Board Approval		(175,000)	-	-	-	-
Total General Fund Revenue Adjustments Increase / (Decrease)			-	(175,000)	-	-	-	-

REVENUES - OTHER FUNDS

n/a	n/a	n/a	-	-	-	-	-	-
Total Other Funds Revenue Adjustments Increase / (Decrease)			-	-	-	-	-	-
Total All Funds Revenue Adjustments Increase / (Decrease)			-	(175,000)	-	-	-	-

EXPENDITURES - GENERAL FUND

Fund	Account	Description	2011-12 EST ACT	2012-13 BUDGET	2013-14 BUDGET	2014-15 BUDGET	2015-16 BUDGET	2016-17 BUDGET
Adm	01-02-60-6010	Health Ins - Zero Percent Renewal	-	2,535	2,725	2,930	3,150	3,386
Finance	01-03-60-6010	Health Ins - Zero Percent Renewal	-	4,267	4,587	4,931	5,301	5,698
Com Dvlp	01-06-60-6010	Health Ins - Zero Percent Renewal	-	5,071	5,451	5,860	6,299	6,772
Police	01-07-60-6010	Health Ins - Zero Percent Renewal	-	24,098	25,950	27,946	30,097	32,414
Fire	01-09-60-6010	Health Ins - Zero Percent Renewal	-	18,011	19,362	20,814	22,375	24,053
DPW	01-11-60-6010	Health Ins - Zero Percent Renewal	-	9,740	10,471	11,256	12,100	13,007
Total General Fund Expenditure Adjustments (Increase) / Decrease			-	63,722	68,546	73,737	79,322	85,330

EXPENDITURE - OTHER FUNDS

Water	50-00-60-6010	Health Ins - Zero Percent Renewal	-	9,740	10,470	11,256	12,099	13,007
Parking	51-00-60-6010	Health Ins - Zero Percent Renewal	-	1,871	2,011	2,161	2,324	2,498
Sewer	80-00-60-6010	Health Ins - Zero Percent Renewal	-	1,067	1,147	1,233	1,325	1,425
Total Other Funds Expenditure Adjustments (Increase) / Decrease			-	12,678	13,628	14,650	15,748	16,930
Total All Funds Expenditure Adjustments (Increase) / Decrease			-	76,400	82,174	88,387	95,070	102,260

GENERAL FUND SURPLUS/(DEFICIT)

Proposed General Fund Surplus/(Deficit)	(160,185)	(20,287)	83,420	32,474	(3,162)	(50,664)
ADD: General Fund Revenue Adjustments Increase / (Decrease)	-	(175,000)	-	-	-	-
LESS: General Fund Expenditure Adjustments (Decrease) / Increase	-	63,722	68,546	73,737	79,322	85,330
Revised General Fund Surplus / (Deficit)	(160,185)	(131,565)	151,966	106,211	76,160	34,666

5-E.3

VILLAGE OF LA GRANGE
GENERAL FUND
FUND BALANCE SUMMARY THROUGH APRIL 30, 2017

					Fund Balance as % of Annual Expenditures
Fund Balance, April 30, 2009			7,686,967		
Revenues	2009-10	11,929,187			
Expenses	2009-10	<u>(12,480,657)</u>	<u>(551,470)</u>		
Fund Balance, April 30, 2010			7,135,497		57.17%
Revenues	2010-11	11,733,613			
Expenses	2010-11	<u>(12,131,487)</u>	<u>(397,874)</u>		
Fund Balance, April 30, 2011			6,737,623		55.54%
Revenues	2011-12	12,255,932			
Expenses	2011-12	<u>(12,416,117)</u>	<u>(160,185)</u>		
Fund Balance, April 30, 2012			6,577,438		52.98%
Revenues	2012-13	12,401,406			
Expenses	2012-13	<u>(12,532,971)</u>	<u>(131,565)</u>		
Fund Balance, April 30, 2013*			6,445,873		51.43%
Revenues	2013-14	13,030,796			
Expenses	2013-14	<u>(12,878,830)</u>	<u>151,966</u>		
Fund Balance, April 30, 2014*			6,597,839		51.23%
Revenues	2014-15	13,450,946			
Expenses	2014-15	<u>(13,344,736)</u>	<u>106,211</u>		
Fund Balance, April 30, 2015*			6,704,050		50.24%
Revenues	2015-16	13,860,641			
Expenses	2015-16	<u>(13,784,481)</u>	<u>76,160</u>		
Fund Balance, April 30, 2016*			6,780,210		49.19%
Revenues	2016-17	14,281,200			
Expenses	2016-17	<u>(14,246,534)</u>	<u>34,666</u>		
Fund Balance, April 30, 2017*			<u>6,814,876</u>		47.84%

* Includes \$750,000 Assigned Fund Balance for Economic Development. Without the assigned Funds, Fund Balance at the end of FY 20016-17 is 42.57%

5-E.4

**GENERAL CORPORATE FUND
REVENUES
THROUGH APRIL 30, 2016**

ACCT. NO.	ACCOUNT DESCRIPTION	2009-10 ACTUAL	2010-11 ACTUAL	2011-12 BUDGET	2011-12 EST. ACT	2012-13 BUDGET	2013-14 BUDGET	2014-15 BUDGET	2015-16 BUDGET	2016-17 BUDGET
5000	PROPERTY TAXES	4,150,034	4,093,626	4,356,927	4,328,424	4,482,011	4,645,917	4,783,887	4,925,455	5,070,682
5002	ROAD & BRIDGE TAXES	110,542	124,470	124,325	128,929	132,797	136,781	140,884	145,111	149,464
5004	REPLACEMENT TAXES	240,262	267,063	214,002	247,047	251,000	258,530	266,286	274,274	282,502
5009	SSA - CBD MAINTENANCE	69,642	61,286	58,468	58,468	61,244	62,775	64,344	65,953	67,602
5030	INCOME TAX	1,239,647	1,216,904	1,248,670	1,200,000	1,237,500	1,274,625	1,312,864	1,352,250	1,392,817
5040	SALES TAX	1,180,617	1,226,246	1,315,800	1,290,000	1,315,000	1,341,000	1,368,000	1,395,000	1,423,000
5041	LOCAL USE TAX	179,852	227,406	185,678	236,360	253,465	261,069	268,901	276,968	285,278
5042	NON-HOME RULE SALES TAX	224,807	234,130	250,000	245,000	250,000	255,000	260,000	265,000	270,000
5050	UTILITY TAX COMED/NICOR (3%)	476,791	525,432	550,000	500,000	525,000	715,000	730,000	745,000	760,000
5055	SIMPLIFIED TELECOM TAX (4%)	569,607	528,385	550,000	540,000	675,000	690,000	705,000	720,000	735,000
5070	PROPERTY TAX-POLICE PENSION	563,848	812,318	790,945	784,515	794,310	834,026	875,727	919,513	965,489
5075	PROPERTY TAX-FIRE PENSION	587,972	760,590	794,355	787,640	769,974	808,473	848,896	891,341	935,908
	TOTAL TAXES	9,593,621	10,077,856	10,439,170	10,346,383	10,747,301	11,283,195	11,624,790	11,975,865	12,337,742
	FINES, LICENSES, AND PERMITS									
5101	VEHICLES LICENSES	166,185	224,562	245,000	230,000	230,000	230,000	230,000	230,000	230,000
5102	ANIMAL LICENSES	10,502	10,710	10,000	10,000	10,000	10,000	10,000	10,000	10,000
5103	BUSINESS LICENSES	30,244	29,259	30,000	30,000	30,000	30,000	30,000	30,000	30,000
5104	LIQUOR LICENSES	35,600	37,169	35,000	35,000	35,000	35,000	35,000	35,000	35,000
5105	ELEVATOR INSPECTION FEES	9,750	9,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
5110	BUILDING PERMITS	204,041	239,265	250,000	230,000	280,000	280,000	300,000	300,000	300,000
5111	FILING/ZONING FEES	4,250	2,150	7,500	7,500	7,500	7,500	7,500	7,500	7,500
5112	CONTRACTOR LICENSE FEE	48,825	54,795	48,000	50,000	50,000	50,000	50,000	50,000	50,000
5113	FIRE-PLAN REVIEW FEES	930	575	1,000	1,000	1,000	1,000	1,000	1,000	1,000
5116	FRANCHISE FEE - CABLE	173,673	196,085	180,000	204,000	205,000	210,000	215,000	220,000	225,000
5118	SPRINT ANTENNA LEASE	33,253	34,583	35,966	35,966	37,405	38,901	40,457	42,075	43,758
5120	FINES-VILLAGE VIOLATIONS	83,782	71,225	90,000	76,500	85,000	100,000	100,000	100,000	100,000
5121	FINES - COMPLIANCE VIOLATNS	55,604	54,089	60,000	50,000	50,000	60,000	60,000	60,000	60,000
5122	FINES - CIRCUIT COURT FINES	58,092	57,953	50,000	55,000	55,000	55,000	55,000	55,000	55,000
5123	FINES - POUND FEES	804	300	2,000	2,000	2,000	2,000	2,000	2,000	2,000
5124	FINES - FALSE ALARMS	4,300	3,575	5,000	5,000	5,000	5,000	5,000	5,000	5,000
5125	DUI FINES	3,076	1,260	3,000	3,000	3,000	3,000	3,000	3,000	3,000
5190	ALARM USER FEE	23,321	22,259	19,000	19,000	19,000	19,000	19,000	19,000	19,000
5191	ACCIDENT REPORTS	3,170	1,753	3,500	3,500	3,500	3,500	3,500	3,500	3,500
	TOTAL FINES, LICENSES, AND PERMITS	949,402	1,050,567	1,080,966	1,053,466	1,114,405	1,145,901	1,172,457	1,179,075	1,185,758
	INTERGOVERNMENTAL REVENUES									
5310	GRANTS - ST. OF IL	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100
5312	GRANTS - IDOT HWY MNT	59,844	61,981	64,500	63,874	65,500	67,500	69,500	71,500	73,500
5315	GRANTS - OTHER	9,825	70,626	70,958	70,958	-	-	-	-	-
	TOTAL INTERGOVERNMENTAL	70,769	133,707	136,558	135,932	66,600	68,600	70,600	72,600	74,600

5-E.5

**GENERAL CORPORATE FUND
REVENUES
THROUGH APRIL 30, 2016**

ACCT. NO.	ACCOUNT DESCRIPTION	2009-10 ACTUAL	2010-11 ACTUAL	2011-12 BUDGET	2011-12 EST. ACT	2012-13 BUDGET	2013-14 BUDGET	2014-15 BUDGET	2015-16 BUDGET	2016-17 BUDGET
INTEREST INCOME										
5500	INVESTMENT INTEREST	139,008	60,571	75,000	35,000	65,000	125,000	175,000	225,000	275,000
5502	INTEREST-PROPERTY TAX	658	768	5,000	5,000	5,000	5,000	5,000	5,000	5,000
TOTAL INTEREST INCOME		139,666	61,339	80,000	40,000	70,000	130,000	180,000	230,000	280,000
MISCELLANEOUS REVENUE										
5820	REIMB-DAMAGED PROPERTY	32,260	46,020	12,500	25,600	12,500	12,500	12,500	12,500	12,500
5822	REIMB-COURT/JURY DUTY	74	155	-	-	-	-	-	-	-
5823	REIMB-WORKERS COMP	7,587	341	-	-	-	-	-	-	-
5827	REIMB-TRAINING COSTS	18,758	8,259	5,000	12,014	5,000	5,000	5,000	5,000	5,000
5832	REIMB-PROSECUTOR	55,095	34,125	5,000	17,500	5,000	5,000	5,000	5,000	5,000
5860	AUCTION PROCEEDS	1,181	852	1,000	768	1,000	1,000	1,000	1,000	1,000
5861	PISTOL RANGE FEES	3,825	1,950	2,000	-	2,000	2,000	2,000	2,000	2,000
5862	ADMIN. REFUSE CREDIT	25,000	-	25,000	21,669	25,000	25,000	25,000	25,000	25,000
5863	COMMERCIAL REFUSE LCNS	25,000	20,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
5866	AMBULANCE TRANSPORT FEE	208,807	206,118	215,000	220,000	220,000	220,000	220,000	220,000	220,000
5867	WEED CUTTING	3,370	1,837	-	-	-	-	-	-	-
5868	LA GRANGE RD DEPOT - SUBLET	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600
5870	REIMB - POLICE PENSION	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
5875	REIMB - FIRE PENSION	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
5876	DONATIONS-COMM. POLICING	22,658	-	-	-	-	-	-	-	-
5899	MISCELLANEOUS REVENUES	764,514	32,887	25,000	140,000	25,000	25,000	25,000	25,000	25,000
TOTAL MISC. REVENUES		1,175,729	360,144	323,100	470,151	328,100	328,100	328,100	328,100	328,100
TRANSFERS IN										
5924	FROM ETSB FUND	-	50,000	50,000	50,000	75,000	75,000	75,000	75,000	75,000
5990	FROM DEBT SERVICE FUND	-	-	160,000	160,000	-	-	-	-	-
		-	50,000	210,000	210,000	75,000	75,000	75,000	75,000	75,000
TOTAL REVENUES		11,929,187	11,733,613	12,269,794	12,255,932	12,401,406	13,030,796	13,450,946	13,860,641	14,281,200
5999	RESERVED FUND BALANCE	-	-	-	-	-	-	-	-	-
TOTAL REVENUES AND APPROPRIATION OF FUND BAL		11,929,187	11,733,613	12,269,794	12,255,932	12,401,406	13,030,796	13,450,946	13,860,641	14,281,200

BUD12/13GENBUD

5-E.6

**GENERAL CORPORATE FUND
EXPENDITURES
THROUGH APRIL 30, 2016**

DEPT NO. GENERAL FUND	2009-10 ACTUAL	2010-11 ACTUAL	2011-12 BUDGET	2011-12 EST. ACT	2012-13 BUDGET	2013-14 BUDGET	2014-15 BUDGET	2015-16 BUDGET	2016-17 BUDGET
02 ADMINISTRATION	351,328	358,749	346,048	337,217	343,215	363,576	376,410	389,850	403,930
03 FINANCE	339,713	340,507	353,119	340,197	329,200	346,120	357,940	371,676	383,741
04 LEGAL	372,999	325,302	256,000	260,960	246,000	246,000	246,000	246,000	246,000
06 COMMUNITY DEVELOPMENT	806,524	707,477	718,293	718,763	760,005	781,904	813,503	816,037	839,917
07 POLICE DEPARTMENT	3,812,915	3,655,820	3,758,247	3,734,070	3,716,760	3,878,631	4,041,409	4,201,026	4,356,657
08 AUXILIARY POLICE	7,418	4,805	12,100	9,700	12,100	12,100	12,100	12,100	12,100
09 FIRE DEPARTMENT	2,202,133	2,092,379	2,280,395	2,317,275	2,302,506	2,376,313	2,494,686	2,602,867	2,710,845
10 BUILDING & GROUNDS	223,660	170,008	196,570	185,057	198,383	183,883	196,383	184,883	197,383
11 PUBLIC WORKS	1,736,541	1,581,071	1,661,265	1,664,466	1,748,909	1,815,778	1,860,280	1,912,985	1,962,142
12 PRESIDENT & BOARD	87,356	73,506	76,509	75,034	69,709	79,209	67,209	80,709	75,709
19 GENERAL LEDGER	2,540,070	2,821,864	2,807,198	2,773,379	2,806,182	2,795,316	2,878,817	2,966,348	3,058,110
TOTAL EXPENDITURES	12,480,657	12,131,487	12,465,743	12,416,117	12,532,971	12,878,830	13,344,736	13,784,481	14,246,534

BUDGETED SURPLUS (DEFICIT)

TOTAL REVENUES AND APPROPRIATION OF FUND BAL	11,929,187	11,733,613	12,269,794	12,255,932	12,401,406	13,030,796	13,450,946	13,860,641	14,281,200
LESS: TOTAL EXPENDITURES	(12,480,657)	(12,131,487)	(12,465,743)	(12,416,117)	(12,532,971)	(12,878,830)	(13,344,736)	(13,784,481)	(14,246,534)
BUDGETED SURPLUS (DEFICIT)	(551,470)	(397,874)	(195,949)	(160,185)	(131,565)	151,966	106,211	76,160	34,666

5-E.7