

# Village of La Grange



## VILLAGE BOARD MEETING

MONDAY, JUNE 25, 2012

7:30 p.m.

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, June 25, 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. Award of Contract and Engineering Services Agreement – Poplar Place Drainage Improvement Project
    - Ordinance – Authorizing Acquisition of Permanent Easement for the Poplar Place Drainage Improvement Project
  
  - B. Engineering Services Agreement – Baxter & Woodman, Inc. – Detailed Engineering and Design Services for the Reconstruction of Lot 13
    - Grant Agreement – Illinois Environmental Protection Agency – Illinois Green Infrastructure Grant Program
  
  - C. Engineering Services Agreement – FY 2013-2014 Neighborhood Street Resurfacing Project

- D. Award of Contract – Leaf Hauling and Disposal
  - E. Award of Contract – 2012 50/50 Sidewalk Replacement Program
  - F. Ordinance – Prevailing Wage Rates for 2012
  - G. Minutes of the Village of La Grange Board of Trustees Regular Meeting Monday, June 11, 2012
  - H. Consolidated Voucher 120625
5. CURRENT BUSINESS  
*This agenda item includes consideration of matters being presented to the Board of Trustees for action.*
- A. Budget Amendments FY 2012-13: *Referred to Trustee Nowak*
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.*
- A. Electricity Aggregation
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.*
- A. Closed Session – Matters Related to Collective Bargaining
9. TRUSTEE COMMENTS  
*The Board of Trustees may wish to comment on any matters.*
10. ADJOURNMENT

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

**OMNIBUS VOTE**

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

DATE: June 25, 2012

RE: **AWARD OF CONTRACT AND ENGINEERING SERVICES  
AGREEMENT – POPLAR PLACE DRAINAGE IMPROVEMENT  
PROJECT**

**ORDINANCE – AUTHORIZING ACQUISITION OF PERMANENT  
EASEMENT FOR THE POPLAR PLACE DRAINAGE  
IMPROVEMENT PROJECT**

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The Village initiated a drainage investigation for Poplar Place due to complaints received by residents related to street, rear yard and basement flooding along Poplar Place north of Hillgrove Avenue. An engineering study determined that the existing sewer system that serves the public right-of-way and adjacent properties was not constructed with a proper storm water outfall to serve this neighborhood.

On April 25, 2011, the Board approved an engineering agreement with Baxter & Woodman at a cost of \$25,805 to develop detailed engineering plans and specifications. The plans and specifications were completed in April 2012. The plans called for a new 12-inch storm sewer to be constructed between Poplar Place and Edgewood Avenue and connect into the existing storm sewer system on Edgewood Avenue. The capacity of this new sewer will be limited due to the size of the existing sewer system, however the new sewer will provide an outlet for storm water to drain from the area which does not exist in its current form. The project also includes sewer lining for some of the existing sanitary sewers, relocation of several water mains that are in conflict with existing sewers, and roadway and sidewalk repairs.

The proposed improvements require the new sewer to transverse across two private properties from Poplar Place to Edgewood Avenue to connect to the existing storm sewer. The properties involved are 39 N. Poplar and 32 N. Edgewood. There is an existing easement located on the south and rear lot lines of 39 N. Poplar that will be utilized for the new sewer. The existing landscaping and fencing that will be removed within the easement area for the installation of the new sewer is planned to be replaced.

A new permanent easement is required for 32 N. Edgewood since an easement does not currently exist on this property. A map and legal description of the proposed permanent easement is attached. The property owner has agreed to grant the Village an easement to

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construct the new sewer in exchange for a one-time fee of \$3,000. Village Attorney Mark Burkland has prepared the attached ordinance and agreement, which authorize the acquisition of the easement. Staff recommends approval of the ordinance.

The project was advertised for bidding on May 23, 2012 and the bid opening was held on June 13, 2011. A total of 15 firms picked up the bid documents. Two firms submitted bids as tabulated below.

<b>Summary of Bid Results</b>					
<b>Rank</b>	<b>Contractor</b>	<b>Base Bid Amount</b>	<b>Variance</b>	<b>Alternate Bid Amount</b>	<b>Variance</b>
1	Brothers Asphalt Paving, Inc.	312,995	88%	342,495	89%
2	Suburban General Construction Inc.	326,444	92%	357,425	93%
	Engineer's Estimate	355,000		386,000	

In the attached analysis from Baxter & Woodman, they find the low bidder, Brothers Asphalt Paving, Inc. to be lowest, responsible, and responsive Bidder, and technically capable to perform the work as specified. Baxter & Woodman recommends awarding the contract to this firm in the amount of \$342,495. We concur with Baxter & Woodman's assessment and recommend awarding the contract to Brothers Asphalt Paving, Inc.

The contract requires the contractor to complete the project within 25 working days (5 weeks.) We anticipate the schedule for the project as follows:

<u>Action</u>	<u>Completion Date</u>
Construction Start	July, 2012
Substantial Completion	August, 2012

Also attached for your consideration and approval is an agreement for the Construction Engineering Services contract. We recommend Baxter & Woodman perform the construction management for this project based on their knowledge of this project and experience in this type of work. Baxter & Woodman proposes to complete all construction inspection, documentation, preparation of contractor payments, and submission of as-built drawings for an amount not to exceed \$28,350.

If approved, a task order with Baxter & Woodman will be executed for this work in accordance with their task order contract. This document is attached for your consideration. Staff recommends approval of this agreement.

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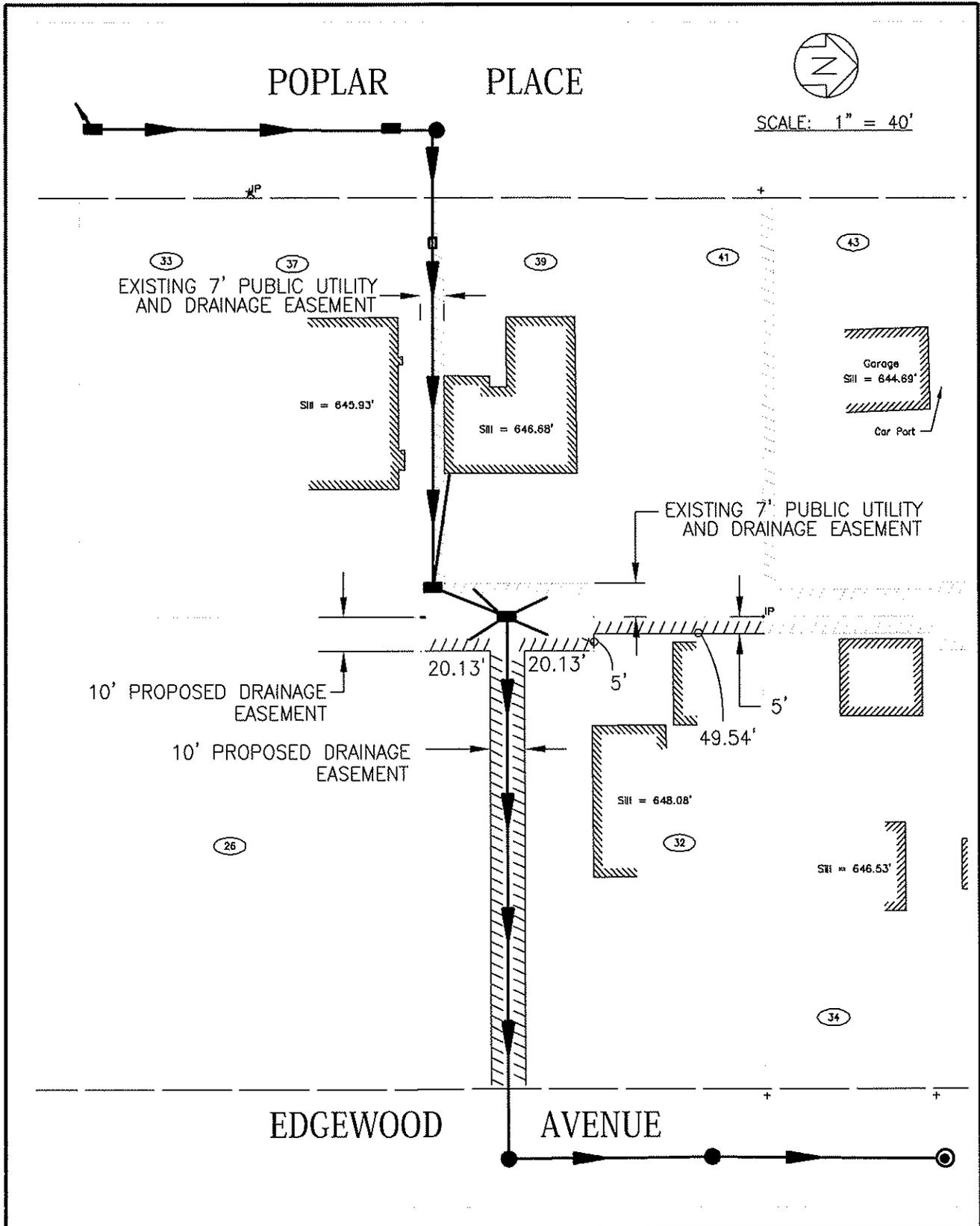
Construction Contract / Engineering Services Agreement  
 Poplar Place Drainage Improvements Project  
 Board Report – June 25, 2012 – Page 3

The FY2011-12 Budget included \$25,000 for the completion of the detailed engineering for the project. The FY2012-13 Budget includes \$200,000 in the Sewer Fund and \$250,000 in the Capital Projects Fund for construction and construction engineering. The overall project budget for the Poplar Place Drainage Improvements Project is as follows:

<b>POPLAR PLACE DRAINAGE IMPROVEMENTS</b>	<b>BUDGET</b>
Expenses	
<b>Engineering</b>	
Phase II – Development of Plans and Specifications	25,805
Phase III – Construction Engineering	28,350
<b>Subtotal</b>	<b>54,155</b>
<b>Construction</b>	
Right-of-Way Acquisition	3,000
Construction	342,495
Landscape Restoration	7,913
<b>Subtotal</b>	<b>353,408</b>
<b>Total</b>	<b>407,563</b>
Revenues	
Capital Projects Fund – FY2011-12 Budget (Engineering)	25,000
Capital Projects Fund - FY2012-13 Budget (Construction)	250,000
Sewer Fund – FY2012-13 Budget (Construction)	200,000
<b>Total</b>	<b>475,000</b>

In summary, we recommend approval of a contract with Brothers Asphalt Paving, Inc. in the amount of \$342,495 for the Poplar Place Improvements Project. The final amount of the contract will be based on the actual work performed by the contractor at the unit prices listed in the contract. We also recommend approval of the task order and contract with Baxter & Woodman in the amount of \$28,350 for construction engineering services. Finally, we recommend approval of the ordinance authorizing an easement for the new sewer with the property owner located at 32 N. Edgewood.

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**BAXTER**  
  
**WOODMAN**  
 Consulting Engineers

*Baxter & Woodman*  
 Crystal Lake, Illinois  
 Mokena, Illinois  
 Burlington, Wisconsin  
 DeKalb, Illinois  
 Graylake, Illinois  
 Plainfield, Illinois  
 Hasca, Illinois  
 Madison, Wisconsin  
 Chicago, Illinois

**VILLAGE OF LA GRANGE, ILLINOIS**

POPLAR PLACE DRAINAGE IMPROVEMENTS

EASEMENT EXHIBIT

DESIGNED BY	SCALE AS NOTED
DRAWN BY	PROJECT NO.
TJB	
CHECKED BY	SHEET NO.
ASA	
DATE	1 OF 1
6-19-12	

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Mr. Ryan Gillingham, P.E.  
Director of Public Works  
Village of La Grange Public Works  
320 East Avenue  
La Grange, Illinois 60525

June 15, 2012

**RECOMMENDATION TO AWARD**

***Subject: Village of La Grange – Poplar Place Drainage Improvements***

Dear Mr. Gillingham:

The following bids were received and opened by the Village on June 13, 2012 at 10:00 a.m. for the Poplar Place Drainage Improvements project located along Poplar Place and extending to Drexel Avenue and North Edgewood Avenue:

<u>Bidder</u>	<u>Base Bid</u>	<u>Alternate Bid</u>
Brother's Asphalt Paving, Inc.	\$312,995.00	\$342,495.00
Suburban General Construction, Inc.	\$326,444.00	\$357,425.00

Our pre-bid opinion of probable cost of construction for this Project was approximately \$355,000 for the Base Bid and \$386,000 for the Alternate Bid.

We have analyzed each of the bids and find Brother's Asphalt Paving, Inc. to be the lowest, responsible, and responsive Bidder.

Following is a list of a few projects that Brother's Asphalt Paving, Inc. has successfully completed for our Clients:

**1. Project Name: Burlington Avenue LAPP**

Client: Village of La Grange

Project Scope: The Scope of work includes pulverization, hot-mix binder and surface courses, structure replacement, concrete curb and gutter, pavement marking, lighting, traffic control and protection, lawn and parkway restoration, and other miscellaneous items of work.

Contract Value: Approximately \$265,000

Baxter & Woodman, Inc.  
6840 W. 152<sup>nd</sup> Street  
Melrose, Illinois 60448  
708-478-2090  
www.baxterwoodman.com

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Mr. Ryan Gillingham, P.E.  
Village of La Grange

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2. **Project Name: 2009 MFT Central Business District Resurfacing Project**  
Client: Village of La Grange

Project Scope: The proposed construction consists of HMA surface removal; pavement patching; curb & gutter removal and replacement; HMA surface and binder course; drainage and structure adjustment; pavement markings; traffic control and protection, lawn and parkway restoration, and other miscellaneous items of work.

Contract Value: Approximately \$414,000

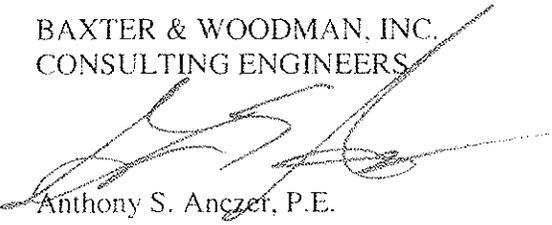
Based upon our familiarity and past working relationships with this Bidder, we believe that Brother's Asphalt Paving, Inc. is qualified to complete the Project.

Both the Base Bid and Alternate Bid submitted by Brother's Asphalt Paving, Inc. are below the Engineer's Estimate of Probable Cost of Construction. The difference between the Base and Alternate bids is the alternate bid has an expanded scope of sewer televising and lining. We recommend to award the Contract to Brother's Asphalt Paving, Inc. in the amount of \$312,995.00 for the Base Bid or \$326,444.00 for the Alternate Bid.

Please advise us of your decision.

Very truly yours,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS

  
Anthony S. Anczer, P.E.  
Project Manager

Enclosure

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VILLAGE OF LAGRANGE  
POPLAR PLACE DRAINAGE IMPROVEMENTS

BAXTER & WOODMAN  
CONSULTING ENGINEER'S  
TABULATION OF BIDS - BASE BID

DATE/TIME: 06-10-2012 @ 10:00 A.M.

ENGINEER'S JOB NO: 110040.00

NO.	ITEM	UNIT	QTY	ENGINEER'S ESTIMATE		Brothers Asphalt Paving, Inc		Suburban Genera-	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	PARKWAY RESTORATION (SODDING)	SO YD	80E	\$ 12.00	\$9,696.00	\$ 10.00	\$ 8,000.00	\$ 10.00	\$ 8,092.00
2	ROOT PRUNING	FOOT	250	\$ 12.00	\$3,000.00	\$ 8.00	\$ 2,000.00	\$ 7.00	\$ 1,750.00
3	BITUMINOUS MATERIALS (PRIME COAT)	GAL	250	\$ 0.80	\$129.50	\$ 2.00	\$ 518.00	\$ 1.00	\$ 250.00
4	AGGREGATE (PRIME COAT)	TON	5	\$ 20.00	\$100.00	\$ 20.00	\$ 100.00	\$ 0.10	\$ 0.50
5	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	29	\$ 20.00	\$580.00	\$ 15.00	\$ 435.00	\$ 12.00	\$ 348.00
6	HOT-MIX ASPHALT SURFACE REMOVAL - 2"	SQ YD	2,590	\$ 4.00	\$10,360.00	\$ 3.00	\$ 7,770.00	\$ 4.50	\$ 11,655.00
7	LEVELING BINDER (MACHINE METHOD), N50	TON	109	\$ 100.00	\$10,900.00	\$ 80.00	\$ 8,720.00	\$ 105.00	\$ 11,445.00
8	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	218	\$ 100.00	\$21,800.00	\$ 80.00	\$ 17,440.00	\$ 105.00	\$ 21,890.00
9	CONCRETE DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT	SC YD	150	\$ 60.00	\$9,000.00	\$ 85.00	\$ 12,750.00	\$ 54.00	\$ 8,100.00
10	SIDEWALK REMOVAL	SQ FT	1,950	\$ 2.50	\$4,875.00	\$ 2.00	\$ 3,900.00	\$ 1.50	\$ 2,925.00
11	PORTLAND CEMENT CONCRETE SIDEWALK - 6" (SPECIAL)	SC FT	1,950	\$ 6.00	\$11,700.00	\$ 6.00	\$ 11,700.00	\$ 3.95	\$ 7,702.50
12	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	360	\$ 30.00	\$10,800.00	\$ 35.00	\$ 12,600.00	\$ 19.00	\$ 6,840.00
13	CLASS D PATCHES - 6"	SQ YD	442	\$ 55.00	\$24,364.00	\$ 60.00	\$ 26,520.00	\$ 45.00	\$ 19,935.00
14	INLET, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	3	\$ 800.00	\$2,400.00	\$ 1,540.00	\$ 4,620.00	\$ 750.00	\$ 2,250.00
15	INLET, TYPE A, TYPE 11V FRAME AND GRATE	EACH	3	\$ 1,000.00	\$3,000.00	\$ 1,600.00	\$ 4,800.00	\$ 850.00	\$ 2,550.00
16	CONFLICT CATCH BASIN, TYPE A, TYPE 1, OPEN LID	EACH	1	\$ 3,050.00	\$3,050.00	\$ 3,850.00	\$ 3,850.00	\$ 4,500.00	\$ 4,500.00
17	CATCH BASINS, TYPE A, 4' DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	\$ 2,800.00	\$2,800.00	\$ 2,640.00	\$ 2,640.00	\$ 2,950.00	\$ 2,950.00
18	CATCH BASINS, TYPE A, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$ 2,500.00	\$2,500.00	\$ 2,640.00	\$ 2,640.00	\$ 2,950.00	\$ 2,950.00
19	CATCH BASINS, TYPE C, TYPE 11V FRAME AND GRATE	EACH	2	\$ 2,000.00	\$4,000.00	\$ 2,000.00	\$ 4,000.00	\$ 1,900.00	\$ 3,800.00
20	MANHOLES, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	1	\$ 4,000.00	\$4,000.00	\$ 3,300.00	\$ 3,300.00	\$ 4,500.00	\$ 4,500.00
21	MANHOLES, TYPE A, TYPE 1 FRAME, CLOSED LID	EACH	1	\$ 4,000.00	\$4,000.00	\$ 3,300.00	\$ 3,300.00	\$ 4,500.00	\$ 4,500.00
22	THERMOPLASTIC PAVEMENT MARKING, LINE - 4"	FOOT	110	\$ 15.00	\$1,650.00	\$ 30.00	\$ 3,300.00	\$ 16.50	\$ 1,815.00
23	THERMOPLASTIC PAVEMENT MARKING, LINE - 3/4"	FOOT	12	\$ 20.00	\$240.00	\$ 35.00	\$ 420.00	\$ 49.00	\$ 480.00
24	STORM SEWER REMOVAL	FOOT	150	\$ 15.00	\$2,250.00	\$ 12.00	\$ 1,800.00	\$ 1.00	\$ 150.00
25	TRENCH BACKFILL (SPECIAL)	CU YD	160	\$ 40.00	\$6,400.00	\$ 38.00	\$ 6,080.00	\$ 15.00	\$ 2,400.00
26	STORM SEWERS, DUCTILE IRON, CL 50 - 18"	FOOT	76	\$ 75.00	\$5,700.00	\$ 71.00	\$ 5,396.00	\$ 65.00	\$ 4,940.00
27	STORM SEWERS, DUCTILE IRON, CL 50 - 12"	FOOT	326	\$ 140.00	\$45,640.00	\$ 101.00	\$ 32,926.00	\$ 124.00	\$ 40,424.00
28	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 - 12"	FOOT	100	\$ 80.00	\$8,000.00	\$ 75.00	\$ 7,500.00	\$ 65.00	\$ 6,500.00
29	PIPE UNDERDRAINS 4"	FOOT	60	\$ 35.00	\$2,100.00	\$ 28.00	\$ 1,680.00	\$ 10.00	\$ 600.00
30	FLAP VALVES, 12"	EACH	4	\$ 2,500.00	\$10,000.00	\$ 2,750.00	\$ 11,000.00	\$ 2,750.00	\$ 11,000.00
31	INLETS TO BE REMOVED	EACH	2	\$ 250.00	\$500.00	\$ 180.00	\$ 360.00	\$ 100.00	\$ 200.00
32	CATCH BASINS TO BE REMOVED	EACH	3	\$ 500.00	\$1,500.00	\$ 280.00	\$ 840.00	\$ 100.00	\$ 300.00
33	MANHOLES TO BE REMOVED	EACH	2	\$ 800.00	\$1,600.00	\$ 280.00	\$ 560.00	\$ 180.00	\$ 360.00
34	DOMESTIC WATER SERVICE BOX TO BE ADJUSTED	EACH	1	\$ 150.00	\$150.00	\$ 120.00	\$ 120.00	\$ 35.00	\$ 35.00
35	DRAINAGE AND UTILITY STRUCTURE TO BE ADJUSTED	EACH	2	\$ 500.00	\$1,000.00	\$ 560.00	\$ 1,120.00	\$ 250.00	\$ 500.00
36	SANITARY MANHOLES TO BE ADJUSTED	EACH	5	\$ 700.00	\$3,500.00	\$ 560.00	\$ 2,800.00	\$ 950.00	\$ 4,750.00
37	SANITARY SEWER MANHOLE, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	\$ 5,000.00	\$15,000.00	\$ 3,800.00	\$ 11,400.00	\$ 4,950.00	\$ 14,850.00
38	SEWER EXCAVATION AND REPLACEMENT	FOOT	60	\$ 150.00	\$9,000.00	\$ 115.00	\$ 6,900.00	\$ 225.00	\$ 13,500.00
39	SEWER LINING (CIPP), 8-INCH	FOOT	350	\$ 45.00	\$15,750.00	\$ 35.00	\$ 12,250.00	\$ 50.00	\$ 20,000.00
40	SERVICE LATERAL REINSTATEMENT	EACH	4	\$ 200.00	\$800.00	\$ 200.00	\$ 800.00	\$ 300.00	\$ 1,200.00
41	TELEVISION SEWER, 8 TO 10-INCH	FOOT	600	\$ 2.50	\$1,500.00	\$ 4.00	\$ 2,400.00	\$ 7.50	\$ 4,500.00
42	GRINDING OF PROTRUDING SERVICE	EACH	1	\$ 250.00	\$250.00	\$ 350.00	\$ 350.00	\$ 500.00	\$ 500.00
43	SANITARY SEWER SERVICE RECONNECTION	EACH	4	\$ 1,500.00	\$6,000.00	\$ 115.00	\$ 460.00	\$ 350.00	\$ 1,400.00
44	SANITARY SERVICE RELOCATION	EACH	5	\$ 750.00	\$3,750.00	\$ 800.00	\$ 4,000.00	\$ 250.00	\$ 1,250.00
45	WATER MAIN LINE STOP, 4-INCH	EACH	2	\$ 4,500.00	\$9,000.00	\$ 3,400.00	\$ 6,800.00	\$ 1,900.00	\$ 3,800.00
46	WATER MAIN RELOCATION	EACH	1	\$ 8,000.00	\$8,000.00	\$ 4,620.00	\$ 4,620.00	\$ 7,950.00	\$ 7,950.00
47	INLET FILTER	EACH	14	\$ 150.00	\$2,100.00	\$ 80.00	\$ 1,120.00	\$ 125.00	\$ 1,750.00
48	FIRE HYDRANTS TO BE RELOCATED	EACH	1	\$ 5,000.00	\$5,000.00	\$ 3,850.00	\$ 3,850.00	\$ 5,950.00	\$ 5,950.00
49	PVC PIPE DRAINS, 6"	FOOT	35	\$ 30.00	\$1,050.00	\$ 32.00	\$ 1,120.00	\$ 20.00	\$ 700.00
50	DETECTABLE WARNINGS	SQ FT	75	\$ 25.00	\$1,875.00	\$ 46.00	\$ 2,890.00	\$ 10.00	\$ 750.00
51	CASH ALLOWANCE	DOLLAR	30,000	\$ 1.00	\$30,000.00	\$ 1.00	\$30,000.00	\$ 1.00	\$30,000.00
52	TRAFFIC CONTROL AND PROTECTION	LSJM	1	\$ 13,000.00	\$13,000.00	\$ 7,000.00	\$ 7,000.00	\$ 5,000.00	\$ 5,000.00
				ENGINEER'S APPROVED ESTIMATE OF COST		\$364,625.50			
				BIDDERS PROPOSAL FOR MAKING ENTIRE IMPROVEMENTS (AS READ)				\$ 312,995.00	
				BIDDERS PROPOSAL FOR MAKING ENTIRE IMPROVEMENTS (AS CORRECTED)				\$ 326,444.50	

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VILLAGE OF LAGRANGE  
POPLAR PLACE DRAINAGE IMPROVEMENTS

BAXTER & WOODMAN  
CONSULTING ENGINEER'S  
TABULATION OF BIDS - ALTERNATE BID

DATE/TIME 05-13-2012 @ 10:00 A.M.

ENGINEER'S JOB NO. 110048-40

NO.	ITEM	UNIT	QTY	ENGINEER'S ESTIMATE		Brothers Asphalt Paving, Inc.		Suburban Genera	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	IPARKWAY RESTORATION (SODDING)	SQ YD	80A	\$ 12.00	\$9,600.00	\$ 10.00	\$ 8,000.00	\$ 10.00	\$ 8,000.00
2	IROOT PRUNING	FOOT	250	\$ 12.00	\$3,000.00	\$ 8.00	\$ 2,000.00	\$ 7.00	\$ 1,750.00
3	IBITUMINOUS MATERIALS (PRIME COAT)	GAL	250	\$ 0.50	\$125.00	\$ 2.00	\$ 516.00	\$ 1.00	\$ 250.00
4	IAGGREGATE (PRIME COAT)	TON	5	\$ 20.00	\$100.00	\$ 20.00	\$ 100.00	\$ 1.10	\$ 5.50
5	IHOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	20	\$ 20.00	\$400.00	\$ 15.00	\$ 300.00	\$ 12.00	\$ 240.00
6	IHOT-MIX ASPHALT SURFACE REMOVAL - 1/2"	SQ YD	2,590	\$ 4.00	\$10,360.00	\$ 3.00	\$ 7,770.00	\$ 4.50	\$ 11,655.00
7	ILEVELING BINDER (MACHINE METHOD) INS0	TON	109	\$ 100.00	\$10,900.00	\$ 80.00	\$ 8,720.00	\$ 105.00	\$ 11,445.00
8	IHOT-MIX ASPHALT SURFACE COURSE 1/2" MIX "D" NS0	TON	218	\$ 100.00	\$21,800.00	\$ 80.00	\$ 17,440.00	\$ 105.00	\$ 22,890.00
9	ICONCRETE DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT	SQ YD	150	\$ 60.00	\$9,000.00	\$ 85.00	\$ 12,750.00	\$ 54.00	\$ 8,100.00
10	ISIDEWALK REMOVAL PORTLAND CEMENT CONCRETE	SQ FT	1,950	\$ 2.50	\$4,875.00	\$ 2.00	\$ 3,900.00	\$ 1.50	\$ 2,925.00
11	ISIDEWALK - 5' (SPECIAL)	SQ FT	1,950	\$ 6.00	\$11,700.00	\$ 6.00	\$ 11,700.00	\$ 3.95	\$ 7,702.50
12	ICOMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	360	\$ 30.00	\$10,800.00	\$ 35.00	\$ 12,600.00	\$ 19.00	\$ 6,840.00
13	ICLASS D PATCHES - 6"	SQ YD	443	\$ 55.00	\$24,365.00	\$ 60.00	\$ 26,580.00	\$ 45.00	\$ 19,935.00
14	INLET TYPE A TYPE 1 FRAME OPEN LID	EACH	3	\$ 800.00	\$2,400.00	\$ 1,540.00	\$ 4,620.00	\$ 750.00	\$ 2,250.00
15	INLET TYPE A TYPE 1 1/4 FRAME AND CONFLICT CATCH BASIN TYPE A TYPE 1 OPEN LID	EACH	3	\$ 1,000.00	\$3,000.00	\$ 1,600.00	\$ 4,800.00	\$ 950.00	\$ 2,850.00
16	ICATCH BASIN TYPE A 4' DIAMETER TYPE 1 FRAME OPEN LID	EACH	1	\$ 2,800.00	\$2,800.00	\$ 2,640.00	\$ 2,640.00	\$ 2,950.00	\$ 2,950.00
17	ICATCH BASIN TYPE A 4' DIAMETER TYPE 1 FRAME CLOSED LID	EACH	1	\$ 2,500.00	\$2,500.00	\$ 2,640.00	\$ 2,640.00	\$ 2,950.00	\$ 2,950.00
18	ICATCH BASIN TYPE C TYPE 1 1/4 FRAME AND GRATE	EACH	2	\$ 2,000.00	\$4,000.00	\$ 2,000.00	\$ 4,000.00	\$ 1,900.00	\$ 3,800.00
19	IMANHOLES TYPE A TYPE 1 FRAME OPEN LID	EACH	1	\$ 4,000.00	\$4,000.00	\$ 3,300.00	\$ 3,300.00	\$ 4,500.00	\$ 4,500.00
20	IMANHOLES TYPE A TYPE 1 FRAME OPEN LID	EACH	1	\$ 4,000.00	\$4,000.00	\$ 3,300.00	\$ 3,300.00	\$ 4,500.00	\$ 4,500.00
21	ITHERMOPLASTIC PAVEMENT MARKING LINE - 4"	FOOT	110	\$ 15.00	\$1,650.00	\$ 30.00	\$ 3,300.00	\$ 18.50	\$ 2,035.00
22	ITHERMOPLASTIC PAVEMENT MARKING LINE - 24"	FOOT	12	\$ 20.00	\$240.00	\$ 35.00	\$ 420.00	\$ 40.00	\$ 480.00
23	ISTORM SEWER REMOVAL	FOOT	150	\$ 15.00	\$2,250.00	\$ 12.00	\$ 1,800.00	\$ 1.00	\$ 150.00
24	ITRENCH BACKFILL (SPECIAL)	CU YD	160	\$ 40.00	\$6,400.00	\$ 38.00	\$ 6,080.00	\$ 15.00	\$ 2,400.00
25	ISTORM SEWERS DUCTILE IRON CL 50 - 18"	FOOT	70	\$ 75.00	\$5,250.00	\$ 71.00	\$ 5,395.00	\$ 65.00	\$ 4,550.00
26	ISTORM SEWERS DUCTILE IRON CL 50 - 12"	FOOT	326	\$ 140.00	\$45,640.00	\$ 101.00	\$ 32,926.00	\$ 115.00	\$ 37,480.00
27	ISTORM SEWERS RUBBER GASKET CLASS A TYPE 2 - 12"	FOOT	100	\$ 80.00	\$8,000.00	\$ 76.00	\$ 7,600.00	\$ 65.00	\$ 6,500.00
28	IPPIPE UNDERDRAINS 4"	FOOT	60	\$ 35.00	\$2,100.00	\$ 28.00	\$ 1,680.00	\$ 10.00	\$ 600.00
29	IFLAP VALVES 12"	EACH	4	\$ 2,500.00	\$10,000.00	\$ 2,750.00	\$ 11,000.00	\$ 2,750.00	\$ 11,000.00
30	INLETS TO BE REMOVED	EACH	2	\$ 230.00	\$460.00	\$ 180.00	\$ 360.00	\$ 100.00	\$ 200.00
31	ICATCH BASINS TO BE REMOVED	EACH	2	\$ 500.00	\$1,000.00	\$ 280.00	\$ 560.00	\$ 100.00	\$ 200.00
32	IMANHOLES TO BE REMOVED	EACH	2	\$ 500.00	\$1,000.00	\$ 280.00	\$ 560.00	\$ 100.00	\$ 200.00
33	IDOMESTIC WATER SERVICE BOX TO BE ADJUSTED	EACH	1	\$ 150.00	\$150.00	\$ 120.00	\$ 120.00	\$ 35.00	\$ 35.00
34	IDRAINAGE AND UTILITY STRUCTURE TO BE ADJUSTED	EACH	2	\$ 500.00	\$1,000.00	\$ 560.00	\$ 1,120.00	\$ 250.00	\$ 500.00
35	ISANITARY MANHOLES TO BE ADJUSTED	EACH	5	\$ 700.00	\$3,500.00	\$ 560.00	\$ 2,800.00	\$ 950.00	\$ 4,750.00
36	ISANITARY SEWER MANHOLE 4' DIAMETER TYPE 1 FRAME CLOSED LID	EACH	3	\$ 5,000.00	\$15,000.00	\$ 3,600.00	\$ 10,800.00	\$ 4,950.00	\$ 14,850.00
37	ISEWER EXCAVATION AND REPLACEMENT	FOOT	60	\$ 180.00	\$10,800.00	\$ 115.00	\$ 6,900.00	\$ 225.00	\$ 13,500.00
38	ISEWER LINING (CIPP) 8-INCH	FOOT	350	\$ 40.00	\$14,000.00	\$ 35.00	\$ 12,250.00	\$ 1.00	\$ 350.00
39	ISEWER LINING (CIPP) 10-INCH	FOOT	670	\$ 41.00	\$27,470.00	\$ 40.00	\$ 26,800.00	\$ 52.00	\$ 34,840.00
40	ISERVICE LATERAL REINSTATEMENT	EACH	4	\$ 200.00	\$800.00	\$ 200.00	\$ 800.00	\$ 200.00	\$ 800.00
41	ITELEVISION SEWER 8 TO 10-INCH	FOOT	1,275	\$ 2.50	\$3,187.50	\$ 4.00	\$ 5,100.00	\$ 5.00	\$ 6,375.00
42	IGRINDING OF PROTRUDING SERVICE SANITARY SEWER SERVICE	EACH	1	\$ 250.00	\$250.00	\$ 350.00	\$ 350.00	\$ 500.00	\$ 500.00
43	IRECONNECTION	EACH	4	\$ 1,500.00	\$6,000.00	\$ 115.00	\$ 460.00	\$ 350.00	\$ 1,400.00
44	ISANITARY SERVICE RELOCATION	EACH	5	\$ 750.00	\$3,750.00	\$ 800.00	\$ 4,000.00	\$ 250.00	\$ 1,250.00
45	IWATER MAIN LINE STOP 4-INCH	EACH	2	\$ 4,500.00	\$9,000.00	\$ 3,400.00	\$ 6,800.00	\$ 1,000.00	\$ 2,000.00
46	IWATER MAIN RELOCATION	EACH	1	\$ 8,000.00	\$8,000.00	\$ 4,620.00	\$ 4,620.00	\$ 7,950.00	\$ 7,950.00
47	ININLET FILTER	EACH	14	\$ 150.00	\$2,100.00	\$ 80.00	\$ 1,120.00	\$ 125.00	\$ 1,750.00
48	IFIRE HYDRANTS TO BE RELOCATED	EACH	1	\$ 5,000.00	\$5,000.00	\$ 3,850.00	\$ 3,850.00	\$ 5,950.00	\$ 5,950.00
49	IPVC PIPE DRAINS 6"	FOOT	35	\$ 20.00	\$700.00	\$ 32.00	\$ 1,120.00	\$ 20.00	\$ 700.00
50	IDETECTABLE WARNINGS	SO FT	72	\$ 25.00	\$1,800.00	\$ 40.00	\$ 2,880.00	\$ 10.00	\$ 720.00
51	CASH ALLOWANCE	DOLLAR	30,000	\$ 1.00	\$30,000.00	\$ 1.00	\$30,000.00	\$ 1.00	\$30,000.00
52	ITRAFFIC CONTROL AND PROTECTION	SUM	1	\$ 14,000.00	\$14,000.00	\$ 7,000.00	\$ 7,000.00	\$ 15,000.00	\$ 15,000.00
ENGINEER'S APPROVED ESTIMATE OF COST					\$385,723.00				
BIDDERS PROPOSAL FOR MAKING ENTIRE IMPROVEMENTS (AS READ)							\$ 342,495.00		\$ 357,425.00
BIDDERS PROPOSAL FOR MAKING ENTIRE IMPROVEMENTS (AS CORRECTED)									

4-A-1

VILLAGE OF LA GRANGE, ILLINOIS  
POPLAR PLACE DRAINAGE IMPROVEMENTS - GCA/RPR  
TASK ORDER NO. 20

In accordance with Section 1.2 of the Master Contract dated April 25, 2011 between the Village of La Grange (the "Village") and Baxter & Woodman, Inc. (the "Consultant"), the Parties agree to the following Task Number 20:

**1. Contracted Services:**

Baxter & Woodman, Inc. shall provide the Village with construction engineering services for the Poplar Place Drainage Improvements. All terms and conditions of the master task order contract dated April 25, 2011 with the Village of La Grange shall apply.

**2. Project Schedule (attach schedule if appropriate):**

The following schedule is anticipated:

May 30, 2012	Bid opening
June 11, 2012	Contract award
July 1, 2012	Construction start
September 1, 2012	Construction end date

**3. Project Completion Date:**

December 1, 2012

**4. Project Specific Pricing (if applicable):**

Baxter & Woodman, Inc. shall be compensated on a cost plus fixed fee basis in an amount not to exceed \$28,350.

**5. Additional Changes to the Master Contract (if applicable):**

N/A

All other terms and conditions remain unchanged.

**[signature page follows]**

4-1-8

**VILLAGE**

**CONSULTANT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Director of Public Works

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*John V. Ambrose*

*John V. Ambrose*

*April 25, 2012*

If greater than \$2,000, the Village Manager's signature is required.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

If greater than \$10,000, the Village Board must approve the Task Order in advance and the Village President's signature is required.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Village President

\_\_\_\_\_  
Date

4-A.9

VILLAGE OF LA GRANGE, ILLINOIS  
POPLAR PLACE DRAINAGE IMPROVEMENTS – GCA/RPR

EXHIBIT A

**PROJECT DESCRIPTION**

The Work included in this Project consists of the completion of drainage improvements, structure replacement, CIPP Lining, storm sewer installation, hot-mix asphalt surface removal, hot-mix asphalt binder and surface courses, concrete curb and gutter, pavement marking, traffic control and protection and other incidental and miscellaneous items of work, generally along Poplar Place, north of Hillgrove Avenue.

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VILLAGE OF LA GRANGE, ILLINOIS  
POPLAR PLACE DRAINAGE IMPROVEMENTS – GCA/RPR

EXHIBIT B

SCOPE OF SERVICES

1. PROJECT INITIATION

- Prepare and review the Contract Documents of the awarded Contractor for approval by the Village.
- Attend preconstruction meeting and prepare minutes, review the Contractor's proposed construction schedule and list of subcontractors.

2. CONSTRUCTION ADMINISTRATION

- Prepare and review the Contractor's requests for payments as construction work progresses, and advise the Village of the amounts due and payable to the Contractor in accordance with the terms of the Construction Contract Documents.
- Prepare Construction Contract Change Orders within the scope of the Project when authorized by the Village.
- Provide weekly updates on the construction progress to the Village.

3. FIELD OBSERVATION

- Provide a Resident Project Representative at the construction site on a Full-Time basis for twenty-five (25) working days, as deemed necessary by the Engineers, to stake-out construction lines and grades, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. If the Contractor works in excess of 40 hours per week or on Saturdays, Sundays, or legal holidays, compensation will be at 1.5 times the normal rate. The Construction Contractor is a separate company from the Engineers. The Village understands and acknowledges that the Engineers are not responsible for the Contractor's construction means, methods, techniques, and sequences or procedures, time of performance, compliance with the Laws and Regulations, or safety precautions and programs in connection with the Project, and the Engineers do not guarantee the performance of the Contractor and are not responsible for the Contractor's failure to execute the work in accordance with the Construction Contract Documents.
- Provide the necessary baselines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the Village of the construction progress and working days charged against the Contractor's time for completion.

#### 4. PROJECT CLOSEOUT

- Provide construction inspection services when requested by the Contractor/Village and respond to material deficiency notices. Prepare the Engineers' Final Pay Estimate for acceptance of the Project by the Village.

I:\Mokena\LAGRV\110048.40 - Poplar\60-Construction\ESA\Exhibit B.Doc

VILLAGE OF LA GRANGE, ILLINOIS  
 POPLAR PLACE DRAINAGE IMPROVEMENTS - GCARPR

EXHIBIT C

PRELIMINARY ENGINEERING

Route:  
 Local Agency: Village of La Grange  
 (Municipality/Township/County)  
 Section:  
 Project:  
 Job No.: 110048.60

*Firm's approved rates on file with IDOT's Bureau of Accounting and Auditing:	
Overhead Rate (OH)	<u>152%</u>
Complexity Factor (R)	<u>0</u>
Calendar Days	

Method of Compensation:  
 Cost Plus Fixed Fee 1  14.5%[DL + R(DL) + OH(DL) + IHDC]  
 Cost Plus Fixed Fee 2  14.5%[DL + R(DL) + 1.4(DL) + IHDC]  
 Cost Plus Fixed Fee 3  14.5%[(2.8 + R)DL] + IHDC  
 Direct Labor Multiple   
 Specific Rate   
 Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
<b>PROJECT INITIATION</b>									
CONTRACT DOCUMENTS	ENGINEER III	4	\$37.50	\$150	\$228			\$55	\$433
	CLERICAL	1	\$24.34	\$24	\$36			\$9	\$69
PRECONSTRUCTION MEETINGS AND MINUTES	ENGINEER III	4	\$37.50	\$150	\$228			\$55	\$433
	ENGINEER TECH III	4	\$36.77	\$147	\$223			\$54	\$424
	CLERICAL	1.5	\$24.34	\$37	\$56			\$14	\$107
<b>CONSTRUCTION ADMINISTRATION</b>									
PAY ESTIMATES	ENGINEER III	6	\$37.50	\$225	\$342			\$82	\$649
	CLERICAL	2.5	\$24.34	\$61	\$93			\$22	\$176
CHANGE ORDERS AND SHOP DRAWINGS	ENGINEER III	4	\$37.50	\$150	\$228			\$55	\$433
	CLERICAL	1	\$24.34	\$24	\$36			\$9	\$69
MANAGE PROJECT: SITE VISITS/WEEKLY UPDATES	ENGINEER III	18	\$37.50	\$675	\$1,026			\$247	\$1,948
<b>FIELD OBSERVATION</b>									
FIELD OBSERVATION	ENGINEER TECH III	206	\$36.77	\$7,575	\$11,514		\$790	\$2,882	\$22,761
<b>PROJECT CLOSEOUT</b>									
PROJECT CLOSEOUT	ENGINEER TECH III	8	\$36.77	\$294	\$447			\$107	\$848
<b>TOTALS</b>		<b>260</b>		<b>\$ 9,512</b>	<b>\$ 14,457</b>	<b>\$ -</b>	<b>\$ 790</b>	<b>\$ 3,591</b>	<b>\$ 28,350</b>

In-House Direct Costs:  
 VEHICLE EXPENSES - TRAVEL 1,423 MILES @ \$0.555/MILE = \$790

4-A.13



VILLAGE OF LA GRANGE

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE ACQUISITION OF AN EASEMENT  
FOR CONSTRUCTION OF A SEWER  
AS PART OF THE POPLAR PLACE DRAINAGE IMPROVEMENT PROJECT

WHEREAS, the Village is undertaking the Poplar Place Drainage Improvement Project, which includes the construction of a new sewer (the "Sewer"); and

WHEREAS, the Village must obtain an easement on property owned by the Linda L. Huff, Trustee of the Linda L. Huff Declaration of Trust at 32 N. Edgewood Avenue, to install a portion of the Sewer; and

WHEREAS, the Village has negotiated an acceptable easement at 32 N. Edgewood Avenue (the "32 North Edgewood Avenue Easement") in the form attached hereto as Exhibit A; and

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 hereby incorporated into this Ordinance by this reference as findings of the President and Board of Trustees.

Section 2. Approval of Easement Acquisition. The President and Board of Trustees hereby approve the acquisition of the 32 North Edgewood Avenue Easement and authorize and direct the Village President, Village Clerk, and Village Manager to take all steps necessary and appropriate to complete the acquisition and to pay the consideration of \$3,000 for the easement.

Section 3. Approval of Agreement. The President and Board of Trustees hereby approve the Agreement and authorize and direct the Village President, Village Clerk, and Village Manager to take all steps necessary and appropriate to enter into the Agreement and to pay the required fee of \$3,000.

Section 4. Effective Date. This Ordinance will be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2012.

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

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

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

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2012.

4-A.14

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Elizabeth M. Asperger, Village President

ATTEST:

---

Thomas Morsch, Village Clerk

# 6292474\_v1

4-A.15

Prepared by and after  
recording return to:

Mark E. Burkland  
Holland & Knight LLP  
131 South Dearborn St., 30<sup>th</sup> Floor  
Chicago, Illinois 60603

**AN AGREEMENT GRANTING A PERMANENT EASEMENT  
FOR PUBLIC UTILITIES AND IMPROVEMENTS  
TO THE VILLAGE OF LA GRANGE  
BY LINDA HUFF DECLARATION OF TRUST, OWNER OF RECORD OF  
PROPERTY AT 32 N. EDGEWOOD AVENUE**

THIS AGREEMENT is dated as of \_\_\_\_\_, 2012, (the "*Effective Date*") and is by and between the VILLAGE OF LA GRANGE, an Illinois municipal corporation located in Cook County, Illinois, (the "*Village*") and Linda L. Huff, Trustee of the Linda L. Huff Declaration of Trust dated February 23, 2001, Owner of Record of property located at 32 N. Edgewood Avenue, La Grange, Illinois (the "*Property Owner*").

RECITALS:

A. The Property Owner is the legal owner of record of the real property in the Village of La Grange commonly referred to as 32 N. Edgewood Avenue, which real property is legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "*Property*").

B. The Village desires to construct, maintain, repair, and replace from time to time public utilities and other improvements (the "*Improvements*") in an area within the Property and for the Installation and the Improvements the Village requires a permanent easement in that part of the Property depicted in Exhibit B attached hereto and by this reference incorporated herein and made a part hereof (the "*Easement Premises*").

NOW, THEREFORE, in consideration of the sum of \$3,000.00 and the mutual covenants and agreements set forth herein and other good and valuable consideration paid by the Village to the Property Owner, the receipt and sufficiency of which are hereby acknowledged by the Property Owner, the Village and the Property Owner agree as follows:

Section 1: Grant of Easement. The Property Owner hereby grants, conveys, warrants, and dedicates to the Village and its successors and assigns a permanent, non-exclusive easement for reconstruction, maintenance, repair and replacement of the Improvements from time to time and for the Improvements, subject to the terms and conditions of this Agreement, in, upon, over, under, through, along, and across the Easement Premises, together with all reasonable rights of ingress and egress over, along, upon, and across the Easement Premises and any adjoining lands of the Property Owner necessary for the exercise of the rights herein granted.

4-A.16

Section 2: Installation and Restoration. The Village agrees that work on the Improvements will be done and completed in a good and workmanlike manner and at no expense to the Property Owner. Water main quality joints shall be used in the installation of the sewer. The Village agrees to restore grass, landscaping fences, driveways, and other improvements on the Easement Premises as nearly as practicable to the condition immediately preceding any work, if damaged or removed as a result of the work, including among other things replacement of all grass removed on the Easement Premises in connection with the Installation with grass sod. The Village agrees to take precautions to limit disturbance of existing trees(cottonwood, magnolia and sugar maple) located on the property adjacent to the easement. If any of these three trees dies within five years after the installation of the Improvements, then the Village will pay the costs for removal of that tree. The Village is not responsible for the removal of a tree if the tree is damaged by lightning, wind or other storm related damages. The Village's obligation is limited to removal costs only. In addition, the Village will replace or restore any damage to any structure or improvement within the easement as a result of any maintenance or other activities by the Village or its Contractor. In no way will the grant of this easement preclude the ability to install fencing across the easement.

Section 3: Hold Harmless. The Village agrees to save and hold the Property Owner harmless from all claims, causes of action, suits, liens, damages, or demands that arise directly from the negligence of the Village or its authorized agents, servants, employees, contractors, or persons acting pursuant to contracts or agreements with the Village related to work undertaken by the Village affecting the Easement Premises or that arise from injuries or death to persons or damages to property resulting from work on the Easement Premises. In connection therewith, the Village will require all contractors and subcontractors performing such work to carry general liability insurance with coverage limits of at least \$1,000,000 and to present to the Property Owner, upon request, certificates of such insurance, naming the Property Owner as an additional insured thereunder.

Section 4: No Interference. The Property Owner may not interfere with the use by the Village of the Easement Premises, and may not construct, install, maintain, or permit to be constructed, installed, or maintained on the Easement Premises any structure or other obstruction, without the prior express written consent of the Village's Board of Trustees.

Section 5: Remedies. The parties agree that they may enforce or compel the performance of the Agreement by suit, action, mandamus, or any other proceeding, in law or in equity, including specific performance.

Section 6: Covenants Running with the Land. The easements and rights granted in the Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are easements, rights, restrictions, agreements, and covenants running with the land, will be recorded against the Easement Premises and will be binding on the inure to the benefit of the Property Owner and the Village and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including without limitation all subsequent owners of the Easement Premises or any portion thereof and including all persons claiming under them.

4-A.17

Section 7: Notices. All notices and other communications in connection with this Agreement must be in writing and will be deemed delivered to the addressee (a) when delivered in person, (b) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address listed below, (c) when delivered to the address listed below by any courier service, (d) on the date of transmission, if transmitted by the facsimile at the facsimile number listed below and deposited in the U.S. mail on the same day for delivery to the address listed below:

To the Property Owner:

Property Owner  
32 N. Edgewood Avenue  
La Grange, IL 60525

To the Village:

Director of Public Works  
Village of La Grange  
53 South La Grange Road  
La Grange, Illinois 60525

Section 9: Amendments. This Agreement may be modified, amended, or annulled on by the written agreement of the Property Owner and the Village.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this instrument to be executed by their proper officers duly authorized to execute same.

4-A, 18

**VILLAGE OF LA GRANGE**

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

Attest:

By: \_\_\_\_\_  
Thomas Morsch, Village Clerk

**PROPERTY OWNER OF 32 N. EDGEWOOD**

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

Printed name: \_\_\_\_\_

Attest:

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

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

4-A, 19

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, \_\_\_\_\_, a Notary Public in and for Cook County, in the State of Illinois, do hereby certify that Elizabeth Asperger, personally known to me to be the President of the Village of LaGrange, and Thomas Morsch, personally known to be Clerk of said Village, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that as the President and Clerk of the Village of LaGrange they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of the Village of LaGrange for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_ 2012

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(SEAL)



STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, \_\_\_\_\_, a Notary Public in and for Cook County, in the State of Illinois, do hereby certify that \_\_\_\_\_, Property Owner of 32 N. Edgewood, La Grange, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_ 2012

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(SEAL)

4-A.20

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

PROPERTY

PARCEL 1:

THE EAST 135 FEET OF THE NORTH ½ OF LOT 6 IN EDGEWOOD SUBDIVISION OF THAT PART OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH 22.95 ACRES THEREOF AND NORTH OF THE NORTH LINE OF HILL GROVE AVENUE AS LAID OUT NORTH AND ADJOINING CENTER LINE OF CHICAGO, BURLINGTON AND QUINCY RAILROAD, IN COOK COUNTY, ILLINOIS.

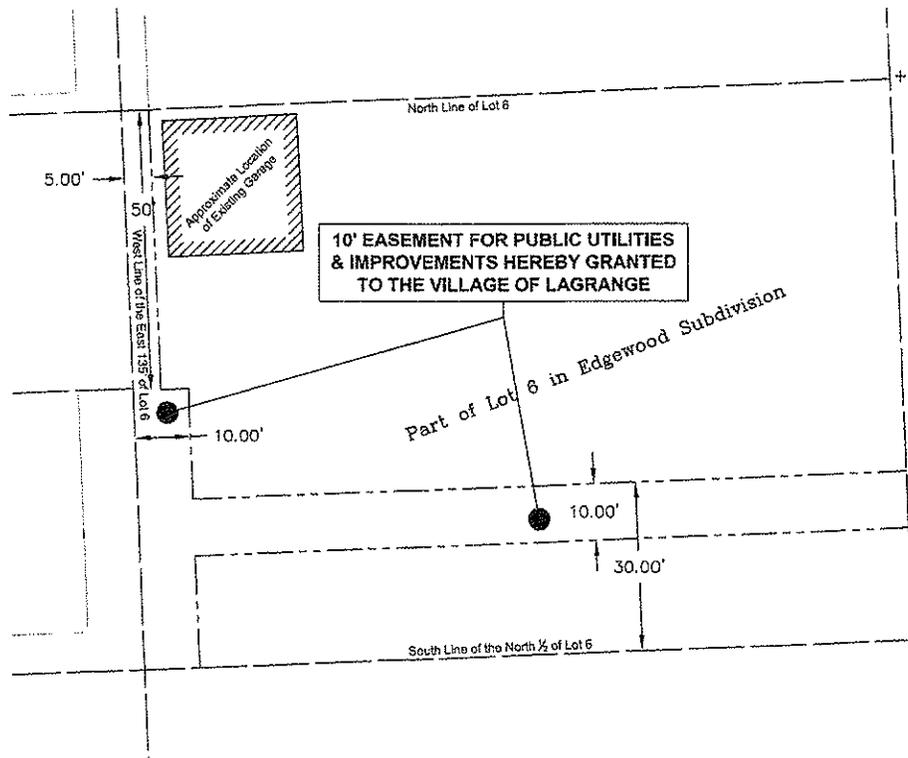
Address: 32 N. Edgewood Avenue, La Grange, IL 60525

PIN: 18-05-216-100-0000

4-A-21

# EXHIBIT B

THE WEST 10 FEET OF THE EAST 135 FEET OF THE NORTH 1/2 OF LOT 6, EXCEPTING THE NORTH 50 FEET THEREOF, IN EDGEWOOD SUBDIVISION,  
 AND ALSO,  
 THE WEST 5 FEET OF THE EAST 135 FEET OF THE NORTH 50 FEET OF LOT 6 IN EDGEWOOD SUBDIVISION,  
 AND ALSO,  
 THE NORTH 10 FEET OF THE SOUTH 30 FEET OF THE EAST 135 FEET OF THE NORTH 1/2 OF LOT 6 IN EDGEWOOD SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH 22.95 ACRES THEREOF AND NORTH OF THE NORTH LINE OF HILL GROVE AVENUE AS LAID OUT NORTH AND ADJOINING CENTER LINE OF CHICAGO BURLINGTON AND QUINCY RAILROAD, IN COOK COUNTY, ILLINOIS.



EDGEWOOD AVENUE



*Baxter & Woodman*  
 Crystal Lake, Illinois 815.459.1260

8478 RINDOFSHILL ROAD • CRYSTAL LAKE, IL 60412  
 PHONE: 815-459-1260 • FAX: 815-455-0480

4-A-22

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

DATE: June 25, 2012

RE: **ENGINEERING SERVICES AGREEMENT – BAXTER &  
WOODMAN, INC. - DETAILED ENGINEERING AND DESIGN  
SERVICES FOR THE RECONSTRUCTION OF LOT 13**

**GRANT AGREEMENT – ILLINOIS ENVIRONMENTAL  
PROTECTION AGENCY – ILLINOIS GREEN  
INFRASTRUCTURE GRANT PROGRAM**

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Lot 13 is a commuter parking lot with 158 parking spaces located south of the BNSF Railroad just west of Brainard Avenue. The lot is mainly utilized by commuters accessing the Stone Avenue Train Station. Monthly parking decals are sold to commuters with a valid train pass. The lot is also sometimes used by the Lyons Township High School (LTHS) for special events as the north campus is directly adjacent to Lot 13. The BNSF railroad owns the property and parking lot. Since the 1970's, the Village has had an agreement with the BNSF railroad for the use of the lot for commuter parking purposes whereby the Village collects revenues from commuters parking in the lot and in return the Village maintains the lot. The maintenance includes snow and ice control, patching, and reconstruction as required.

Currently there are two access points to this lot on the west side of Brainard Avenue immediately south of the BNSF railroad. The existing lot consists of an asphalt surface with concrete curbs outlining the lot and internal aisles. The existing surface is in poor condition and is need of repair.

The FY2011-12 budget identified \$315,000 in FY2012-13 for repairs to Lot 13. The budget was based on resurfacing the lot similar in scope to the recently completed Lot 2 resurfacing project. In the fall of 2011, a call for projects was announced by the Illinois Environmental Protection Agency (IEPA) to fund green infrastructure projects through the Illinois Green Infrastructure Grant Program. The IEPA's definition for green infrastructure means "any storm water management practice with the goal of preserving or restoring natural hydrology." Village staff applied for this grant to replace the impervious asphalt surface with permeable pavers in order to reduce the amount of storm water entering the Village's combined sewer system. By utilizing the permeable pavers, the green infrastructure project would seek to improve the water quality of the local

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waterway systems while at the same time address local flooding concerns in the area. This project would also serve as a demonstration project to the community of the benefits of green infrastructure, and the Village's commitment to the environment.

In the grant application, the proposed funding in the budget for the resurfacing project was leveraged as a match for the grant funding. This past spring the Village was notified that it was awarded a green infrastructure grant in the amount of \$489,000 for the project which was 100% of our funding request. The grant amount was subsequently reduced by \$35,160, for a revised total grant amount of \$453,840 because the Agency determined that new LED lighting for the parking lot was not an eligible grant expense.

This was a highly competitive grant in that there were applications for projects totaling \$50 million dollars in 2011 for only \$5 million in available grant funding. The Financial Assistance Agreement between the Illinois Environmental Protection Agency and the Village of La Grange for this project is attached for your consideration. Staff recommends approval of this agreement.

During the same time period as the grant application, the Village was also working with the Regional Transportation Authority, Chicago Metropolitan Agency for Planning, Metra, the Active Transportation Alliance, the Illinois Commerce Commission, and the Burlington Northern Santa Fe Railroad towards a comprehensive pedestrian access and safety plan for the Stone Avenue Train Station area. The plan includes recommendations for improvements to the rail crossing, accessible routes, parking, and crosswalks in the area surrounding the Stone Avenue Train Station. This study was recently completed with several recommendations associated with the planned improvements to Lot 13. The recommendations in the report associated with Lot 13 include improving the pedestrian crosswalks across Brainard Avenue, channelizing pedestrian movements, consolidating entrances to Lot 13, realigning the entrance to Lot 13 with the intersection of Brainard Avenue and Burlington Avenue, and increasing the number of handicap parking stalls. These recommendations will be considered as part of the engineering design services.

Based on past performance, experience in this type of work, and understanding of the project, staff requested a proposal from Baxter & Woodman to develop detailed engineering plans and specifications for repairs to this lot. Baxter & Woodman provided a proposal in the not-to-exceed amount of \$70,672 for this project. The scope of services included in the proposal includes the following:

1. Perform a topographic survey of the project area.
2. Prepare a design alternatives assessment for rehabilitation including alternate parking configurations and alternate material selections.
3. Develop a geotechnical engineering report that assess the underground conditions in order to design the pervious pavement infiltration system
4. Prepare preliminary geometric plans.
5. Prepare plats and legal descriptions for easement documents as required.
6. Design the drainage system including performing drainage calculations based on the requirements of the green infrastructure grant agreement.

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7. Design and develop parking lot lighting plans consistent with the recently completed LED lights in Lot 2.
8. Design and develop pavement marking, signage and landscaping plans.
9. Develop and complete plans and specifications for bidding purposes.
10. Coordinate with required agencies including the Metra, BNSF, IEPA and MWRD to obtain required approvals for project.
11. Provide an engineer's opinion of probable cost
12. Develop, manage and submit documents in accordance with grant requirements
13. Assist with bidding as required

As recommended by the RTA study, staff requested that Baxter & Woodman assess alternate layouts to the lot that will improve circulation and maintain the number of parking spots. Staff plans to discuss with LTHS the possibility of consolidating the access points in order to align with Burlington Avenue to improve safety at the intersection. Also as part of their contract, Baxter & Woodman will be required to submit the required documents for the IGIG grant, which includes designing the pervious paver lot and submitting the required environmental reports.

Staff requested that Baxter & Woodman complete the above services by November 1, 2012. If approved, a task order would be initiated under the master contract with Baxter & Woodman. The task order and proposal are attached to this memorandum for your consideration. Staff recommends approval of the task order agreement.

**Funding**

Based on the unknown status of the grant application and the pedestrian study being performed at the time, funding for the resurfacing of Lot 13 was moved into subsequent fiscal years. Specifically \$30,000 was budgeted for engineering in FY2012-13 and \$285,000 was budgeted for construction in FY2013-14. The following chart details the budget for the project based on the funding allocated in the parking fund and the green infrastructure award, and estimated construction costs:

<b>Lot 13 Reconstruction Project</b>	<b>BUDGET</b>
Expenses	
<b>Engineering</b>	
Phase II – Development of Plans and Specifications	70,672
Phase III – Construction Engineering	52,108
<b>Subtotal</b>	<b>122,780</b>
<b>Construction*</b>	
Reimbursable Grant Expenses	579,892
Lighting (Non-Reimbursable)	60,000
<b>Subtotal</b>	<b>639,892</b>
<b>Total</b>	<b>762,672</b>

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<b>Revenues</b>	
Parking Fund – FY2012-13	30,000
Parking Fund – FY2013-14	285,000
IEPA Green Infrastructure Grant	453,840
<b>Total</b>	<b>768,840</b>

\* Estimated

As the green infrastructure grant is a reimbursable grant, the Village will need to pay for the full costs of the project and then request reimbursement from the State. If approved, a budget amendment will be necessary for FY2012-13 since the full cost of the engineering was not budgeted for the project. The net cost to the Village remains as budgeted once the grant reimbursements are applied. If approved, the FY2013-14 would be updated to include both the estimated construction costs and grant reimbursements.

Staff recommends proceeding with the design of this project at this time for several reasons. First, the lot is in need of repair. Further delaying the repairs will result in increased maintenance costs and user dissatisfaction. Second, Lot 13 is expected to serve as a municipal parking lot for the foreseeable future, so reinvestment in this infrastructure is appropriate. Third, fees are collected from users of this facility through decal parking permits. These funds are then budgeted for operation of the municipal lots, which includes the maintenance and repair of the lots. Fourth, the combination of Village and grant funding for the project provides sufficient resources to reconstruct the lot, while at the same time improving drainage for the area. Fifth, the project will coordinate with adjacent planned pedestrian safety improvement outlined in the RTA study as well as the upcoming Stone Avenue Train Station Project.

### Schedule

Staff recommends proceeding with completing the engineering work for the project this year with construction to occur during the summer of 2013 when school at LTHS is not in session. These dates are consistent with the funding requirements of the IGIG grant agreement. During construction, decal holders for Lot 13 will be redirected to park in other zone parking areas in the Stone Avenue Train Station area. The following chart details the major milestones for the project:

<b>Activity</b>	<b>Date</b>
Complete Detailed Engineering	November 1, 2012
Finalize Easements	March, 2013
Bid Project	Spring, 2013
Construction Start	June, 2013
Construction Completion	August, 2013

Finally, the BNSF Railroad, as owner of the property, has provided the Village with written approval to reconstruct the lot as described above.

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In summary, staff recommends approval of the task order with Baxter & Woodman in the total amount of \$70,672 for the completion of the detailed engineering and design of repairs to Lot 13. Staff also recommends approval of the Financial Assistance Agreement with the Illinois Environmental Protection Agency, which provides grant funding in the amount of \$453,840 for the reconstruction of Lot 13.

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VILLAGE OF LA GRANGE, ILLINOIS  
LOT 13 RECONSTRUCTION

TASK ORDER NO. 22

In accordance with Section 1.2 of the Master Contract dated April 25, 2011 between the Village of La Grange (the "Village") and Baxter & Woodman, Inc. (the "Consultant"), the Parties agree to the following Task Number 22:

**1. Contracted Services:**

Baxter & Woodman, Inc. shall provide the Village with engineering services as described in the Project Description (Exhibit A) and Scope of Services (Exhibit B), attached hereto. All terms and conditions of the master task order contract dated April 25, 2011 with the Village of La Grange shall apply.

**2. Project Schedule** (attach schedule if appropriate):

All services shall be completed prior to November 1, 2012.

**3. Project Completion Date:**

All Contracted Services must be completed on or before November 1, 2012.

**4. Project Specific Pricing** (if applicable):

Baxter & Woodman, Inc. shall be compensated on a cost plus fixed fee basis in an amount not to exceed \$70,672. See attached Exhibit C.

**5. Additional Changes to the Master Contract** (if applicable):

N/A

All other terms and conditions remain unchanged.

**[signature page follows]**

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**VILLAGE**

**CONSULTANT**

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Director of Public Works

Louis D. Haussmann, PE, PTOE

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Date

06-19-12  
\_\_\_\_\_  
Date

If greater than, \$2,000, the Village Manager's signature is required.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

If greater than \$10,000, the Village Board must approve the Task Order in advance and the Village President's signature is required.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Village President

\_\_\_\_\_  
Date

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VILLAGE OF LA GRANGE, ILLINOIS  
LOT 13 RECONSTRUCTION

EXHIBIT A

**PROJECT DESCRIPTION**

This Project consists of reconstructing and improving parking Lot 13 near the Stone Avenue Metra Station. These improvements will be funded using an Illinois Green Infrastructure Grant. The lot reconstruction will consist of installing permeable pavers, re-aligning parking, maximizing stormwater infiltration, and entrance modifications to adjacent Brainard Avenue for improving traffic flow. In addition, sidewalk on Brainard Avenue will be widened north to the tracks for improved pedestrian access. Alternatives will be presented to the Village for consideration prior to design.

I:\Crystal Lake\LAGRV\120457-Lot 13 Recon\Contract\Exhibit A.Doc



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VILLAGE OF LA GRANGE, ILLINOIS  
LOT 13 RECONSTRUCTION

EXHIBIT B

SCOPE OF SERVICES

- DATA COLLECTION – Collect photographs of the existing conditions within the Project to assist with preparation of design drawings and exhibits. Obtain data of record, including utility atlas pages, to assist with the preparation of design drawings.
- AGENCY COORDINATION - Meet and coordinate the proposed improvements with the Village. Notify the necessary officials of the adjacent school, Metra and the Burlington Northern Railroad. Notify and coordinate the proposed improvements with utility companies.
- TOPOGRAPHIC SURVEY - Perform topographic survey surrounding the parking lot in order to develop base sheets for Project site plan. In addition, obtain data of record indicating locations of underground utilities.
- ALTERNATIVE ANALYSIS - Develop up to three (3) parking lot geometric alternatives for the Village. Alternatives in access points, configuration, materials, landscaping, traffic flow and utilities (lighting, sewer, etc.) will be provided as part of this work. Preliminary cost estimates will be provided for each alternative. Concepts will include layout on aerial photography.
- RIGHT-OF-WAY REVIEW – Review proposed improvements for potential right-of-way needs. Identify necessary temporary construction easements, permanent easements, or right-of-way acquisition in order to complete the proposed improvements.
- ESTIMATE OF COST - Prepare summary of quantities, schedules of materials and an engineer's estimate of cost.
- TRAFFIC MAINTENANCE PLAN – Provide a plan to facilitate traffic and parking during lot construction.
- GEOTECHNICAL REPORT – Employ the services of a geotechnical subconsultant to take pavement cores of the surface and base material to determine the composition of the existing pavement material and subsurface conditions. Employ the services of a geotechnical subconsultant to perform five (5) 10-foot pavement borings. The geotechnical consultant will provide an analysis of the cores/borings and a soils

report in accordance with the requirements of the Illinois Department of Transportation.

- DRAINAGE ANALYSIS AND PERMITS- Utilize the existing storm sewer system for surface drainage. No analysis shall be completed to complete this work. Detention and coordination with MWRD is not anticipated for this work.
- PROJECT DETAILS AND STANDARDS – Prepare a Cover Sheet, Typical Sections, Design Details, Summary of Quantities, and Department Standard Detail sheets.
- EROSION CONTROL PLANS - Design an erosion control plan for the Project improvement.
- PAVEMENT MARKING AND SIGNAGE PLANS - Develop a proposed pavement striping and signage plan for the proposed improvements.
- LANDSCAPE PLANS - Design landscape trees and plantings for proposed planting areas and the replacement of parkway trees if necessary. Design of green infrastructure items such as bioswales and rain gardens are included in this work.
- STREET LIGHTING PLANS – Prepare photometric calculations, general lighting layout, lighting plans, and electrical details for replacement of the existing parking lot lights. LED lighting is anticipated.
- ADDITIONAL FUNDING REQUIREMENTS – As part of utilizing IGIG funding, the following additional services are included in this scope of work:
  - DESIGN SPECIFICATION, CALCULATIONS, and APPLICATION – Provide nonpoint pollutant calculations, load reduction calculations, IEPA BMP application, and BMP summary tables as per funding requirements. Submit prior to October 31, 2012.
  - PROJECT EVALUATION REPORT – Provide a report to IEPA describing the existing and proposed conditions, project success including water quality and runoff reductions, project findings, cost-effectiveness, and comparisons to alternative management strategies.
  - PROGRESS BRIEFINGS – Attendance at requested progress briefings are not included in this scope of work. None are anticipated for this work.
  - OPERATION AND MAINTENANCE MANUAL – Develop an operation and maintenance manual for the project with IGIG required information. The draft manual is scheduled for an October 31, 2012 submittal.

- PROGRESS REPORTS – Provide quarterly progress reports to IEPA as per requirements.
- IGIG SIGN DESIGN – Provide design of a unique, identification sign acknowledging the use of grant funding for the project. Sign must receive approval from IEPA and will be displayed during and after construction for a time determined by the IEPA.
- QC/QA – Perform an in-house peer review and constructability review of the pre-final plans, specifications, and estimates of cost for the Project.
- SPECIAL PROVISIONS – Prepare special provisions in accordance with Village and grant funding guidelines.
- FINAL PLAN PREPARATION AND CONTRACT PROPOSAL - Prepare contract documents consisting of Plans, Special Provisions, Contract Proposals, and Engineer's Estimate of Probable Construction Cost and submit these documents to the Department for the Village to receive construction bids. Make any necessary changes to the documents as required by the Department in order to secure approval.
- MANAGE PROJECT – Plan, schedule, and control the activities that must be performed to complete the Project including budget, schedule, and scope. Confer with Village staff, from time to time, to clarify and define the general scope, extent and character of the Project and to review available data. Attend one kick-off meeting with the Village to review the Project and establish Project criteria and clear lines of communication, and up to two progress meetings to review the Plans, Contract Proposal and Estimate of Cost prior to submittal to the Department.
- ASSIST BIDDING – Provide documents for bidding and assist the Village in solicitation of bids from as many qualified bidders as possible, receive and evaluate bids, tabulate bids, and make a recommendation to the Village for an award of contract.
- PLATS AND LEGAL DESCRIPTIONS – Perform legal surveys and develop plats, legal descriptions, and title commitments for parcels of land for either permanent or temporary easements. One (1) plat is estimated for this project. Negotiations are not included in this work.
- FLAGGERS AND RAILROAD PROTECTIVE LIABILITY INSURANCE – Expense of Flaggers for survey adjacent to the railroad Right-of-Way is estimated at \$1000 for one (1) day. Railroad Protective Liability Insurance is estimated at \$1000. Permit fees for this work are not anticipated.

Additional items not included in this Project:

- PUBLIC INVOLVEMENT – Public Involvement is not anticipated for this work.

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VILLAGE OF LA GRANGE, ILLINOIS  
LOT 13 RECONSTRUCTION

EXHIBIT C

PRELIMINARY ENGINEERING

Route: Brainard Ave  
Local Agency: Village of La Grange  
(Municipality/Township/County)  
Section:  
Project:  
Job No.: 120457.40

\*Firm's approved rates on file with IDOT's  
Bureau of Accounting and Auditing:

Overhead Rate (OH) 152%  
Complexity Factor (R) 0  
Calendar Days 150

Method of Compensation:  
Cost Plus Fixed Fee 1  14.5%[DL + R(DL) + OH(DL) + IHDC]  
Cost Plus Fixed Fee 2  14.5%[DL + R(DL) + 1.4(DL) + IHDC]  
Cost Plus Fixed Fee 3  14.5%[(2.8 + R)DL] + IHDC  
Direct Labor Multiple   
Specific Rate   
Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
DATA COLLECTION	ENGINEER III	4	\$37.50	\$150	\$228		\$166	\$79	\$623
	ENGINEER I	8	\$21.03	\$168	\$255			\$61	\$484
AGENCY COORDINATION	SR ENGINEER III	4	\$50.80	\$203	\$309			\$74	\$586
	ENGINEER III	8	\$37.50	\$300	\$456			\$110	\$866
ALTERNATIVE ANALYSIS	SR ENGINEER III	8	\$50.80	\$406	\$617			\$148	\$1,171
	ENGINEER III	8	\$37.50	\$300	\$456			\$110	\$866
	CAD TECH III	40	\$35.34	\$1,414	\$2,149			\$517	\$4,080
ESTIMATE OF COST	ENGINEER III	10	\$37.50	\$375	\$570			\$137	\$1,082
	ENGINEER I	10	\$21.03	\$210	\$319			\$77	\$606
TOPOGRAPHIC SURVEY	SURVEY TECH III	40	\$35.34	\$1,414	\$2,149		\$2,000	\$807	\$6,370
	CAD TECH III	16	\$35.34	\$565	\$859			\$206	\$1,630
RIGHT-OF-WAY REVIEW	ENGINEER III	4	\$37.50	\$150	\$228			\$55	\$433
GEOTECHNICAL REPORT	ENGINEER I	4	\$21.03	\$84	\$128	\$6,000		\$31	\$6,243
PLAN PREPARATION	SR ENGINEER III	8	\$50.80	\$406	\$617			\$148	\$1,171
	ENGINEER III	50	\$37.50	\$1,875	\$2,850			\$685	\$5,410
	CAD TECH III	40	\$35.34	\$1,414	\$2,149			\$517	\$4,080
TRAFFIC MAINTENANCE PLAN	ENGINEER I	4	\$21.03	\$84	\$128			\$31	\$243
	CAD TECH I	4	\$22.79	\$91	\$138			\$33	\$262
DRAINAGE DESIGN	ENGINEER III	16	\$37.50	\$600	\$912			\$219	\$1,731
	CAD TECH I	8	\$22.79	\$182	\$277			\$67	\$526
PROJECT DETAILS AND STANDARDS	CAD TECH III	4	\$35.34	\$141	\$214			\$52	\$407
EROSION CONTROL PLANS	ENGINEER I	2	\$21.03	\$42	\$64			\$15	\$121
	CAD TECH I	4	\$22.79	\$91	\$138			\$33	\$262
PAVEMENT MARKING AND SIGNAGE	ENGINEER I	4	\$21.03	\$84	\$128			\$31	\$243
	CAD TECH I	12	\$22.79	\$273	\$415			\$100	\$788
LANDSCAPE PLANS	ENGINEER III	24	\$37.50	\$900	\$1,368			\$329	\$2,597
	CAD TECH I	12	\$22.79	\$273	\$415			\$100	\$788
STREET LIGHTING	ENGINEER III	40	\$37.50	\$1,500	\$2,280			\$548	\$4,328
	CAD TECH I	12	\$22.79	\$273	\$415			\$100	\$788

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VILLAGE OF LA GRANGE, ILLINOIS  
LOT 13 RECONSTRUCTION

EXHIBIT C

PRELIMINARY ENGINEERING

Route: Brainard Ave  
Local Agency: Village of La Grange  
(Municipality/Township/County)  
Section:  
Project:  
Job No.: 120457.40

*Firm's approved rates on file with IDOT's Bureau of Accounting and Auditing:	
Overhead Rate (OH)	152%
Complexity Factor (R)	0
Calendar Days	150

Method of Compensation:  
Cost Plus Fixed Fee 1  14.5%{DL + R(DL) + OH(DL) + IHDC}  
Cost Plus Fixed Fee 2  14.5%{DL + R(DL) + 1.4(DL) + IHDC}  
Cost Plus Fixed Fee 3  14.5%{(2.8 + R)DL} + IHDC  
Direct Labor Multiple   
Specific Rate   
Lump Sum

Cost Estimate of Consultant's Services in Dollars

ADDITIONAL FUNDING REQUIREMENTS	ENGINEER III	80	\$37.50	\$3,000	\$4,560	\$817	\$1,096	\$9,473	
	ENGINEER I	60	\$21.03	\$1,262	\$1,918		\$461	\$3,641	
QC/QA	PRINCIPAL	2	\$69.52	\$139	\$211		\$51	\$401	
	SR ENGINEER III	4	\$50.80	\$203	\$309		\$74	\$686	
SPECIAL PROVISIONS	ENGINEER III	16	\$37.50	\$600	\$912		\$219	\$1,731	
FINAL PLAN PREPARATION	ENGINEER III	10	\$37.50	\$375	\$570	\$40	\$143	\$1,128	
	CAD TECH III	16	\$35.34	\$565	\$859		\$206	\$1,630	
MANAGE PROJECT	SR ENGINEER III	8	\$50.80	\$406	\$617		\$148	\$1,171	
ASSIST BIDDING	ENGINEER III	4	\$37.50	\$150	\$228		\$55	\$433	
PLATS AND LEGALS	SR ENGINEER II	12	\$45.38	\$545	\$828		\$199	\$1,572	
FLAGGERS AND INSURANCE	ENGINEER I	2	\$21.03	\$42	\$64		\$15	\$121	
<b>TOTALS</b>		<b>622</b>		<b>\$ 21,255</b>	<b>\$ 32,307</b>	<b>\$ 6,817</b>	<b>\$ 2,206</b>	<b>\$ 8,087</b>	<b>\$ 70,672</b>

In-House Direct Costs:

VEHICLE EXPENSES - TRAVEL 300 MILES @ \$0.555/MILE = \$166  
UPS SHIPPING EXPENSES - 4 SHIPMENTS @ \$10/SHIPMENT \$40

Services by Others:

Water Quality Sampling \$817  
Flaggers and Insurance \$2,000  
Soil and Material Consultants \$6,000

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**Financial Assistance Agreement**

State of Illinois  
Illinois Environmental Protection Agency  
Bureau of Water

**AGREEMENT PERIOD:**

The period of performance covered by this Agreement shall be from **The Date of Execution** through July 15, 2014. No services will be paid which are performed prior to or subsequent to this performance period.

Assistance Amount \$ 453,840.00

Agreement Type IGIG Agreement Number IGIG1202

Recipient Village of LaGrange

Address 320 East Avenue Telephone (708) 579-2328  
LaGrange, Illinois 60525 Fax (708) 579-2330

**Project Description/Scope of Work**

**PARKING LOT 13 GREEN INFRASTRUCTURE RETROFIT**

Under this Agreement, the Recipient shall complete the following tasks.

**DESIGN SPECIFICATIONS**

1. The Recipient shall prepare design specifications (Design) for the construction of stormwater best management practices (BMPs) to reduce stormwater volume and nonpoint source pollution to Salt Creek from the Village of LaGrange in Cook County, Illinois. The Design shall include the replacement of an existing asphalt parking lot located at the intersection of Brainard Avenue and Burlington Avenue in the Central Business District of LaGrange with 5,233 square yards of permeable pavers. The permeable paver system shall be constructed over a layer of open-graded stone that will serve as the structural base as well as provide temporary storage of runoff before it infiltrates into the sub-grade or slowly drains via perforated pipe in the stone base. The BMPs shall be designed to filter runoff so as to remove suspended sediment, heavy metals, oil and grease, nutrients, and other suspended and soluble nonpoint source pollutants as well as reduce runoff volume and velocity while providing other beneficial hydrologic functions. The BMPs shall be designed so as to retain smaller rain events.

The Design shall identify the type and location of selected BMPs, describe the environmental problems associated with the sites and the criteria used to select each practices, and provide a detailed blueprint for their cost, advantages and disadvantages, location, design, maintenance, installation and construction, and materials used including plant species. The Design shall also include an estimate of pollutant removal efficiency calculated using the Illinois EPA's Estimating Pollutant Load Reductions for Nonpoint Source Pollution Control BMPs workbook. The Design shall meet the requirements of the Illinois Urban Manual and the Native Plant Guide for Streams and Stormwater Facilities in Northeastern Illinois. The Design must be certified by a

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registered professional engineer or NRCS staff unless the Recipient obtains a waiver of this certification requirement from the Illinois EPA. Two (2) copies of the draft Design and "IGIG BMP Application Form" shall be completed and submitted by the Recipient to the Illinois EPA by October 31, 2012. Two (2) paper copies and one (1) electronic copy of the final Design and IGIG BMP Application Form" shall be completed and submitted by the Recipient to the Illinois EPA by December 31, 2012.

#### PERMITS & LANDOWNERS AGREEMENTS

2. The Recipient shall secure all necessary permits prior to the implementation of the Design developed under Item 1 of this Agreement. The Recipient shall enter into appropriate legally binding arrangements with participating landowners to ensure that the BMPs are maintained as designed and that the operation and maintenance procedures are implemented for at least ten (10) years from the implementation of the BMPs. The Recipient shall submit a draft of the arrangement to the Illinois EPA by October 31, 2012. The Recipient shall submit a copy of the executed arrangement to the Illinois EPA by December 31, 2012.

#### DESIGN IMPLEMENTATION

3. The Recipient shall implement the Design developed under Item 1 of this Agreement. The Recipient shall complete the installation and construction of the BMPs by April 30, 2014. Photographic images, including before and after shots of the BMP location, documenting Design implementation shall be completed and submitted by the Recipient to the Illinois EPA by July 15, 2014.

#### PROJECT EVALUATION AND REPORT

4. The Recipient shall prepare a report explaining the execution of the Parking Lot 13 Green Infrastructure Retrofit (i.e., pre and post conditions, type and location of practices, practice design, methods of practice installation) and evaluating the project's success, including but not limited to improvements in water quality and stormwater runoff reductions. The report shall document the project tasks and summarize the findings of the project, including a discussion of the cost-effectiveness of selected practices in relationship to alternative management strategies. Two (2) copies of the draft report shall be completed and submitted by the Recipient to the Illinois EPA by May 31, 2014. The final report shall be completed and three (3) paper copies and one (1) electronic copy submitted by the Recipient to the Illinois EPA by July 15, 2014.

#### OTHER DIRECTED ACTIVITIES

5. The Recipient shall be available for coordination and progress briefings. The dates and locations of these briefings will be specified by the Illinois EPA in consultation with the Recipient during the course of the project.
6. The Recipient shall submit a written progress report by the fifteenth (15<sup>th</sup>) of January, April, July and October occurring during the Agreement Period. Whenever practical reports should be submitted printed two-sided.
7. All products produced and all work performed by the Recipient under this Agreement shall be subject to review and approval by the Illinois EPA to determine eligibility and acceptability in meeting the terms and intent of this Agreement.

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8. The Recipient and the Illinois EPA retain the right to cite, quote, circulate, and reprint all documents and other materials produced under this Agreement. The Recipient will include in any publications for external general circulation (including all press releases, brochures, newsletters, Web sites, and presentation materials) the following phrase: "Funding for this project provided, in part, by the Governor of Illinois and the Illinois Environmental Protection Agency through the Illinois Green Infrastructure Grant Program."
9. At each site where BMPs are installed under this Agreement, the Recipient shall design and erect a sign which acknowledges the participating agencies and identifies the Illinois Green Infrastructure Grant Program for Stormwater Management as a funding source of the project. Sign design must be approved by, and consistent with the specifications of, the Illinois EPA prior to their installation at any site. Designs for all signs shall be completed and submitted by the Recipient to the Illinois EPA by October 31, 2012. The Recipient shall erect the signs approved by the Illinois EPA prior to the installation of the BMPs at its particular site. The signs shall remain in place throughout the installation of the BMPs and for a period thereafter as mutually agreed upon by the Recipient and the Illinois EPA. The Recipient shall complete the installation of all signs approved by the Illinois EPA by December 31, 2012.
10. The Recipient shall develop Operation and Maintenance Plans (O & M Plan) for the BMPs implemented under this Agreement to ensure their long-term viability (at least ten years). The O & M Plan shall identify regular inspection needs and appropriate management activities such as sediment and debris removal, replacement of vegetation and hardware, chemical treatment, etc. The O & M Plan shall identify both coordinating (i.e., local governments) and participating (i.e., citizen groups, landowners) parties to carry out inspection and management needs and the financial resources necessary for implementation of the O & M Plan. A draft of all O & M Plans shall be completed and submitted by the Recipient to the Illinois EPA by October 31, 2012. The final O & M Plan shall be completed and submitted by the Recipient to the Illinois EPA by December 31, 2012.

<b>Project Schedule</b>	
<u>Description</u>	<u>Completion Date</u>
<b>DESIGN SPECIFICATIONS</b>	
1. Draft Design Specifications	October 31, 2012
Final Design Specifications	December 31, 2012
<b>PERMITS &amp; LANDOWNER AGREEMENTS</b>	
2. Draft Permits and Landowner Agreements	October 31, 2012
Final Permit and Landowner Agreements	December 31, 2012
<b>DESIGN IMPLEMENTATION</b>	
3. Design Implementation	April 30, 2014
Submit Photographic Documentation of Implementation	July 15, 2014
<b>PROJECT EVALUATION &amp; REPORT</b>	
4. Draft Report	May 31, 2014
Final Report	July 15, 2014
<b>OTHER DIRECTED ACTIVITIES</b>	
6. Progress Reports	Quarterly as stipulated

4-B.16

9. Sign Design  
Install Sign

October 31, 2012  
December 31, 2012

10. Draft O & M Plan  
Final O & M Plan

October 31, 2012  
December 31, 2012

**Estimated Allowable Project Costs**

Project Cost Summary	<u>Totals</u>
1. Direct Labor	0.00
Professional	0.00
Technical	0.00
Administrative	0.00
2. Indirect Costs	0.00
Indirect	0.00
3. Equipment, Materials, Supplies	0.00
Equipment, Materials, Supplies	0.00
4. Subcontracts	702,672.00
Design/Engineering	70,672.00
Permitting	0.00
Construction	579,892.00
Construction Oversight	52,108.00
5. Other	0.00
Other	0.00
<b>TOTAL</b>	<b>\$ 702,672.00</b>

<b>Assistance Amount at</b>	<b><u>65%</u></b>	<b>\$ <u>453,840.00</u></b>
<b>Recipient Share at</b>	<b><u>35%</u></b>	<b>\$ <u>248,832.00</u></b>

**Comments on Allowable/Excluded Costs**

4-B.17

**Offer and Acceptance**

This Financial Assistance Agreement is subject to all applicable State and Federal statutory provisions, State and Federal Grant Regulations, and the Organization Certifications and Grant Conditions attached hereto and provided as part of the Recipient's Application for Assistance.

**For the State of Illinois Environmental Protection Agency:**

The Director (herein called the "Director") of the Illinois Environmental Protection Agency, in accordance with the authority given in the Environmental Protection Act, and in appropriation by the General Assembly made pursuant thereby, hereby offers financial assistance to the Recipient, up to and not exceeding the specified amount, for the support of the efforts contained in the Project Description.

**Director** \_\_\_\_\_ **Date** \_\_\_\_\_

(John J. Kim – Interim Director)

**By** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**On behalf of the Recipient:**

I the undersigned, being duly authorized to take such actions, do hereby accept this offer and agree to all terms and conditions including the Organization Certifications and Grant Conditions provided as part of the Recipient's Application for Assistance. I certify under oath that all information in this Agreement is true and correct to the best of my knowledge, information, and belief, that the funds shall be used only for the purposes described in this Agreement, and the award of grant funds is conditional upon such certification.

**Recipient** \_\_\_\_\_ **Date** \_\_\_\_\_

**Signature** \_\_\_\_\_

**By** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**For the State of Illinois Environmental Protection Agency:**

Therefore, the State of Illinois executes this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2012.

4-B.18

VILLAGE OF LA GRANGE  
Department of Public Works

**BOARD REPORT**

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

FROM: Robert Pilipiszyn, Village Manager  
Ryan Gillingham, Director of Public Works

DATE: June 25, 2012

RE: **ENGINEERING SERVICES AGREEMENT- FY 2013-2014**  
**NEIGHBORHOOD STREET RESURFACING PROJECT**

---

The purpose of the Neighborhood Resurfacing Program is to plan for the routine resurfacing and repair of neighborhood streets on a defined schedule. In April, 2011, the Village contracted with Baxter & Woodman, Inc. to complete a Street Condition Survey of all Village Streets. The purpose of the report was to establish the next generation of neighborhood street rehabilitation priorities. Based on results from the survey, staff recommended, and the Board concurred with, modifying the approach of street resurfacing from a neighborhood based system to one in which street resurfacing priorities are based on the individual condition of street block segments.

As part of the street condition survey, Baxter & Woodman completed a field survey to determine pavement conditions on all Village Streets and alleys. This data was then analyzed based on industry standards for rating roadway conditions and each block segment of roadway received a score from 0-100 called a Pavement Condition Index (PCI). Based on the results from this analysis, streets included in the FY2012-13 resurfacing program include the following street segments:

<b><u>Street</u></b>	<b><u>From</u></b>	<b><u>To</u></b>
41 <sup>ST</sup> Street	Edgewood Avenue	Brainard Avenue
Bell Avenue	Edgewood Avenue	Brainard Avenue
Park Road	Arlington Avenue	41 <sup>ST</sup> Street

The above streets were last resurfaced in the 1980's. We anticipate that the scope of work for this project will generally consist of milling and resurfacing the existing pavement, intermittent sidewalk and curb and gutter replacement, surface drainage corrections and sewer structure repairs as required.

4-C

The FY 2012-13 Capital Projects Fund budget includes \$28,000 for the completion of the design engineering work for these street segments. Construction is budgeted for these street segments in FY2013-14 in the amount of \$378,000. Please note, the budget reflects completion of the engineering work for the resurfacing program in the fiscal year prior to construction so work can start on May 1 at the beginning of the construction season. The current schedule for the project is as follows:

<u>Action</u>	<u>Completion Date</u>
Complete Engineering Design	October 26, 2012
Award Construction Contract	Spring, 2013
Construction Completion	Fall, 2013

Baxter & Woodman, Inc. proposes to complete the plans and specifications, and coordinate the required review and approval process with IDOT for this work for an amount not-to-exceed \$28,000. We recommend Baxter & Woodman, Inc. perform the engineering work for this project in accordance with the attached task order based on their experience in this type of work.

If approved, the attached task order with Baxter & Woodman, Inc. will be executed for this work in accordance with their supplemental municipal engineering contract. Additionally, IDOT requires for the utilization of MFT funds that the Preliminary Engineering Services Agreement for Motor Fuel Tax Funds and Resolution for Improvement by Municipality Under the Illinois Highway Code be approved. These three documents are attached for your consideration. Staff recommends approval of these documents. Additional agreements for construction and construction engineering will be necessary next year when the project is bid for construction.

In summary, staff recommends approval of the task order with Baxter & Woodman in the total amount of \$28,000 for the completion of the detailed engineering and design for the FY 2013-2014 Neighborhood Resurfacing Project. Staff also recommends approval of the Preliminary Engineering Services Agreement for Motor Fuel Tax Funds and Resolution for Improvement by Municipality Under the Illinois Highway Code be approved.

4-C.1

VILLAGE OF LA GRANGE, ILLINOIS  
FY 2013-2014 NEIGHBORHOOD RESURFACING PROJECT

TASK ORDER NO.19

In accordance with Section 1.2 of the Master Contract dated April 25, 2011 between the Village of La Grange (the "Village") and Baxter & Woodman, Inc. (the "Consultant"), the Parties agree to the following Task Number 19:

**1. Contracted Services:**

Baxter & Woodman, Inc. shall provide the Village with detailed engineering and design services as described in the Project Description (Exhibit A) and Scope of Services (Exhibit B), attached hereto. A Motor Fuel Tax (MFT) Agreement has been prepared to allow the use of MFT funds. In case of a conflict, all terms and conditions of the master task order contract dated April 25, 2011 with the Village of La Grange shall apply.

**2. Project Schedule (attach schedule if appropriate):**

All services shall be completed prior to October 26, 2012.

**3. Project Completion Date:**

All Contracted Services must be completed on or before October 26, 2012.

**4. Project Specific Pricing (if applicable):**

Baxter & Woodman, Inc. shall be compensated on a cost plus fixed fee basis in an amount not to exceed \$28,000. See attached Exhibit C.

**5. Additional Changes to the Master Contract (if applicable):**

N/A

All other terms and conditions remain unchanged.

[signature page follows]

4-C.2

**VILLAGE**

**CONSULTANT**

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Louis D. Haussmann, PE, PTOE

\_\_\_\_\_  
Director of Public Works

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Date

06/01/12  
\_\_\_\_\_  
Date

If greater than \$2,000, the Village Manager's signature is required.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

If greater than \$10,000, the Village Board must approve the Task Order in advance and the Village President's signature is required.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Village President

\_\_\_\_\_  
Date

4-C.3

VILLAGE OF LA GRANGE, ILLINOIS  
FY 2013-2014 NEIGHBORHOOD RESURFACING PROJECT

EXHIBIT A

PROJECT DESCRIPTION

Street No.	Street	From	To
1	41 <sup>st</sup> Street	Edgewood Avenue	Brainard Avenue
2	Bell Avenue	Edgewood Avenue	Brainard Avenue
3	Park Road	Arlington Avenue	41 <sup>st</sup> Street

The work on these street segments includes HMA resurfacing, surface patching, base patching, curb and gutter repairs, sidewalk repairs, drainage structure adjustment, thermoplastic pavement markings, and parkway restoration.

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VILLAGE OF LA GRANGE, ILLINOIS  
FY 2013-2014 NEIGHBORHOOD RESURFACING PROGRAM

EXHIBIT B

SCOPE OF SERVICES

- **MANAGE PROJECT**  
Plan, schedule, and control the activities that must be performed to complete the Project including budget, schedule, and scope. Confer with Village staff, from time to time, to clarify and define the general scope, extent and character of the Project and to review available data. Attend one kick-off meeting with the Village to review the Project and establish Project criteria and clear lines of communication, and attend one progress meeting to review the Plans, Contract Proposal and Estimate of Cost prior to submittal to the Department.
  
- **PRELIMINARY PLANS, SPECIFICATIONS, AND ESTIMATE OF COST**
  - **FIELD EVALUATION** - Perform a field evaluation on the condition of existing pavements and curbs and gutters, and calculate quantities of pavement repair.
  
  - **DATA COLLECTION** – Collect photographs of the existing conditions along the Project routes to assist with preparation of design drawings and exhibits. Obtain data of record, including electronic survey files of Project routes, utility atlas pages, to assist with the preparation of design drawings. Review sewer videotapes to determine extent of necessary sewer repairs.
  
  - **GEOTECHNICAL REPORT** – Employ the services of a geotechnical subconsultant to take pavement cores of the surface and base material to determine the composition of the existing pavement material. The geotechnical subconsultant will provide an analysis of the cores and a report in accordance with the requirements of the Department.
  
  - **AGENCY COORDINATION** - Notify and coordinate the proposed improvements with utility companies.
  
  - **PRELIMINARY GEOMETRIC PLANS** - Prepare the pavement design and geometric plan design for the proposed improvements using aerial photography as base sheets.
  
  - **PROJECT DETAILS AND STANDARDS** – Prepare a Cover Sheet, Typical Sections, Design Details, Summary of Quantities, and Department Standard Detail sheets.

4-C-5



- PAVEMENT MARKING PLANS - Develop a proposed pavement striping plan for the proposed improvements.
- MAINTENANCE OF TRAFFIC PLAN – Prepare construction staging notes and details to maintain local traffic flow through the Project construction zones.
- SPECIAL PROVISIONS – Prepare special provisions in accordance with IDOT MFT guidelines.
- ESTIMATE OF COST - Prepare a Summary of Quantities and an Engineer's Estimate of Cost.
- **FINAL PLANS, SPECIFICATIONS, AND ESTIMATE OF COST**
  - FINAL CONTRACT PLANS AND CONTRACT PROPOSAL - Prepare contract documents consisting of Plans, Special Provisions, Contract Proposals, and Engineer's Estimate of Probable Construction Cost and submit these documents to the Village to receive construction bids. Make necessary changes to the documents as required by the Village in order to secure approval.
  - QC/QA – Perform an in-house peer review and constructability review of the pre-final plans, specifications, and estimates of cost for the Project.
- **ASSIST BIDDING**  
Provide documents for bidding and assist the Village in solicitation of bids from as many qualified bidders as possible, receive and evaluate bids, tabulate bids, and make a recommendation to the Village for an award of contract.

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4-C.6



**EXHIBIT C - PRELIMINARY ENGINEERING  
FY 2013-2014 NEIGHBORHOOD RESURFACING PROGRAM**

ROUTE: Various  
 LOCAL AGENCY: VILLAGE OF LA GRANGE, IL  
 (Municipality/Township/County)  
 SECTION:  
 PROJECT:  
 JOB NO.: 120292.40

* FIRM'S APPROVED RATES ON FILE WITH IDOT'S BUREAU OF ACCOUNTING AND AUDITING:	
OVERHEAD RATE (OH)	152%
COMPLEXITY FACTOR ( R )	0
CALENDAR DAYS	

METHOD OF COMPENSATION:  
 COST PLUS FIXED FEE 1 X 14.5% [(DL + R (DL) + OH (DL) +IHDC]  
 COST PLUS FIXED FEE 1 14.5% [(DL + R (DL) + 1.4 (DL) + IHDC]  
 COST PLUS FIXED FEE 1 14.5% [(2.3 + R) DL + IHDC]  
 DIRECT LABOR MULTIPLE [(2.8 + R) DL] + IHDC  
 SPECIFIC RATE  
 LUMP SUM

**COST ESTIMATE OF CONSULTANT SERVICES IN DOLLARS**

ELEMENT OF WORK	EMPLOYEE CLASSIFICATION	MAN-HOURS	PAYROLL RATE	PAYROLL COSTS (DL)	OVERHEAD*	SERVICES BY OTHERS	IN-HOUSE DIRECT COSTS (IHDC)	PROFIT	TOTAL
<b>MANAGE PROJECT</b>									
	PRINCIPAL	12	\$69.52	\$834.00	\$1,288.00		\$70.00	\$315.00	\$2,487.00
	SR. ENGINEER II	12	\$45.38	\$545.00	\$828.00			\$199.00	\$1,572.00
<b>PRELIMINARY CONTRACT DOCUMENTS</b>									
	SR. ENGINEER II	52	\$45.38	\$2,360.00	\$3,587.00	\$4,200.00	\$100.00	\$877.00	\$11,124.00
	CAD TECH II	40	\$30.02	\$1,201.00	\$1,826.00			\$439.00	\$3,466.00
	ENGINEER II	40	\$32.62	\$1,305.00	\$1,984.00			\$477.00	\$3,766.00
<b>FINAL CONTRACT DOCUMENTS</b>									
	PRINCIPAL	2	\$69.52	\$139.00	\$211.00		\$70.00	\$61.00	\$481.00
	SR. ENGINEER II	16	\$45.38	\$726.00	\$1,104.00			\$265.00	\$2,095.00
	ENGINEER II	16	\$32.62	\$522.00	\$793.00			\$191.00	\$1,506.00
	CAD TECH II	12	\$30.02	\$360.00	\$547.00			\$132.00	\$1,039.00
<b>ASSIST BIDDING</b>									
	SR. ENGINEER II	3	\$45.38	\$136.00	\$207.00		\$62.00	\$59.00	\$484.00
<b>SUBTOTAL</b>		<b>205</b>		<b>\$8,128</b>	<b>\$12,355</b>	<b>\$4,200</b>	<b>\$302</b>	<b>\$3,015</b>	<b>\$28,000</b>

IN-HOUSE DIRECT COSTS (INCLUDED IN TOTAL COST):  
 VEHICLE EXPENSES - TRAVEL, 544 MI @ \$0.555/MILE \$302.00

SERVICES BY OTHERS INCLUDED IN TOTAL COST.  
 SOIL & MATERIAL CONSULTANTS \$4,200.00

4-C-1



Municipality La Grange	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b>	<b>C O N S U L T A N T</b>	Name Baxter & Woodman, Inc.
Township			Address 8678 Ridgely Road
County Cook			City Crystal Lake
Section			State IL 60012

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of June, 2012 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

#### Section Description

Name FY 2013-2014 Neighborhood Resurfacing Project

Route See Exhibit A Length \_\_\_\_\_ Mi. \_\_\_\_\_ FT (Structure No. \_\_\_\_\_ )

Termini See Exhibit A

**Description:**

Design Engineering for the resurfacing, base repair, and curb repair of various Village streets. See Exhibit B for Scope. ENGINEER's Project No. 120292.40.

#### Agreement Provisions

**The Engineer Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans
  - b.  Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.  Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
  - f.  Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
  - h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i.  Assist the LA in the tabulation and interpretation of the contractors' proposals
  - j.  Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
  - k.  Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

**The LA Agrees,**

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a.  A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
  - b.  A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000	Cost plus Fixed Fee Not to _____	(see note)
	Exceed \$28,000 (See Exhibit C)	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1a, 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work \_\_\_\_\_ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

4-C, 9

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 152 percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 152 percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

---

**It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

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IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Village of La Grange of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By \_\_\_\_\_

Village Clerk

(Seal)

By \_\_\_\_\_

Title Village President

Executed by the ENGINEER:

Baxter & Woodman, Inc.

8678 Ridgfield Road

Crystal Lake, IL 60012

ATTEST:

By Deputy Secretary

Title Deputy Secretary

By [Signature]

Title Vice President / COO

<b>Approved</b>
_____
Date
Department of Transportation
_____
Regional Engineer

4-C.11

VILLAGE OF LA GRANGE, ILLINOIS  
FY 2013-2014 NEIGHBORHOOD RESURFACING PROJECT

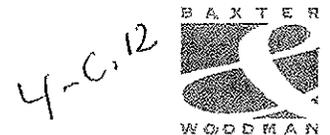
EXHIBIT A

PROJECT DESCRIPTION

Street No.	Street	From	To
1	41 <sup>st</sup> Street	Edgewood Avenue	Brainard Avenue
2	Bell Avenue	Edgewood Avenue	Brainard Avenue
3	Park Road	Arlington Avenue	41 <sup>st</sup> Street

The work on these street segments includes HMA resurfacing, surface patching, base patching, curb and gutter repairs, sidewalk repairs, drainage structure adjustment, thermoplastic pavement markings, and parkway restoration.

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VILLAGE OF LA GRANGE, ILLINOIS  
FY 2013-2014 NEIGHBORHOOD RESURFACING PROGRAM

EXHIBIT B

SCOPE OF SERVICES

- **MANAGE PROJECT**  
Plan, schedule, and control the activities that must be performed to complete the Project including budget, schedule, and scope. Confer with Village staff, from time to time, to clarify and define the general scope, extent and character of the Project and to review available data. Attend one kick-off meeting with the Village to review the Project and establish Project criteria and clear lines of communication, and attend one progress meeting to review the Plans, Contract Proposal and Estimate of Cost prior to submittal to the Department.
- **PRELIMINARY PLANS, SPECIFICATIONS, AND ESTIMATE OF COST**
  - **FIELD EVALUATION** - Perform a field evaluation on the condition of existing pavements and curbs and gutters, and calculate quantities of pavement repair.
  - **DATA COLLECTION** -- Collect photographs of the existing conditions along the Project routes to assist with preparation of design drawings and exhibits. Obtain data of record, including electronic survey files of Project routes, utility atlas pages, to assist with the preparation of design drawings. Review sewer videotapes to determine extent of necessary sewer repairs.
  - **GEOTECHNICAL REPORT** -- Employ the services of a geotechnical subconsultant to take pavement cores of the surface and base material to determine the composition of the existing pavement material. The geotechnical subconsultant will provide an analysis of the cores and a report in accordance with the requirements of the Department.
  - **AGENCY COORDINATION** - Notify and coordinate the proposed improvements with utility companies.
  - **PRELIMINARY GEOMETRIC PLANS** - Prepare the pavement design and geometric plan design for the proposed improvements using aerial photography as base sheets.
  - **PROJECT DETAILS AND STANDARDS** -- Prepare a Cover Sheet, Typical Sections, Design Details, Summary of Quantities, and Department Standard Detail sheets.

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- PAVEMENT MARKING PLANS - Develop a proposed pavement striping plan for the proposed improvements.
  - MAINTENANCE OF TRAFFIC PLAN – Prepare construction staging notes and details to maintain local traffic flow through the Project construction zones.
  - SPECIAL PROVISIONS – Prepare special provisions in accordance with IDOT MFT guidelines.
  - ESTIMATE OF COST - Prepare a Summary of Quantities and an Engineer’s Estimate of Cost.
- **FINAL PLANS, SPECIFICATIONS, AND ESTIMATE OF COST**
    - FINAL CONTRACT PLANS AND CONTRACT PROPOSAL - Prepare contract documents consisting of Plans, Special Provisions, Contract Proposals, and Engineer’s Estimate of Probable Construction Cost and submit these documents to the Village to receive construction bids. Make necessary changes to the documents as required by the Village in order to secure approval.
    - QC/QA – Perform an in-house peer review and constructability review of the pre-final plans, specifications, and estimates of cost for the Project.
  - **ASSIST BIDDING**  
Provide documents for bidding and assist the Village in solicitation of bids from as many qualified bidders as possible, receive and evaluate bids, tabulate bids, and make a recommendation to the Village for an award of contract.

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4-C:14



**EXHIBIT C - PRELIMINARY ENGINEERING  
FY 2013-2014 NEIGHBORHOOD RESURFACING PROGRAM**

ROUTE: Various  
 LOCAL AGENCY: VILLAGE OF LA GRANGE, IL  
 (Municipality/Township/County)  
 SECTION:  
 PROJECT:  
 JOB NO.: 120292.40

* FIRM'S APPROVED RATES ON FILE WITH IDOT'S BUREAU OF ACCOUNTING AND AUDITING:	
OVERHEAD RATE (OH)	152%
COMPLEXITY FACTOR ( R )	0
CALENDAR DAYS	

METHOD OF COMPENSATION:  
 COST PLUS FIXED FEE 1 X 14.5% [(DL + R (DL) + OH (DL) +IHDC]  
 COST PLUS FIXED FEE 1 14.5% [(DL + R (DL) + 1.4 (DL) + IHDC]  
 COST PLUS FIXED FEE 1 14.5% [(2.3 + R) DL + IHDC]  
 DIRECT LABOR MULTIPLE [(2.8 + R) DL] + IHDC  
 SPECIFIC RATE  
 LUMP SUM

**COST ESTIMATE OF CONSULTANT SERVICES IN DOLLARS**

ELEMENT OF WORK	EMPLOYEE CLASSIFICATION	MAN-HOURS	PAYROLL RATE	PAYROLL COSTS (DL)	OVERHEAD*	SERVICES BY OTHERS	IN-HOUSE DIRECT COSTS (IHDC)	PROFIT	TOTAL
<b>MANAGE PROJECT</b>									
	PRINCIPAL	12	\$69.52	\$834.00	\$1,268.00		\$70.00	\$315.00	\$2,487.00
	SR. ENGINEER II	12	\$45.38	\$545.00	\$828.00			\$199.00	\$1,572.00
<b>PRELIMINARY CONTRACT DOCUMENTS</b>									
	SR. ENGINEER II	52	\$45.38	\$2,360.00	\$3,587.00	\$4,200.00	\$100.00	\$877.00	\$11,124.00
	CAD TECH II	40	\$30.02	\$1,201.00	\$1,826.00			\$439.00	\$3,466.00
	ENGINEER II	40	\$32.62	\$1,305.00	\$1,984.00			\$477.00	\$3,766.00
<b>FINAL CONTRACT DOCUMENTS</b>									
	PRINCIPAL	2	\$69.52	\$139.00	\$211.00		\$70.00	\$61.00	\$481.00
	SR. ENGINEER II	16	\$45.38	\$726.00	\$1,104.00			\$265.00	\$2,095.00
	ENGINEER II	16	\$32.62	\$522.00	\$793.00			\$191.00	\$1,506.00
	CAD TECH II	12	\$30.02	\$360.00	\$547.00			\$132.00	\$1,039.00
<b>ASSIST BIDDING</b>									
	SR. ENGINEER II	3	\$45.38	\$136.00	\$207.00		\$62.00	\$59.00	\$464.00
<b>SUBTOTAL</b>		<b>205</b>		<b>\$8,128</b>	<b>\$12,355</b>	<b>\$4,200</b>	<b>\$302</b>	<b>\$3,015</b>	<b>\$28,000</b>

IN-HOUSE DIRECT COSTS (INCLUDED IN TOTAL COST):  
 VEHICLE EXPENSES - TRAVEL, 544 MI @ \$0.555/MILE \$302.00

SERVICES BY OTHERS INCLUDED IN TOTAL COST:  
 SOIL & MATERIAL CONSULTANTS \$4,200.00

4-C-15





VILLAGE OF LA GRANGE, ILLINOIS  
FY 2013-2014 NEIGHBORHOOD RESURFACING PROJECT

EXHIBIT A

**PROJECT DESCRIPTION**

Street No.	Street	From	To
1	41 <sup>st</sup> Street	Edgewood Avenue	Brainard Avenue
2	Bell Avenue	Edgewood Avenue	Brainard Avenue
3	Park Road	Arlington Avenue	41 <sup>st</sup> Street

The work on these street segments includes HMA resurfacing, surface patching, base patching, curb and gutter repairs, sidewalk repairs, drainage structure adjustment, thermoplastic pavement markings, and parkway restoration.

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4-C.17



VILLAGE OF LA GRANGE  
Department of Public Works

**BOARD REPORT**

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

FROM: Robert Pilipiszyn, Village Manager  
Ryan Gillingham, Director of Public Works

DATE: June 25, 2012

RE: **AWARD OF CONTRACT - LEAF HAULING AND DISPOSAL**

---

The FY 2012-13 Public Works Department budget includes \$58,000 for leaf hauling and disposal. Each fall, the Public Works Department collects leaves from Village streets. This service is free of charge to Village residents. The leaves are temporarily stored at the Public Works facility and then loaded into privately contracted semi trucks. After the loads are verified by Village employees, the leaves are then hauled to a composting site for disposal. A ticket is generated at the site for each load, which we verify against our records. This method has proven to be the most cost effective means of leaf disposal as it helps eliminate costly overtime and excessive fuel consumption.

There are a very limited number of vendors in the area capable and interested in performing this work. We solicited competitive proposals from several vendors on a unit price basis for this work. The following table reflects the quotes received:

VENDOR/LOCATION	QUOTE
Heartland Recycling/DisposAll Waste Services / Forest View, IL	\$5.50 / cubic yard
Rainbow Farm Enterprises, Inc. / Monee, IL	\$6.00 / cubic yard
Homer Industries, LLC / Lockport, IL	No Bid

As noted in the table above Heartland Recycling/DisposAll Waste Services submitted the low quote in the amount of \$5.50 per cubic yard. Last year, Heartland Recycling/DisposAll Waste Services provided leaf hauling services to the Village for the first time. Their service was excellent and they met all of their contractual obligations. By way of comparison, the unit price from previous contracts is as follows:

YEAR	AMOUNT
2007	\$5.50
2008	\$6.00

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Award of Contract – Leaf Hauling and Disposal  
Board Report – June 25, 2012 – Page 2

2009	\$6.00
2010	\$6.00
2011	\$5.50

We recommend selecting Heartland Recycling/ DisposAll Waste Services based on their low quote and previous positive experience.

Based on the low unit price received last year and several contractual changes, the cost to haul leaves last year was reduced by approximately \$23,000 from the budgeted amount. The following chart details the budget amount and actual expenses for leaf hauling over the last five years:

Fiscal Year	Budget	Actual
FY2007-08	\$42,000	\$43,560
FY2008-09	\$50,000	\$62,893
FY2009-10	\$63,000	\$63,276
FY2010-11	\$63,000	\$56,208
FY2011-12	\$63,000	\$39,558

Actual expenses vary each year based on the selected contractor, volume of leaves and unit price. Based on the proposed bid price received by Heartland for the last two years, there may be an opportunity to reduce this budgeted line item in future fiscal years. Staff will evaluate the quantity of leaves and expenses at the end of this season and make a recommendation for any funding adjustments as part of the budget development process.

Based on our past positive experience with this contractor, we recommend that the Village Board waive the formal bidding process and authorize staff to enter into a contract with Heartland Recycling/DisposAll Waste Services for the hauling and disposal of leaves at a unit price of \$5.50 per cubic yard.

4-D.1

VILLAGE OF LA GRANGE  
Department of Public Works

**BOARD REPORT**

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

FROM: Robert Pilipiszyn, Village Manager  
Ryan Gillingham, Director of Public Works

DATE: June 25, 2012

RE: **AWARD OF CONTRACT – 2012 50/50 SIDEWALK  
REPLACEMENT PROGRAM**

---

The FY 2012-13 Capital Projects Fund budget includes \$15,000 for the replacement of concrete sidewalk. Residents wishing to replace cracked, broken or potentially hazardous sidewalk may elect to participate in the program on a 50/50 cost sharing basis. Selection for participation in the program is based on a first come first served basis. Currently, there are 56 property owners that have requested to participate in the sidewalk replacement program. We anticipate that roughly 10 property owners will be able to participate this year. The property owners participating this year were first put on the program in 2009.

Based on the budget amount of \$15,000, we requested quotes from contractors to remove and replace approximately 2,500 square feet of sidewalk and 100 lineal feet of curb and gutter. We requested quotes from 11 local contractors known to be capable of performing the work. We received the following quotes for the work:

VENDOR/LOCATION	QUOTES	
	SIDEWALK REMOVAL AND REPLACEMENT	CURB AND GUTTER REMOVAL AND REPLACEMENT
United General Concrete, Inc., Indian Head Park, IL	\$6.75 / Square Foot	\$40.00 / Lineal Foot
Robert J. Andreas & Sons, Inc., Cicero, IL	\$6.95 / Square Foot	\$43.00 / Lineal Foot
La Grange Custom Concrete, La Grange, IL	\$7.50 / Square Foot	\$45.00 / Lineal Foot
D'Land, Bensenville, IL	No Bid	No Bid
Leon Construction, Cicero, IL	No Bid	No Bid
Globe Construction, Addison, IL	No Bid	No Bid
Schroeder & Schroeder, Skokie, IL	No Bid	No Bid

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Award of Contract  
 2012 50/50 Sidewalk Replacement Program  
 Board Report – June 25, 2012 – Page 2

Araiza Corporation, Country Club Hills, IL	No Bid	No Bid
Reyes Group, Markham, IL	No Bid	No Bid
TOR Construction, South Elgin, IL	No Bid	No Bid
Miller Concrete, West Chicago, IL	No Bid	No Bid

United General Concrete, Inc. provided the low quote in the amount of \$6.75 per square foot for the removal and replacement of sidewalk and \$40.00 per lineal foot for the removal and replacement of curb and gutter. As a comparison, the unit price under the program last year was \$7.00 / Square Foot for sidewalk. Eight of the eleven contractors from which we requested quotes did not provide a quote. The contractors stated the project was too small for them to provide a quote. Please note the current budget amount for the sidewalk replacement program was reduced in FY 2009-10 from \$50,000 to its current level of \$15,000.

If the contract is approved, we will meet with residents to determine the exact scope of work so that an invoice for the quantity of sidewalk replacement they are requesting can be provided. Based on the quantities calculated from these meetings, the staff will then determine which residents will be able to participate in the current program. Due to the availability of funds and interest in the program, some residents wishing to participate in the program this year will have to wait until a future year.

Staff has verified the contractor's availability and have contacted references for United General Concrete, Inc. The references for this contractor were positive. Also staff has confirmed with the contractor that they will be able to complete all of the work by August 31, 2012. Staff recommends that the Village Board execute a contract with United General Concrete, Inc. based on their low quote for the sidewalk replacement program and positive references.

We recommend that the Village Board waive the formal bidding process and authorize staff to enter into a contract with United General Concrete, Inc. for the 2012 50/50 Sidewalk Program at a unit price of \$6.75 per square foot for sidewalk removal and replacement, and \$40.00 per lineal foot for curb and gutter removal and replacement.

4-E.1

VILLAGE OF LA GRANGE  
Administrative Offices

**BOARD REPORT**

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

FROM: Robert J. Pilipiszyn, Village Manager  
Mark Burkland, Village Attorney

DATE: June 25, 2012

RE: **ORDINANCE -- PREVAILING WAGE RATES FOR 2012**

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Under the Illinois Prevailing Wage Act, not less than the general prevailing rate of hourly wages in the "locality" for work on public works projects must be paid to all laborers, workers, and mechanics employed by or on behalf of the Village. (The Illinois Department of Labor sets these rates on a county-by-county basis.) The Village must establish the prevailing wage rates in June of each year. Each year, the Illinois Department of Labor issues its determinations on the prevailing wage rates being paid for each county. All or nearly all municipalities adopt the IDOL's determination of prevailing wage rates. Although a municipality may independently ascertain the prevailing wage rates within its locality, it is a complex process that would most likely be contested by labor councils if it resulted in lower wage rates.

The attached ordinance would adopt, for use in La Grange, the IDOL's determination of prevailing wage rates for Cook County as of June 2012. The Village Board adopts a prevailing wage ordinance each year, updated with the current prevailing wage rates.

We recommend that the ordinance be approved.

4-F

VILLAGE OF LA GRANGE

ORDINANCE NO. O-12-\_\_\_\_\_

AN ORDINANCE ASCERTAINING THE PREVAILING RATE OF WAGES  
FOR LABORERS, MECHANICS, AND OTHER WORKERS  
FOR VILLAGE OF LA GRANGE PUBLIC WORKS PROJECTS IN 2012

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 2012, 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 2012 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 \_\_\_\_\_ day of \_\_\_\_\_ 2012.

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

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

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

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

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

ATTEST:

\_\_\_\_\_  
Thomas Morsch, Village Clerk

# 3788758\_v1

**EXHIBIT A**

Illinois Department of Labor Prevailing Wages for Cook County  
June 2012

4-F.4

# Cook County Prevailing Wage for June 2012

(See explanation of column headings at bottom of wages)

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	12.18	8.820	0.000	0.450
ASBESTOS ABT-MEC		BLD		32.850	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER		BLD		43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON		BLD		39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
CEMENT MASON		ALL		41.850	43.850	2.0	1.5	2.0	10.70	10.76	0.000	0.320
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	9.200	6.680	0.000	0.580
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		41.850	46.850	1.5	1.5	2.0	10.27	13.01	0.000	0.320
ELECTRIC PWR GRNDMAN		ALL		32.640	46.850	1.5	1.5	2.0	8.000	10.12	0.000	0.240
ELECTRIC PWR LINEMAN		ALL		41.850	46.850	1.5	1.5	2.0	10.27	13.01	0.000	0.320
ELECTRICIAN		ALL		40.400	43.000	1.5	1.5	2.0	13.83	7.920	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		48.560	54.630	2.0	2.0	2.0	11.03	11.96	2.910	0.000
FENCE ERECTOR		ALL		32.660	34.660	1.5	1.5	2.0	12.42	10.00	0.000	0.250
GLAZIER		BLD		38.500	40.000	1.5	2.0	2.0	11.49	14.64	0.000	0.840
HT/FROST INSULATOR		BLD		43.800	46.300	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	12.18	8.820	0.000	0.450
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.980	8.950	0.000	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	9.300	11.17	0.000	0.660
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	9.300	11.17	0.000	0.730
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
OPERATING ENGINEER		BLD 1		45.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 2		43.800	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 3		41.250	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 4		39.500	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 5		48.850	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 6		46.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 7		48.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
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	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 2		42.750	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 3		40.700	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 4		39.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 5		38.100	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 6		46.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 7		44.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
ORNAMNTL IRON WORKER		ALL		40.200	42.700	2.0	2.0	2.0	12.67	15.61	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		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
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		44.750	46.750	1.5	1.5	2.0	11.59	9.060	0.000	0.780
ROOFER		BLD		37.650	40.650	1.5	1.5	2.0	8.380	6.820	0.000	0.430
SHEETMETAL WORKER		BLD		40.560	43.800	1.5	1.5	2.0	9.880	16.54	0.000	0.630

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SIGN HANGER	BLD	29.460	29.960	1.5	1.5	2.0	4.800	2.980	0.000	0.000
SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	9.750	8.200	0.000	0.450
STEEL ERECTOR	ALL	40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
STONE MASON	BLD	39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
TERRAZZO FINISHER	BLD	35.150	0.000	1.5	1.5	2.0	9.200	9.070	0.000	0.430
TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	9.200	10.41	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	9.200	8.390	0.000	0.640
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	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	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	39.950	40.950	1.5	1.5	2.0	8.180	10.57	0.000	0.790

## Legend:

RG (Region)  
 TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)  
 C (Class)  
 Base (Base Wage Rate)  
 FRMAN (Foreman Rate)  
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)  
 OSA (Overtime (OT) 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.

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## CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed 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 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  $\frac{3}{4}$  cu yd.) .

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.

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

4-F.10

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 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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## MINUTES

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

Monday, June 11, 2012 - 7:30 p.m.

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

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

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

ABSENT: None

OTHERS: Village Manager Robert Pilipiszyn  
Assistant Village Manager Andrianna Peterson  
Village Attorney Mark Burkland  
Finance Director Lou Cipparrone  
Community Development Director Patrick Benjamin  
Public Works Director Ryan Gillingham  
Fire Chief William Bryzgalski  
Police Chief Michael Holub

President Asperger requested Boy Scouts from Troop 177 out of Spring Avenue School to lead the Board and audience in the Pledge of Allegiance.

### 2. PRESIDENT'S REPORT

President Asperger welcomed visiting Boy Scouts and noted that Trustee Nowak met with them earlier this evening to guide them through the process of local government as they work toward earning their Citizenship Badge.

President Asperger acknowledged all involved in the coordination and planning of the Annual Pet Parade.

Thanks were expressed to Nancy Kenny who provided treats in honor of the 133<sup>rd</sup> Birthday of the Village of La Grange. President Asperger added her thanks to the La Grange Garden Club for their beautification efforts and plantings.

H-G

Announcing the opening of several new businesses, President Asperger encouraged residents to support community businesses.

Lastly, President Asperger congratulated and thanked Village Manager Robert Pilipiszyn for his 20 years of service to the Village.

3. PUBLIC COMMENTS REGARDING AGENDA ITEMS

None

4. OMNIBUS AGENDA AND VOTE

- A. Ordinance – Consolidation of Lots / Gerald and Amy Rife, 633-637 South Waiola
- B. Special Event – Park District of La Grange / Public Display of Fireworks at Community Family Fest
- C. Request to Purchase – Police Department / Replacement of Digital Video Recording Systems for Squad Cars
- D. Request to Purchase – Police Department / Replacement of Bullet-Proof Vests
- E. Material Purchase – Public Works Department / Fire Hydrants
- F. Minutes of the Village of La Grange Board of Trustees Regular Meeting Monday, May 14, 2012
- G. Consolidated Voucher 120528 – (\$445,583.41)
- H. Consolidated Voucher 120611 – (\$768, 643.93)

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

Approved by roll call vote.

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

5. CURRENT BUSINESS

- A. Professional Service Agreements – Financial Consultant and Bond Counsel for Refunding of 2004 Library Bond Issue: Referred to Trustee Nowak

4-G.1

Trustee Nowak explained that the La Grange Public Library is classified as a “municipal library” and as such must secure approval of the Village Board to issue and/or refund debt. The Village has been advised that by refunding outstanding General Obligation Library Bonds which were issued in 2004 and due to mature in 2024, to fund construction of the new library building, Village residents could incur a net interest savings of approximately \$450,000. In order to achieve these savings on interest, the Village needs to approve the engagement of a financial consultant; approve the engagement of bond counsel; and adopt a bond ordinance for the refunding issue. Trustee Nowak stated that the Village would not incur any expenses related to the refunding as the consulting contracts would be included as part of the Library refunding issue.

Trustee Nowak noted that Village staff recommends approval of contracts from Speer Financial, Inc. as financial consultant and Chapman and Cutler as bond counsel, both of which the Village has previously engaged and retained for other projects. Trustee Nowak added that the state professional services selection law does not apply to financial advisors or attorneys. Should the Board approve these contracts, the next step would be for Speer Financial to present the refinancing plan to the La Grange Library Board on June 19 and then to the Village Board for consideration at the Village Board meeting on July 9, 2012.

Trustee Nowak moved to approve the contracts from Speer Financial, Inc. as financial consultant and Chapman and Cutler as bond counsel for the refunding of 2004 Library Bonds, seconded by Trustee Langan.

Approved by a roll call vote.

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

President Asperger asked if there were any citizen comments prior to beginning the continued budget discussion. Seeing none she proceeded with the Manager’s portion of the agenda.

6. MANAGER’S REPORT

A. Workshop – Continued Budget Discussion

President Asperger provided a detailed overview regarding the on-going budget development process. Although it was conceived that there was a consensus from the Board to move forward with the municipal utility taxes for gas and electricity, the unexpected defeat of the proposed increase in the utility tax created an annual budget shortfall. Recognizing that the Board did not wish to impose any additional fees or tax on residents a revised budget for FY 2012-13 was approved and the proposed utility tax increase postponed to FY 2013-14.

4-G1.2

President Asperger added that mixed direction from the Board and their concerns that a budget deficit incurred, created the need for further budget discussions and direction on how to cut expenses or enhance revenues to overcome the budget shortfall. Noting the Board's strategic planning goals to provide high quality services efficiently, President Asperger added that the Board has also recognized the economic climate and challenges faced at both the local and State level, and by residents.

Explaining the implementation of cost containment practices and successful execution of that plan, President Asperger referenced the Board's need to identify further reductions. President Asperger noted that it may also be appropriate for the Board to examine whether a basic change in financial policy is needed.

President Asperger opened the continued budget discussion based on staff's recommendations to reduce expenditures by approximately \$162,000 for FY 2012-13.

Trustee Holder inquired if residential street sign replacements could be delayed according to federal requirements. Public Works Director Ryan Gillingham responded that federal guidelines regarding deadlines for required street sign replacements have been extended. Trustee Holder feels the over-arching goals to maintain and improve the lives of residents should remain a priority. He is comfortable with the direction the Village is heading and feels finding more efficiencies in Village operations is important over the long term.

Trustee Horvath expressed concerns starting at the policy level. Consistently raising taxes and fees yet cutting services is not amicable. He believes there is a need to look at new ideas for structural changes. Trustee Horvath said that the proposed direction is good and that the Village should continue to improve on its service delivery models. He would like to see more value in the cost of service being delivered.

Trustee Kuchler concurs with most comments presented. He proceeded to clarify his decision making on the utility tax and the water rate increases. Trustee Kuchler agreed that while the quality of life goal is important, he is not willing to rubber-stamp tax increases. Expenses should not exceed revenue.

Trustee Palermo stated his concerns are revenue orientated and that structural changes are necessary. Adding his grave concerns for pension funding, Trustee Palermo does not believe the mortality tables and actuarial assumptions are accurate and insufficient funds are being allocated to the Police and Fire pensions.

Trustee Nowak recognized staff's commitment to contain costs and for working together to maximize efficiencies. Noting that tax increases affect everyone, Trustee Nowak added that the Village faces aging infrastructure issues and tax increases should be reserved to address them. He does not support tax increases

4-G1.3

to fund operations. Trustee Nowak added that he would like to look at other options before considering any increases in taxes. Staff reductions would remain at the bottom of the list. Trustee Nowak feels that expenses should be looked at each year to determine what is and what is not immediately essential.

In anticipation of the budget discussion, Trustee Langan spoke to residents who expressed concerns if the Village were to reduce or cutback services. Trustee Langan noted the necessity to cover expenses and short-term solutions to long term problems may not be the answer to resolve budget shortfalls. Trustee Langan noted his concerns that the Village Board may not be following its own financial management and financial planning policies.

President Asperger summarized the Village Board's discussion of general fiscal objectives as follows: (i) no change in policy to preserve the quality of life in La Grange through the delivery of high quality Village services; (ii) with respect to considering the cost of delivering Village services, be creative / innovative in doing things differently to sustain or improve upon current business methods; (iii) closely scrutinize expenses when the cost of delivering that service may prompt a tax increase; (iv) Village employees and the management team are still highly-valued assets; and (v) the Village Board is concerned with deficit spending and corresponding erosion of reserves. Realizing the need to overcome budget deficits, President Asperger referenced staff's preliminary recommendations for further consideration.

Discussion ensued related to expense reduction opportunities involving the replacement of administrative vehicles and squad cars. Trustees inquired about replacement cycles; extended warranties; and utilizing old squad cars as administrative vehicles rather than purchasing new vehicles. Finance Director Lou Cipparrone responded to inquiries related cost savings and budget funding.

President Asperger noted that the recommended vehicle replacement cost savings would be reflected in budget amendments for the current fiscal year 2012-13.

Trustee Palermo suggested alternatives in the distribution of newsworthy items in place of the production of the Village Spokesman newsletter. President Asperger indicated that the newsletter has been condensed to one page and is an important communication tool which numerous residents prefer.

In order to provide direction to staff, President Asperger indicated she would poll the Board for their input on staff's recommendations regarding potential reductions in personnel and/or non-personnel expenses.

Trustee Langan noted his support of staff's recommendations for the non-personnel expense reductions as presented.

4-G.4

Trustee Kuchler echoed Trustee Langan and does not favor a reduction in personnel, however, advised management that when vacancies occur to look at alternatives such as part-time employees, cross-use and combining jobs. Trustee Kuchler advised that total compensation should not exceed revenue coming in. He suggested that wages should be coordinated with the CPI. The current compensation system is not sustainable and changes need to be made.

Trustee Horvath will support staff's recommendations related to refraining from purchasing administrative vehicles, however, would like more detail on the proposed replacement of police squad cars. Trustee Horvath concurs with Trustee Kuchler that structural changes in operating models are necessary. He does not support lay-offs.

Trustee Palermo concurs with Trustee Horvath and believes staff recommendations are directionally correct but continues to have grave concerns related to pension funding. He agrees with the Village Board's position of no lay-offs.

Trustee Holder supports staff recommended changes and the discussion concerning no lay-offs. He is hopeful that a combination of growth and cost-cutting will stabilize Village finances.

Trustee Nowak applauded the Village Board and staff for working together in reducing expenses without cutting services or increasing taxes.

President Asperger appreciates support to move forward with staff's recommendations and noted budget amendments would be forth coming. Referencing the replacement and purchase of new police squad vehicles, President Asperger indicated that they would be presented for future consideration.

Referencing possible revenue enhancement from an amusement tax, President Asperger opened the discussion to the Board.

Trustee Horvath expressed his favor of an amusement tax on the theater.

Trustee Palermo supports the concept.

Trustee Kuchler is opposed and does not want to dedicate staff or legal resources to the matter.

Trustee Langan is not in favor of a tax that targets a specific business.

Trustee Nowak concurs with Trustee Langan and is not in favor of an amusement tax on the theater.

4-G.5

Trustee Holder would like additional information.

President Asperger asked the Village Manager to lead the thought process and make some effort in gathering additional information as time permits.

Village Manager Pilipiszyn thanked the Village Board for its strong and unified message concerning Village employees and the management team, and that staff is here to serve and wants to serve the Village Board and residents.

7. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA

None.

8. EXECUTIVE SESSION

9. TRUSTEE COMMENTS

Trustee Langan congratulated Village Manager Pilipiszyn on his 20 years of service and his passion for excellence in the management of the Village.

Trustees Nowak and Kuchler expressed their congratulations and thanks to Village Manager Pilipiszyn for his work ethics.

Referencing the level of detail to the Village Manager's budget analysis and report, Trustee Holder noted the outcome of a fruitful meeting and believes that 20 years of longevity explains the kind of support offered by Manager Pilipiszyn.

Trustee Horvath added his congratulations to Village Manager Pilipiszyn as well as Lyons Township High School for excellence in sports activities.

On behalf of the entire staff, Village Manager Pilipiszyn expressed his thanks for the Boards trust and confidence in staff's commitment to public service.

10. ADJOURNMENT

At 9:55 p.m. it was moved by Trustee Langan to adjourn, seconded by Trustee Nowak. Motion approved by voice vote.

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

ATTEST:

\_\_\_\_\_  
Thomas Morsch, Village Clerk

Approved Date:

4-61.6

**VILLAGE OF LA GRANGE**

Disbursement Approval by Fund

June 25, 2012

Consolidated Voucher 120625

<u>Fund No.</u>	<u>Fund Name</u>	<u>06/25/12 Voucher</u>	<u>06/22/12 Payroll</u>	<u>Total</u>
01	General	74,960.09	297,956.65	372,916.74
21	Motor Fuel Tax			0.00
22	Foreign Fire Insurance Tax	302.34		302.34
24	ETSB	5,056.43		5,056.43
40	Capital Projects	5,407.52		5,407.52
50	Water	15,275.63	41,002.36	56,277.99
51	Parking	8,382.69	24,370.00	32,752.69
60	Equipment Replacement	47,871.02		47,871.02
70	Police Pension			0.00
75	Firefighters' Pension	300.00		300.00
80	Sewer	586.45	9,899.12	10,485.57
90	Debt Service			0.00
91	SSA 4A Debt Service			0.00
93	SAA 269			0.00
94	SAA 270			0.00
		<u>158,142.17</u>	<u>373,228.13</u>	<u>531,370.30</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

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Trustee

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Trustee

41-4

**CURRENT BUSINESS**

**VILLAGE OF LA GRANGE**  
**Finance Department**

**BOARD REPORT**

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

**FROM:** Robert J. Pilipiszyn, Village Manager,  
Lou Cipparrone, Finance Director

**DATE:** June 21, 2012

**RE:** **BUDGET AMENDMENTS FY 2012-13**

---

On April 9, the Village Board tabled the adoption of the FY 2012-13 Five-Year Operating and Capital Improvement Budget because it included a 1% increase in the municipal utility tax for gas and electricity with an effective date of July 1, 2012. The Village Board was concerned about the cumulative effect that this tax increase, coupled with the property tax levy adopted in December, 2011 and the series of annual water rate increases set to become effective May 1, 2012, would have on Village residents who are already financially challenged by current economic conditions. Stated simply, the Village Board was concerned about the cost of Village government and its impact on Village residents.

On April 23, the Village Board approved a budget for FY 2012-13, which postponed the utility tax increase to FY 2013-14. The budget was conditionally approved on the expectation that a continued budget discussion would be convened in the near future to further examine and reduce operational expenditures. At that time, President Asperger asked the trustees to submit their individual thoughts in advance of the workshop, as to what expenditures, programs or services should be cut, so that they could be evaluated for consideration by the Village Board as a whole.

On June 11, the Village Board continued their discussion of the FY 2012-13 Village budget. There was considerable discussion regarding fiscal objectives, potential expenditure reductions and revenue enhancements. At the conclusion of the discussion, it was the consensus of the Village Board to approve budget adjustments/expenditure reductions for FY 2012-13, as recommended by staff, which includes the following:

1. Eliminate Residential Street Sign Replacement Program \$100,000
2. Eliminate annual contributions for administrative vehicles for Admin and Comm Dvlpmet and decrease contributions from all other operating departments due to extending useful life of all other vehicles and equipment by one year, including squad cars from 2 to 3 years \$ 53,276
3. Transfer ERF reserve allocated for Administration vehicle back to General Fund. \$ 25,000

5-A

4. Increase Police Department Equipment-Maintenance budget due to delayed purchase of squad cars. (\$ 15,000)

Total General Fund Budget Amendments \$163,278

The budget adjustments listed above result in a projected surplus of \$32,000 for the General Fund in FY 2012-13 and a surplus of \$25,000 in FY 2013-14. The revised budget document will also reflect the postponement of the utility tax increase to FY 2014-15. With these changes, a general direction to staff to continue to refine/reduce expenses with the next budget development cycle, and the beginning of signs of stabilization of Village finances as a result of the cost containment plan, it may be possible to further defer the utility tax increase.

By approving the revisions to the FY 2012-13 General Fund budget, corresponding/offsetting amendments are also required in the Capital Projects and ERF Funds to reflect these expenditure reductions. In addition, budget amendments are included for the Water, Parking and Sewer Funds to reduce the annual transfer/contribution to the ERF Fund due to extending the useful life of equipment and vehicles for one year within the Enterprise Funds. Attached is a resolution and budget adjustment request forms which formally incorporate the amendments into the FY 2012-13 Operating and Capital Improvements Budget.

Per Village policy, revisions of the annual budget that alter the total expenditures of any fund may be approved by a two-thirds vote of the Village Board. If the Village Board approves the budget adjustments as submitted, the FY 2012-13 Village budget will be updated to incorporate the various adjustments to revenue and expenditure line items within the operating departments in the General, Capital Projects, ERF, Water, Parking and Sewer Funds. The revised budget document will be posted to the Village website along with an executive summary of the budget amendments. Revised budgets will also be distributed to all Village operating departments. The revised budget will also be on file at the La Grange Library and available at Village Hall upon request.

Staff recommends that the attached resolution amending the FY 2012-13 operating and capital improvements budget be approved.

5-A.1

VILLAGE OF LAGRANGE

A RESOLUTION AMENDING 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 2012-13 Operating and Capital Improvements Budget  
Amendments as set forth in the document as attached hereto and made a part  
here of.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2012, pursuant to a roll call vote as follows:

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

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

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

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2012

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

ATTEST:

\_\_\_\_\_  
Thomas Morsch, Village Clerk

5-A.2

**BUDGET AMENDMENT/TRANSFER REQUEST FORM**  
**FY 2012-13**

Pursuant to Village policy, an amendment to the annual budget that alters the total expenditures of any fund and/or is in excess of \$10,000 may be approved by a two-thirds vote of the Village Board. No amendment of the budget shall be made increasing the budget in the event revenues or reserve funds are not available to effectuate the purpose of the revision.

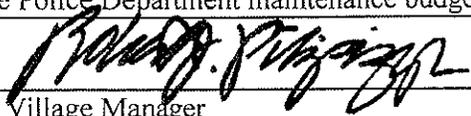
Transfer Funds From:

1)	<u>01-19-69-6940</u>	<u>General Ledger - Transfer to Capital Projects</u>	<u>\$100,000</u>
	Account Number	Dept / Description	Amount
2)	<u>01-02-66-6660</u>	<u>Admin - Equipment Reserve (ERF)</u>	<u>\$2,250</u>
	<u>01-06-66-6660</u>	<u>Community Development - Equipment Reserve (ERF)</u>	<u>\$5,940</u>
	<u>01-03-66-6660</u>	<u>Finance - Equipment Reserve (ERF)</u>	<u>\$401</u>
	<u>01-07-66-6660</u>	<u>Police - Equipment Reserve (ERF)</u>	<u>\$25,683</u>
	<u>01-09-66-6660</u>	<u>Fire - Equipment Reserve (ERF)</u>	<u>\$7,488</u>
	<u>01-11-66-6660</u>	<u>DPW - Equipment Reserve (ERF)</u>	<u>\$11,516</u>
3)	<u>01-00-59-5960</u>	<u>Transfer From ERF Fund</u>	<u>\$25,000</u>

Transfer Funds To:

1, 2, 3, 4)	<u>01-00-40-4000</u>	<u>Fund Balance / Reserve</u>	<u>\$163,278</u>
	Account Number	Dept / Description	Amount
4)	<u>01-07-62-6220</u>	<u>Police - Equipment Maintenance</u>	<u>\$15,000</u>

- Purpose: 1) Reduce transfer to Capital Projects Fund due to elimination of Residential Sign Replacement Program  
2) Eliminate annual contributions to ERF Fund for administrative vehicles (Admin & Comm Development) and decrease contributions to ERF from other operating departments due to extending useful life by one additional year for all other vehicles and equipment, including squad cars.  
3) Transfer ERF reserve for Administration vehicle back to General Fund due to no replacement.  
4) Increase Police Department maintenance budget due to delayed purchase of squad cars.

Recommended By:  06-21-12  
 Village Manager Date

Village Board Approved: \_\_\_\_\_ Date \_\_\_\_\_  
 Recorded By \_\_\_\_\_ Date \_\_\_\_\_  
 Finance Dept.

5-A.3

**BUDGET AMENDMENT/TRANSFER REQUEST FORM**  
**FY 2012-13**

Pursuant to Village policy, an amendment to the annual budget that alters the total expenditures of any fund and/or is in excess of \$10,000 may be approved by a two-thirds vote of the Village Board. No amendment of the budget shall be made increasing the budget in the event revenues or reserve funds are not available to effectuate the purpose of the revision.

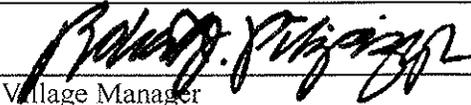
Transfer Funds From:

1)	<u>40-00-66-6603</u> Account Number	<u>Capital Projects - Residential Street Sign Repl Program</u> Fund / Description	<u>\$100,000</u> Amount
2)	<u>60-00-59-5902</u> <u>60-00-59-5906</u>	<u>ERF - Charges for Services Administration</u> <u>ERF - Charges for Services Community Development</u>	<u>\$2,250</u> <u>\$5,940</u>
	<u>60-00-59-5903</u> <u>60-00-59-5907</u>	<u>ERF - Charges for Services Finance</u> <u>ERF - Charges for Services Police</u>	<u>\$401</u> <u>\$25,683</u>
	<u>60-00-59-5909</u> <u>60-00-59-5911</u>	<u>ERF - Charges for Services Fire</u> <u>ERF - Charges for Services Public Works</u>	<u>\$7,488</u> <u>\$11,516</u>
3)	<u>60-00-69-6901</u>	<u>ERF - Transfer to General Fund</u>	<u>\$25,000</u>

Transfer Funds To:

1)	<u>40-00-59-5919</u> Account Number	<u>Capital Projects - Transfer From General Fund</u> Fund / Description	<u>\$100,000</u> Amount
2 & 3)	<u>60-00-40-4000</u>	<u>ERF - Fund Balance / Reserve</u>	<u>\$78,278</u>

- Purpose: 1) Reduce transfer from General Fund due to elimination of Residential Sign Replacement Program.  
2) Eliminate annual contributions to ERF Fund for administrative vehicles (Admin & Comm Devlpmnt and decrease contributions to ERF from other operating departments due to extending useful life by one additional year for all other vehicles and equipment, including squad cars.  
3) Transfer allocation in ERF for Administration vehicle back to General Fund due to no replacement.

Recommended By:  06-21-12  
Village Manager Date

Village Board Approved: \_\_\_\_\_ Date \_\_\_\_\_  
Recorded By Finance Dept. \_\_\_\_\_ Date \_\_\_\_\_

5-A.4

**BUDGET AMENDMENT/TRANSFER REQUEST FORM**  
**FY 2012-13**

Pursuant to Village policy, an amendment to the annual budget that alters the total expenditures of any fund and/or is in excess of \$10,000 may be approved by a two-thirds vote of the Village Board. No amendment of the budget shall be made increasing the budget in the event revenues or reserve funds are not available to effectuate the purpose of the revision.

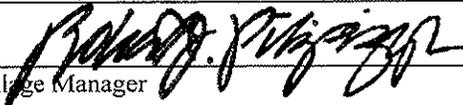
Transfer Funds From:

1)	<u>60-00-40-4000</u>	<u>ERF - Fund Balance / Reserve</u>	<u>\$9,836</u>
	Account Number	Fund / Description	Amount
2)	<u>50-00-66-6660</u>	<u>Water Fund - Equipment Reserve (ERF)</u>	<u>\$3,242</u>
3)	<u>51-00-66-6660</u>	<u>Parking Fund - Equipment Reserve (ERF)</u>	<u>\$2,193</u>
4)	<u>80-00-66-6660</u>	<u>Sewer Fund - Equipment Reserve (ERF)</u>	<u>\$4,401</u>

Transfer Funds To:

1)	<u>60-00-59-5950</u>	<u>ERF - Charges for Services Water Fund</u>	<u>\$3,242</u>
	Account Number	Fund / Description	Amount
1)	<u>60-00-59-5951</u>	<u>ERF - Charges for Services Parking Fund</u>	<u>\$2,193</u>
1)	<u>60-00-59-5980</u>	<u>ERF - Charges for Services Sewer Fund</u>	<u>\$4,401</u>
2)	<u>50-00-40-4000</u>	<u>Water - Fund Balance / Reserve</u>	<u>\$3,242</u>
3)	<u>51-00-40-4000</u>	<u>Parking - Fund Balance / Reserve</u>	<u>\$2,193</u>
4)	<u>80-00-40-4000</u>	<u>Sewer - Fund Balance / Reserve</u>	<u>\$4,401</u>

Purpose: 1) Reduce Charges for Services in ERF from Water, Parking and Sewer Funds.  
2) Reduce annual transfer from Water Fund to ERF by increasing useful life of vehicles and equipment by one additional year.  
3) Reduce annual transfer from Parking Fund to ERF by increasing useful life of vehicles and equipment by one additional year.  
4) Reduce annual transfer from Sewer Fund to ERF by increasing useful life of vehicles and equipment by one additional year.

Recommended By:  06-21-12  
 Village Manager Date

Village Board Approved: \_\_\_\_\_ Date \_\_\_\_\_  
 Recorded By \_\_\_\_\_ Date \_\_\_\_\_  
 Finance Dept.

5-A,5

**MANAGER'S REPORT**

VILLAGE OF LA GRANGE  
Administrative Offices

**EXECUTIVE COMMITTEE REPORT**

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

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

DATE: June 25, 2012

RE: **ELECTRIC AGGREGATION**

---

**BACKGROUND**

At the January 23, 2012 meeting, a staff report was provided to the Village Board regarding electric aggregation, which allows communities to solicit competitive bids from electricity suppliers on behalf of the entire community.

The report focused on the types of aggregation programs (opt-in and opt-out), as well as information from other communities regarding utility bill savings received; costs and administrative time to develop and implement the program; issues raised from the Attorney General / Citizens Utility Board; and alternatives to implementing a program.

After discussion, the Board's reaction to developing a program was mixed. Staff was asked to explore the matter further, particularly as related to the (then upcoming) results of municipal referenda planned for the March 20 primary general election and subsequent updated data that was expected to be received. In addition, staff was directed to promote a program on the website offered by the Metropolitan Mayors Caucus, which offers a competitive rate that is currently 14.17% less than Com Ed (increasing to 28.4% in October) on the supply component of the bill.

In follow up to that discussion, staff presented a proposed schedule at the March budget meeting to provide additional information on this topic to the Village Board. The timeline anticipated providing the information in June, specifically related to the most current margin of savings that residents may anticipate based on bid results and Com Ed rates, as well as up-front costs and staff time. The timeline further anticipated a second Village Board discussion of this matter sometime between July and August in order to provide direction to staff on whether to proceed with the placement of electrical aggregation on the November 6 ballot.

6-A

Therefore, the purpose of this memorandum is to communicate the requested information in a comprehensive format, and receive consensus direction from the Village Board as to how it would like to proceed on this matter.

## OVERVIEW AND ANALYSIS

### Overview

In 2009, the State of Illinois amended the Illinois Power Agency Act with Public Act 96-0176. Termed Community Choice Aggregation (CCA), the amendment deregulates the electric market for residential and small business customers (large industrial and commercial customers already had the authority to seek competitive bids) and provides for the municipal aggregation of electricity. Through the amendment, Com Ed is no longer the only company that supplies electricity in our area, but continues to provide power generated by others through its distribution system.

There are two main components to electricity service: supply (including transmission) and delivery (or distribution). An electricity aggregation program allows municipalities to pool residential and small commercial retail customers (defined as those businesses using less than 15,000 kWh annually – for comparison purposes, the average utilization of a residential home is a little less than 12,000 kWh per year) together to joint purchase electricity, leveraging buying power in an effort to obtain a lower price for the supply and transmission component (approximately 70%) of electricity.

Under aggregation, Com Ed will continue to distribute electricity to consumers through its infrastructure as well as sending out electricity bills and handling service needs. As such, the rates associated with the delivery component of the bill (approximately 30%) are unaffected by changing providers, nor is service reliability.

Briefly, there are two types of municipal aggregation programs, “opt-in” or “opt-out”. An “opt-out” program requires the passage of a referendum as all eligible residents and small businesses are automatically enrolled in the program unless they choose to “opt-out”. Programs that apply only to customers who volunteer to participate in the program, also called “opt-in” programs, do not require a referendum.

Numerous “opt-in” programs have been available to residents for some time ranging generally in savings from 10% to 25%. The greatest cost savings are typically realized through an “opt-out” program as the supplier is bidding on a known level of participation up-front. Depending on several factors (number of customers, percentage of small businesses, green energy, timing of the bid, term of contract, consultant fees, public contribution component, etc.), savings under an “opt-out” program range generally from 15% to 44% depending on the Com Ed rate at the time. As Com Ed’s rates are adjusted annually as regulated by the Illinois Commerce Commission (summer and winter rates), savings will also adjust accordingly throughout the year.

6-A.1

In March, 2012, approximately 170 government entities with Com Ed service passed referendums (joining about 18 entities that had already approved referendums) to provide opt-out electric aggregation programs. The Citizens Utility Board reports that approximately 45 referendums have failed in the Com Ed service area.

### Com Ed Rates

Switching to an alternative power supplier has no impact upon Com Ed as Com Ed currently does not produce power, nor do they earn any income on the power they sell. The Illinois Power Agency (IPA) negotiates power prices on behalf of most residential customers statewide. The power is provided by a group of power companies that generate the power and deliver it to Com Ed. Com Ed enters into contracts with the power companies and passes 100% of those contract costs onto customers.

Rates charged to Com Ed customers are set by the ICC effective June 1 each year to May 30 of the following year. The rates are announced in May of each year. Effective June 1, 2012 through September 2012, Com Ed's price to compare (defined as the Electric Supply Charge plus the Transmission Service Charge) is 6.932 cents per kWh. From October, 2012 through May 2013, Com Ed's price to compare is 8.32 cents per kWh.

Numerous sources believe that Com Ed rates will decrease significantly in June, 2013, possibly below contracted rates with alternate suppliers. The reason provided is that there are existing long-term electricity contracts that will expire throughout the next year. As a result, most aggregate contracts negotiated by municipalities include a rate guarantee that guards against residents paying higher rates than Com Ed's. However this also means that there could be less opportunity to save money with alternative power suppliers in the future.

It should be noted that there is a final component to the electric bill called the Purchased Electricity Adjustment (PEA). The PEA, which can be a credit or debit, is not included in Com Ed's price to compare because its purpose is to "true-up" any difference (over or under) between what Com Ed previously paid to acquire electric supply and what Com Ed previously charged its customers for that electric supply. The PEA is not included when a customer chooses an alternate supplier. The PEA has recently received elevated attention in the media as more and more customers choose alternate providers. Com Ed does not make or lose money on selling electricity, but surplus electricity supply sold back at a lower price than what was paid when purchased must be made up by remaining Com Ed customers. Industry experts predict that after June 2013, there should not only be less energy to sell back into the market, but that the costs will be much lower, rebalancing the PEA. As the PEA changes monthly, using it to compare to any particular offer in time can result in misleading comparisons.

6-A.2

### Municipal Bid Results

As previously noted, there are several variables that factor into the savings customers can receive through aggregation including the Com Ed price to compare as it may fluctuate, type of program; number of customers; number of small business customers; type of energy; consultant fees; contract term; grants or civic contributions back to the municipality (La Grange Park has decided to pursue a civic contribution estimated to cost \$9 - \$10 per household or a total of about \$31,000 or 1 / 1000<sup>th</sup> of a dollar); etc.

While many municipalities have pursued electric aggregation on their own, some municipalities have chosen to band together (there does not have to be geographical connectivity) to purchase electricity.

In our immediate area, Brookfield, Countryside and La Grange Park passed referenda in support of a municipal aggregation program in March, 2012. Brookfield received a bid rate of 4.85 cents per kWh and La Grange Park received a rate of 4.93 cents. Countryside received a bid of 4.75 cents. All of these contracts are generally two year agreements with a rate guarantee if Com Ed's rates drop. Other variables determined by each community impacted the rate received.

Western Springs has opted not to pursue municipal aggregation, and will potentially re-evaluate that decision in June, 2013 after the Com Ed rates are adjusted. Instead, they have advertised the Metropolitan Mayors Caucus program, including sending letters regarding the program to each household in order to promote the program option.

The attached summary of community aggregation results from the Illinois Commerce Commission provides information regarding the rate per kilowatt hour; supplier selected and contract term for various programs. The list includes communities served by Com Ed and Ameren Illinois. Comparisons should only be made to communities served by Com Ed.

### Consultant Selection

Most municipalities have opted to hire a consultant to assist with all or some of the program development and implementation components, due to their technical nature. It is recommended that municipalities hire an experienced consultant with skills necessary to analyze electricity usage data, administer / review the RFP, negotiate with suppliers and recommend a qualified vendor.

Consultant fee structures tend to follow one of two models. Some municipalities receive "free" consulting services whereby the consultant is paid through financial arrangements with the energy suppliers. These arrangements typically include a fee per kWh or fee per customer that is paid to the consultant each year of the contract term. There are no out-of-pocket fees provided to the consultant from the municipality.

6-A.3

Other municipalities have opted to pay the consultant directly through a fixed fee arrangement in order to manage the cost of the program up front (no costs are passed on to residents through the program) and maintain transparency.

Consultant fees vary widely and are based on several contractual variables including length of contract, number of customers, and scope of work. Consultant fees identified range from \$11,000 to \$40,000 (La Grange Park estimates the consultant cost to range from \$11,000 to \$19,000 annually which is built into the rate). There appear to be three or four primary consultants working with municipalities in our area at this time.

Municipalities selecting the first compensation model where fees are built in may experience higher consultant fees than in the past as the likelihood of savings is anticipated to be reduced in May, 2013 (reducing the window of fee recovery for the consultant).

#### Administrative and Legal Costs

Legal costs vary widely as well with municipalities reporting fees of \$1,000 to \$10,000 or more. Recent programs are reporting significantly less legal costs as those from a year ago as there are several model ordinances, plans and contracts available now to review as opposed to creating new documents.

Other costs (approximately \$3,000 - \$10,000) include fees to Com Ed for data required as part of the opt-out plan (some may be reimbursable), required legal notices, and printing / mailing information to households regarding the referendum and public hearings.

Based on conversations with other communities, staff time is estimated to be approximately 50 -100 hours which is dependent to some extent on the consultant's level of service and whether or not the municipality is working alone or with a group. Staff will be heavily involved in the implementation of a public information plan in preparation for the referendum process, and guide the development of the program through the bidding, proposal evaluation, contract award and public hearing phases.

On-going administrative time and expense once the program is operational is also required to administer the contract, respond to public inquiries, advertise the program and develop other required documents (La Grange Park is estimating at least 85 hours of staff time involved to develop the program and likely more hours to maintain the program).

The Attorney General has provided guidance to municipalities regarding concerns raised in regards to the development of some municipal aggregation programs. The concerns include appropriate use of consultants and consultant fee agreements; confidentiality of resident information; procedures to protect financially vulnerable residents; procedures for new residents; and adoption of required plans. As a result of this guidance, administrative staff time and legal oversight will need to be incorporated into the process to ensure compliance.

6-A-4

Finally, several municipalities that have recently implemented aggregation programs have noted an alarming number of “scams” whereby firms not selected for the program are soliciting residents to lock in contracts, in some cases even posing as the municipally contracted vendor. Additional staff time has been reported in order to provide public service announcements and handle public inquiries as a result.

### Green Energy

Currently, Com Ed does not provide a “green” energy option, but several alternative providers offer green energy plans. The plans are typically higher priced as compared to “brown” energy. As a part of a green energy plan, the company will pledge to buy “renewable energy certificates” or REC’s, from a company that produces alternative energy, such as wind power. Customers in La Grange therefore may not specifically receive energy generated at a wind farm for example, but the credits provide that renewable energy will be delivered within the electric system that is equal to the amount consumed.

Some communities have opted to pursue only a green energy option, while others have included green energy as an alternate in the bid process in order to compare the costs before making a decision of whether to offer only green energy (La Grange Park has opted to purchase 50% renewable energy which increased the bid price by approximately four 100ths of a cent).

### Process and Timeline

In order for the Village to create an “opt-out” municipal aggregation program, a binding referendum must be approved by a majority of the voters. The referendum will ask the question of whether the Village shall have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such a program (or are otherwise ineligible).

A resolution must be adopted by the Village Board by August 20, 2012 and it must be certified to the Cook County Clerk’s Office by August 30, 2012 in order to place the referendum on the ballot for the November 6<sup>th</sup> general election.

If a resolution is adopted, the Village will make information about the referendum, process and timeline available to the public. If the referendum passes, the Village will be required to draft a Plan of Operation and Governance for the program. The Plan outlines the electric aggregation process and required procedures.

Two separate public hearings must also be posted in a local paper and held to allow residents and small businesses to ask questions regarding the program.

6-A.5

Once the public hearings are concluded, the Village will adopt an ordinance approving an Electric Aggregation Plan of Operation and Governance and then can begin the process of soliciting competitive bids under the program.

Upon selection of an energy supplier, all eligible residents and small businesses will be automatically enrolled in the program unless they “opt-out”. Before the aggregation program begins, eligible residents that are currently with Com Ed would receive notice regarding how to “opt-out” of the program if they so choose.

Residents that have already selected another supplier and want to continue to keep their current supplier can do so. Some municipalities have negotiated terms that allow residents under certain programs offered by the contracted vendor to switch to the newly aggregated program without occurring cancellation or other fees. Some customers that are on all-electric service, or currently receive assistance through low income programs are typically not included in the initial eligibility list for an opt-out program.

Attached is a timeline that more succinctly summarizes the relevant process related dates and requirements. The entire process takes approximately six months to implement.

#### Clean Air Counts Program

At the direction of the Village Board in January, we have advertised the Clean Air Counts Program offered by the Metropolitan Mayors Caucus on the Village’s website. Approximately ten La Grange customers have signed up for the program to date. The current savings is about 14.17% compared to Com Ed rates until the end of September. The savings will increase to 28.5% in October and remain until May, 2013.

One option available to the Village is to more aggressively market this program to residents in order to allow more residents to begin to save immediately. The program is focused on improving air quality in communities, and one way to do so is to use less energy. Four free CFL light bulbs are provided to participants in the program in order to incent less energy use and to help customers save additional money. Four additional free CFL light bulbs are provided to area food pantries.

The Mayors Caucus believes that the current opt-in program available is a strong alternative to municipal aggregation programs because savings can begin immediately as opposed to residents waiting for a program to be finalized, and there are no additional costs incurred by the municipality or residents to establish the program.

For example, a household using 1,000 kWh per month and selecting the Mayors Caucus program in July, 2012, would save approximately \$219 as compared to Com Ed rates over an 11 month period (until the end of May, 2013 when Com Ed rates are expected to decrease significantly – the Mayors Caucus contract also expires in June, 2013).

6-A.6

Assuming that a Village program would not be established until March 1, 2013, and the Village received savings equal to the best aggregated price received so far (0.04056), residents using 1,000 kWh per month would have 3 months of savings until the end of May, 2013 resulting in an approximate dollar savings value of \$128.

	<u>Caucus</u>	<u>Com Ed</u>	<u>Difference</u>	<u>kWh</u>	<u>Savings</u>
3 months-summer (July – September)	0.05950	0.06932	\$0.00982	3,000	\$29.46
8 months – winter (October – May)	0.05950	0.0832	\$0.0237	8,000	\$189.60 \$219.06
	<u>Aggregation</u>	<u>Com Ed</u>	<u>Difference</u>	<u>kWh</u>	<u>Savings</u>
3 months – winter (March – May)	0.04056	0.0832	0.04264	3,000	\$127.92

There is no time limit within which the Village must go to bid for an electricity services provider after a successful referendum. Therefore, the Village has the option of initiating the referendum process, and if it is successful, waiting until May/June 2013 to decide whether or not to bid the program once Com Ed’s rates are revealed.

PUBLIC INQUIRIES

We have received approximately five inquiries regarding electric aggregation options over the past few months. Most of the contacts were questions regarding options available after reading newspaper articles about other municipal aggregation programs, and some also inquired as to whether or not the Village would be considering an aggregation program in the future.

One caller was strongly opposed to a municipal aggregation program, stating that the role of government is not select a provider as it hinders freedom of choice that is most appropriately dictated by the marketplace.

NEXT STEP

If it is the consensus direction of the Village Board to aggregate electricity through an “opt-out” program, staff will prepare a resolution calling for a public referendum in November for consideration by the Village Board. If so, we are confident that this item will be ready for consideration at your next regular meeting scheduled for Monday, July 9.

6-A.7

Illinois Commerce Commission

527 East Capitol Avenue, Springfield, Illinois, 62701

# Municipal Aggregation

## List of Communities with an Opt-Out Municipal Aggregation Program

The following communities have implemented municipal aggregation programs. This list makes no claim to be complete or accurate. Please inform us of any addition or deletions that should be made. Each community name contains a link to the source of information that caused the community to be on this list. Last updated on June 18, 2012.

Also, [here is a list of communities](#) that passed a referendum to implement opt-out electric aggregation programs.

Community	Status	Service Area	Referendum Date
<a href="#">Addison</a>	Supplier - Integrys Energy Services, Rate 4.59 cents per kWh through June 2013	ComEd	March 2012
<a href="#">Alton</a>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
<a href="#">Amboy</a>	Supplier - FirstEnergy Solutions, Rate - 4.67 cents per kWh through August 2014	ComEd	March 2012
<a href="#">Antioch</a>	Supplier - Integrys Energy Services, Rate - 5.298 cents per kWh through June 2014	ComEd	March 2012
<a href="#">Arlington Heights</a>	Supplier - Integrys Energy Services, Rate - 4.775 cents per kWh through June 2013	ComEd	March 2012
<a href="#">Ashton</a>	Supplier - FirstEnergy Solutions, Rate - 5.18 cents per kWh through July 2015	ComEd	March 2012
<a href="#">Atlanta</a>	Supplier - Integrys Energy Services, Rate - 3.965 cents per kWh through September 2014	Ameren Illinois	March 2012
<a href="#">Aurora</a>	Supplier - FirstEnergy Solutions, Rate - 4.71 cents per kWh through June 2014	ComEd	March 2012

6-A-8

<u>Aviston</u>	Supplier - Homefield Energy, Rate - 4.01 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Bannockburn</u>	Supplier - Constellation Energy, Rate - 4.056 cents per kWh through May 2013	ComEd	March 2012
<u>Barrington</u>	Supplier - MC Squared, Rate - 4.739 cents per kWh through June 2014	ComEd	March 2012
<u>Belvidere</u>	Supplier - FirstEnergy Solutions, Rate - 4.72 cents per kWh through June 2014	ComEd	March 2012
<u>Bethalto</u>	Supplier - Homefield Energy, Rate 3.98 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Big Rock</u>	Supplier - Verde Energy, Rate - 4.525 cents per kWh through June 2014	ComEd	March 2012
<u>Brimfield</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Brookfield</u>	Supplier - FirstEnergy Solutions, Rate - 4.85 cents per kWh through July 2014	ComEd	March 2012
<u>Buffalo Grove</u>	Supplier - Integrys Energy Services, Rate - 4.775 cents per kWh through June 2013	ComEd	March 2012
<u>Canton</u>	Supplier - Integrys Energy Services, Rate - 4.65 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Champaign</u>	Supplier - Integrys Energy Services, Rate - 4.15 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Columbia</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012

6-A.9

<u>Cortland</u>	Supplier - FirstEnergy Solutions, Rate- 4.84 cents per kWh through August 2014	ComEd	March 2012
<u>Countryside</u>	Supplier - FirstEnergy Solutions, Rate - 4.75 cents per kWh through August 2014	ComEd	March 2012
<u>Crest Hill</u>	Supplier - Direct Energy, Rate - 5.89 cents per kWh through September 2013	ComEd	April 2011
<u>Creve Coeur</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Crystal Lake</u>	Supplier - FirstEnergy Solutions, Rate - 4.69 cents per kWh through July 2014	ComEd	March 2012
<u>Deer Creek</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Deerfield</u>	Supplier - MC Squared through May 2015, Rate - 4.836 cents per kWh through May 2013	ComEd	March 2012
<u>DeKalb</u>	Supplier - FirstEnergy Solutions, Rate - 4.64 cents per kWh through July 2014	ComEd	March 2012
<u>Delavan</u>	Supplier - Homefield Energy, Rate - 4.01 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Downers Grove</u>	Supplier - FirstEnergy Solutions, Rate - 4.75 cents per kWh through August 2014	ComEd	March 2012
<u>Dunlap</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Durand</u>	Supplier - FirstEnergy Solutions, Rate- 4.63 cents per kWh through July 2014	ComEd	March 2012

6-A.10

<u>Dwight</u>	Supplier - FirstEnergy Solutions, Rate - 4.69 cents per kWh through July 2014	ComEd	March 2012
<u>East Peoria</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Easton</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Elburn</u>	Supplier - Direct Energy, Rate - 5.99 cents per kWh through October 2012	ComEd	April 2011
<u>Elgin</u>	Supplier - Direct Energy, Rate- 4.915 cents per kWh through August 2014	ComEd	March 2012
<u>Elmhurst</u>	Supplier - MC Squared, Rate - 4.832 cents per kWh through August 2014	ComEd	March 2012
<u>Emden</u>	Supplier - Integrys Energy Services, Rate - 3.965 cents per kWh through September 2014	Ameren Illinois	March 2012
<u>Erie</u>	Supplier - Nordic Energy Services, Rate - 5.471 cents per kWh through September 2014	ComEd	April 2011
<u>Eureka</u>	Supplier - Homefield Energy, Rate 4.01 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Evanston</u>	Supplier - Constellation Energy, Rate - 4.797 cents per kWh through July 2013	ComEd	March 2012
<u>Flossmoor</u>	Supplier - FirstEnergy Solutions, Rate - 4.85 cents per kWh through July 2014	ComEd	March 2012
<u>Forest City</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012

6-A.11

<u>Forest Park</u>	Supplier - FirstEnergy Solution, Rate - 4.68 cents per kWh through August 2014	ComEd	March 2012
<u>Forreston</u>	Supplier - FirstEnergy Solutions, Rate - 4.82 cents per kWh through July 2014	ComEd	March 2012
<u>Fox River Grove</u>	Supplier - Direct Energy, Rate - 5.99 cents per kWh through September 2013	ComEd	April 2011
<u>Freeport</u>	Supplier - FirstEnergy Solutions, Rate - 4.76 cents per kWh through August 2014	ComEd	March 2012
<u>Fulton</u>	Supplier - FirstEnergy Solutions, Rate - 6.23 cents per kWh (residential) through July 2014	ComEd	November 2010
<u>Genoa</u>	Supplier - Direct Energy through July 2014, Rate - 4.169 cents per kWh through June 2013	ComEd	March 2012
<u>Germantown Hills</u>	Supplier - Homefield Energy, Rate - 4.01 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Gilberts</u>	Supplier - FirstEnergy Solutions, Rate - 4.76 cents per kWh through July 2014	ComEd	March 2012
<u>Glen Carbon</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Glencoe</u>	Supplier - MC Squared through May 2015, Rate 4.836 cents per kWh through May 2013	ComEd	March 2012
<u>Glenwood</u>	Supplier - Direct Energy, Rate - 5.99 cents per kWh through September 2013	ComEd	April 2011
<u>Godfrey</u>	Supplier - Homefield Energy, Rate - 3.98 cents per kWh through June 2014	Ameren Illinois	March 2012

6-A.12

<u>Grayslake</u>	Supplier - Integrys, Rate - 5.52 cents per kWh through January 2014	ComEd	April 2011
<u>Gurnee</u>	Supplier - FirstEnergy Solutions, Rate - 4.4 cents per kWh through July 2014	ComEd	March 2012
<u>Hampshire</u>	Supplier - FirstEnergy Solutions, Rate - 4.82 cents per kWh through July 2014	ComEd	March 2012
<u>Hanna City</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Harvard</u>	Supplier - Direct Energy, Rate - 5.99 cents per kWh through September 2013	ComEd	April 2011
<u>Harwood Heights</u>	Supplier - FirstEnergy Solutions, Rate - 4.8 cents per kWh through August 2014	ComEd	March 2012
<u>Havana</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Henry</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Highland Park</u>	Supplier - Mc Squared through May 2015, Rate 4.836 cents per kWh through May 2013	ComEd	March 2012
<u>Hinsdale</u>	Supplier - Nordic Energy Services, Rate - 4.6 cents per kWh through July 2015	ComEd	March 2012
<u>Hoffman Estates</u>	Supplier - FirstEnergy Solutions, Rate - 4.96 cents per kWh through August 2014	ComEd	March 2012
<u>Island Lake</u>	Supplier - FirstEnergy Solutions, Rate - 4.87 cents per kWh through August 2014	ComEd	March 2012

6-A.13

<u>Itasca</u>	Supplier - FirstEnergy Solutions, Rate - 4.58 cents per kWh through July 2014	ComEd	March 2012
<u>Jacksonville</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Justice</u>	Supplier - FirstEnergy Solutions, Rate - 4.87 cents per kWh through August 2014	ComEd	March 2012
<u>Kankakee</u>	Supplier - FirstEnergy Solutions, Rate - 4.4 cents per kWh through August 2014	ComEd	March 2012
<u>Kappa</u>	Supplier - Homefield Energy, Rate - 4.01 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Kilbourne</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Kildeer</u>	Supplier - Constellation Energy, Rate - 4.056 cents per kWh through May 2013	ComEd	March 2012
<u>Kirkland</u>	Supplier - FirstEnergy Solutions, Rate - 4.81 cents per kWh through August 2014	ComEd	March 2012
<u>Lacon</u>	Supplier - Homefield Energy, Rate - 4.01 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Lake Bluff</u>	Supplier - MC Squared through May 2015, Rate - 4.836 cents per kWh through May 2013	ComEd	March 2012
<u>Lake Forest</u>	Supplier - MC Squared through May 2015, Rate - 4.836 cents per kWh through May 2013	ComEd	March 2012
<u>Lake Zurich</u>	Supplier - FirstEnergy Solutions, Rate - 4.75 cents per kWh through July 2014	ComEd	March 2012

6-A.14

<u>Lakewood</u>	Supplier - Direct Energy through July 2014, Rate - 4.169 cents per kWh through July 2013	ComEd	March 2012
<u>Lanark</u>	Supplier - Verde Energy, Rate - 4.625 cents per kWh through June 2014	ComEd	March 2012
<u>LaSalle</u>	Supplier - Homefield Energy, Rate 4.42 cents per kWh through July 2015	Ameren Illinois	March 2012
<u>Libertyville</u>	Supplier - FirstEnergy Solutions, Rate - 4.75 cents per kWh through July 2014	ComEd	March 2012
<u>Lincoln</u>	Supplier - Integrys Energy Services, Rate- 3.965 cents per kWh through September 2014	Ameren Illinois	March 2012
<u>Lincolnshire</u>	Supplier - Integrys Energy Services, Rate - 4.775 cents per kWh through June 2013	ComEd	March 2012
<u>Lincolnwood</u>	Supplier - Integrys, Rate - 5.52 cents per kWh through January 2014	ComEd	April 2011
<u>Lisle</u>	Supplier - FirstEnergy Solutions, Rate - 4.78 cents per kWh through July 2014	ComEd	March 2012
<u>Logan County</u>	Supplier - Integrys Energy Services, Rate - 3.965 cents per kWh through September 2014	Ameren Illinois	March 2012
<u>Lombard</u>	Supplier - FirstEnergy Solutions, Rate - 4.64 cents per kWh through July 2014	ComEd	March 2012
<u>Long Grove</u>	Supplier - Integrys Energy Services, Rate - 4.775 cents per kWh through June 2013	ComEd	March 2012
<u>Machesney Park</u>	Supplier - Direct Energy, Rate - 4.683 cents per kWh through August 2014	ComEd	March 2012

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<u>Mackinaw</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Malta</u>	Supplier - Verde Energy, Rate - 4.525 cents per kWh through June 2014	ComEd	March 2012
<u>Manhattan</u>	Supplier - FirstEnergy Solutions, Rate - 4.58 cents per kWh through July 2014	ComEd	March 2012
<u>Manito</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Maple Park</u>	Supplier - FirstEnergy Solutions, Rate - 4.99 cents per kWh through August 2014	ComEd	March 2012
<u>Marquette Heights</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Marshall County</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014 (Ameren Illinois); Constellation Energy, Rate - 4.79 cents per kWh through August 2014 (ComEd)	Ameren Illinois / ComEd	March 2012
<u>Mason City</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Mason County</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>McLean</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Metamora</u>	Supplier - Homefield Energy, Rate 4.01 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Milledgeville</u>		ComEd	April 2011

6-A.16

	Supplier - FirstEnergy Solutions, Rate - 5.90 cents per kWh through August 2014		
<u>Morris</u>	Supplier - FirstEnergy Solutions, Rate - 5.43 cents per kWh through September 2013	ComEd	April 2011
<u>Morton</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Morton Grove</u>	Supplier - FirstEnergy Solutions, Rate - 4.42 cents per kWh through June 2013	ComEd	March 2012
<u>Mount Morris</u>	Supplier - FirstEnergy Solutions, Rate - 5.88 cents per kWh through May 2014	ComEd	April 2011
<u>Mount Prospect</u>	Supplier - FirstEnergy Solutions, Rate - 4.65 cents per kWh through July 2014	ComEd	March 2012
<u>Mundelein</u>	Supplier - FirstEnergy Solutions, Rate - 4.77 cents per kWh through May 2014	ComEd	March 2012
<u>New Baden</u>	Supplier - Homefield Energy, Rate - 4.01 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>New Lenox</u>	Supplier -Direct Energy, Rate - 5.89 cents per kWh through September 2013	ComEd	April 2011
<u>Norridge</u>	Supplier - FirstEnergy Solutions, Rate 4.84 cents per kWh through August 2014	ComEd	March 2012
<u>North Aurora</u>	Supplier -Integrys, Rate 5.75 cents per kWh (residential) through October 2013	ComEd	April 2011
<u>North Barrington</u>	Supplier - Integrys Energy Services, Rate - 4.795 cents per kWh through July 2013	ComEd	March 2012

6-A.17

<u>North Pekin</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Northbrook</u>	Supplier - MC Squared through May 2015, Rate - 4.836 cents per kWh through May 2013	ComEd	March 2012
<u>Oak Brook</u>	Supplier - Integrys, Rate - 5.52 cents per kWh through December 2013	ComEd	April 2011
<u>Oak Forest</u>	Supplier - FirstEnergy Solutions, Rate - 4.82 cents per kWh through July 2014	ComEd	March 2012
<u>Oak Park</u>	Supplier - Integrys, Rate - 5.78 cents per kWh through December 2013	ComEd	April 2011
<u>Orland Park</u>	Supplier - Nordic Energy Services, Rate - 4.823 cents per kWh through June 2014	ComEd	March 2012
<u>Oswego</u>	Supplier - FirstEnergy Solutions, Rate - 4.75 cents per kWh through July 2014	ComEd	March 2012
<u>Ottawa</u>	Supplier - Integrys, Rate - 4.390 cents per kWh through June 2013	Ameren Illinois	March 2012
<u>Palatine</u>	Supplier - Integrys Energy Services, Rate - 4.775 cents per kWh through June 2013	ComEd	March 2012
<u>Palos Heights</u>	Supplier - FirstEnergy Solutions, Rate - 4.8 cents per kWh through July 2014	ComEd	March 2012
<u>Palos Hills</u>	Supplier - FirstEnergy Solutions, Rate - 4.74 cents per kWh through July 2014	ComEd	March 2012
<u>Park Forest</u>	Supplier - FirstEnergy Solutions, Rate - 4.98 cents per kWh through August 2014	ComEd	March 2012

6-A.18

<u>Park Ridge</u>	Supplier - MC Squared through May 2015, Rate - 4.836 cents per kWh through May 2013	ComEd	March 2012
<u>Pekin</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Peoria</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Peoria County</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Peoria Heights</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Pingree Grove</u>	Supplier - FirstEnergy Solutions, Rate - 4.93 cents per kWh through August 2014	ComEd	March 2012
<u>Plano</u>	Supplier - FirstEnergy Solutions, Rate - 4.81 cents per kWh through August 2014	ComEd	March 2012
<u>Polo</u>	Supplier - FirstEnergy Solutions, Rate - 5.83 cents per kWh through July 2014	ComEd	April 2011
<u>Ringwood</u>	Supplier - Direct Energy through July 2014, Rate - 4.169 cents per kWh through July 2013	ComEd	March 2012
<u>River Grove</u>	Supplier - FirstEnergy Solutions, Rate - 4.91 cents per kWh through June 2014	ComEd	March 2012
<u>Roanoke</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Rolling Meadows</u>	Supplier - FirstEnergy Solutions, Rate - 4.62 cents per kWh through February 2014	ComEd	March 2012

6-A.19

<u>Round Lake Beach</u>	Supplier - FirstEnergy Solutions, Rate - 4.48 cents per kWh through August 2014	ComEd	March 2012
<u>San Jose</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Schiller Park</u>	Supplier - FirstEnergy Solutions, Rate - 4.85 cents per kWh through July 2014	ComEd	March 2012
<u>Seneca</u>	Supplier - Integrys, Rate - 5.2 cents per kWh through June 2013	ComEd	March 2012
<u>Shabbona</u>	Supplier - Verde Energy, Rate - 4.75 cents per kWh through June 2014	ComEd	March 2012
<u>Shannon</u>	Supplier - FirstEnergy Solutions, Rate - 4.86 cents per kWh through August 2014	ComEd	March 2012
<u>Shiloh</u>	Supplier - Homefield Energy, Rate - 4.01 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Skokie</u>	Supplier - MC Squared through May 2015, Rate - 4.836 through May 2013	ComEd	March 2012
<u>South Barrington</u>	Supplier - MC Squared, Rate - 4.425 cents per kWh through August 2014	ComEd	March 2012
<u>South Elgin</u>	Supplier - FirstEnergy Solutions, Rate - 4.74 cents per kWh through July 2014	ComEd	March 2012
<u>South Holland</u>	Supplier - FirstEnergy Solutions, Rate - 4.79 cents per kWh through July 2014	ComEd	March 2012
<u>South Pekin</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012

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<u>Stanford</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Stark County</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Stockton</u>	Supplier - FirstEnergy Solutions, Rate - 4.58 cents per kWh through July 2014	ComEd	March 2012
<u>Sugar Grove</u>	Supplier - Direct Energy, Rate - 5.99 cents per kWh through September 2013	ComEd	April 2011
<u>Sycamore</u>	Supplier - FirstEnergy Solutions, Rate - 4.81 cents per kWh through August 2014	ComEd	March 2012
<u>Tampico</u>	Supplier - FirstEnergy Solutions, Rate - 4.91 cents per kWh through July 2014	ComEd	March 2012
<u>Tazewell County</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Thornton</u>	Supplier - FirstEnergy Solutions, Rate - 4.78 cents per kWh through August 2014	ComEd	March 2012
<u>Tinley Park</u>	Supplier - FirstEnergy Solutions, Rate - 4.74 cents per kWh through July 2014	ComEd	March 2012
<u>Toluca</u>	Supplier - Constellation Energy, Rate - 4.79 cents per kWh through August 2014	Ameren Illinois	March 2012
<u>Topeka</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Trenton</u>	Supplier - Homefield Energy, Rate - 4.01 cents per kWh through June 2014	Ameren Illinois	March 2012

6-A.21

<u>Urbana</u>	Supplier - Homefield Energy, Rate - 4.055 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Vernon Hills</u>	Supplier - Integrys Energy Services, Rate 4.775 cents per kWh through June 2013	ComEd	March 2012
<u>Walnut</u>	Supplier - FirstEnergy Solutions, Rate - 4.84 cents per kWh through July 2014	ComEd	March 2012
<u>Warren</u>	Supplier - FirstEnergy Solutions, Rate - 4.95 cents per kWh through August 2014	ComEd	March 2012
<u>Warrenville</u>	Supplier - FirstEnergy Solutions, Rate - 4.86 cents per kWh through August 2014	ComEd	March 2012
<u>Washburn</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Washington</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Waterman</u>	Supplier - FirstEnergy Solutions, Rate - 4.98 cents per kWh through August 2014	ComEd	March 2012
<u>West Dundee</u>	Supplier - FirstEnergy Solutions, Rate - 4.9 cents per kWh though August 2014	ComEd	March 2012
<u>West Peoria</u>	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
<u>Westmont</u>	Supplier - FirstEnergy Solutions, Rate - 4.75 cents per kWh through August 2014	ComEd	March 2012
<u>Wheeling</u>	Supplier - Integrys Energy Services, Rate - 4.775 cents per kWh through June 2013	ComEd	March 2012

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<u>Winnebago</u>	Supplier - FirstEnergy Solutions, Rate - 4.91 cents per kWh through August 2014	ComEd	March 2012
<u>Winslow</u>	Supplier - FirstEnergy Solutions, Rate - 4.78 cents per kWh through July 2014	ComEd	March 2012
<u>Wood Dale</u>	Supplier - FirstEnergy Solutions, Rate - 5.92 cents per kWh through July 2014	ComEd	April 2011
<u>Woodstock</u>	Supplier - Direct Energy, Rate - 4.169 cents per kWh through July 2013	ComEd	March 2012
<u>Yorkville</u>	Supplier - FirstEnergy Solutions, Rate - 4.76 cents per kWh through August 2014	ComEd	March 2012

6-A.23

**ELECTRIC AGGREGATION TIMELINE  
NOVEMBER 2012 ELECTION**

<u>DATE</u>	<u>ACTIVITY</u>
April – August 2012	Municipal authority reviews aggregation issue and decides whether to pursue aggregation. Municipality selects consultant, attorney or other facilitator to assist with aggregation process.
August 20, 2012	Last day for local governing boards to adopt a resolution or ordinance to allow binding public questions to appear on the November 6, 2012 ballot.
August 30, 2012	Last day for circuit court clerk and the local election official to certify any binding public question or advisory referendum to the election authority having jurisdiction over the political subdivision.
November 6, 2012	Election day.
November – December 2012	Municipality, with assistance from its selected consultant and the Illinois Power Agency, shall develop a Plan of Operation and Governance.
November – December 2012	Municipality shall adopt a Plan of Operation and Governance.
December 2012 – January 2013	Municipality solicits bids for electricity and other services.
December 2012 – January 2013	Upon request from Municipality, ComEd must submit, in electronic format, those names and addresses of residential and small commercial retail customers in the aggregate area that are reflected in the electric utility's records at the time of the request.
January – February 2013	Municipality selects winning bid for electricity and other services.
January – February 2013	Municipality shall inform residential and small commercial retail customers in advance that they have the right to opt-out of the aggregation program without penalty.

6-A.24

**EXECUTIVE SESSION**

VILLAGE OF LA GRANGE  
Administrative Offices

**BOARD REPORT**

TO: Village Clerk, Board of Trustees and  
Village Attorney

FROM: Elizabeth M. Asperger, Village President

DATE: June 25, 2012

RE: **CLOSED SESSION — MATTERS RELATED TO COLLECTIVE  
BARGAINING**

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We are planning to have the Village Board meet in closed session during the June 25 meeting to discuss matters related to collective negotiating between the Village and its employees.

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