

**VILLAGE OF LA GRANGE  
VILLAGE BOARD MEETING  
MONDAY, OCTOBER 27, 2014**

**7:30 p.m.**

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

**Thomas E. Livingston  
Village President**

**John Burns  
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, October 27, 2014 – 7:30 p.m.

1. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE
  - Trustee Holder*
  - Trustee Kuchler*
  - Trustee Langan*
  - Trustee McCarty*
  - Trustee Nowak*
  - Trustee Palermo*
  - President Livingston*
  
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
  - After the Village Clerk has announced the items included on the Omnibus Agenda and under Current Business, members of the public will have the opportunity to speak about any matter that is listed on this Agenda.*
  
4. OMNIBUS AGENDA AND VOTE
  - Matters on the Omnibus Agenda will be considered by a single motion and vote because they already have been considered fully by the Board at a previous meeting, or have been determined to be of a routine nature. Any member of the Board of Trustees may request that an item be moved from the Omnibus Agenda to Current Business for separate consideration.*
  
  - A. Resolution – Ratification of Collective Bargaining Agreement Between the Village of La Grange and the Illinois Fraternal Order of Police Labor Council (Police Officers)
  
  - B. Award of Contract – Boiler Replacement – Police Station
  
  - C. Material Purchase – Public Works / FY 2014-15 Tree Planting Program
    - Resolution – Public Works / Suburban Tree Consortium
  
  - D. Award of Contract – Installation of Holiday Lights

- E. Minutes of the Village of La Grange Board of Trustees Regular Meeting, Monday, October 13, 2014
- F. Consolidated Voucher 141027

5. CURRENT BUSINESS

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

- A. Ordinance – Zoning and Design Approvals for Proposed Development of Former YMCA Property with Apartment and Retail Buildings, Ogden Avenue at La Grange Road, Opus Development Company, LLC: *Referred to Trustee McCarty*

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. Pension Workshop

7. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA

*This is an opportunity for members of the audience to speak about Village related matters that are not listed on this Agenda.*

8. EXECUTIVE SESSION

*The Board of Trustees may decide, by a roll call vote, to convene in executive session if there are matters to discuss confidentially, in accordance with the Open Meetings Act.*

9. TRUSTEE COMMENTS

*The Board of Trustees may wish to comment on any matters.*

10. ADJOURNMENT

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

**OMNIBUS VOTE**

VILLAGE OF LA GRANGE  
Administrative Offices

**BOARD REPORT**

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

FROM: Robert J. Pilipiszyn, Village Manager  
Andrianna Peterson, Assistant Village Manager  
Michael Holub, Police Chief

DATE: October 27, 2014

RE: **RESOLUTION – RATIFICATION OF COLLECTIVE BARGAINING  
AGREEMENT BETWEEN THE VILLAGE OF LA GRANGE AND THE  
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL  
(PATROL OFFICERS)**

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The Illinois Fraternal Order of Police Labor Council (IFOP) represents 19 Police Officers below the rank of Sergeant within the Village's Police Department. The current collective bargaining agreement between the Village of La Grange and the IFOP expired on April 30, 2014.

Attached for your consideration is a new three-year collective bargaining agreement between the IFOP and the Village of La Grange. This new contract represents a negotiated settlement between the parties without interest arbitration.

The following is a summary of key economic and non-economic items negotiated in the attached contract. The only changes to the current contract involve wages; squad leader / investigator stipend; and administrative matters as follows:

1. **WAGES**

Base salaries for members of the bargaining unit will be increased as follows:

Effective May 1, 2014	–	2.00% general wage adjustment (retroactive)
Effective May 1, 2015	–	2.25% general wage adjustment
Effective May 1, 2016	–	2.25% general wage adjustment

The amount of these general salary increases is consistent with our cost containment plan.

2. Squad Leader / Investigator Stipend

Police Officers assigned to the position of Squad Leader or Investigator currently receive a \$100 stipend per month above their normal salary to perform those duties. In recognition of increased duties, the stipend will be increased from \$100 per month to \$125 per month beginning at the time of contract ratification.

3. Administrative Matters

Remaining amendments to the contract involve clarification of the status quo policy for vacation scheduling, employee assistance program and other minor matters.

The tentative agreement was signed by the Union on October 17, 2014. The agreement becomes effective upon ratification by the Village Board. The necessary resolution for approval of the Police Officers Union contract has been prepared and is attached.

We recommend that the resolution be adopted and that the collective bargaining agreement be approved.

**RESOLUTION NO. R-14-\_\_\_\_\_**

**Approval of Police Union  
Collective Bargaining Agreement  
(May 1, 2014 – April 30, 2017)**

**WHEREAS,** the Village of La Grange negotiating team has met with representatives of the Illinois Fraternal Order of Police Labor Council (IFOPLC) to negotiate a new collective bargaining agreement;

**WHEREAS,** the Village of La Grange negotiating team and representatives of the IFOPLC have mutually resolved all of the issues subject to said contract negotiations and agreed to sign a collective bargaining agreement governing those issues for the period beginning May 1, 2014 and ending April 30, 2017;

**NOW, THEREFORE, BE IT RESOLVED** by the Village of La Grange, County of Cook, State of Illinois, that the Village Board authorizes the Village President and Village Manager to sign the Agreement.

**ADOPTED** by the Village Board of Trustees of the VILLAGE OF LA GRANGE, Illinois the \_\_\_\_\_ day of \_\_\_\_\_, 2014, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Thomas E. Livingston, Village President

ATTEST:

\_\_\_\_\_  
John Burns, Village Clerk

4-A.2

AGREEMENT  
BETWEEN  
VILLAGE OF LA GRANGE

and

ILLINOIS FRATERNAL ORDER OF POLICE  
LABOR COUNCIL  
(PATROL OFFICERS)

May 1, 2014 to April 30, 2017

4-A.3

AGREEMENT  
BETWEEN  
VILLAGE OF LA GRANGE  
and  
ILLINOIS FRATERNAL ORDER OF POLICE  
(PATROL OFFICERS)

May 1, 2014 to April 30, 2017

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ARTICLE I

AGREEMENT

This Agreement has been made and entered into by and between the Village of La Grange (hereinafter referred to as the "Village") and Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Union" or "Labor Council") on behalf of its members this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ARTICLE II

PREAMBLE

In order to further promote harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees and to the Village, to promote the quality and continuance of public service, to specify wages, hours and other conditions of employment, and to provide for the prompt, equitable and peaceful resolution of disputes, the parties agree as follows:

ARTICLE III

RECOGNITION

Pursuant to the certification by the Illinois State Labor Relations Board, Case No. S-RC-07-071, the Village hereby recognizes the Illinois Fraternal Order of Police Labor Council as the sole and exclusive bargaining representative for the purpose of collective bargaining on any and all matters related to wages, hours, and other terms and conditions of employment for employees for the following:

Included: All full-time sworn police patrol officers and investigators below the rank of sergeant employed by the Village of LaGrange.

Excluded: All other employees employed by the Village of LaGrange.

The Union shall provide the Police Chief, in writing, with the names of the Executive Board of the Local Union on an annual basis, and within 30 days of any changes in the composition of the Executive Board of the Local Union.

## ARTICLE IV

### MANAGEMENT RIGHTS

The right to manage the Village and to direct the employees and the operations of the Village, subject to the limitations of this Agreement, is exclusively vested in and retained by the Village. Those rights include, but are not limited to, the following:

- to determine its mission, policies, and to set all service standards;
- to plan, direct, control and determine departmental operations;
- to determine the methods, means and number of personnel needed to carry out the department's mission;
- to direct the working force;
- to hire and assign or to transfer employees;
- to make, publish and enforce rules and regulations;
- to introduce new or improved equipment, machinery or processes change or eliminate existing equipment and institute technological changes;
- to subcontract or purchase any and all, materials and supplies; and
- to take reasonable steps to comply with the Americans with Disabilities Act.

## ARTICLE V

### FEDERAL AND STATE LAWS

#### Section 1

The Village shall have the right to take reasonable steps to comply with the Americans with Disabilities Act (ADA). If an employee covered by this Agreement requests a reasonable accommodation pursuant to the Act which has an impact upon another member of the bargaining unit, the Village shall advise the Union of any steps taken to comply with the Act. The Village agrees to discuss, but not negotiate with the Union, the impact of its action.

#### Section 2

The Village reserves the right to re-open the Agreement for the purpose of negotiating the economic impact from the enactment of any Federal or State laws.

## ARTICLE VI

### GRIEVANCE PROCEDURES

#### A. Grievance Procedure

In order to provide an orderly method for handling and disposing of all disputes, misunderstandings, differences or grievances arising between the Village and the Union as to the meaning, interpretation and application of the provisions of this Agreement, not otherwise excluded, including disciplinary grievances raised by the aggrieved employee in accordance with Section B below, the procedures hereinafter set forth shall be followed.

The Union, either on behalf of an individual employee or group of employees, shall have the right to present grievances to the Village. No grievance shall be entertained or processed unless it is filed within ten (10) calendar days after the employee(s) or Union, if presented as a Union grievance, through use of reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance. If a grievance is not appealed within the time limits for appeal set forth in Steps 2, 3 and 4, it shall be deemed withdrawn, provided, however, that the parties may agree by a mutual written agreement to extend any time limit. If the Village fails to provide a response within the time limits provided, the Union may immediately appeal to the next Step. All grievance discussions and investigations shall take place in a manner which does not interfere with Village operations.

Grievances shall be presented as outlined below:

- Step 1      The employee(s), along with a Union representative, must first meet with the Sergeant or Lieutenant in charge of the shift or division within ten (10) calendar days from the date the employee(s) or Union could have reasonably determined that a grievable incident occurred in an attempt to orally and informally resolve the grievance. Said meeting and its outcome will be detailed in a memorandum signed by both parties.
  
- Step 2      If the matter is not resolved, and the Union decides to appeal, the Union must file a written grievance with the Police Chief or his/her designee setting forth the name(s) of the aggrieved employee(s) and the nature of the dispute, including the specific provisions of this Agreement at issue and the remedy sought within ten (10) calendar days of the conclusion of the informal meeting in Step 1. Said grievance must be filed on the appropriate grievance form (incorporated as Appendix A), signed and executed by the grievant(s). The Police Chief or his/her designee shall respond to said grievance in writing within fifteen (15) calendar days from the date said written grievance was filed with the Police Chief.
  
- Step 3      If the matter is not settled in Step 2 and the Union decides to appeal, the Union must file within ten (10) calendar days from the receipt of the

Police Chief's response, as indicated in Step 2, a written appeal to the Village Manager. Within ten (10) calendar days of the receipt of the Union's appeal, the Village Manager or his/her designee shall convene a meeting including, but not limited to, the employee, the Police Chief or his/her designee, and, if the Union desires, the Union President and/or his/her designee to review the grievance and the findings arrived at in Step 2. Said meeting shall be held at a mutually agreeable time with all parties. The Village Manager or his/her designee shall render a written response to all parties involved within twenty (20) calendar days of the meeting date.

Step 4 In the event that the matter is not settled in Step 3, the Union may request that the grievance be submitted for binding arbitration by giving written notice to the Village Manager or his/her designee within twenty (20) calendar days from the date of the Village Manager's or his/her designee's response in Step 3. The parties shall then attempt to agree upon an arbitrator promptly. In the event the parties are unable to agree upon an arbitrator within twenty (20) calendar days after the request for arbitration has been filed, they shall jointly request the Federal Mediation and Conciliation Service to submit a list containing the names of five (5) arbitrators, limited to members of the National Academy of Arbitrators. Either party may strike one list in its entirety. The Union and the Village shall strike names alternately. A coin shall determine which party shall be the first to strike, with the loser striking first. The person whose name remains shall become the arbitrator.

The arbitrator shall be notified of his/her selection by a joint letter from the Village and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Village and the Union representative. The Union and the Village shall each designate one (1) person who together shall act as representatives before the arbitrator. The representatives before the arbitrator shall mutually agree in writing to the specific question(s) to be reviewed by the arbitrator and shall render such advice and assistance to the arbitrator as the arbitrator may request.

The arbitrator may schedule and call such meetings of the representatives to the arbitrator as he/she may deem necessary to adjudicate the dispute. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement.

He/she shall consider and decide only the specific issue(s) submitted to him/her and his/her recommendation shall be based solely upon his/her interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with applicable state or federal laws.

The decision of the arbitrator made in compliance with the foregoing shall be in writing, shall include the reasons for each finding and conclusion, and shall be rendered within thirty (30) days following the date of the last hearing conducted by the arbitrator unless an extension of such period is agreed to by the Village and the Union. The decision of the arbitrator shall be final and binding.

The fees and expenses of the arbitrator shall be divided equally between the Village and the Union. Each party shall be responsible for paying its own representatives, witnesses and costs.

B. Disciplinary Grievances

Discipline including suspensions or terminations of non-probationary employees may be appealed through the grievance procedure as set forth herein. The sole recourse for disputing discipline less than a suspension is the grievance procedure. For suspensions of five days or less, upon receipt of the suspension, the employee, by his or her decision to either file a grievance under the contract or an appeal with the BFPC, irrevocably waives his or her right to pursue his or her grievance/appeal in the other forum. In no event may an employee both file a grievance and appeal to the BFPC for the same suspension.

For suspensions of greater than five days, notice of said disciplinary action shall be provided in writing to the non-probationary employee. The employee shall have five (5) calendar days to elect, irrevocably and in writing whether to accept the discipline, proceed with the BFPC by having charges brought against him or her or to grieve the discipline through the grievance/arbitration procedure. The employee would then have to timely file his or her grievance at step 2 if he or she selects the grievance option. Upon an employee's election to appeal a suspension of more than five days or termination through the grievance procedure, the BFPC is divested of jurisdiction to pursue this disciplinary matter and the Chief shall have the authority to implement the Department's disciplinary decision despite the lack of a BFPC hearing. The employee and the Council shall be deemed to have waived any right to proceed before the BFPC, although they shall have the right to process their grievance through the grievance arbitration procedure. In the event the proposed discipline is termination, the Chief shall have the right to suspend the employee without pay pending a BFPC hearing or, in the event the employee opts to grieve, pending the implementation of the discharge. Such a suspension shall be subject to the elected review process.

The parties agree that the Grievance Procedure in Article VI and the hearing process by the BFPC are mutually exclusive and no relief shall be available under the Grievance Procedure for any action first heard before or appealed to the BFPC. Nothing in this Section, however, shall be construed in such a manner as to make the reprimand, suspension or discharge of a probationary employee the subject of a hearing before the BFPC, or part of the Grievance Procedure.

C. Union Responsibility

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit set forth herein fairly, pursuant to the grievance procedure.

## ARTICLE VII

### UNION ACTIVITIES

#### A. Negotiations

Up to two (2) members of the Negotiating Team who are on duty shall receive straight time pay while attending said meeting between the Village and the Union for purposes of negotiating the terms of an agreement.

#### B. Grievances

Only one (1) grievant attending a grievance meeting or hearing while on duty shall receive straight time pay while attending said meeting or hearing between the Village and the Union.

#### C. Time Off for Union Activities

Local Union representatives, defined as the Executive Board of the Local Union, shall be allowed time off without pay for legitimate Union business such as Union meetings, state or area-wide Union committee meetings, or state or international conventions, subject to the following conditions:

1. Such representative shall give a minimum of fourteen (14) days' notice before the shift change to his/her supervisor of such absence;
2. Such representative shall be allowed such time off only if it does not interfere with the operating needs of the Village; and
3. The employee may utilize any accumulated paid leave time (holiday, compensatory, vacations, etc.) in lieu of taking such without pay.

#### D. Union Bulletin Board

The Village shall permit the Union to have a bulletin board, the size and location of which shall be mutually agreed to by the parties. The board shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature. Any material posted on the bulletin board found to be objectionable to the employer will be communicated to the Union and immediately removed by the Village.

#### E. File Cabinet

The Village will provide the Union with space within the Police Department for one storage cabinet and file cabinet, subject to the location being approved by the Police Chief.

F. Distribution of Union Literature

During the employee's non-working hours, he/she shall be permitted to distribute Union literature to other non-working bargaining unit members. He/she shall be allowed access to general public areas for such purposes.

G. Intimidation or Coercion

Neither the Union, nor its officers, members, representatives or agents will intimidate or coerce employees into joining or continuing their membership in the Union.

ARTICLE VIII

PERSONNEL FILES

The Village personnel files shall be kept, maintained and subject to inspection pursuant to applicable Illinois law, as it may from time to time be amended.

## ARTICLE IX

### CHECKOFF

#### Section 1 - Deductions

The Village agrees to deduct from the pay of those employees who are Union members and have individually requested the following:

##### A. Union Membership Dues

Requests for any of the above shall be made on a form provided by the Union. Upon receipt of the appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted semi-monthly to IFOP, at the address designated in writing by the Union. The Union shall advise the Village of any increase in the fair share deduction in writing at least thirty (30) days prior to its effective date.

#### Section 2 - Fair Share

Employees covered by this Agreement who are not members of the Union or do not make application for membership within thirty (30) days of employment shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process and contract administration. The proportionate fair share payment as certified to be current by the Union (not to exceed the amount of Union dues) shall be deducted by the Village from the earnings of the non-member each pay day. Requests for said deduction shall be made on the attached payroll deduction form. A list of fair share employees by name, Social Security number and the amount shall be furnished to the Union upon request.

#### Section 3 - Withdrawal from Union

A Union member desiring to revoke his/her Union membership may do so upon a thirty (30) day written notice to the Village and the Union. Thereafter, such employee(s) shall pay his/her fair share in accordance with Section 2 of this Article IX.

#### Section 4 - Indemnification

The Union shall indemnify, defend and hold harmless the Village, its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for reasonable legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article.

ARTICLE X

LABOR/MANAGEMENT MEETINGS

For the purpose of maintaining communications between labor and management, and in order to cooperatively discuss and solve problems of mutual concern, the parties may schedule labor management meetings from time to time. The meeting shall be scheduled at a time, place and date mutually agreed upon.

## ARTICLE XI

### HOURS OF WORK AND OVERTIME

#### Section 1 - Application of Article

This Article is intended to establish employees' hours of work and to define and provide the basis for the calculation and payment of overtime. Nothing in this Agreement shall be construed as a guarantee of hours of work or overtime per day, per week, or per pay period. Nothing contained herein shall be construed as preventing the Village from restructuring the normal work day or work period for the purpose of promoting efficiency of governmental operations or from establishing work schedules of employees if that should be determined appropriate by the Village.

#### Section 2 - Normal Work Period

The normal work period for bargaining unit members is twenty-eight (28) days in duration. Work periods begin on Sunday at midnight and end on Saturday, twenty-eight (28) days later, at 11:59 p.m. For purposes of the Federal Fair Labor Standards Act, the first work period for the La Grange Police Department began on Wednesday, June 8, 1994, at midnight. The schedule for each work period shall be established at least fourteen (14) calendar days prior to the beginning of that work period. It is understood and agreed that the schedules may be changed by the department, so long as employees are granted a twenty-four (24) or more hour notice except during an emergency, and for investigators, whose schedules may be changed with less than twenty-four (24) hour notice.

If the Village desires to permanently alter its current workday for shift employees, the Village shall (1) inform the Union of any such change thirty (30) days before it is implemented and (2) if requested, allow the Union opportunity to comment on same through a labor-management meeting in accordance with Article X.

#### Section 3 - Normal Work Day

The normal work day for employees shall include a thirty (30) minute paid lunch period and a paid rest period of fifteen (15) minutes in each half of the shift period, any of which may be interrupted or precluded to attend to Department business, at the discretion of a supervisor. For those individuals whose normal work day exceeds twelve (12) hours, two (2) paid lunch periods may be requested subject to the same restrictions outlined in this Section.

A lunch or rest period which is interrupted or precluded shall be resumed or provided later in the same work day if the work load permits, but in no case shall an employee be entitled to extra compensation for any lunch or rest time not taken.

Lunch and rest periods as described in this Section shall be counted as "Hours Worked" for overtime calculation purposes.

#### Section 4 - Changes in Date and Time

Employees whose normal work day extends from one calendar day into another, or who work overtime from one calendar day into another, shall be considered to be working on the calendar day on which they started work. All changes in time that may be associated with the adjustment to and from daylight savings time shall not alter the normal work shifts and shall be treated as a normal work day.

#### Section 5 - Authority of the Village

It is recognized by the Union that the Village has the right and responsibility to schedule overtime work as required. An employee may not refuse an overtime assignment; the failure of an employee to report for overtime work as assigned or verbally directed by a supervisor is grounds for disciplinary action.

#### Section 6 - Payment of Overtime

Employees shall be paid one and one-half (1-1/2) times their regular hourly rate of pay for all hours worked beyond one hundred sixty (160) which may occur in the twenty-eight (28) day work period to the extent required by the Federal Fair Labor Standards Act. Compensatory time, vacation leave, floating holidays, holidays off, and funeral leave shall be considered as hours worked for the purpose of calculating overtime. All other leaves including, but not limited to, sick leave, other paid or unpaid excused absences from work, administrative leave, or absence due to disciplinary reasons; and holiday pay (other than floating holidays and holidays off) as provided for in Article XIII of this Agreement shall not be considered as hours worked for the purpose of calculating such overtime payments. The salaries set forth in Appendix C reflect straight time pay for the 165 regular hours worked in the 28 day work period (2145 hours annually) and will be used to calculate the hourly rate for the purposes of calculating overtime.

#### Section 7 - Court Time

Those employees working the first shift (typically the shift commencing at 11:00 p.m. or 12 midnight or as otherwise established by the Village) and who are required to appear in court at 9:00 a.m. (or such other time dictated by morning court) shall not be considered to be working until travel time for court commences. When an employee is called for court he/she shall receive a minimum of two (2) hours of work.

#### Section 8 - Travel for Court and Training

When an employee is required to travel to a court or training outside the Village of La Grange and must use his/her own personal vehicle, the employee shall be paid as hours worked for the time spent traveling between the station and the court or training location and back to the station. Furthermore, when a bargaining unit employee is required to travel to court or training outside the Village of La Grange and must use his/her own personal vehicle to report to the court or training location, the employee will be reimbursed pursuant to the mileage rate recognized by the Internal Revenue Service.

## Section 9 - Compensatory Time Allowance

Employees will be provided the opportunity to request to be granted compensatory time, in lieu of overtime payment, up to a maximum cumulative accrual of one hundred twenty-three and three quarters (123.75) hours of compensatory time in a replenishable bank. At no time may an employee's total accrual of compensatory time exceed one hundred twenty-three and three quarters (123.75) hours. Compensatory time accrual will be earned at the applicable rate of pay for each hour selected in lieu of overtime payment. Requests to use compensatory time shall be made in advance to the appropriate supervisor for mutual agreement and approval. At the option of the Village, compensatory time above sixty (60) hours shall be cashed out no more often than once each fiscal year per employee with ninety (90) days notice to the affected employee(s).

ARTICLE XII

DRUG AND ALCOHOL TESTING POLICY

All employees in the bargaining unit shall be subject to the provisions of the Drug and Alcohol Testing Policy which is attached and made part of this Agreement as Appendix B.

ARTICLE XIII

HOLIDAYS

Section 1 - Holidays with Pay

All employees covered under this Agreement shall be allowed the following holiday benefits:

New Year's Day	January 1
Presidents' Day	3rd Monday of February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday of September
Veterans Day	November 11
Thanksgiving Day	4th Thursday of November
Christmas Day	December 25

All employees covered under this Agreement shall observe the holiday on the day stipulated above.

Section 2 - Day Before and After Holiday

Employees scheduled to work on a holiday shall do so. Any employee who has taken an unauthorized absence on the day before or after a holiday will not receive pay for that holiday. Likewise, any employee absent from work due to reasons chargeable to sick leave on the employee's scheduled work day preceding and/or the day following a holiday may be required to present a doctor's verification of eligibility for leave in order to receive regular compensation for the holiday.

Section 3 - Holiday Pay

All employees in the bargaining unit shall be guaranteed nine (9) paid holidays per year on the following basis:

- A. If the employee works a complete shift on a holiday, compensation shall be paid for an additional twelve (12) hours at straight time pay in lieu of a day off.
- B. If a holiday falls on an employee's regularly-scheduled day off, he/she shall be paid for an additional eight (8) hours at straight time pay in lieu of a day off.

It is understood that these straight-time hours are not considered as hours worked for the purpose of calculating overtime.

- C. A member may furnish his/her watch commander (or scheduling supervisor) with a Village "Request for Leave" slip a minimum of four weeks before any scheduled Village holiday. This "Request for Leave" slip shall indicate a member's preference for the holiday to be carried as "Holiday Off" or "Regular Day Off." The watch commander (or

scheduling supervisor) will implement this request whenever shift scheduling and budgetary constraints allow.

- D. Employees whose normal work day extends from one calendar day into another, or who work overtime from one calendar day into another, shall be considered to be working on the calendar day on which they started work for the purpose of determining when holiday pay is applicable.

#### Section 4 - Floating Holidays

All employees in the bargaining unit shall be given, in addition to the nine (9) paid holidays mentioned in Section 1 of this Article, two eight and one-quarter (8.25) hour paid floating holidays (for a total of 16.5 hours per fiscal year).

Floating holiday leave time shall be scheduled and approved by the Police Chief or his/her designee and scheduled in accordance with the Police Department's normal rules of operation. Employees in the bargaining unit may accumulate and carry over a maximum of sixteen and one-half (16.5) hours of floating holiday leave time into the following fiscal year.

#### Section 5 - Additional Holidays

In addition to the above-mentioned holidays, all employees in the bargaining unit shall be granted additional holidays equal to, but not exceeding, those granted to non-unionized Village employees for the day after Thanksgiving, Christmas Eve and New Year's Eve. Compensation shall be in the form of eight (8) hours of compensatory time in lieu of time off. It is understood that employees shall not receive any holiday premium pay for working or not working on these additional holidays.

## ARTICLE XIV

### SENIORITY

#### Section 1

Seniority, for the purpose of vacation accrual, shall be defined as the length of continuous service in full-time Village employment and will continue to accrue during all types of leaves of absence with pay and other leaves specifically provided for in this Agreement. Seniority, as used in this Section, shall accrue during an employee's probationary period.

#### Section 2

Seniority, for the purpose of layoffs and other purposes not defined above, shall be defined as the length of continuous service in full-time Village employment as a sworn Police Officer. Seniority, as used in this Section, shall accrue during an employee's probationary period.

#### Section 3

An employee shall lose his/her status as an employee and his/her seniority if he/she:

- A. resigns;
- B. is terminated; or
- C. retires.

#### Section 4

If two (2) or more employees have the same seniority date as defined above in either Section 1 or Section 2, then the order of seniority shall be determined by:

- A. order on initial hiring list — if both individuals shall have the same position on the hiring list based on score, then seniority shall be determined by:
- B. score in Academy — if both individuals shall have the same Academy score, then seniority shall be determined by:
- C. alphabetically — first letter of last name, first letter of first name, first letter of middle name.

#### Section 5

On or before December 31 of each year, the Village will post on the Union bulletin board a written seniority list setting forth the order of seniority of each member of the bargaining unit for both Section 1 and Section 2. The Village will not be responsible for any errors in the seniority list(s) unless such errors are brought to the attention of the Village, in writing, by the employee, within fourteen (14) days after such posting.

ARTICLE XV

LEAVES OF ABSENCE

The Village grants time off from duties under the following categories of leaves of absence. The Village has designed these categories for the benefit of the employee. All employees covered by this Agreement are expected to use the leaves of absence properly. Any employee covered by this Agreement found abusing leaves of absence privileges will not be paid for said time-off and may be subject to discipline up to and including discharge.

Section 1 - Sick Leave

Sick leave shall only be used for the purpose for which it was intended, that being to provide an employee protection against loss of pay due to illness or disability. Sick Leave shall not be considered a privilege which an employee may use at his discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee, or care for the employee's immediate family as provided for in Subsection 1.11. Sick Leave may not be converted into any other form of compensation, except as provided for in Subsection 1.10.

- 1.1 Accumulation of Sick Leave — Each employee covered by this Agreement shall accumulate sick leave at the rate of eight and one-quarter (8.25) hours for each full month of employment. Sick Leave may be accumulated to a maximum of one thousand seven hundred eighty two (1,782) hours. Accumulated sick leave will be reduced by the number of hours, or fractions thereof, of approved absence due to illness or injury. In addition, employees may accumulate Sick Leave while using Sick Leave for illnesses or disabilities lasting less than one-hundred-eighty (180) calendar days or while off on a work related injury or illness compensable under workers' compensation of up to one (1) year..

Employees covered by this Agreement who begin work on or before the fifteenth (15) day of each month shall earn Sick Leave for the entire month. Employees who begin work after the fifteenth (15th) day of each month will not accrue Sick Leave for that month.

Sick Leave shall not be accumulated during any period an employee covered by this Agreement is laid off, serving a suspension in excess of thirty (30) calendar days or on an unpaid leave of absence unless otherwise required by state or federal law.

- 1.2 Reporting — Notice of absence due to illness or disability shall be given by the employee to the immediate Supervisor as far in advance of starting time for the scheduled work period as is reasonably possible. The Police Chief, at his sole discretion, shall have the authority to establish departmental rules governing notification of an absence prior to the starting time of the work day on the day of the absence. During any period of illness or disability, an employee covered by this Agreement shall contact their immediate Supervisor on a daily basis, unless the employee is directed otherwise by the Police Chief, notifying the Supervisor

of the condition of the employee. Failure to report on a daily basis or as otherwise directed by the Police Chief may result in loss of pay and discipline, up to and including discharge.

An employee covered by this Agreement shall not engage in any other employment during the time he/she has been granted the use of accrued Sick Leave.

1.3 Family and Medical Leave Concurrent with Sick Leave — Time off taken as Sick Leave, which is attributable to a serious health condition for the employee, will run concurrently with Family and Medical Leave and will count towards the twelve (12)-week entitlement described in Section 5 of this Article.

1.4 Medical Certification — When an employee uses accumulated Sick Leave, the Village may require a certificate from a physician to:

- A. Attest to the illness or disability; and/or
- B. Attest that the employee is fit to return to duty.

When an employee is on Sick Leave, the Village retains the right to require an employee to see a physician of the Village's choice, at the Village's expense.

1.5 Abuse of Sick Leave — The Police Chief shall have the sole authority to establish departmental rules governing what constitutes abuse of Sick Leave. A physician's certificate is not always necessary for the Police Chief, or his/her designee to establish abuse. If the Police Chief, or his/her designee has determined that the employee has abused Sick Leave privileges, the employee will not be paid for time taken off under the pretense of illness or disability. Furthermore, the employee will be subject to discipline, up to and including discharge.

Grounds for suspecting abuse of Sick Leave include, but are not limited to, the following circumstances during any day for which Sick Leave is claimed:

- A. Where an employee is engaged in other employment; or
- B. Where an employee is engaged in activity, or being present in a place inconsistent with a claim of illness or disability.

1.6 Becoming Ill During the Work Day — In the event that an employee becomes ill during the work day, the Police Chief or his/her designee may send the employee home for his/her own well-being and the well-being of fellow employees. Time off that day shall be chargeable to the employee's accrued Sick Leave; other accrued leave time if Sick Leave is not available; Family and Medical Leave, if applicable; or as a Leave of Absence Without Pay if no accrued leave time is available.

- 1.7 Use by Probationary Employees — A probationary employee may use accrued Sick Leave upon the completion of ninety (90) days of employment. Promotional probationary employees may use accrued Sick Leave during their probationary period.
- 1.8 Insufficient Sick Leave — If an employee's illness or disability exceeds the amount of accrued Sick Leave, the employee may use accrued Vacation Leave; Compensatory Time; Floating Holiday; Safety Day; Family and Medical Leave, if eligible; or be placed on Leave of Absence Without Pay. Under no circumstances shall Sick Leave be advanced to an employee or donated between employees.
- 1.9 Scheduling Medical and Dental Appointments During Work Hours — Employees are encouraged to avoid scheduling medical and dental appointments during work hours. If such appointments cannot be scheduled outside of the employee's regular work hours, accumulated Sick Leave, or other forms of accumulated leave, may be used subject to the operating needs of the Police Department and prior supervisory approval.
- 1.10 Payment of Unused Sick Leave Upon Retirement — Employees covered by this Agreement shall be paid for one-half (½) of their unused accumulated Sick Leave, up to the maximum accrual of 1,782 hours when they retire from the service of the Village at their regular hourly rate of pay upon retirement. For purposes of this Subsection, retirement shall be defined as completing a minimum of twenty (20) years of continuous service with the Village, or meeting disabled duty eligibility requirements pursuant to state statute.
- 1.11 Use of Sick Leave for Care of Immediate Family — All employees covered by this Agreement may use accrued Sick Leave in the event of a serious illness or disability involving a member of their immediate family. For purposes of this Subsection, the immediate family shall be defined as an employee's son or daughter, spouse, parent, parent-in-law, grandparent or grandchild. Leave may be granted provided one or more of the following circumstances exist:
- A. It is necessary or required that the employee provide health care to that immediate family member.
  - B. It is necessary for the employee to take an immediate family member to a medical facility for care or treatment. This includes being present during and immediately after initial care or treatment.
  - C. Requiring the employee to report to work would cause a serious hardship on the family member.

Each request for leave must state the nature of the illness or disability and shall be considered on a case-by-case basis by the Police Chief or his/her designee. Verification that Sick Leave was used for its intended purpose within this Subsection for any absence, regardless of term, must be furnished by the employee if requested by the Police Chief or his/her designee. Failure to provide

verification shall be grounds for Leave of Absence Without Pay and disciplinary action, up to and including discharge.

The use of Sick Leave to provide health care to a member of the employee's immediate family shall be limited to forty-one and one quarter (41.25) hours each fiscal year.

Time off taken as Sick Leave, which is attributable to a serious health condition of an immediate family member, will run concurrently with Family and Medical Leave and will count towards the twelve (12)-week entitlement described in Section 1.3 of this Article.

### Section 2- Military Leave

All employees covered by this Agreement who participate in military training or service, upon prior advance written notice to their immediate Supervisor, shall be granted a Leave of Absence Without Pay from their positions, or paid leave to the extent required by state and/or federal law. In lieu of a Leave of Absence Without Pay, an employee may elect to use his/her accumulated compensatory time or vacation leave.

An employee who fails to report to work within the time period prescribed by law will be considered Absent Without Leave and is subject to those rules contained in the Village's Personnel Manual.

### Section 3 - Jury Duty Leave

Employees covered by this Agreement must submit a copy of their Jury Duty notice to the Chief of Police or designee immediately upon receipt and shall be granted a Leave of Absence for required Jury Duty. If possible, employees shall have their hours of work adjusted so the Jury Duty will occur while scheduled on duty.

Employees shall forfeit Jury Duty pay to the Finance Department and then shall receive their regular salary for the period of Jury Duty, except that no overtime will be paid for any Jury Duty. Employees may retain payment for mileage, parking and other out-of-pocket expenses reimbursed through the court system. Employees are entitled to retain Jury Duty pay when such duty is served on a regularly-scheduled day off.

### Section 4 - Death in Family Leave

In the event of a death in the family, an employee covered by this agreement shall be eligible for paid Death in Family Leave when approved by the Police Chief or his/her designee in accordance with the following schedule:

- A. Up to twenty-four and three quarter (24.75) hours each fiscal year if said death or place of funeral occurs within 250 miles of La Grange, IL, or
- B. Up to forty-one and one quarter (41.25) hours each fiscal year for a death or place of funeral which occurs over 250 miles from La Grange, IL.

Absence may be extended at the sole discretion of the Police Chief and the Village Manager or his/her designee. The additional leave days will be deducted from the employee's other accrued leave time or Leave of Absence Without Pay. The family shall be defined as the employee's spouse, children, mother, father, grandparents, grandchildren, legal guardian, brothers and sisters, and those of the employee's spouse.

In the event of a death outside of the employee's family as defined above, the employee may use other accrued leave time or Leave of Absence Without Pay, subject to the approval of the Police Chief.

#### Section 5 - Family and Medical Leave

Pursuant to the federal Family and Medical Leave Act of 1993, employees who are covered by this Agreement, who have worked for the Village for at least twelve (12) months and have worked one thousand two-hundred-fifty (1,250) hours over the twelve (12) months preceding the commencement of the requested leave, are eligible for up to twelve (12) weeks total of paid and unpaid leave and paid leave (as provided in this sub-section) per twelve (12) month period (defined as a rolling twelve [12] month period counted backwards each day an employee takes such leave) for child care within the twelve (12) months following the birth or placement for adoption or foster care of a child, or a serious health condition of an employee or immediate family member (as defined below).

An "immediate family member" is an employee's spouse, child or parent. A child is defined as one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child. In addition, a child is further defined as being either under the age of eighteen (18), or eighteen (18) years of age or older but incapable of self-care because of a mental or physical disability.

The Village may require certification from a health care provider for leave based on a serious health condition for either the employee or an immediate family member. Upon return to work from leave for the employee's serious health condition, a fitness for duty certification will be required. The disability portion of Pregnancy Leave is considered a serious health condition for purposes of the Family and Medical Leave Act.

Employees must provide the Village with at least thirty (30) days' notice, if possible, before taking such leave, or notify the Village as soon as practical. The Village may deny the taking of leave until at least 30 days after the employee provides notice, if an employee fails to give 30 days notice for a foreseeable leave with no reasonable excuse for the delay.

An employee is required to use all accrued Vacation Leave, Floating Holiday and Safety Time for child care within the twelve (12) months following the birth or placement for adoption or foster care of a child. An employee may also request the use of up to forty-one and one quarter (41.25) hours of accrued Sick Leave. An employee is required to use all accrued Sick Leave, followed by Vacation Leave, Floating Holiday, and Safety Time for a serious health condition. An employee is required to use all accrued Vacation

Leave, Floating Holiday and Safety Time for the serious health condition of an immediate family member. The Village, at its discretion, may require the use of Sick Leave for the serious health condition of an immediate family member.

Health benefits will be maintained during a Family and Medical Leave under the same conditions as if an employee continued to work. In the event an employee does not return to Village employment after taking leave under this Subsection, the Village may recapture the cost of any health insurance premiums paid by the Village for the employee's benefit during the unpaid portion of the leave. Upon return from a Family and Medical Leave, an employee will generally be re-instated to the same or equivalent position.

ARTICLE XVI

PAID VACATION

Employees covered by this Agreement shall be allowed annual vacation leave with pay for each twelve (12) months of service on the following basis:

After one (1) year	Eighty Two and one-half (82.5) hours
After five (5) years	One hundred twenty three and three quarters (123.75) hours
After twelve (12) years	One hundred sixty five (165) hours
Twenty (20) years and after	Two hundred six and one quarter (206.25) hours

Vacations shall be scheduled per Police Department Policy as may be amended from time to time to meet the operating requirements of the Village and the preference of the employees covered by this Agreement. Ordinarily, each employee covered by this Agreement shall take his/her earned vacation leave on an annual basis, but an employee covered by this Agreement may accumulate vacation leave with pay for a maximum of two hundred six and one quarter (206.25) hours, with the approval of the Village Manager.

If an employee covered by this Agreement begins work prior to the fifteenth (15th) of the month, he/she will receive vacation leave credit for that month. If an employee covered by this Agreement begins work after the fifteenth (15th) of the month, he/she shall not begin to accumulate vacation leave credit until the following month.

## ARTICLE XVII

### WAGES AND OTHER BENEFITS

#### Section 1 - Wages

- A. Effective May 1, 2014, the starting salary for a police patrol officer shall be \$60,539.  
Effective May 1, 2015, the starting salary for a police patrol officer shall be \$61,901  
Effective May 1, 2016 the starting salary for a police patrol officer shall be \$63,294.
- B. Effective May 1, 2014, base salaries for members of the bargaining unit shall be increased by two percent (2.0%) in accordance with Appendix C.
- C. Effective May 1, 2015, base salaries for members of the bargaining unit shall be increased by two and one quarter percent (2.25%) in accordance with Appendix C.
- D. Effective May 1, 2016, base salaries for members of the bargaining unit shall be increased by two and one quarter percent (2.25%) in accordance with Appendix C.
- E. Retroactive pay to be paid on all compensable hours to all bargaining unit employees on the active payroll of the Village on the execution date of the Agreement and to those who have retired or resigned between May 1, 2014 and the execution date of the Agreement (for the applicable time period). (See Side Letter for compensable hours).
- F. The steps on the salary schedule contained in Appendix C Annual Base Salaries for Police Officers are related to merit and performance and not to an employee's years of service. An employee's progression through the steps shall be based upon satisfactorily achieving or exceeding performance standards to be established by the Police Chief. The Village agrees to discuss, but not negotiate with the Union, the standards to be used in evaluating a patrol officer's performance. Any salary adjustments caused by moving from one step to another shall be made on the employee's anniversary date. The Village's determination to delay or deny step movement shall be subject to the grievance procedure.
- G. Beginning at the time of contract ratification, bargaining unit employees assigned to the position of Squad Leader and/or to the Office of Investigations and Youth Services Division shall be paid \$125 per month above their normal salary, except for those officers that may be assigned to duty in the Investigations Division for a period less than one year.

#### Section 2- Group Health Insurance Program

- A. Contribution Towards Premiums — The Village of La Grange will offer a group health insurance program to all employees covered by this Agreement at a level commensurate to that which is afforded non-contract employees. Effective May 1, 2000, the Village will contribute toward the cost of single and family health insurance coverage at the same

rate charged to non-contract employees. Also effective May 1, 2000, the Village reserves the right to change plan deductibles, co-payments and other plan charges to employees covered by this Agreement so long as such changes are no greater than those charged non-contract employees.

Effective May 1, 2000, the Village will contribute toward the cost of life insurance at the same rate which is afforded all other Village employees.

- B. Right to Change Carriers — The Village reserves the right to select and change insurance carriers for employee insurance or otherwise provide for coverage as long as the current level of benefits remains relatively the same as that provided to non-contract employees.
- C. Terms of Policies to Govern — The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies. Any questions or disputes concerning said insurance policies or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the Village, employee or beneficiary of any employee.
- D. Retiree Benefits - The Village shall provide the following benefits: Members of the bargaining unit who qualify for a pension, or are awarded a disability pension, pursuant to Illinois Compiled Statutes, Police Pension Fund, shall be entitled to retain the Village's existing Group Health Insurance Program and Benefits at the group premium rate, to be paid by said retired employee.

It is understood that a retiree who becomes insured for six (6) consecutive months in another employer's group health insurance plan shall be entitled to continue his Village Group Health Insurance for up to said six (6) months. The retiree's Group Health Insurance under the Village's plan shall, however, be terminated after six (6) months from being insured under the new employer's group hospital plan.

In addition, bargaining unit members will be offered the opportunity to participate in a retiree health savings plan under the same terms and conditions as that offered to non-contract employees.

- E. Employee Health Insurance Committee - A member of the bargaining unit shall be appointed to the Employee Health Insurance Committee. In the event that a bargaining unit member in this capacity declines to act as representative, the Police Chief or his/her designee may appoint another representative from the Department.
- F. Flexible Spending Accounts - Bargaining unit members will be offered the opportunity to participate in a flexible spending account plan under the same terms and conditions as that offered to non-contract employees.

## ARTICLE XVIII

### LAYOFF

#### Section 1 - Notice of Layoff

Absent an emergency, when there is an impending layoff with respect to any employee of the bargaining unit, the Village shall inform the Union and the affected employee(s) no later than fourteen (14) days prior to such layoff. The Village shall provide the Union with the names of all bargaining unit employees to be laid off prior to the layoff. Within each job classification, probationary employees shall be laid off first, then employees shall be laid off in accordance with their seniority. The employees with the least amount of seniority in that job classification shall be laid off first.

#### Section 2 - Recall

Any employee who has been laid off shall be recalled on the basis of seniority in that job classification, as provided in this Agreement, prior to any new employees being hired in that job classification. It is understood and agreed that after a twenty-four (24) month layoff period, the employee is no longer subject to recall.

ARTICLE XIX

NO STRIKE OR LOCKOUT

Section 1 - No Strike

During the term of this Agreement, there shall be no strikes, work stoppages or slow downs. No bargaining unit member or representative of the Union shall authorize, institute, instigate, aid or condone any such activities.

Section 2 - Village/Employee Rights

The Village has the right to discipline, up to and including discharge, its employees for violating the provisions of this Article.

Section 3 - No Lockouts

No lockout of employees shall be instituted by the Village or their representatives during the term of this Agreement.

Section 4 - Pickets

In the event others are picketing any facility within the Village of La Grange, the employees agree to cross said picket lines in order to enforce the law or perform their job duties.

ARTICLE XX

DISCIPLINARY ACTION

No post-probationary employee shall be disciplined without just cause. Probationary employees may be disciplined without just cause.

ARTICLE XXI

SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by executive order by the Governor of the State of Illinois, state or federal legislative authority, and/or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXII

MISCELLANEOUS BENEFITS

Section 1 - Uniforms

The Village will provide all probationary patrol officers with a uniform as required by the La Grange Police Department without cost to the employee. In addition, the Village agrees to pay probationary patrol officers up to \$150 for leather and \$125 for body armor.

Upon the successful completion of the patrol officer's probationary period, the employee shall be eligible to receive an annual uniform allowance in the amount stipulated below during the course of each fiscal year, beginning May 1. At the Police Chief's sole discretion, the employee may receive this uniform allowance prior to the successful completion of his/her probationary period.

All non-probationary patrol officers shall be eligible to receive an annual uniform allowance as follows:

<u>Effective Date</u>	<u>Amount</u>
May 1, 2014	\$600
May 1, 2015	\$600
May 1, 2016	\$600

Non-probationary patrol officers assigned to the Investigations Division shall be eligible to receive an annual uniform allowance with one-half available the first six months of the fiscal year and the remaining one-half available the last six months of the fiscal year as follows:

<u>Effective Date</u>	<u>Amount</u>
May 1, 2014	\$700
May 1, 2015	\$700
May 1, 2016	\$700

Any and all purchases are subject to controls imposed by the Police Chief.

At the end of each fiscal year, if a non-probationary patrol officer has not exhausted their uniform allowance by the end of the fiscal year (April 30), the employee shall be permitted to carry-over the remaining balance, up to a maximum of \$200, into the next fiscal year and combine it with the allowance for that year. The Union agrees that this carry-over provision does not relieve the officer from their duty to keep their uniform and equipment in a condition required by departmental policy and acceptable to the Police Chief.

Members of the bargaining unit shall be entitled to receive a lump sum payment (or direct same into a retiree health savings plan if permissible) of the remaining balance of their uniform allowance, including any carry-over from the prior fiscal year, upon retirement. To be eligible for this benefit, retirement shall be defined as completing a minimum of twenty (20) years of

continuous service with the Village, or meeting disabled duty eligibility requirements pursuant to state statute. In addition, the bargaining unit member must work with the Police Chief in selecting a retirement date. By providing as much advance notice as possible, the bargaining unit member will be able to efficiently allocate uniform expenditures, with the approval of the Police Chief, thereby maximizing the balance to be paid out, while at the same time, assisting the Police Chief in identifying the need for a replacement.

The Village, through its Police Chief, agrees to review the request of an employee for the replacement of personal property or Village-issued uniform and/or equipment which is damaged or destroyed in the performance of his/her duties. Any personal property, Village-issued uniform and/or equipment which is repaired or replaced by the Village shall not be deducted from the employee's uniform allowance.

### Section 2 - Body Armor

The Village will provide up to \$125 for the initial purchase of body armor; and in the case of an existing officer who has already purchased a protective vest, a \$125 payment will be provided by the Village for the replacement of that vest after a minimum of five (5) years from the date of purchase. Employees who do not wear said body armor under circumstances required by the Police Chief shall be subject to discipline.

### Section 3 - Tuition Reimbursement

Each year, the Police Chief shall notify bargaining unit members that requests for educational assistance are being received. Employees shall furnish the Police Chief with a memo indicating their interest in attending approved, accredited college courses and continuing education during the next Village fiscal year. Based on the adopted Village budget, all monies budgeted for college tuition reimbursement will be equally divided among all department personnel who indicated intent and successfully completed approved, accredited college work by April 1 of each year.

ARTICLE XXIII

NO PYRAMIDING

Benefits shall not be paid more than once for the same hours under any provisions of this Agreement.

## ARTICLE XXIV

### PHYSICAL FITNESS PROGRAM

#### Section 1 - Physical Fitness Program

In order to maintain efficiency in the Police Department, to protect the public, and to reduce insurance costs and risks, the Village shall, beginning January 1, 2009, establish as its mandatory physical fitness requirements for all employees the State of Illinois Physical Fitness Training Standards. The Standards are attached hereto as Appendix D. Officers are required to make a good-faith effort to meet such fitness standards. Except as provided below, no officer who makes a good faith effort to meet such fitness standards shall be subject to discipline. The Village shall not require an officer who passes the first test (records a score of 90% of the minimum standard for each test component) during a calendar year to submit to the physical fitness standards testing pursuant to this Section again during that calendar year.

Effective January 1, 2010, an officer who fails to record a score of 90 percent of the minimum standards for each test component (the 90 percent score is reflected on the attached standards), shall be subject to the following discipline:

For the first such failure, the officer shall be re-tested after one hundred twenty (120) days or more, at the Village's discretion, and if the employee is successful on such retest, no further testing and no disciplinary action shall be taken by the Village. If the employee fails the retest, it shall be noted as a failure, and the officer shall be given a written reprimand, which shall be the only discipline imposed for an officer's failure to meet the standards, regardless of the number of times the officer fails the test. Said reprimand shall be removed from the officer's personnel file, if the officer meets the standards in the subsequent year. An officer who meets the minimum standards under all components during a calendar year, including the run standard, shall receive \$150.00 to be paid on or before December 31 of the calendar year.

#### Section 2 - Tobacco Use Restrictions

Employees in the bargaining unit hired on or after May 1, 1994, are prohibited from smoking, chewing or using tobacco in any form on duty. Employees who violate this provision shall be subject to discipline and discharge.

ARTICLE XXV

DURATION AND TERMINATION

This Agreement shall be in effect from May 1, 2014, and shall terminate on midnight, April 30, 2017.

This Agreement shall automatically be renewed from year to year thereafter, unless either party shall notify the other in writing not less than ninety (90) calendar days or not more than one hundred twenty (120) calendar days prior to the anniversary date that it desires to modify this Agreement.

In the event such notice is given, negotiations shall begin no later than sixty (60) calendar days prior to the anniversary date; this Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date; however, under no circumstances shall this Agreement be terminated prior to the expiration date hereof of April 30, 2017, or prior to the expiration date of any renewal of this Agreement.

IN WITNESS WHEREOF, the parties have hereto set their hands, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

FOR THE VILLAGE:

\_\_\_\_\_  
Thomas Livingston, Village President

\_\_\_\_\_  
Robert Pilipiszyn, Village Manager

\_\_\_\_\_  
John Burns, Village Clerk

SEAL

FOR THE UNION:

\_\_\_\_\_  
Edgar Herrera, President

\_\_\_\_\_  
Patrick Fulla, Vice-President

\_\_\_\_\_  
Tim Andries, Secretary

\_\_\_\_\_  
Scott Wolf, Treasurer

APPENDIX A  
GRIEVANCE FORM

Employee Name \_\_\_\_\_

Signature \_\_\_\_\_

Supervisor \_\_\_\_\_

TYPE OF GRIEVANCE:

Collective Bargaining Agreement Grievance  Yes  No

Village of La Grange Personnel Code Grievance  Yes  No

GRIEVANCE STATEMENT:

A. Grievance Description:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Collective Bargaining Agreement or Personnel Code Article and Section Reference:

\_\_\_\_\_

C. Remedy Requested

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Received By: Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## APPENDIX B

### DRUG AND ALCOHOL TESTING POLICY

#### **I. INTRODUCTION**

The Village of La Grange has a responsibility to its employees and residents to provide a safe, lawful and productive workplace. Drug and alcohol abuse threaten health, endanger safety, harm productivity and undercut the quality of public services. The goals of this policy are to enhance safety and productivity, encourage employees with drug or alcohol problems to seek help before the problems lead to discipline or discharge, and describe when employees are subject to drug/alcohol testing and discipline for violating this Policy.

This Policy applies to all employees in the bargaining unit. In addition, employees who are required to have a Commercial Driver's License are also subject to the Omnibus Transportation Employee Testing Act of 1991 and the attendant rules promulgated and published by the U.S. Department of Transportation and Federal Highway Administration. These regulations are contained in Section Twelve of this Policy. To the extent that there are any conflicts between these federal regulations and the Village's Drug and Alcohol Testing Policy, the Village reserves the right to impose the more stringent requirements.

#### **II. WORK RULES**

- A. At all times that employees are working, performing assigned duties for the Village, operating Village vehicles or equipment, present on Village premises or at a Village worksite during their work hours, employees are prohibited from:
1. Using, possessing, selling, manufacturing, distributing, buying or dispensing illegal drugs;
  2. Having an illegal drug (or its metabolites) in their system or abusing a prescription drug;
  3. Being under the influence of alcohol, or otherwise unfit to work or drive safely due to the consumption of alcohol; or
  4. Consuming or possessing alcoholic beverages.<sup>1</sup>

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<sup>1</sup> This policy does not prohibit employees from possessing unopened or sealed containers of alcoholic beverages in personal vehicles on Village premises. The privilege to possess alcoholic beverages in such circumstances will be withdrawn with respect to any employees who abuse it or violate this Policy. This Policy also does not prohibit employees from the otherwise lawful off-the-job use or possession of alcoholic beverages.

- B. Compliance with the terms of this Policy and cooperation in the types of testing required by this Policy are conditions of continued employment.
- C. Employees are required to cooperate in inspections by the Village of its premises, equipment and vehicles. Such inspections may, among other times, occur when the Village has reason to suspect that illegal drugs, alcoholic beverages, or illegal drug paraphernalia are present on its premises.
- D. Employees who are convicted of, plead guilty to, or sentenced for, a crime occurring at a Village worksite or on Village premises which involves illegal drugs must notify the Village Manager or his/her designee within five (5) days of the event. Where employees who commit such crimes are directly engaged in or performing work under a state or federal grant or contract, their crimes will be reported to the contracting/granting agency within 10 days of notice to the Village.
- E. Employees who are arrested, indicted, or convicted of off-the-job crimes or serious traffic violations involving illegal drugs or alcohol may be subject to appropriate discipline, depending on applicable law, the nature of their job responsibilities, and any adverse effects on the Village's operations and reputation.

### **III. DEFINITIONS**

***Illegal Drugs*** — means cannabis and all controlled substances under Illinois or federal law which are not being used under the supervision of a licensed health care professional or otherwise in accordance with federal law. The term may include, but is not limited to, marijuana, cocaine, LSD, amphetamines, heroin and PCP.

***Under the Influence of Alcohol*** — means an alcohol concentration of .02% or more, or actions, appearance, speech, or bodily odors which reasonably cause a Supervisor or Department Head to conclude that an employee's ability to work safely or effectively has been impaired by alcohol. (An alcohol concentration of .02% or more shall constitute a "positive test for alcohol.")

***Village Premises*** — means all property leased, managed or owned by the Village including, but not limited to, buildings, offices, facilities, grounds, vacant property, work sites, streets, alleys, rights-of-way and parking lots.

### **IV. SUPERVISORY TRAINING**

The Chief of Police and all Supervisors shall receive appropriate training in the following areas:

- A. The terms of and documentation required by this Policy;
- B. The signs of drug and alcohol use and abuse and the procedures to be followed in selecting employees for testing;

- C. How to refer employees to the EAP; and
- D. How to maintain appropriate confidentiality under this Policy.

The Village Manager, or his/her designee, shall be responsible for such training.

## **V. TYPES OF TESTING**

Employees are subject to drug and/or alcohol testing pursuant to this Policy under the circumstances stipulated below:

- A. Reasonable cause exists to suspect that they are using, possessing, buying, dispensing, manufacturing, or distributing illegal drugs or alcohol, or abusing prescription drugs in violation of this Policy;
- B. Reasonable cause exists to suspect that they have a performance or attendance problem caused by illegal drugs or alcohol or abuse of prescription drugs;
- C. They have caused or contributed to an on-the-job accident resulting in property damage or an injury requiring medical treatment when there is reasonable cause to suspect that the employee was using or ingesting illegal drugs or alcohol, or abusing prescription drugs;
- D. They are subject to follow-up testing because they have tested positive previously, or violated this Policy, or entered into an agreement providing for such testing; or
- E. Laws or government regulations require such testing (e.g., commercial motor vehicle operators).<sup>2</sup>
- F. Random drug and alcohol testing. Each year, at least 25% of the bargaining unit shall be subject to a random alcohol test. In addition, at least 50% of the bargaining unit shall be subject to a random drug test on an annual basis. These tests will be unannounced, spread throughout the year, and all bargaining unit members will have an equal chance of selection.

## **VI. TESTING AND COLLECTION PROCEDURES**

The Village may order an employee to submit to testing under this Policy. Prior to providing a specimen, the employee shall be given a brief, general written statement of the reasons for the test with the exception of random drug and alcohol testing for which no written statement shall be provided. Refusal to submit to and cooperate in such tests may subject the employee to discharge, but the employee's cooperation in testing shall not be construed as a waiver of any objection, grievance or rights. In addition, an employee must be given a reasonable opportunity, not to exceed 30 minutes, at the

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<sup>2</sup> Employees who are subject to testing under such laws or regulations remain subject to this Policy to the extent it is not inconsistent with such laws or regulations.

discretion of the Village, to contact and confer with counsel or a representative, prior to collection. The employee shall be accompanied to the testing site by the Chief of Police or his designee.

With respect to any drug tests conducted under this Policy:

- A. Urine specimens shall be collected by trained personnel at medical facilities chosen by the Village;
- B. Persons providing urine specimens shall be allowed to do so privately unless there is a reason to believe they may be attempting to provide an altered, adulterated, or substituted specimen;
- C. The Village shall use a testing laboratory which is certified by the federal government to do drug testing and which holds all legally-required licenses. The laboratory shall confirm all positive screens using Gas Chromatography/Mass Spectrometry;
- D. Confirmed positive specimens shall be refrigerated and preserved in a sufficient quantity for retesting for a least one year;
- E. Employees who test positive shall have a reasonable opportunity to establish a legitimate medical explanation for, or otherwise rebut or explain, their test results, to the satisfaction of the Village's Medical Review Officer (MRO).
- F. Employees shall be advised, prior to collection, of their right to provide split specimens. If split specimens are collected, employees shall have 72 hours from notice of positive test results to designate another federally-certified laboratory to test the split sample. If an employee chooses, within the specified 72 hours to test the split specimen, such test shall be at the employee's expense. The presence in any concentration of any illegal drug or its metabolite in such retested specimens shall constitute a positive retest.
- G. There shall be a written chain of custody from collection through specimen disposal; and
- H. Absent the prompt submission of acceptable medical documentation that an employee is unable to provide a sufficient urine specimen because of a medical condition, an employee's failure to provide such a specimen shall constitute a refusal to cooperate.

With respect to any alcohol tests conducted under this Policy:

- A. Employees may be required to provide breath or blood specimens at properly-licensed medical facilities chosen by the Village;

- B. Breath tests shall be performed by trained breath-testing operators using devices which conform to National Highway Transportation Safety Administration Standards;
- C. If an initial breath test results in an alcohol concentration of .02% or more, a confirmation breath test shall be performed approximately 15-20 minutes later;
- D. The results of the confirmation test shall be the official test results for purposes of this Policy;
- E. Absent the prompt submission of acceptable medical documentation that an employee is unable to provide a sufficient breath specimen because of a medical condition, an employee's failure to provide such a specimen shall constitute a refusal to cooperate; and
- F. Blood tests shall be performed by a laboratory licensed under the Clinical Laboratories Improvement Act, using a reliable methodology.

Employees shall be provided access to, or copies of, all information and reports received by the Village relating to their specimens and test results.

Employees who are selected for testing will be suspended with pay after the collection process is complete, unless there is an independent reason to suspend them without pay.

**VII. CONSEQUENCES OF TESTING POSITIVE AND POLICY VIOLATIONS**

Employees will be subject to discipline, up to and including discharge in accordance with Village policies and procedures, if they:

- A. Possess, use, sell, manufacture, distribute, buy or dispense illegal drugs or alcoholic beverages, or abuse prescription drugs in violation of this Policy;
- B. Refuse to cooperate in required testing or failed to provide acceptable medical documentation regarding their inability to provide specimens;
- C. Test positive or violate this Policy more than once;
- D. Test positive or violate this Policy during a probationary period; or
- E. Tamper with the collection process.
- F. Report that they have been convicted of, pled guilty to, or been sentenced for a crime involving illegal drugs which occurred at a Village worksite or on Village premises, or who are required to report such crimes to the Village, but fail to do so.

Employees may, at the discretion of the Village, be referred to the EAP for a violation of this Policy.

### **VIII. EMPLOYEE ASSISTANCE**

Employees may, at the discretion of the Village, be referred to an Employee Assistance Program (EAP) for a violation of this Policy. It is the Village's intent to support employees who voluntarily refer themselves for treatment before they become subject to discipline or are selected for testing.

Records relating to an employee's use of the EAP are confidential, although such records may be disclosed:

1. To verify compliance with the terms of mandatory referrals;
2. As permitted by law; and
3. When a legal proceeding against the Village or its agents is initiated by or on behalf of an EAP user which involves such records.

The Village strongly encourages any employee who may be abusing alcohol or drugs to contact the EAP. The Village will take no adverse employment action against an employee because that employee voluntarily contacts or uses the EAP for a drug or alcohol problem (except it may require reassignment with pay to another position if the employee is unfit to perform his/her current assignment). Such contacts and participation in the EAP, however, will not guarantee continued employment or excuse performance problems or misconduct.

Employees may also be referred to the EAP on a mandatory basis. In such cases, continued employment may be conditioned on documented cooperation in a chemical dependency assessment, documented successful completion of all recommended treatment, taking and passing follow-up tests and other appropriate conditions as determined by the Village.

### **IX. CONFIDENTIALITY**

The Village will attempt, to the extent required by law, to maintain the confidentiality of EAP records, positive test results, and information provided to the MRO. Such results and information shall be disclosed within the Village on a "need-to-know" basis. Such results and information shall be disclosed outside the Village only where required by law, pursuant to an arbitration proceeding where required by court order, or the employee directly or indirectly initiates a claim, grievance, or other proceeding against the Village or its agents requiring disclosure of the information.

### **X. NONDISCRIMINATION**

Nothing in this Policy modifies the Village's existing policy of not discriminating against:

- A. Alcohol-dependent persons whose dependency does not constitute a threat to property or safety or prevent them from meeting the Village's normal standards of attendance, performance, and conduct;
- B. Persons with a record of chemical dependency; or
- C. Persons erroneously perceived to be chemically dependent.

The Village will continue to reasonably accommodate alcohol-dependent persons and other qualified persons with disabilities, to the extent required by law. Employees have the option of using accumulated paid leave or leave of absence without pay during treatment.

#### **XI. NO GUARANTEE OF EMPLOYMENT**

Nothing in this Policy is a contract or guarantee of continued employment, or modifies existing at-will relationships between the Village and its employees.

#### **XII. U.S. DEPARTMENT OF TRANSPORTATION REGULATIONS**

Employees who are required to have a Commercial Driver's License are also subject to the Omnibus Transportation Employee Testing Act of 1991 and the attendant regulations promulgated and published by the U.S. Department of Transportation (DOT) and Federal Highway Administration. DOT regulations require the Village to have a policy against alcohol misuse and drug use by drivers of commercial motor vehicles ("CMV"). This Section of the Village's Drug and Alcohol Testing Policy is intended to comply with DOT regulations. To the extent that there are any conflicts between these DOT regulations and the Village's Drug and Alcohol Testing Policy, the Village reserves the right to impose the more stringent requirements.

The Village Manager or his designee can answer questions about the policy. It is effective January 1, 1996, and applies to all drivers of Village CMVs. Compliance with the policy is required. The Village strongly encourages employees who are currently using drugs or misusing alcohol to contact the Employee Assistance Program ("EAP").

#### **DEFINITIONS**

**"Accident"** means an occurrence on a public road involving a CMV that results in a fatality, bodily injury to a person who immediately receives emergency medical treatment away from the accident scene, or damage to a vehicle that requires the vehicle to be towed away from the accident scene. (Even if you believe the accident may not meet this definition, you should immediately tell your direct supervisor about every accident you have.)

**"Alcohol"** means the intoxicating agent in beverage alcohol or any low-weight alcohols such as ethyl, methyl or isopropyl alcohol. The term includes beer, wine, spirits and medications such as cough syrup that contain alcohol.

“**CMV**” means a motor vehicle that has a weight rating of 26,001 pounds or more, is designed to transport 16 or more passengers, including the driver, or is used in the transportation of hazardous materials required to be placarded.

“**Drug**” means marijuana, cocaine, opiates, amphetamines, PCP, prescribed medications, and all controlled substances listed in Schedules I-V of 21 C.F.R. Part 1308.

“**Performing a Safety-Sensitive Function**” means any and all times when drivers of CMVs are actually working or required to be ready to work until the time they are relieved from work and all responsibility for performing work, including all times: driving or remaining ready to drive a CMV; loading or unloading a CMV, assisting or supervising the loading or unloading of a CMV, attending a CMV being loaded or unloaded, or giving or receiving receipts for the loading or unloading of a CMV; waiting to be dispatched, loaded or unloaded; inspecting or servicing a CMV; repairing, obtaining assistance for, or attending a disabled CMV; performing duties after an accident; and, all other duties while in or on a CMV.

“**Refuse to cooperate**” means to obstruct the testing process, to not promptly proceed to a collection site and provide specimens when instructed to do so, to provide an adulterated, altered or substitute urine specimen, or not to sign Step 2 of the DOT Breath Testing form.

“**SAP**” is a substance abuse professional who, if an employee tests positive, will decide whether the employee needs help with a drug or alcohol problem, whether they have properly followed any prescribed program and can return to duty, and when they have to take follow-up tests. The SAP can also help employees with drug-alcohol problems.

“**Test Positive for Alcohol**” means to take an alcohol test that results in an alcohol concentration of .04 or more.

### **TIMES WHEN DRIVERS ARE REQUIRED TO COMPLY WITH THIS POLICY**

DOT rules and regulations require compliance in connection with the performance of safety-sensitive functions as a driver. An employee may be directed to take a random, reasonable suspicion or follow-up alcohol test while performing a safety-sensitive function, or just before and just after performing such a function. An employee may be required to take drug tests and other alcohol tests anytime.

### **PROHIBITIONS**

1. An employee may not report for or remain on duty requiring the performance of a safety sensitive function if they:
  - have an alcohol concentration of .04 or more, or

- are using any drug (unless the use is pursuant to instructions by a physician that it will not adversely affect the employee's ability to safely operate a CMV)<sup>3</sup>

2. An employee may not perform a safety-sensitive function if they are using alcohol or have used alcohol during the prior 4 hours.
3. An employee may not use alcohol for eight (8) hours after an accident involving a Village CMV unless they have taken a post-accident test.
4. An employee may not be on duty or operate a CMV while possessing alcohol, unless the alcohol is manifested and part of a shipment.
5. An employee may not refuse to cooperate in a drug or alcohol test required by this summary or DOT rules.
6. An employee may not use a drug whose container warns that it may cause drowsiness or interfere with the ability to drive safely unless they have previously informed the Village's Medical Review Officer ("MRO").

Drivers of Village CMVs also remain subject to all applicable state and federal motor carrier safety rules and regulations and other Village rules.

### **CIRCUMSTANCES UNDER WHICH DRIVERS ARE SUBJECT TO TESTING**

**Post-accident:** If an employee is in an accident involving a Village CMV that results in a fatality, or is ticketed after an accident that results in bodily injury to a person who immediately receives emergency medical treatment away from the accident scene or damage to a vehicle that requires the vehicle to be towed away from the accident scene, the employee must take an alcohol test within two (2) hours and a drug test within thirty-two (32) hours. The employee must notify their direct supervisor as soon as safely possible after any such accident.

**Random:** Each year, at least 25% of the Village's drivers will have to take random alcohol tests; at least 50% will have to take random drug tests.<sup>4</sup> Those tests will be unannounced, spread throughout the year, and all drivers will have an equal chance of selection.

**Reasonable Suspicion:** If an employee is reasonably suspected by a supervisor of using drugs or alcohol in violation of PROHIBITION Nos. 1, 2, or 3, the employee must take a drug and/or alcohol test.

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<sup>3</sup> Every time an employee is prescribed or given a drug, they should verify with their physician that it will not adversely affect their ability to drive safely and advise their supervisor regarding same.

<sup>4</sup> The Village will adjust these rates to remain consistent with DOT rules and regulations.

**Return to Duty and Follow-up:** If an employee violates PROHIBITIONS 1-5, but are not discharged or are reinstated, the employee must pass a drug and/or alcohol test before they return to duty. The employee will also have to take unannounced follow-up tests for at least one (1) year (and may have to take them for five years).

These tests are MANDATORY.

### **CONSEQUENCES OF POSITIVES AND VIOLATIONS**

1. The first time an employee tests positive or violates the PROHIBITIONS (other than No. 6), they will be immediately removed from the performance of any safety-sensitive functions, advised of available resources for evaluating and resolving drug-alcohol problems, and referred to the SAP. Unless aggravating circumstances are present, the first time an employee tests positive or violates the PROHIBITIONS (other than No. 6), they will also be suspended without pay (pursuant to the Village's independent authority) until they enter into a last-chance agreement with the Village and provide documentation from the SAP that they are cooperating in any and all treatments, evaluations, counselings, and programs, are successfully participating in and/or have completed any and all prescribed rehabilitation programs, and have been approved to return to work.

If the employee refuses to enter into a last-chance agreement; violates a last-chance agreement; fails to provide documentation from the SAP verifying their cooperation and successful participation in and/or completion of any and all treatments, evaluations, counselings, and programs, and that they have been approved to return to work; or **violate the PROHIBITIONS again**, they will be discharged (pursuant to the Village's independent authority).

2. If an employee takes an alcohol test that results in an alcohol concentration of .02 or more, but less than .04, they immediately will be removed from the performance of safety-sensitive functions for at least 24 hours, or the start of the next regular shift (whichever is later). The employee may also be advised of available resources for evaluating and resolving drug-alcohol problems, be referred to the SAP, and/or disciplined, up to and including discharge (pursuant to the Village's independent authority).
3. If an employee violates PROHIBITION No. 6, the Village may exercise its independent authority to discipline the employee appropriately. (The employee may also be subject to reasonable suspicion testing.)
4. If a test is cancelled or invalid, an employee will not be disciplined because of the test results.

### **SUMMARY OF ALCOHOL TESTING PROCEDURES**

1. If an employee is subject to alcohol testing, they will be driven to a Village designated facility where they will have to verify their identity and certify that they have been correctly identified on a DOT Breath Testing Form.

2. The testing will be conducted in a private setting by trained breath alcohol technicians (“BATs”), using DOT-approved evidential breath testing devices (“EBTs”) that display and print test results. The employee may ask the BAT for identification. The EBTs are regularly calibrated.
3. A screening test will be done first. Using a new mouthpiece, the employee will be required to exhale until the BAT tells the employee to stop. The BAT will show the employee the results. The printed results must match the displayed results, or the test is invalid. If the screen test result is less than .02, the employee will have passed the alcohol test.
4. If the result is .02 or greater, the employee will have to take a confirmation test after a waiting period of 15-30 minutes. During that waiting period, for the employee’s own benefit, they should not put anything in their mouth or belch (so that the confirmation test will not measure any alcohol fumes in the employee’s mouth.)
5. Before (and after) the confirmation test, the BAT will run air blank tests to see if the EBT is working correctly. If they do not measure 0.00, the employee will be tested using another EBT or testing will be cancelled.
6. For the confirmation test, the employee will also have to exhale until the BAT tells the employee to stop. The employee will be shown the printed and displayed results. If they do not match, the test will be invalid. The results of the confirmation test, not the screen test, will determine what happens to the employee. A result under .02 means that the employee has passed. If the result is .02 or more, or the employee refuses to cooperate, they are subject to the CONSEQUENCES described above.
7. If the employee fails to provide an adequate breath specimen, the BAT will tell the employee to try again. If the employee still does not provide an adequate specimen, the employee’s failure will be noted on the Breath Testing Form, the employee’s supervisor will be informed, and the employee will be suspended immediately and required to see a doctor, as soon as possible. If the doctor decides it is highly probable a medical condition prevented the employee from providing a specimen, the employee will not be disciplined for refusing to cooperate.

#### **URINE COLLECTION PROCEDURES**

1. If the employee is subject to drug testing, they will have to provide a urine specimen at a Village designated facility. The employee will be driven to the facility and required to verify their identity. The employee’s urine specimen will be collected by a trained collection site person (“CSP”) in accordance with DOT rules, using a DOT Custody & Control form.
2. An employee will be given a collection container and allowed to provide a urine specimen in private unless: they submit a specimen which is abnormally cold or hot, but not consistent with their oral body temperature; they submit an apparently altered or adulterated specimen; their prior specimens have been abnormal or they are taking a test after previously failing a test.

3. If the employee does not provide a large enough specimen (at least 45 ml), the CSP will discard the specimen, tell the employee to drink up to 24 ounces, wait up to four (4) hours (depending on DOT rules), and try again to provide a specimen. If the employee still does not provide an adequate specimen, testing will stop and the employee will be removed from duty, suspended and sent to a doctor. The doctor will decide whether the employee was legitimately unable to provide a specimen or refusing to cooperate.
4. If the employee does provide an adequate specimen, it will be poured into two bottles, which will be sealed and labeled with a unique specimen number in the employee's presence. The employee will then be told to initial them. The employee and the CSP will also fill out portions of a DOT Custody & Control form that identifies the employee, the Village and the employee's specimen. To protect themselves and ensure that their results are correctly attributed to them, the employee should make sure that the entries on the form are accurate.
5. Both specimen bottles will be sent to a federally-certified laboratory for analysis. The bottle that contains the larger amount of urine will be tested. The lab will check the employee's specimen to see if it has been altered, diluted or adulterated. If the employee's specimen is normal, the lab will run a screen test on it. If the screen test is negative, it will report that the employee has passed the drug test. If the screen test is positive, the lab will analyze the specimen using Gas Chromatography/Mass Spectrometry. It will send the results to an MRO.
6. The MRO is a trained doctor the Village has retained to review test results and the chain of custody, and to evaluate any explanation the employee may have for testing positive. The MRO will telephone the employee at the numbers listed on the Custody & Control form. If the employee believes a mistake was made at the collection site or lab, or on the Custody & Control form, or that the lab results are caused by foods or medicines, the employee should **promptly tell** the MRO. The employee should cooperate with the MRO. If the employee does not cooperate, the Village will be notified and the employee may be removed from duty and suspended pursuant to the Village independent authority.
7. If the employee wants a split specimen to be tested by another certified lab at their expense, the employee must tell the MRO within 72 hours of notice of the test results. If that second lab does not find any evidence of the drugs the first lab found or the split specimen cannot be tested, the MRO will cancel the test results (and the employee will not be subject to discipline).
8. After completing the medical review process, the MRO will disclose the employee's test results to the Village Manager or his designee. Employees can obtain a copy of their test results from either the MRO or the Village Manager or his designee.

### **EFFECTS AND DANGERS OF ALCOHOL MISUSE AND DRUG USE**

Alcohol misuse and drug use have a number of serious and harmful effects on health, work and personal life.

Drugs and alcohol can result in such work-related problems as absenteeism and tardiness, lower productivity, missed deadlines, poor work quality, unsafe driving, and increased injuries and accidents.

People misusing alcohol and using illegal drugs may experience a number of behavioral problems. Examples include problems relating to or communicating with co-workers, residents, vendors, etc., refusing to accept directives from supervisors or other authority figures, sudden changes in attitude, mood or work performance, and changes in personal appearance and hygiene. Drugs and alcohol misuse can also result in a myriad of health problems.

Evidence of use can include paraphernalia such as pipes, syringes, foil packets, pills, pill bottles, powders and empty alcohol containers. Physical signs and symptoms of use can include:

- marijuana and alcohol odors
- hangovers
- droopy eyelids, bloodshot eyes, dilated or pinpoint pupils
- nosebleeds, excessive sniffing, chronic sinus problems, nasal sores
- needle tracks or blood spots on shirt sleeves
- tremors, racing or irregular heartbeats
- slowed, slurred or incoherent speech
- coordination problems
- fatigue, lethargy and sleepiness
- depression or anxiety
- neurotic or psychotic behavior
- slow, delayed or erratic decision-making and reactions
- jitters, hand tremors or hyperexcitability
- loss of concentration or memory

### **INTERVENING**

If employees suspect that a co-worker may have a drug or alcohol problem, the Village encourages employees to contact the Village Manager or his designee or the EAP for advice. They have been trained to break down resistance and denial and persuade those who misuse alcohol or drugs to get the help they need. Employees should also consider enlisting the problem driver's friends, family or representatives to help confront the driver.

APPENDIX C

ANNUAL BASE SALARIES FOR  
POLICE PATROL OFFICERS

	Effective on May 1, 2014	Effective on May 1, 2015	Effective on May 1, 2016
Start	60,539	61,901	63,294
After 1 Year	64,235	65,680	67,158
After 2 Years	68,154	69,688	71,256
After 3 Years	72,309	73,936	75,599
After 4 Years	76,718	78,444	80,209
After 5 Years	81,397	83,228	85,101
After 6 Years	86,434	88,379	90,367

APPENDIX D

PHYSICAL FITNESS POLICY

STRENGTH

Hands and arm strength are necessary for an officer to lift or pull heavy objects or for self-defense. Strong legs and feet are needed for walking and running, as well as for support for the entire body. To measure strength, the push-up will be utilized.

The officer is to lower the body from the front leaning position; hands should be placed slightly wider than the shoulders. Fingers should be pointed straight ahead. The officer lowers the body until the officer's chest barely touches the clenched fist of a tester. (The tester's fist is to have the little finger parallel to the floor; the thumb should be curled over the top of the hand. An object of equivalent size may be substituted.) The officer then returns to the front leaning position. The number of consecutive push-ups to be performed for age and gender are detailed below:

	<u>AGE</u>		
	<u>20-29</u>	<u>30-39</u>	<u>40 &amp; Older</u>
Male	30	25	15
Female	15	15	15

ENDURANCE

Bent Knee Sit-Ups will be used to measure an officer's ability to maintain continued exertion over a prolonged period of time. The officer lies back on the floor with the knees bent. The fingers should be laced behind the neck. The officer sits up, then returns to the prone position (knees should be bent at an approximate 45 degree angle). The officer should be able to complete the indicated number of bent knee sit-ups in one minute's time.

	<u>AGE</u>				
	<u>20-29</u>	<u>30-39</u>	<u>40-49</u>	<u>50-59</u>	<u>60-69</u>
Male	34	31	26	20	18
Female	30	24	16	14	14

FLEXIBILITY

It is important that an officer maintain flexibility, especially given the number of hours spent on patrol or doing paperwork. Flexibility will help decrease the chances of lower back injury. The test for flexibility is called the Sit and Reach. The sit and reach is conducted by having the officer sit on a mat. The legs should be extended straight in front of the body, and they are at right angles (perpendicular) to a taped line on a box. The heels are placed on the floor, about eight inches apart. A fifteen inch rule is placed with the 15 inch mark on the edge of the box nearest the officer. The officer slowly reached forward with both hands as far as possible, and holds the position momentarily. His goal is to reach as far as possible without moving the heels and keeping knees straight. The distance of the reach is recorded; the best of three tries is

considered the score used to determine passage of the test. The scores for passing are charted below:

	AGE				
	<u>20-29</u>	<u>30-39</u>	<u>40-49</u>	<u>50-59</u>	<u>60- &amp; Older</u>
Male	16.5	15.5	14.3	12.5	12.0
Female	19.3	18.3	17.3	16.8	15.5

Other tests include a 1.5 mile run. The times for each test are charted below:

1.5 mile run (in minutes)	AGE				
	<u>20-29</u>	<u>30-39</u>	<u>40-49</u>	<u>50-59</u>	<u>60 &amp; Older</u>
Male	14:00	14:45	15:35	17:00	19:00
Female	18:30	19:00	19:30	20:00	20:30

The Institute for Aerobics Research also considers “Standards of Error” in calculating the standards. These standards or error represent statistical deviations from test results. Therefore, the following standards of error will be included in your scores:

1.5 mile run	Subtract 55 second from final score, unless the test was passed at written standard
Sit & Reach	Add ½ inch to final score
Sit-Ups	Add 1 sit-up to final score
Push-ups	No standard of error has been computed

The bench press may be substituted for push-ups.

	AGE				
	<u>20-29</u>	<u>30-39</u>	<u>40-49</u>	<u>50-59</u>	<u>60 &amp; Older</u>
Male	.99	.88	.80	.71	.65
Female	.59	.53	.50	.44	.43

The procedure to substituting the bench press for push-ups is as follows:

- 1) Estimate the weight that the officer will have to press in one try.
- 2) Load and weights to one-half of the required weight.
- 3) The officer is to press the one-half of estimated weight for an easy warm-up.
- 4) Increase the loading of weights in ten (10) pound increments, allowing a press after each increment is added. This allows the officer to warm up in three or four repetitions to prevent muscle injury. When the maximum weight is added, the officer is to lift this weight in one smooth repetition.

September 22, 2014

LETTER OF UNDERSTANDING

Mr. Robert Pilipiszyn, Village Manager  
Village of La Grange  
53 South. La Grange Road  
La Grange, IL 60525

Mr. Kevin Krug  
Fraternal Order of Police  
5600 S. Wolf Road  
Western Springs, Illinois 60558

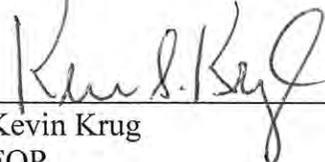
**RE: REIMBURSEMENT UPON VOLUNTARY SEPARATION**

This letter stipulates that for the term of the collective bargaining agreement between the Village of La Grange and Illinois Fraternal Order of Police beginning May 1, 2014 and ending April 30, 2017, employees in the bargaining unit hired on or after May 1, 1994, who voluntarily separate from employment with the Village within three (3) years of their date of hire shall reimburse the Village for its costs and expenses incurred in their hiring and training up to the time of their separation.

SIGNED FOR THE VILLAGE

SIGNED FOR THE UNION

\_\_\_\_\_  
Robert Pilipiszyn  
Village Manager

  
\_\_\_\_\_  
Kevin Krug  
FOP

Date \_\_\_\_\_

Date 10-21-14

4-A.62

September 22, 2014

LETTER OF UNDERSTANDING,

Mr. Robert Pilipiszyn, Village Manager  
Village of La Grange  
53 S. La. Grange Road  
La Grange, IL 60525

Mr. Kevin Krug  
Illinois Fraternal Order of Police  
5600 S. Wolf Road  
Western Springs, Illinois 60558

**RE: HOURS OF WORK AND OVERTIME**

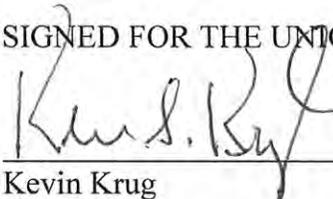
Since 1994, whenever a holiday occurred during a patrol officer's vacation or a patrol officer who was scheduled to work a holiday but, at the discretion of a supervisor, was subsequently scheduled not to work that holiday, the patrol officer was directed to complete their time sheet so that "holiday off" was recorded in the "HOURS WORKED F.L.S.A." column and 8.25 was recorded in the "HOURS PAY-NO WORK" column. The net effect of this payroll practice, all other things being equal, resulted in the loss of overtime earned either prior to or after a holiday within that 28 day work period. The parties acknowledge that this was not the intended outcome by excluding holiday pay from hours worked for purposes of calculating overtime. Rather, the parties agree that the holiday pay granted in the form of either 12 hours or 8 hours of straight time, was not to be recorded in the "HOURS WORKED F.L.S.A." column.

The parties agree that retroactive to May 1, 2003, whenever a holiday occurs during a patrol officer's vacation or a patrol officer who is scheduled to work a holiday, but is subsequently scheduled not to work that holiday, the officer shall record 8.25 in the "HOURS WORKED F.L.S.A." column and H.O. (holiday off) in the "HOURS PAY-NO WORK" column. The Police Chief shall monitor and evaluate this change in payroll practice, as well as existing scheduling practices, for a period of one year. If no problems are identified by the Police Chief, the contract shall be deemed to be amended by stipulating "holiday off" as hours worked for the purpose of calculating overtime.

SIGNED FOR THE VILLAGE

SIGNED FOR THE UNION

\_\_\_\_\_  
Robert Pilipiszyn  
Village Manager

  
\_\_\_\_\_  
Kevin Krug  
FOP

Date \_\_\_\_\_

Date 10-21-14

**SIDE LETTER**

The Village of LaGrange and FOP Labor Council agree that for the 2014 Labor Agreement compensable hours for retroactive pay shall only include:

1. Regular wages;
2. Previously paid and worked overtime;
3. Previously paid holidays; and
4. Previously paid vacation and sick time at separation.

This Side Letter shall be attached to and made a part of the Labor Agreement.

**FOR THE VILLAGE OF LAGRANGE:**

**FOR THE UNION:**

\_\_\_\_\_  
Robert Pilipiszyn

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kevin Krug

10-21-14  
\_\_\_\_\_  
Date

October 14, 2014

**LETTER OF UNDERSTANDING**

Mr. Robert Pilipiszyn  
Village of La Grange  
53 S. La Grange Rd.  
La Grange, IL 60525

Mr. Kevin Krug  
Illinois Fraternal Order of Police Labor Council  
5600 S. Wolf Rd.  
Western Springs, IL 60558

It is understood that employees covered by the current Patrol Officers Agreement (2014-2017) shall be paid for one-half (1/2) of their unused accumulated Sick Leave up to the maximum accrual of 216 work days (1,782 hours) at their regular hourly rate of pay when they retire from the service of the Village.

Retirement shall be defined as completing a minimum of twenty (20) years of continuous service with the Village, or meeting disabled duty eligibility requirements pursuant to state statute.

Employees covered under this agreement that have a minimum balance of \$20,000 of eligible accrued leave at the time of their retirement shall be paid in the following manner:

Twenty thousand dollars (\$20,000.00) shall be made (subject to the rules of the RHS (retirement health savings) plan) into the employee's health savings plan while the remainder shall be paid directly to the employee as cash.

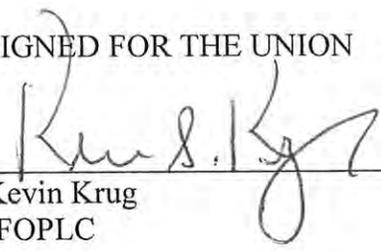
If the employee has not accrued at least \$20,000 in eligible accrued leave, payment will be made in cash.

SIGNED FOR THE VILLAGE

\_\_\_\_\_  
Robert Pilipiszyn  
Village Manager

\_\_\_\_\_  
Date

SIGNED FOR THE UNION

  
\_\_\_\_\_  
Kevin Krug  
IFOPLC

10.21.14

\_\_\_\_\_  
Date

VILLAGE OF LA GRANGE  
Public Works Department

**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: October 27, 2014

RE: **AWARD OF CONTRACT – BOILER REPLACEMENT - POLICE  
STATION**

---

The Police and Fire Facility located at 304 Burlington was reconstructed in early 1990's. At that time the mechanical systems in the building were replaced and upgraded. These systems are now approximately 25 years old and many of the components have reached the end of their useful life. For example, the boilers in the facility have been repaired numerous times through various re-welding procedures, however additional repairs are no longer possible on some of these systems. Also, some of the control systems are no longer supported by the manufacturer.

In order to keep the system operational staff solicited and received estimates to perform the necessary repairs and upgrade various components of the system. The proposals received were costly (> \$100,000) and each contractor approached the repairs and upgrades in slightly different ways. Given the estimated costs involved and different approaches, staff contracted with the mechanical engineering firm Building Engineering Systems, LLC to perform an evaluation of the entire mechanical system at the Police and Fire facility. The goal of the report was to inspect and document the condition of the existing mechanical systems, estimate remaining useful life, and provide recommendations for replacements and upgrades to the existing system and controls.

From the engineering report, the following mechanical systems were recommended for replacement:

1. The two 25 year old boilers are recommended for immediate replacement as one boiler has failed and the other is at or near the end of its useful life. The boilers need to be replaced prior to the upcoming winter season.
2. The existing chillers are past their useful life and are recommended for replacement within the next several years.
3. The HVAC control system is obsolete and is no longer supported by the manufacturer.
4. The exhaust fan controls are recommended to be upgraded.

The identified mechanical improvements were separated into phases: Phase 1 – Immediate Repairs and Phase 2 – Repairs recommended within the next two years. Since one boiler is currently non-operational, and the other boiler is the same age and likely to fail again soon, staff recommended and the Village Board approved moving forward with the replacement of both boilers as soon as possible to ensure the reliable supply of heat to the Police and Fire Facility this winter.

In August 2014, an agreement with Building Engineering Systems, LLC was executed to complete the plans and specifications for the boiler replacement. The project plans were completed in September 2014. The scope of work for the project includes the replacement of two existing hot water boilers, and associated controls, flues and venting.

On Thursday, October 2, 2014 the Village solicited sealed competitive proposals from five contractors known to be capable of performing this type of work. The proposal opening was held on Wednesday, October 15, 2014 with the following results:

Summary of Bids		
	Contractor	Bid Amount
1	Oak Brook Mechanical / Elmhurst IL	\$164,000
2	Atomatic Mechanical Services / Arlington Heights, IL	\$171,513
3	State Mechanical Services / Aurora, IL	\$175,000
4	Hayes Mechanical / Chicago, IL	\$196,681
	Engineer's Estimate	180,000

The low bid was submitted by Oak Brook Mechanical Services, Inc. in the amount of \$164,000. In the attached analysis from Building Engineering Services, LLC, they find the low bidder, Oak Brook Mechanical Services, Inc. to be the lowest, responsible, and responsive Bidder, and technically capable to perform the work as specified. Building Engineering Services, LLC recommends awarding the contract to this firm in the amount of \$164,000. We concur with Building Engineering Services, LLC assessment and recommend awarding the contract to Oak Brook Mechanical. If approved, work is expected to begin in November and should be completed by December 1, 2014.

Staff also identified a grant opportunity for this project through the Metropolitan Mayors Caucus. This funding opportunity is intended to help local governments update and retrofit public facilities to improve energy efficiency. The program is part of Illinois Energy Now, a suite of energy efficiency programs administered by the Illinois Department of Commerce and Economic Opportunity (DCEO.)

In response to this grant opportunity, staff submitted an initial proposal for the replacement of the boilers at the Police and Fire Station and met with representatives from the energy efficiency consulting firm retained by the Caucus to discuss the project. Based on a preliminary analysis of the existing boilers and the proposed replacements, the consulting firm estimates the Village could expect to receive a grant in the amount of

\$30,000 for the replacement of the boilers. The next step is to submit the detailed grant application to the DCEO after the contract has been awarded for construction.

The project budget for the Boiler Replacement Project is as follows:

<b>Boiler Replacement Project</b>	<b>Budget</b>
<b>Expenses</b>	
<b>Engineering</b>	
Design and Construction Engineering	5,000
<b>Construction</b>	
Oak Brook Mechanical	164,000
<b>Total</b>	<b>169,000</b>
<b>Funding Sources</b>	
Building and Grounds Equipment Reserve Fund	100,000
Police and Fire Department Equipment Reserve Fund	50,000
DCEO Illinois Energy Now Grant (Estimated)	30,000
<b>Total</b>	<b>180,000</b>

The funding option identified at the Capital Projects meeting on September 22 for the emergency replacement of the failing/inoperative boiler at the Police & Fire Department is to use \$100,000 of available Building & Grounds ERF reserves and \$50,000 from available Police and Fire Department ERF reserves. By utilizing the Building & Ground ERF reserve coupled with funding from the Police/Fire ERF reserves, the overall ERF funded status would be reduced from 94% to 91%.

The impact from the utilization of the current ERF reserve for unanticipated expenditures is similar in nature to FY 2010-11 when the annual transfer (\$350,000) was eliminated from all operating departments within the General Fund for one year, to offset the increased cost of employer contributions (tax levies) to the La Grange Police and Fire pension funds. As in FY 2010-11 it is anticipated that the ERF funded status would return to 100% in the future as actual purchases may be bid under budget, interest income increases, and the useful lives of current vehicles and equipment may be extended due to on-going scheduled maintenance programs. The Building & Ground ERF reserve funds currently allocated for the purchase of an emergency generator at DPW would then need to be included as part of the pending overall DPW facilities plan.

In summary, staff recommends that the Village Board waive the formal competitive bidding requirement and award a contract to Oak Brook Mechanical for the replacement of two boilers at the Police Station in the amount of \$164,000.

BES

BUILDING  
ENGINEERING  
SYSTEMS, LLC

MECHANICAL, ELECTRICAL, PLUMBING  
AND FIRE PROTECTION ENGINEERING

October 20, 2014

Ryan Gillingham  
VILLAGE OF LAGRANGE  
320 East Avenue  
LaGrange, Illinois 60525

Re: **Police and Fire Facility, 300 Burlington  
Boiler Replacement Bid Evaluation**

Dear Ryan:

Attached is our summary of the bids.

Of the 5 contractors invited to bid, only Murphy Miller did not submit a bid. The four bids ranged from \$164,000 to \$196,681. All four bidders submitted their bids on time and included a bid bond.

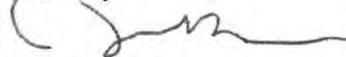
Only Atomatic submitted alternate products, however their alternates are not on the specified list, so only their bid of \$171,513 included the specified product.

I spoke with Oak Brook Mechanical and they have included either the Fulton Endura or HTP Modcon from our specification and their final determination of which product to use will be based upon which product will be the easiest to vent.

Based upon our review of the bids, Oak Brook Mechanical is the lowest qualified bidder.

Let me know if you have any questions or comments

Sincerely



James R. Bess, PE  
Building Engineering Systems, LLC

444 N. Wells Street, Suite 501  
Chicago, IL 60654-4595  
T 312.836.0595  
F 312.836.0596  
www.besengr.com

4-B,3





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  
Don Wachter, Village Forester

DATE: October 27, 2014

RE: **MATERIAL PURCHASE – PUBLIC WORKS / FY2014-15 TREE  
PLANTING PROGRAM**

**RESOLUTION – PUBLIC WORKS / SUBURBAN TREE  
CONSORTIUM**

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The Village has a long proud heritage of maintaining tree-lined streets dating back to its founding father, Franklin Cossitt. In maintaining our urban forest, we strive to plant a replacement tree for each parkway tree removed due to disease and damage (storm, vehicular, etc.) In addition, we attempt to fill vacant parkway locations if available funds allow. Each year in the spring and fall the Village plants replacement trees in parkways to replace trees that were removed.

Since 1986 the Village has participated in the Suburban Tree Consortium to jointly purchase and plant parkway trees on behalf of a number of municipalities in an effort to realize cost savings through economies of scale and ensure a reasonable supply and variety of suitable parkway trees. The Suburban Tree Consortium contracts separately with nurseries for the purchase of the trees and a landscaping contractor for their installation.

Over the last five years, the Village has on average replanted approximately 157 trees per year. However, the number of trees to be replanted over the next two years will increase significantly due to damage from the Emerald Ash Borer (EAB). Of the 445 trees that were removed by contractors this fiscal year, 15 were elm trees that were diagnosed with Dutch Elm Disease and 430 were removed due to EAB. Please note that the number of elm trees removed each year continues to go down as the population of elm trees susceptible to the disease diminishes. However, as detailed during the Capital Projects budget process, ash tree removal and replacement is increasing due to damage resulting from the EAB. Therefore, we continue to add additional trees to our purchase request from the Suburban Tree Consortium to account for trees lost due to this insect.

The following table details the estimated number of trees to be replanted this fiscal year and the available funding for this program.

<b>FY 2014-15 TREE PLANTING PROGRAM</b>			
<b>Expenses</b>			
	<b>Estimated Quantity</b>	<b>Average Unit Price</b>	<b>Total</b>
2014 Fall Tree Planting			
Routine Replacement	20	255.30	5,106
EAB Replacement	103	255.28	26,294
			<b>31,400</b>
2015 Spring Tree Planting			
Routine Replacement	60	266.41	15,984
EAB Replacement	440	266.41	117,220
			<b>133,205</b>
<b>Total</b>	<b>623</b>		<b>164,605</b>
<b>Funding Sources</b>			
<b>FY2014-15 Budget</b>			
Capital Projects – Tree Planting Program			32,000
Capital Projects – Emerald Ash Borer			
▪ Tree Planting			196,250
<b>Total</b>			<b>228,250</b>

Please note that the average unit price per tree for the fall tree planting program is lower than spring program due to the fact that the variety of the trees planted in the fall are less expensive.

As noted in the above table, staff anticipates planting 623 parkway trees during the fall and spring planting seasons. Due to the significant increase in the number of trees the Village anticipated planting, staff contacted nurseries that are part of the Suburban Tree Consortium in the winter of 2013 to inquire about the availability of trees. The Suburban Tree Consortium informed staff that they could only supply the Village with 53 trees for the fall planting season and 315 trees for the spring tree planting season. Based on this shortfall staff contacted and received quotes from four additional nurseries to procure the additional 255 trees required for planting.

The following is a breakdown of the quotes received from the additional trees:

<b>Nursery</b>	<b>Planting Season</b>	<b>Quantity</b>	<b>Average Unit Cost</b>	<b>Total</b>
Fox Ridge Nursery	Spring Planting	60	209.42	12,565
Goodmark Nursery	Spring Planting	60	228.17	13,690
Kendall Hill Nursery	Fall Planting	45	267.20	12,024
Spring Grove Nursery	Fall & Spring Planting	90	251.39	22,625

Staff recommends purchasing the remaining trees from nurseries outside of the Consortium for the following reasons:

1. The Village's policy has been to replace each parkway tree lost due to disease or damage. The purchasing of these trees continues this policy as there are no more available trees from the Suburban Tree Consortium.
2. The supply of trees of the particular variety and size needed by the Village are in limited supply. The number of trees being replaced in the Chicagoland area due to EAB is significantly more than in prior years. Trees of the size required by the Village take many years to grow, so supply is expected to be limited for the foreseeable future.
3. Staff received multiple competitive quotes for these trees and find the prices to be competitive with the nurseries participating in the Suburban Tree Consortium.
4. Planting a greater diversity of parkway trees is the recommended practice to avoid losing a higher percentage of trees in the future if a scenario similar to the EAB takes place. By procuring a greater variety of trees that are available through nurseries outside the Consortium, the variety of trees being offered to residents to choose increases from 32 to 70 different varieties.
5. The Village Forester has inspected the proposed trees and has found them to meet the Village's specifications for quality and size.

The planting of all trees will still occur though the competitively bid Suburban Tree Consortium contractor.

In preparation for the Fall and Spring Tree Planting Programs the Public Works Department has removed 362 of the stumps and has prepared planting locations for each tree. The actual planting of the tree normally takes place the second week of November.

In summary, we recommend that the Village Board authorize staff to purchase and plant trees which have been competitively bid through a municipal purchasing cooperative known as the Suburban Tree Consortium in an amount of \$13,601 for the 2014 Fall Tree Planting Program and \$90,100 for the 2015 Spring Tree Planting Program. As this is a unit price contract the final amount of the contract will be based on the actual installed quantity of trees at the unit prices listed in the contract. Secondly, we recommend that the Village Board authorize staff to purchase 255 trees from four nurseries outside the Suburban Tree Consortium in an amount of \$17,799 for the 2014 Fall Tree Planting Program and \$43,105 for the 2015 Spring Tree Planting Program. Finally, it is our recommendation that the attached resolution affirming the Village's commitment to Suburban Tree Consortium be approved.

VILLAGE OF LA GRANGE

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

A RESOLUTION EXPRESSING INTENT  
TO PARTICIPATE IN THE SUBURBAN  
TREE CONSORTIUM FIVE YEAR CONTRACTUAL PROGRAM

**WHEREAS**, the Village of La Grange has heretofore joined the cooperative known as the Suburban Tree Consortium; and

**WHEREAS**, the Suburban Tree Consortium was created to jointly purchase parkway trees on behalf of a number of municipalities in an effort to realize cost savings and insure a reasonable supply and variety of suitable parkway trees; and

**WHEREAS**, Chapter 65 of ILCS 5/11-73.1-1 entitled "Municipal and Joint Municipal Tree Planting Programs", authorizes municipalities to jointly enter into long term contracts for the purchase and delivery of trees; and

**WHEREAS**, due to the nature of the nursery industry and the plant materials desired by the Suburban Tree Consortium, assuring a reasonable number and variety of parkway trees at the best price is possible only with a multi-year commitment on the part of the Consortium Members, so as to allow adequate planning by the Consortium and the Nurseries/Suppliers; and

**WHEREAS**, the Suburban Tree Consortium member municipalities provide the Nurseries/Suppliers a projection of their parkway tree requirements for the next five years; and

**WHEREAS**, the Suburban Tree Consortium can realize the necessary number and variety and the best price of such parkway trees only by providing assurance to the tree Nurseries/Supplier of the level of interest by the Consortium Members; and

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

1. The Village does hereby express its intent to remain a member of the Suburban Tree Consortium and to procure parkway trees through the Consortium, subject to sufficient annual budgeting.
2. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this resolution are hereby rescinded.
3. This Resolution will be in full force and effect from and after its passage and approval in the manner provided by law.

BE IT FURTHER RESOLVED that the Village Clerk is hereby authorized and directed to send a copy of this Resolution to the Suburban Tree Consortium Secretariat at the West Central Municipal Conference Office.

PASSED this \_\_\_\_\_ day of October 2014

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

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

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

APPROVED this \_\_\_\_\_ day of October 2014

\_\_\_\_\_  
Thomas E. Livingston, Village President

ATTEST:

\_\_\_\_\_  
John Burns, Village Clerk

4-C.4

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: October 27, 2014

RE: **AWARD OF CONTRACT – INSTALLATION OF HOLIDAY  
LIGHTS**

---

Each year the Public Works Department decorates trees and light poles throughout the Central Business District (CBD) for the holiday season. Typically, lights within the trees are strung in early November and are removed in mid-January. The official turn on of the lights occurs as part of the annual Holiday Walk. Over 4,000 strands of lights are typically put up throughout the CBD. The decorations provide a visually attractive atmosphere for residents, visitors and shoppers throughout the holidays.

The month of November is a very busy month for Public Works due to concurrent work activities, including leaf pick-up, brush pick-up, street patching, holiday decorations, stump removal, tree planting, etc. Coupled with these activities, Public Works is operating with one vacancy in the Department as part of the cost containment plan.

Given limited staff availability, since 2009 the Public Works Department has solicited proposals from companies to install holiday lighting along La Grange Road. The FY2014-15 Building and Grounds budget includes \$12,000 for the purchase and installation of lights for trees on La Grange Road. Funds are budgeted every other year as staff has determined the lights could be replaced every other year without causing damage to the trees. This practice results in a \$12,000 savings in alternate fiscal years.

The scope of work includes wrapping lights in approximately 60 trees on La Grange from Cossitt Avenue to Ogden Avenue. Additionally, there are twelve trees in the plaza that will also be wrapped. The contractor proposes to wrap individual tree branches on larger trees and provide a canopy top on the newly planted small trees so as to not cause damage. The contractor proposes to wrap each tree in a tight X-type pattern with as much lights as the electrical services are capable of handling. Please note that due to the number of trees lost in the CBD due to the Emerald Ash Borer that many of the trees are smaller than in prior years. Lights in smaller trees will need to be removed each year so

as to prevent damage and allow for growth. Public Works will reinstall lights on these smaller trees the following year.

The Village solicited quotes from three contractors known to be capable of performing this type of work. The contractors were asked to provide quotes based on the scope of work identified above. Proposals were received with the following results:

	American Holiday Lights	Illuminight Lighting, Inc.	Holiday Creations Pro, Inc.
Quantity of Lights	21,200	54,900	35,850
Quote	\$7,035	\$12,500	\$15,266
Cost Per 1000 lights	\$332 / 1000	\$228 / 1000	\$426 / 1000

As noted in the table above, the low quote was provided by American Holiday Lights in the amount of \$7,035. Although American Holiday Lights submitted the low quote, staff determined their proposal did not provide a sufficient quantity of lights to meet the Village's lighting requirements. Therefore the lowest, responsible proposal that meets the Village's requirements was provided by Illuminight Lighting, Inc. in the total amount of \$12,500. Illuminight Lighting's proposal provides the lowest unit price per light out of the three proposals received.

Staff is familiar with Illuminight Lighting as they installed the lights on La Grange Road for the Village in 2012. Their service was satisfactory and the company met all of the contractual requirements. Illuminight Lighting has performed similar work for other municipalities and organizations including Brookfield Zoo, Highland Park, Lake Forest, and the Lincoln Park Zoo.

Based on their low quote and our previous 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 Illuminight Lighting, Inc. for the purchase and installation of lights in the amount of \$12,500.

MINUTES

VILLAGE OF LA GRANGE  
BOARD OF TRUSTEES REGULAR MEETING

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

Monday, October 13, 2014 - 7:30 p.m.

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

In the absence of President Livingston, the Board of Trustees of the Village of La Grange regular meeting was called to order at 7:30 p.m. by Village Clerk John Burns. On roll call, as read by Village Clerk Burns, the following were present:

PRESENT: Trustees Kuchler, Langan, McCarty, Nowak, Palermo and Holder (arrived at 7:38 p.m.)

Clerk Burns acknowledged that a quorum of the Board of Trustees is present and requested a motion to elect Trustee Mark Langan as Chairperson Pro Tem to preside over the meeting. It was moved by Trustee Kuchler and seconded by Trustee Palermo to elect Trustee Mark Langan as Chairperson Pro Tem. Motion approved by voice vote.

ABSENT: President Livingston

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

Chairperson Pro Tem Langan requested Clerk Burns lead the Board and audience in the Pledge of Allegiance.

2. PRESIDENT'S REPORT

Chairperson Pro Tem Langan announced that the Fire Department's Open House was well attended.

Providing information on the recent ground breaking for the hospital's new emergency room project, Chairperson Pro Tem Langan noted that President Livingston, Trustee Holder and Congressman Lipinski attended this momentous event.

Announcing the recent ribbon cutting at the newly renovated Stone Avenue Train Station, Chairperson Pro Tem Langan named the numerous groups involved in restoring this historic icon.

Providing detailed information on the upcoming Fall Festival and Halloween Walk, Chairperson Pro Tem Langan encouraged attending this fun filled annual event.

Chairperson Pro Tem Langan noted an upcoming bicycle auction on October 26 at the La Grange Police Department.

Lastly, Chairperson Pro Tem Langan noted that Clerk Burns would be conducting a historic tour of the Village on October 19.

3. PUBLIC COMMENTS REGARDING AGENDA ITEMS

None

4. OMNIBUS AGENDA AND VOTE

- A. Ordinance (#O-14-35) – Disposal of Surplus Property / Miscellaneous Personal Property
- B. Minutes of the Village of La Grange Board of Trustees Regular Meeting, Monday, September 22, 2014
- C. Consolidated Voucher 141013 (\$1,216,761.53)

It was moved by Trustee Nowak to approve items A, B, and C of the Omnibus Agenda, seconded by Trustee McCarty.

Approved by a 5 to 0 roll call vote.

Ayes: Trustees Palermo, Nowak, McCarty, Langan, and Kuchler

Nays: None

Absent: Trustee Holder (arrived after vote was taken)

5. CURRENT BUSINESS

- A. Presentation – FY 2013-14 Comprehensive Annual Financial Report: Referred to Trustee Nowak

Trustee Nowak stated that the Comprehensive Annual Financial Report (CAFR) of the Village of La Grange for Fiscal Year May 1, 2013 – April 30, 2014 as prepared by the Finance Department has been reviewed by the auditors Sikich L.L.P. Copies of the audit report were previously provided to the Board under separate cover and are available on the Village website.

Trustee Nowak indicated that Sikich L.L.P. has rendered an unqualified or “clean” opinion stating that Village financial statements for the year ending April 30, 2014 are prepared and presented by the Village in conformity with generally accepted accounting principles.

As water accountability has been of concern, Trustee Nowak explained that the Village had undertaken the replacement of outdated water meters, however, due to the numerous water main breaks attributed to severe winter weather conditions, water loss from these breaks has had a negative impact on water accountability. Trustee Nowak added that information on water accountability would continue to be analyzed for a 12 month period.

Trustee Nowak advised that in previous reports the Management letter included key ratios and benchmark data which compared statistical calculations with comparable units of government. Sikich L.L.P. notified the Village that this ratio/benchmark program has been discontinued. Although this comparison has been eliminated, Trustee Nowak indicated that the Village of La Grange adheres to charging less and spending less than comparable communities while continuing to provide quality services.

Trustee Nowak reported that the Village remains committed to fund annual required contributions to pension funds. Trustee Nowak explained that the La Grange Public Library is classified as a separate entity and as such issues a separate Comprehensive Annual Financial Report. Referencing General Fund reserves, Trustee Nowak noted the Village’s conservative approach in operating expenditures.

Trustee Nowak indicated that staff will submit the Comprehensive Annual Financial Report to the Government Finance Officers’ Association for consideration of the Certificate of Achievement for Excellence in Financial Reporting which the Village has previously received for eighteen consecutive years. Trustee Nowak indicated that Mr. Dan Berg, a partner with Sikich L.L.P. is present.

Chairperson Pro Tem Langan invited Mr. Berg to provide additional information.

Mr. Berg explained that for cost effectiveness, the report was prepared by Assistant Finance Director Joe Munizza and reviewed by Finance Director Lou Cipparrone. Mr. Berg added that the Village’s General Fund dropped below 50% due to the fact that General Funds were transferred to the Capital Projects Fund. Mr. Berg provided information regarding the change in the library’s classification and offered to answer any questions.

Trustee Holder inquired about the transfer of General Funds and Finance Director Lou Cipparrone noted General Funds were transferred to the Capital Projects Fund in order to extend the work of the Maple Avenue Relief Sewer project.

Trustee Palermo inquired why certain tables in the audit related to post-employment benefit plans were not showing dollar amounts. Mr. Berg responded that this is a required actuarial calculation which is completed every three years, thus scheduled for posting in FY 2015-2016. Trustee Palermo inquired if any costs are incurred. Finance Director Cipparrone responded negatively and explained that although the Village pays no cost associated with post-employment health care benefits, an implied amount is required to be calculated under governmental accounting standards to account for the cost of allowing retirees to continue to participate in the Village's group health insurance plan.

Trustee Holder inquired if this post-employment benefit plan acts as a reserve. Mr. Cipparrone indicated that it is an implied amount for reporting purposes.

Chairperson Pro Tem Langan noted his acceptance of the Fiscal Year 2013-14 Comprehensive Annual Financial Report and expressed his gratitude to Finance Director Lou Cipparrone and Assistant Finance Director Joe Munizza for their excellent financial management.

B. Award of Contract and Engineering Services Agreement – 2014 Sewer Televising Program: Referred to Trustee Langan

Chairperson Pro Tem Langan provided a five point synopsis regarding the sewer televising program. This would encompass identifying the issues; staff's approach and recommendations to address and resolve the identified issues; a plan of action; proposals for funding; and to finalize with a motion for approval.

Due to the recent severe storm events and the limited capacity of the Village's combined sewer system it was determined that immediate action items to include the cleaning and televising of sewers is mandated. Chairperson Pro Tem Langan explained that the Village has approximately 360,000 lineal feet of sanitary, storm and combined sewers. A critical priority in maintaining public health is to properly operate and manage storm water. Advising of the importance of sewer televising, Chairperson Pro Tem Langan noted the information collected from the televising is not only used to aid in future infrastructure budget planning but to confirm proper and optimal performance and capacity as well as identifying any required repairs.

Chairperson Pro Tem Langan added that on August 7 the Village advertised that proposals would be received for the 2014 Sewer Televising Program. Indicating that bids were requested from 18 contractors, Chairperson Pro Tem Langan noted that of the three bids received, Sheridan Plumbing and Sewer, Inc. in Bedford Park submitted the low bid of \$173,614. In addition Baxter and Woodman would provide

construction engineering services; as well as review and advise of any necessary sewer repairs.

Chairperson Pro Tem Langan moved to waive the formal bidding requirements and award the contract for the 2014 Sewer Televising Program to Sheridan Plumbing and Sewer, Inc. in an amount not to exceed \$173,614 and to approve the task order contracts with Baxter and Woodman in the amounts of \$16,500 for construction engineering services and \$19,540 for the review and analysis of the sewer televising inspection reports, seconded by Trustee Holder.

Trustee McCarty inquired about waiving the formal bidding requirements. Village Manager Pilipiszyn responded that in order to expedite the process the Village went through the competitive bidding process short of publication in the newspaper.

Trustee Holder inquired if savings would incur should the inspection reports determine that no sewer repairs are needed. Public Works Director Ryan Gillingham responded that the review and analysis will determine if and where sewer repairs are necessary and there may be some cost savings.

Trustee Palermo expressed his concern in not utilizing the formal bidding process with publication in the newspaper which he feels may have resulted in lower bids thus a savings to taxpayers. Mr. Gillingham advised that numerous municipalities had also incurred storm related flooding, televising contractors are in great demand and variable costs for their services was anticipated.

Approved by a 6 to 0 roll call vote.

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

6. MANAGER'S REPORT

None

8. EXECUTIVE SESSION

None

9. TRUSTEE COMMENTS

Trustee Kuchler relayed a message received from a family member on the outstanding and professional service they received at the Adventist La Grange Memorial Hospital.

Noting his attendance at the recent ground breaking for the emergency room upgrade at the Adventist La Grange Memorial Hospital, Trustee Holder concurs that the hospital's reinvestment in the community is attributed to their excellent service.

Expressing sympathies to families who have experienced acts of violence, Trustee Holder commented on the need to celebrate life.

10. ADJOURNMENT

At 8:18 p.m. Trustee McCarty moved to adjourn, seconded by Trustee Palermo. Motion approved by voice vote.

\_\_\_\_\_  
Thomas E. Livingston, Village President

ATTEST:

\_\_\_\_\_  
John Burns, Village Clerk

Approved Date:

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**VILLAGE OF LA GRANGE**

Disbursement Approval by Fund

October 27, 2014

Consolidated Voucher 141027

<u>Fund No.</u>	<u>Fund Name</u>	<u>10/27/14 Voucher</u>	<u>10/24/14 Payroll</u>	<u>Total</u>
01	General	103,465.51	283,123.30	386,588.81
21	Motor Fuel Tax			0.00
22	Foreign Fire Insurance Tax	903.00		903.00
24	ETSB	4,475.28		4,475.28
27	Drug Enforcement	650.00		650.00
40	Capital Projects	12,664.00		12,664.00
50	Water	8,999.15	39,801.60	48,800.75
51	Parking	3,464.43	25,683.32	29,147.75
60	Equipment Replacement			0.00
70	Police Pension			0.00
75	Firefighters' Pension	300.00		300.00
80	Sewer	5,326.62	9,799.20	15,125.82
90	Debt Service			0.00
		<u>140,247.99</u>	<u>358,407.42</u>	<u>498,655.41</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

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Trustee

\_\_\_\_\_  
Trustee

4-F

DATE: 10/23/14  
TIME: 09:03:34  
ID: AP222000.WOW

VILLAGE OF LA GRANGE  
MANUAL PRE-CHECK RUN EDIT

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT	
130791	MARTINAI	CRAIG MARTINAITIS			10/15/14			
	141003	10/03/14	01	REIMBURSE:OPEN HOUSE SUPPLIES		01-09-62-6250	211.03	
						INVOICE TOTAL:	211.03 *	
						CHECK TOTAL:		211.03
130792	GFOA	GOVERNMENT FINANCE OFFICER'S			10/16/14			
	141015	10/15/14	01	CAFR APPLICATION FY 2013-14		01-03-62-6230	435.00	
						INVOICE TOTAL:	435.00 *	
						CHECK TOTAL:		435.00
						TOTAL AMOUNT PAID:		646.03

4-F.1

DATE: 10/23/14  
TIME: 09:03:52  
ID: AP223000.WOW

VILLAGE OF LA GRANGE  
DISTRIBUTION JOURNAL --- MANUAL CHECKS AP-102314

PAGE: 1  
F-YR: 15

JOURNAL DATE: 10/23/14

ACCOUNTING PERIOD: 06

ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
GENERAL FUND							
01	01-03-62-6230	PROFESSIONAL SERVICES	GFOA	141015	CAFR APPLICATION FY 2013-14	435.00	
02	01-09-62-6250	FIRE PREVENTION	MARTINAI	141003	REIMBURSE:OPEN HOUSE SUPPLIES	211.03	
03	01-00-00-1010	CASH-FNBLG-CHECKING			ACCOUNTS PAYABLE OFFSET		646.03
TOTALS:						646.03	646.03

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INVOICES DUE ON/BEFORE 10/27/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130793	AIR8025	AIRGAS NORTH CENTRAL						
	9031869284	09/25/14	01	CUT OFF WHEEL/133 DREXEL SEWER	80-00-61-6100		21.05	
						INVOICE TOTAL:	21.05 *	
	9922083446	09/30/14	01	ACETYLENE;AIR;ARGON OXYGEN	01-11-62-6220		89.80	
						INVOICE TOTAL:	89.80 *	
						CHECK TOTAL:	110.85	
130794	AIS6428	ALL INFORMATION SERVICES, INC						
	50807	10/07/14	01	REMOTE MNTR/SERVER OFF-LINE	01-19-62-6230		617.50	
			02	SEPT IT CHARGES	01-02-62-6220		47.50	
			03	SEPT IT CHARGES	01-03-62-6220		71.25	
			04	SEPT IT CHARGES	01-06-62-6220		166.25	
			05	SEPT IT CHARGES	01-07-62-6220		783.75	
			06	SEPT IT CHARGES	01-09-62-6220		71.25	
			07	SEPT IT CHARGES	01-11-62-6220		190.00	
						INVOICE TOTAL:	1,947.50 *	
						CHECK TOTAL:	1,947.50	
130795	ALP417	ALBERT C SCHNELL DBA						
	71920	09/04/14	01	DOOR HANGERS;INSPECT REPORTS	01-06-61-6101		785.41	
						INVOICE TOTAL:	785.41 *	
	72048	09/23/14	01	2 BOXES ENVELOPES	01-11-61-6101		116.16	
						INVOICE TOTAL:	116.16 *	
	72212	09/24/14	01	BUS CARDS/GAY;BENSFIELD,SIRGDS	01-09-61-6100		254.70	
						INVOICE TOTAL:	254.70 *	
	72389	10/06/14	01	SCAN;PRINT STONE AVE STN POST	40-00-66-6604		75.00	
						INVOICE TOTAL:	75.00 *	
						CHECK TOTAL:	1,231.27	

INVOICES DUE ON/BEFORE 10/27/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130796	AM8623	A & M PARTS INC						
	470351	09/23/14	01	AIR FLOW SENSOR/#29	01-11-62-6220		134.99	
						INVOICE TOTAL:	134.99 *	
	470371	09/23/14	01	ANTISIEZE;GLUE;TUNEUP/SHOP	01-11-62-6220		33.01	
						INVOICE TOTAL:	33.01 *	
	470716	09/24/14	01	MAF;SENSOR/#29	01-11-62-6220		136.10	
						INVOICE TOTAL:	136.10 *	
	470718	09/24/14	01	RETURNED AIR FLOW SENSOR/#29	01-11-62-6220		-134.99	
						INVOICE TOTAL:	-134.99 *	
	471715	09/30/14	01	OIL FILTER;THREAD LOCKER/#6	01-11-62-6220		57.73	
						INVOICE TOTAL:	57.73 *	
	472457	10/02/14	01	16" INNER TUBE/LEAF KING	01-11-62-6220		11.00	
						INVOICE TOTAL:	11.00 *	
						CHECK TOTAL:	237.84	
130797	ARA2525	ARAMARK UNIFORM SERVICES						
	2078649533	08/01/14	01	MAT & MOP SERVICE/PD	01-09-61-6100		40.28	
						INVOICE TOTAL:	40.28 *	
	2078714297	09/19/14	01	9/19/14 UNIFORM SVC	01-11-60-6021		57.68	
			02	9/19/14 UNIFORM SVC	50-00-60-6021		40.80	
			03	9/19/14 UNIFORM SVC	80-00-60-6021		10.20	
			04	FLOOR MATS/TRAIN STN	51-00-62-6225		11.00	
			05	FLOOR MATS/DECK	51-00-62-6280		5.50	
						INVOICE TOTAL:	125.18 *	
	2078723507	09/26/14	01	MATS	01-10-62-6221		34.73	
						INVOICE TOTAL:	34.73 *	

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INVOICES DUE ON/BEFORE 10/27/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130797	ARA2525	ARAMARK UNIFORM SERVICES						
	2078723632	09/26/14	01	9/26/14 UNIFORM SERVICE	01-11-60-6021		57.68	
			02	9/26/14 UNIFORM SERVICE	50-00-60-6021		40.80	
			03	9/26/14 UNIFORM SERVICE	80-00-60-6021		10.20	
			04	FLOOR MATS/TRAIN STN	51-00-62-6225		11.00	
	*** VOID---LEADER CHECK ***							
130798	ARA2525	ARAMARK UNIFORM SERVICES						
			05	FLOOR MATS/DECK	51-00-62-6280		5.50	
							INVOICE TOTAL:	125.18 *
	2078733224	10/03/14	01	10/3/14 UNIFORM SVC	01-11-60-6021		57.68	
			02	10/3/14 UNIFORM SVC	50-00-60-6021		40.80	
			03	10/3/14 UNIFORM SVC	80-00-60-6021		10.20	
			04	FLOOR MATS/TRAIN STN	51-00-62-6225		11.00	
			05	FLOOR MATS/DECK	51-00-62-6280		5.50	
							INVOICE TOTAL:	125.18 *
	2078742457	10/10/14	01	MATS	01-10-62-6221		34.73	
							INVOICE TOTAL:	34.73 *
	2078742578	10/10/14	01	10/10/14 UNIFORM SVC	01-11-60-6021		112.32	
			02	10/10/14 UNIFORM SVC	50-00-60-6021		40.80	
			03	10/10/14 UNIFORM SVC	80-00-60-6021		10.20	
			04	FLOOR MATS/TRAIN STN	51-00-62-6225		11.00	
	*** VOID---LEADER CHECK ***							
130799	ARA2525	ARAMARK UNIFORM SERVICES						
			05	FLOOR MATS/DECK	51-00-62-6280		5.50	
							INVOICE TOTAL:	179.82 *
	CHECK TOTAL:							665.10

INVOICES DUE ON/BEFORE 10/27/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130800	ATO3733	ATOMATIC MECHANICAL SVCS INC						
	MA28484	10/01/14	01	QTR 3 HVAC MTC:VILLAGE HALL	01-10-62-6220		1,032.50	
							INVOICE TOTAL:	1,032.50 *
	CHECK TOTAL:							1,032.50
130801	ATT	A T & T						
	14/708579068710	10/01/14	01	OCT 3 LINE SYS:579-0687	01-07-62-6210		197.93	
							INVOICE TOTAL:	197.93 *
	*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***							
130802	ATT	A T & T						
	14/708579108510	10/01/14	01	OCT FAX LINE 579-1085	01-07-62-6210		65.84	
							INVOICE TOTAL:	65.84 *
	*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***							
130803	ATT	A T & T						
	14/708579139410	10/01/14	01	OCT INVEST FAX LINE 579-1394	01-07-62-6210		77.55	
							INVOICE TOTAL:	77.55 *
	*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***							
130804	ATT	A T & T						
	14/708579230010	10/01/14	01	OCT SHARE/CENTREX SYS:579-2300	01-02-62-6210		463.07	
			02	OCT SHARE/CENTREX SYS:579-2300	01-03-62-6210		629.26	
			03	OCT SHARE/CENTREX SYS:579-2300	01-06-62-6210		348.52	

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INVOICES DUE ON/BEFORE 10/27/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
130804	ATT 14/708579230010	A T & T 10/01/14	04	OCT SHARE/CENTREX SYS:579-2300	01-07-62-6210		633.58
			05	OCT SHARE/CENTREX SYS:579-2300	01-09-62-6210		400.02
			06	OCT SHARE/CENTREX SYS:579-2300	01-11-62-6210		139.06
			07	OCT SHARE/CENTREX SYS:579-2300	50-00-62-6210		278.12
			08	OCT SHARE/CENTREX SYS:579-2300	80-00-62-6210		139.06
						INVOICE TOTAL:	3,030.69 *
					CHECK TOTAL:		3,030.69
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
130805	ATT 14/708579263110	A T & T 10/01/14	01	OCT GAR/ELEV SEC LINE 579-2631	51-00-62-6210		130.20
						INVOICE TOTAL:	130.20 *
					CHECK TOTAL:		130.20
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
130806	ATT 14/708579974710	A T & T 10/01/14	01	OCT FAX/MODEM LINE 579-9747	01-09-62-6210		130.19
						INVOICE TOTAL:	130.19 *
					CHECK TOTAL:		130.19
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
130807	ATT911 14/847734606010	A T & T 10/07/14	01	OCT E911 LINE SVC:847 734-6060	24-00-62-6210		1,363.56
						INVOICE TOTAL:	1,363.56 *
					CHECK TOTAL:		1,363.56
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
130808	ATT911	A T & T					

INVOICES DUE ON/BEFORE 10/27/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
130808	ATT911 14/847734606310	A T & T 10/07/14	01	OCT E911 LINE SVC:847 734-6063	24-00-62-6210		211.72
						INVOICE TOTAL:	211.72 *
					CHECK TOTAL:		211.72
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
130809	BALON 141022	CRAIG BALON 10/22/14	01	REFUND COURT ORD. PAYRLL DEDCT	01-00-31-3119		315.67
						INVOICE TOTAL:	315.67 *
					CHECK TOTAL:		315.67
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
130810	BOU2353 81560906	BOUND TREE MEDICAL LLC 10/02/14	01	MASKS;GOWNS FOR EBOLA	01-09-62-6253		97.04
						INVOICE TOTAL:	97.04 *
					CHECK TOTAL:		97.04
130811	BP7088 14/10	BP 10/15/14	01	OCT GAS/FUEL CHARGES	01-11-61-6102		61.02
						INVOICE TOTAL:	61.02 *
					CHECK TOTAL:		61.02
130812	BRO8091 3557526	BROOK ELECTRICAL DISTRIBUTION 09/29/14	01	60 LAMPS;BALLAST/SL	01-11-62-6223		2,038.00
						INVOICE TOTAL:	2,038.00 *
					CHECK TOTAL:		2,038.00

4-F.5

INVOICES DUE ON/BEFORE 10/27/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
130813	BRO9545	BROOKFIELD EXPRESS					
	14/09	09/30/14	01	SEPT WASHES	01-07-62-6220		255.00
						INVOICE TOTAL:	255.00 *
						CHECK TOTAL:	255.00
130814	CAS7911	CASE LOTS INC					
	1053	10/08/14	01	40X46 LINERS/CBD	01-10-62-6222		144.50
						INVOICE TOTAL:	144.50 *
						CHECK TOTAL:	144.50
130815	CAT6298	CATCHING FLUIDPOWER, INC					
	5947403	09/23/14	01	CPLGS;NIPPLE ASSBLY	01-11-62-6220		290.93
						INVOICE TOTAL:	290.93 *
	5947755	09/24/14	01	HOSES FOR SALT SPREADER/#8	01-11-62-6220		243.29
						INVOICE TOTAL:	243.29 *
	5950324	10/03/14	01	2 HOSES FOR TRACKLESS	01-11-62-6220		39.19
						INVOICE TOTAL:	39.19 *
						CHECK TOTAL:	573.41
130816	CER560	CERTIFIED FLEET SERVICES, INC					
	PM7443	10/08/14	01	SERVICE ENGINE #1113	01-09-62-6220		1,545.00
						INVOICE TOTAL:	1,545.00 *
						CHECK TOTAL:	1,545.00
130817	CHI200	CHICAGO COMMUNICATION SERVICE					
	264879	10/07/14	01	REPAIR HEADSET/#1115	01-09-62-6220		260.00
						INVOICE TOTAL:	260.00 *
						CHECK TOTAL:	260.00

INVOICES DUE ON/BEFORE 10/27/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
130818	CIMBALIS	THOMAS CIMBALISTA					
	3865	10/06/14	01	REIMBURSE FOR BOOTS	01-07-60-6021		106.24
						INVOICE TOTAL:	106.24 *
	3866	10/06/14	01	REIMBURSE FOR BOOTS	01-07-60-6021		82.78
						INVOICE TOTAL:	82.78 *
						CHECK TOTAL:	189.02
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
130819	CLE	BRIAN CLEVELAND					
	140815	08/15/14	01	REFUND FLOOD CONTR FEE	01-00-51-5110		50.00
						INVOICE TOTAL:	50.00 *
						CHECK TOTAL:	50.00
130820	CLO2784	CLOSED CIRCUIT INNOVATIONS					
	5502	10/09/14	01	NOV 1/3	01-10-62-6222		286.67
			02	NOV 1/3	01-10-62-6223		286.66
			03	NOV 1/3	51-00-62-6280		286.67
						INVOICE TOTAL:	860.00 *
						CHECK TOTAL:	860.00
130821	COL1710	COLLINS & RADJA					
	6420	09/15/14	01	OCT-DEC 2014 RETAINER	75-00-62-6233		300.00
						INVOICE TOTAL:	300.00 *
						CHECK TOTAL:	300.00
130822	COL226	COLLEY ELEVATOR CO					
	132997	10/01/14	01	ELEV INSPECTION/VH	01-10-62-6220		330.00

4-File

INVOICES DUE ON/BEFORE 10/27/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
130822	COL226	COLLEY ELEVATOR CO					
	132997	10/01/14	02	ELEV INSPECTION/PARKING DECK	51-00-62-6280		330.00
						INVOICE TOTAL:	660.00 *
						CHECK TOTAL:	660.00
130823	COM3001	COMCAST CABLE					
	141008	10/08/14	01	NOV CABLE SERVICE/VH	01-19-62-6230		12.63
						INVOICE TOTAL:	12.63 *
						CHECK TOTAL:	12.63
130824	COM3002	COMCAST CABLE					
	0017078-14/11-2	10/08/14	01	NOV HIGH SPEED INTERNET/DPW	01-19-62-6230		129.90
						INVOICE TOTAL:	129.90 *
	0130848-14/11	10/08/14	01	NOV HIGH SPEED INTERNET/PD;FD	01-19-62-6230		142.85
						INVOICE TOTAL:	142.85 *
	0130871-14/11	10/08/14	01	NOV HIGH SPEED INTERNET/VH	01-19-62-6230		142.85
						INVOICE TOTAL:	142.85 *
	141006	10/06/14	01	10-16/11-15	01-07-61-6100		84.58
						INVOICE TOTAL:	84.58 *
						CHECK TOTAL:	500.18
130825	COM6111	COM ED					
	14/09-S/L	10/06/14	01	SEP STREET LIGHTS	01-11-62-6211		2,184.67
			02	SEP PARKING LOT LIGHTS	51-00-62-6211		808.03
						INVOICE TOTAL:	2,992.70 *
	14/10-SL	10/15/14	01	OCT STREET LIGHTS	01-11-62-6211		79.99

INVOICES DUE ON/BEFORE 10/27/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
130825	COM6111	COM ED					
	14/10-SL	10/15/14	02	OCT PARKING LOT LIGHTS	51-00-62-6211		29.58
						INVOICE TOTAL:	109.57 *
	14/10-W	10/17/14	01	OCT PUMPING	50-00-62-6211		33.98
						INVOICE TOTAL:	33.98 *
	141017	10/17/14	01	OCT STREET LIGHTS	01-11-62-6211		41.73
			02	OCT PARKING LOT LIGHTS	51-00-62-6211		15.43
						INVOICE TOTAL:	57.16 *
						CHECK TOTAL:	3,193.41
130826	CON1421	CONSTELLATION NEWENERGY INC					
	18740949	10/17/14	01	OCT PUMPING	50-00-62-6211		100.26
						INVOICE TOTAL:	100.26 *
	18742792	10/17/14	01	OCT STREET LIGHTS	01-11-62-6211		730.55
			02	OCT PARKING LOT LIGHTS	51-00-62-6211		270.21
						INVOICE TOTAL:	1,000.76 *
	18743274	10/17/14	01	OCT PUMPING	50-00-62-6211		2,447.26
						INVOICE TOTAL:	2,447.26 *
	18794532	10/18/14	01	OCT STREET LIGHTS	01-11-62-6211		84.32
			02	OCT PARKING LOT LIGHTS	51-00-62-6211		31.18
						INVOICE TOTAL:	115.50 *
	18794545	10/18/14	01	OCT STREET LIGHTS	01-11-62-6211		251.04
			02	OCT PARKING LOT LIGHTS	51-00-62-6211		92.85
						INVOICE TOTAL:	343.89 *
						CHECK TOTAL:	4,007.67
130827	COR2800	CORPORATE BENEFITS CONSULTANTS					

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INVOICES DUE ON/BEFORE 10/27/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130827	COR2800	CORPORATE BENEFITS CONSULTANTS						
	102014	10/01/14	01	OCT BROKERAGE;CONSULT FEE	01-02-60-6010		43.27	
			02	OCT BROKERAGE;CONSULT FEE	01-03-60-6010		125.73	
			03	OCT BROKERAGE;CONSULT FEE	01-06-60-6010		117.97	
			04	OCT BROKERAGE;CONSULT FEE	01-07-60-6010		819.77	
			05	OCT BROKERAGE;CONSULT FEE	01-09-60-6010		518.84	
			06	OCT BROKERAGE;CONSULT FEE	01-11-60-6010		212.27	
			07	OCT BROKERAGE;CONSULT FEE	50-00-60-6010		326.18	
			08	OCT BROKERAGE;CONSULT FEE	51-00-60-6010		55.11	
			09	OCT BROKERAGE;CONSULT FEE	80-00-60-6010		31.43	
			10	OCT BROKERAGE;CONSULT FEE	01-00-31-3105		749.43	
				INVOICE TOTAL:			3,000.00 *	
				CHECK TOTAL:			3,000.00	
130828	COU11	COURTNEY'S LANE						
	061125	09/24/14	01	SAFETY INSPECTION/#8	01-11-62-6220		52.00	
				INVOICE TOTAL:			52.00 *	
				CHECK TOTAL:			52.00	
130829	DAR6697	W S DARLEY & CO						
	17157501	09/26/14	01	CLOTHING/RAIMONDI	01-09-60-6021		41.18	
				INVOICE TOTAL:			41.18 *	
				CHECK TOTAL:			41.18	
130830	DIG9423	DIGITAL BUSINESS TECHNOLOGIES						
	10273	10/01/14	01	SHARP COPIER LEASE	01-11-61-6100		168.00	
			02	SHARP COPIER LEASE	50-00-61-6100		22.50	
			03	SHARP COPIER LEASE	80-00-61-6100		29.00	
				INVOICE TOTAL:			219.50 *	

INVOICES DUE ON/BEFORE 10/27/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130830	DIG9423	DIGITAL BUSINESS TECHNOLOGIES						
	10396	10/04/14	01	B&W AND COLOR COPIES	01-11-61-6100		32.00	
			02	B&W AND COLOR COPIES	01-11-66-6605		34.15	
			03	B&W AND COLOR COPIES	50-00-66-6605		33.00	
			04	B&W AND COLOR COPIES	80-00-66-6605		33.00	
				INVOICE TOTAL:			132.15 *	
				CHECK TOTAL:			351.65	
130831	DMJ603	D M J AUTOMOTIVE						
	2340	10/13/14	01	REPAIRS/CO1114	01-09-62-6220		241.00	
				INVOICE TOTAL:			241.00 *	
				CHECK TOTAL:			241.00	
130832	DRI4323	DRIVESHAFT UNLIMITED INC						
	62775	09/08/14	01	INSTALL 2 U-JOINTS/TRACKLESS	01-11-62-6220		63.10	
				INVOICE TOTAL:			63.10 *	
				CHECK TOTAL:			63.10	
130833	EAG4732	THE EAGLE UNIFORM COMPANY, INC						
	233866	10/10/14	01	PANTS;T-NECKS;GLOVES/ODOM	01-07-60-6021		398.00	
				INVOICE TOTAL:			398.00 *	
	233892	10/13/14	01	PATCHES;EMB;BUTTONS/ODOM	01-07-60-6021		149.90	
				INVOICE TOTAL:			149.90 *	
				CHECK TOTAL:			547.90	
130834	EPC2419	EPCO PAINT & WALLPAPER						
	12932640	09/22/14	01	10 OZ ALEX PLUS/PARKING DECK	51-00-62-6280		2.27	
				INVOICE TOTAL:			2.27 *	
				CHECK TOTAL:			2.27	

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INVOICES DUE ON/BEFORE 10/27/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130835	FAL5	FALOON & KENNEY						
	20560	10/07/14	01	SEPT PROSECUTING SVCS	01-04-62-6233		1,080.00	
			02	SEPT PROSECUTING SVCS	51-00-62-6230		120.00	
						INVOICE TOTAL:	1,200.00 *	
	20561	10/07/14	01	CODE VIOL@46 N MADISON	01-04-62-6234		715.50	
						INVOICE TOTAL:	715.50 *	
	20562	10/07/14	01	CODE VIOL@219 HAYES	01-04-62-6234		67.50	
						INVOICE TOTAL:	67.50 *	
	20564	10/07/14	01	CODE VIOL@ 939 S ASHLAND	01-04-62-6234		391.50	
						INVOICE TOTAL:	391.50 *	
	20565	10/07/14	01	CODE VIOL@133 WASHINGTON	01-04-62-6234		391.50	
						INVOICE TOTAL:	391.50 *	
	20566	10/07/14	01	CODE VIOL @52 S LG RD	01-04-62-6234		877.50	
						INVOICE TOTAL:	877.50 *	
	20567	10/07/14	01	CODE VIOL @ 67 BLUFF	01-04-62-6234		94.50	
						INVOICE TOTAL:	94.50 *	
		*** VOID---LEADER CHECK ***						
130836	FAL5	FALOON & KENNEY						
	20568	10/07/14	01	ALIAS SUMMONS RE:835 BRAINARD	01-04-62-6234		6.00	
						INVOICE TOTAL:	6.00 *	
						CHECK TOTAL:	3,744.00	
130837	FIR/CD	FIRST NATIONAL BANK/LA GRANGE						
	141020	10/03/14	01	IEHA ANNUAL EDUCATION EXP	01-06-60-6020		308.08	
						INVOICE TOTAL:	308.08 *	
						CHECK TOTAL:	308.08	

INVOICES DUE ON/BEFORE 10/27/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130838	FIR/DPW	FIRST NATL BANK OF LA GRANGE						
	141006-1	10/06/14	01	BNSF CONTRACTOR COURSE	01-11-60-6020		15.00	
						INVOICE TOTAL:	15.00 *	
	141006-2	10/06/14	01	BNSF CONTRACTOR COURSE	01-11-60-6020		180.00	
			02	BNSF CONTRACTOR COURSE	50-00-60-6020		105.00	
			03	BNSF CONTRACTOR COURSE	80-00-60-6020		30.00	
						INVOICE TOTAL:	315.00 *	
						CHECK TOTAL:	330.00	
130839	FIR/FD	FIRST NATIONAL BANK/LA GRANGE						
	141013	10/13/14	01	GIFT CARDS FOR OPEN HOUSE VOL	01-09-62-6250		274.75	
						INVOICE TOTAL:	274.75 *	
	141015	10/15/14	01	LODGING/IFCA CONFERENCE	01-09-60-6020		142.38	
			02	DINNER/IFCA CONFERENCE	01-09-60-6020		48.16	
						INVOICE TOTAL:	190.54 *	
						CHECK TOTAL:	465.29	
130840	FIR/PD	FIRST NATIONAL BANK/LA GRANGE						
	141009	10/09/14	01	HOLIDAY INN/STRASSER TRAINING	01-07-60-6020		241.30	
						INVOICE TOTAL:	241.30 *	
	141013	10/13/14	01	COOK CO COURT SOFTWARE	01-07-66-6600		92.00	
						INVOICE TOTAL:	92.00 *	
	141013INT	10/13/14	01	INTEREST	01-07-66-6600		9.47	
						INVOICE TOTAL:	9.47 *	
						CHECK TOTAL:	342.77	
130841	FIR245	FIREGROUND SUPPLY INC						

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INVOICES DUE ON/BEFORE 10/27/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130841	FIR245	FIREGROUND SUPPLY INC						
	13075	10/03/14	01	UNIFORM CLOTHING/GAY;CONRAD	01-09-60-6020		354.94	
						INVOICE TOTAL:	354.94 *	
	13105	10/08/14	01	UNIFORM/BENSFIELD	01-09-60-6020		146.85	
						INVOICE TOTAL:	146.85 *	
						CHECK TOTAL:	501.79	
130842	FIT235	FITNESS EXPERTS						
	301-1418	08/07/14	01	KETTLE BELLS & RACK	22-00-66-6600		903.00	
						INVOICE TOTAL:	903.00 *	
						CHECK TOTAL:	903.00	
130843	FLE8471	FLEETPRIDE						
	64062308	09/30/14	01	TENSION BELT/TRACKLESS	01-11-62-6220		214.07	
						INVOICE TOTAL:	214.07 *	
						CHECK TOTAL:	214.07	
130844	FRE8445	FREEWAY FORD & TRUCK SALES INC						
	448808	09/12/14	01	RADIO/#7	01-11-62-6220		225.00	
						INVOICE TOTAL:	225.00 *	
						CHECK TOTAL:	225.00	
130845	FUL5550	FULLER'S CAR WASH						
	10/09-421	10/01/14	01	SEPT VEHICLE WASHES/#62	01-11-62-6220		9.00	
			02	SEPT VEHICLE WASHES/#46	01-06-62-6220		28.75	
						INVOICE TOTAL:	37.75 *	

INVOICES DUE ON/BEFORE 10/27/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130845	FUL5550	FULLER'S CAR WASH						
	14/09	10/01/14	01	SEPT WASHES	01-07-62-6220		23.00	
						INVOICE TOTAL:	23.00 *	
						CHECK TOTAL:	60.75	
130846	GAB603	JULIE GABRISAK						
	P2H3104	09/23/14	01	REFUND MEDIATED PARKING TICKET	51-00-52-5229		35.00	
						INVOICE TOTAL:	35.00 *	
						CHECK TOTAL:	35.00	
130847	GEN5228	GENCAR INC						
	80292	08/29/14	01	AA BATTERIES	01-11-62-6220		71.92	
						INVOICE TOTAL:	71.92 *	
	80303	08/29/14	01	MASONRY DRILL BITS/DPW ANTENNA	01-10-62-6220		16.68	
						INVOICE TOTAL:	16.68 *	
	80363	09/05/14	01	CABLE TIES/STONE STN	01-10-62-6223		4.99	
						INVOICE TOTAL:	4.99 *	
	80376	09/05/14	01	SCREW EXTRACTOR/SL	01-11-62-6223		10.49	
						INVOICE TOTAL:	10.49 *	
	80391	09/05/14	01	SAWZALL BLADES/#74	50-00-62-6220		47.98	
						INVOICE TOTAL:	47.98 *	
	80392	09/05/14	01	12" SAWZALL BLADES/BASINS	80-00-62-6220		24.99	
						INVOICE TOTAL:	24.99 *	
						CHECK TOTAL:	177.05	
130848	HAM252	NANCY HAMILTON						

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INVOICES DUE ON/BEFORE 10/27/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
130848	HAM252	NANCY HAMILTON					
	141014	10/14/14	01	REFUND OVERPYMT WATER BILL	50-00-52-5200		273.04
						INVOICE TOTAL:	273.04 *
						CHECK TOTAL:	273.04
130849	HAN1562	HANSON MATERIAL SERVICE					
	5451106	09/27/14	01	3 LOADS CA6/STOCK	01-11-62-6220		402.08
						INVOICE TOTAL:	402.08 *
						CHECK TOTAL:	402.08
130850	HAV5501	HAVOLINE XPRESS LUBE					
	241676	10/01/14	01	OIL CHANGE/#521	01-07-62-6220		33.21
						INVOICE TOTAL:	33.21 *
	245600	10/15/14	01	OIL CHANGE/#520	01-07-62-6220		33.21
						INVOICE TOTAL:	33.21 *
						CHECK TOTAL:	66.42
130851	HEA6201	HEARTLAND RECYCLING LLC					
	9015	09/30/14	01	6 LOADS STREET SWEEPINGS	01-11-62-6263		1,667.12
						INVOICE TOTAL:	1,667.12 *
						CHECK TOTAL:	1,667.12
130852	HEU2315	HEUER & ASSOCIATES					
	14-075	09/02/14	01	PLAN REV#609 S 8TH	01-00-35-3511		260.83
						INVOICE TOTAL:	260.83 *
	14-083	10/07/14	01	PLAN REV#38 N EDGEWOOD	01-00-35-3511		1,007.36
						INVOICE TOTAL:	1,007.36 *

INVOICES DUE ON/BEFORE 10/27/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
130852	HEU2315	HEUER & ASSOCIATES					
	14-084	10/07/14	01	PLAN REV#117 S LG RD	01-00-35-3511		1,550.48
						INVOICE TOTAL:	1,550.48 *
	14-088	10/09/14	01	PLAN REV#68 N PECK	01-00-35-3511		344.55
						INVOICE TOTAL:	344.55 *
	14-089	10/16/14	01	DRAINAGE INVESTIGATION	01-06-62-6230		1,980.14
						INVOICE TOTAL:	1,980.14 *
						CHECK TOTAL:	5,143.36
130853	HOL8640	HOLLAND & KNIGHT LLP					
	3104678	10/15/14	01	SEP LGL:RETAINER SVCS	01-04-62-6239		5,600.00
						INVOICE TOTAL:	5,600.00 *
	3104681	10/15/14	01	SEP LGL: ZONING	01-04-62-6235		16,065.00
						INVOICE TOTAL:	16,065.00 *
	3104682	10/15/14	01	SEP LGL: RETAINER	01-04-62-6239		1,082.00
						INVOICE TOTAL:	1,082.00 *
						CHECK TOTAL:	22,747.00
130854	HOM1831	HOME DEPOT CREDIT SERVICES					
	0566158	08/27/14	01	ALUM SOFIT;ENDCAPS;PAINT;ETC	51-00-62-6225		60.04
						INVOICE TOTAL:	60.04 *
	1021758	09/25/14	01	7" SEGMENTED DIAMOND BLADE	80-00-62-6220		32.97
						INVOICE TOTAL:	32.97 *
	3021352	09/23/14	01	RECIESEAL;CLOTHESLINE/SHOP	01-11-62-6220		14.22
						INVOICE TOTAL:	14.22 *

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INVOICES DUE ON/BEFORE 10/27/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130854	HOM1831	HOME DEPOT CREDIT SERVICES						
	4023185	10/02/14	01	CLOTHESLINE;TIE DOWNS/LEAF KIN	01-11-62-6220		13.70	
						INVOICE TOTAL:	13.70 *	
	5584393	10/01/14	01	GRAY PRIMER;BLK PAINT/#6	01-11-62-6220		26.35	
						INVOICE TOTAL:	26.35 *	
	6022746	09/30/14	01	6' MAILBOX POST/VH	01-10-62-6220		10.43	
						INVOICE TOTAL:	10.43 *	
					CHECK TOTAL:		157.71	
130855	HOR60	HORTON'S OF LA GRANGE						
	168359	10/03/14	01	BATTERIES;HOSE NOZZLE	01-09-61-6100		19.98	
						INVOICE TOTAL:	19.98 *	
	168364	10/04/14	01	FOLDING STEP STOOL	01-07-61-6100		15.99	
						INVOICE TOTAL:	15.99 *	
	168520	10/17/14	01	CLEAR MINI-LIGHTS	01-10-62-6222		6,000.00	
			02	CLEAR MINI-LIGHTS	01-10-62-6223		692.00	
						INVOICE TOTAL:	6,692.00 *	
					CHECK TOTAL:		6,727.97	
130856	ILD1928	ILLINOIS DEPT OF AGRICULTURE						
	140918	09/18/14	01	SCALE INSPECTION #5C000315	01-07-62-6220		800.00	
						INVOICE TOTAL:	800.00 *	
					CHECK TOTAL:		800.00	
130857	ILF702	ILLINOIS FIRE EXTINGUISHER INC						
	192482	09/10/14	01	INSP;REPAIR FIRE EXTINGUISHERS	01-10-62-6220		346.56	
						INVOICE TOTAL:	346.56 *	
					CHECK TOTAL:		346.56	

INVOICES DUE ON/BEFORE 10/27/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130858	ILSP	ILLINOIS STATE POLICE						
	140930	09/30/14	01	LIQUOR LICENSE FINGERPRINTS	01-02-61-6100		126.00	
						INVOICE TOTAL:	126.00 *	
					CHECK TOTAL:		126.00	
	*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***							
130859	ILT2700	ILLINOIS TOLLWAY						
	G14607692	10/14/14	01	2 NEW TOLL TRANSPONDERS	01-09-61-6100		20.00	
						INVOICE TOTAL:	20.00 *	
					CHECK TOTAL:		20.00	
130860	INF5350	INFINITY SIGNS & GRAPHICS						
	5838-2	08/28/14	01	ART OF FOOD BANNER	01-06-62-6239		155.00	
						INVOICE TOTAL:	155.00 *	
	5847-2	09/06/14	01	BUSINESS OPEN SIGN	01-11-62-6264		190.58	
						INVOICE TOTAL:	190.58 *	
					CHECK TOTAL:		345.58	
130861	JAC6642	JACK'S						
	59937	09/11/14	01	3 STIHL ADAPTERS	01-11-61-6100		26.85	
						INVOICE TOTAL:	26.85 *	
					CHECK TOTAL:		26.85	
130862	JL875	J & L ELECTRONIC SERVICE, INC						
	88213G	10/03/14	01	REPAIR CONSOLE ALARM	24-00-62-6220		105.00	
						INVOICE TOTAL:	105.00 *	
					CHECK TOTAL:		105.00	

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INVOICES DUE ON/BEFORE 10/27/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130863	KAN150	KANE, MCKENNA & ASSOCIATES, INC						
	12630	09/30/14	01	CONF CALL RE:OPUS DEVELOPMT	01-06-62-6230		300.00	
						INVOICE TOTAL:	300.00 *	
						CHECK TOTAL:	300.00	
130864	KONKEY	SETH & KELLY KONKEY						
	141020	10/20/14	01	REFUND ESCROW BAL;BOND/637 10T	01-00-38-3800		4,870.44	
						INVOICE TOTAL:	4,870.44 *	
						CHECK TOTAL:	4,870.44	
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***				
130865	KOTRBA	DAVE KOTRBA						
	141017	10/17/14	01	REIMBURSE FOR BOOTS PURCHASE	51-00-60-6021		362.64	
						INVOICE TOTAL:	362.64 *	
						CHECK TOTAL:	362.64	
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***				
130866	LGM687	LA GRANGE MATERIALS INC						
	70147	09/02/14	01	SPECO PLUG;EXT RINGS;AMERMIX	80-00-62-6220		232.00	
						INVOICE TOTAL:	232.00 *	
						CHECK TOTAL:	232.00	
130867	MES124	MES - ILLINOIS						
	00562795	09/30/14	01	MENS STRUCTURAL BOOT/CHIEF GAY	01-09-60-6021		352.07	
						INVOICE TOTAL:	352.07 *	
						CHECK TOTAL:	352.07	

INVOICES DUE ON/BEFORE 10/27/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130868	MGP701	MGP, INC						
	2331	09/30/14	01	SPE 2014 GIS CONSORTIUM	50-00-62-6230		2,416.40	
			02	SPE 2014 GIS CONSORTIUM	80-00-62-6230		1,035.60	
						INVOICE TOTAL:	3,452.00 *	
						CHECK TOTAL:	3,452.00	
130869	MID1	MIDWEST ORTHOPAEDICS						
	4895	08/21/14	01	PRE-EMPL EXAM/CAHILL	01-12-62-6272		1,706.00	
			02	RESP CLEARANCE/4 DPW EMPL	01-11-60-6010		325.00	
			03	PRE-EMPL EXAM/KANG	01-12-62-6272		1,145.00	
			04	RTW/MCREYNOLDS	01-09-60-6010		80.00	
			05	RTW/ROGERS	01-07-60-6010		80.00	
			06	PRE-EMPL VISION/XING GUARD	01-07-60-6010		25.00	
						INVOICE TOTAL:	3,361.00 *	
						CHECK TOTAL:	3,361.00	
130870	MIN500	MINER ELECTRONICS CORP						
	254804	10/08/14	01	RADAR ANTENNA/#526	01-07-62-6220		153.00	
						INVOICE TOTAL:	153.00 *	
						CHECK TOTAL:	153.00	
130871	MOB3614	MOBILE FASTENER CO						
	26261/62	10/01/14	01	NUTS;CABLE TIES;ETC/SHOP	01-11-62-6220		237.20	
						INVOICE TOTAL:	237.20 *	
						CHECK TOTAL:	237.20	
130872	MUN7330	MUNICIPAL SYSTEMS, INC						
	10212	10/01/14	01	SEPT	27-00-68-6899		650.00	
						INVOICE TOTAL:	650.00 *	
						CHECK TOTAL:	650.00	

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INVOICES DUE ON/BEFORE 10/27/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
130873	NEX4181	NEXTEL COMMUNICATIONS					
	665512518-152	10/12/14	01	SEPT CALL SERVICE/FD	01-09-62-6210		147.94
						INVOICE TOTAL:	147.94 *
						CHECK TOTAL:	147.94
130874	NIC5407	NICOR GAS					
	141017	10/21/14	01	OCT GAS CHARGES/TRAIN STN	51-00-62-6225		84.18
						INVOICE TOTAL:	84.18 *
						CHECK TOTAL:	84.18
130875	NOR355	NORTH EAST MULTI-REGIONAL					
	187605	10/10/14	01	40HR JUVENILE SPEC. SOFTWARE	01-07-60-6020		120.00
						INVOICE TOTAL:	120.00 *
						CHECK TOTAL:	120.00
130876	OFF8804	OFFICE DEPOT					
	733013196001	10/14/14	01	RECORD BOOK;INDEX CARDS	01-09-61-6100		103.49
						INVOICE TOTAL:	103.49 *
						CHECK TOTAL:	103.49
130877	OHE1070	RAY O'HERRON CO., INC					
	1456788	10/07/14	01	PANTS;SHIRTS;SHOES/HANNON	51-00-60-6021		374.82
						INVOICE TOTAL:	374.82 *
	1456789	10/07/14	01	PANTS;TIE BAR/KOTRBA	51-00-60-6021		158.59
						INVOICE TOTAL:	158.59 *
	1456791	10/07/14	01	ACADEMY CLOTHES;SUPPLIES/HON	01-07-60-6021		542.51
						INVOICE TOTAL:	542.51 *

INVOICES DUE ON/BEFORE 10/27/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
130877	OHE1070	RAY O'HERRON CO., INC					
	1456792	10/07/14	01	HOLSTER;MAG POUCH/HON	01-07-60-6021		118.98
						INVOICE TOTAL:	118.98 *
	1456990	10/08/14	01	LONG SLEEVE SHIRT/KANG	01-07-60-6021		47.95
						INVOICE TOTAL:	47.95 *
	1457923	10/13/14	01	RETURNED BELT/KIELCZYNSKI	01-07-60-6021		-19.99
						INVOICE TOTAL:	-19.99 *
	1457924	10/13/14	01	SHIRTS;PATCHES;EMBR/KIELCZYNSK	01-07-60-6021		356.58
						INVOICE TOTAL:	356.58 *
				*** VOID---LEADER CHECK ***			
130878	OHE1070	RAY O'HERRON CO., INC					
	1457925	10/13/14	01	5PR PANTS/BERG	01-07-60-6021		224.95
						INVOICE TOTAL:	224.95 *
						CHECK TOTAL:	1,804.39
130879	PAY1080	PAYFLEX SYSTEMS USA, INC					
	121468-585136	10/11/14	01	OCT 2014 FLEX SPENDING FEE	01-19-68-6890		118.80
						INVOICE TOTAL:	118.80 *
						CHECK TOTAL:	118.80
130880	PG8432	P & G KEENE ELECTRICAL REBLDRS					
	190244	09/30/14	01	ALTERNATOR/TRACKLESS	01-11-62-6220		306.25
						INVOICE TOTAL:	306.25 *
						CHECK TOTAL:	306.25

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INVOICES DUE ON/BEFORE 10/27/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130881	PHI524	PHILLIP'S FLOWERS & GIFTS						
	0062701	09/30/14	01	GET WELL ARRGMT/BOJOVIC	01-12-68-6860		65.90	
						INVOICE TOTAL:	65.90 *	
						CHECK TOTAL:	65.90	
130882	PIN749	PINNER ELECTRIC, INC						
	24930	09/30/14	01	MONTHLY SIGNAL MTC/TILDEN	01-11-62-6223		115.00	
						INVOICE TOTAL:	115.00 *	
						CHECK TOTAL:	115.00	
130883	PRA5185	PRAIRIE MATERIAL SALES, INC						
	885833948	09/29/14	01	5YDS 4000PSI/133 DREXEL	80-00-62-6220		663.00	
						INVOICE TOTAL:	663.00 *	
						CHECK TOTAL:	663.00	
130884	QUA2080	QUARRY MATERIALS INC						
	51244	09/24/14	01	8.96 TONS SURFACE	01-11-62-6262		996.94	
						INVOICE TOTAL:	996.94 *	
	51294	09/25/14	01	9.64 TONS SURFACE	01-11-62-6262		559.12	
						INVOICE TOTAL:	559.12 *	
	51382	09/30/14	01	SURFACE;PRIMER/133 DREXEL SEWE	80-00-62-6220		410.98	
						INVOICE TOTAL:	410.98 *	
	51402	10/02/14	01	5.28 TONS SURFACE	01-11-62-6262		306.24	
						INVOICE TOTAL:	306.24 *	
	51417	10/03/14	01	SURFACE;BINDER;PRIMER	80-00-62-6220		380.86	
						INVOICE TOTAL:	380.86 *	
						CHECK TOTAL:	2,654.14	

INVOICES DUE ON/BEFORE 10/27/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130885	REL2250	RELIABLE MATERIALS LYONS						
	164723	09/24/14	01	DUMPING 6 LOADS ASPHALT	50-00-62-6220		594.00	
						INVOICE TOTAL:	594.00 *	
	164840	09/25/14	01	DUMPING 3 LOADS ASPHALT	80-00-62-6220		297.00	
						INVOICE TOTAL:	297.00 *	
						CHECK TOTAL:	891.00	
130886	ROM18	ROMEDEVILLE FIRE ACADEMY						
	2014-412	10/01/14	01	BOF SEP-NOV/KEVIN CAHILL	01-09-60-6020		2,900.00	
						INVOICE TOTAL:	2,900.00 *	
						CHECK TOTAL:	2,900.00	
130887	RUS6510	RUSSO POWER EQUIPMENT						
	2134431	09/08/14	01	FORESTRY TOOLS	01-11-62-6259		659.16	
						INVOICE TOTAL:	659.16 *	
						CHECK TOTAL:	659.16	
130888	RYA1727	D RYAN TREE & LANDSCAPE						
	2352	10/14/14	01	REMOVE 39 EAB PARKWAY TREES	40-00-66-6685		10,714.00	
			02	REMOVE 9 PARKWAY TREES	01-11-62-6259		3,345.00	
						INVOICE TOTAL:	14,059.00 *	
						CHECK TOTAL:	14,059.00	
130889	SAF3820	SAFETY KLEEN						
	64810647	10/02/14	01	PARTS WASHER SOLVENT/SHOP	01-11-62-6220		234.52	
						INVOICE TOTAL:	234.52 *	
						CHECK TOTAL:	234.52	

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INVOICES DUE ON/BEFORE 10/27/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130890	SCO283	SCOUT ELECTRIC SUPPLY CO						
	156918	09/05/14	01	MCL FUSES/WEST END FEST	01-10-62-6223		82.50	
			02	MED BASE MHP/SL	01-11-62-6223		50.85	
			03	FLOOD LIGHTS	01-10-62-6220		23.00	
						INVOICE TOTAL:	156.35 *	
						CHECK TOTAL:	156.35	
130891	SEC	SECRETARY OF STATE, ILLINOIS						
	141009	10/09/14	01	RENEW LIC PLATE #G652971	01-07-61-6100		101.00	
						INVOICE TOTAL:	101.00 *	
						CHECK TOTAL:	101.00	
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***				
130892	SEY3807	SEYFORTH SHAW LLP						
	2339044	09/26/14	01	LGL SVCS THROUGH SEPT 2014	01-04-62-6238		1,347.50	
						INVOICE TOTAL:	1,347.50 *	
						CHECK TOTAL:	1,347.50	
130893	SHA250	SHAW MEDIA						
	140930	09/30/14	01	LGL NTCS:PC #220; ZBA #604-605	01-12-62-6271		604.68	
						INVOICE TOTAL:	604.68 *	
						CHECK TOTAL:	604.68	
130894	STA8368	STAPLES ADVANTAGE						
	8031594234	10/04/14	01	COPY PAPER	01-02-61-6100		119.47	
			02	COPY PAPER	01-03-61-6100		59.73	
			03	COPY PAPER	01-06-61-6100		59.73	
						INVOICE TOTAL:	238.93 *	

INVOICES DUE ON/BEFORE 10/27/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130894	STA8368	STAPLES ADVANTAGE						
	8031594235	09/29/14	01	MISC OFFICE SUPPLIES	01-07-61-6100		154.05	
						INVOICE TOTAL:	154.05 *	
	8031691851	10/11/14	01	CREAMER;BATTERIES;ETC	01-03-61-6100		62.13	
						INVOICE TOTAL:	62.13 *	
						CHECK TOTAL:	455.11	
130895	SUB1950	SUBURBAN LABORATORIES						
	116416	09/30/14	01	ENTRY PORT SAMPLES	50-00-68-6899		2,000.00	
						INVOICE TOTAL:	2,000.00 *	
						CHECK TOTAL:	2,000.00	
130896	SUN8247	SUN-TIMES MEDIA						
	267517	09/30/14	01	LGL NTC:TREASURERS REPORT	01-03-61-6101		364.80	
			02	SALE ADS;WELLNESS FAIR;WEST EN	01-06-62-6239		1,495.00	
						INVOICE TOTAL:	1,859.80 *	
						CHECK TOTAL:	1,859.80	
130897	SWA9500	SWAN CLEANERS						
	4617	09/01/14	01	BLANKET CLEANING	01-07-62-6241		40.00	
						INVOICE TOTAL:	40.00 *	
						CHECK TOTAL:	40.00	
130898	TAM7500	TAMELING INDUSTRIES						
	97807	09/25/14	01	60YDS TOP SOIL/STUMPHOLES	01-11-62-6259		1,098.00	
						INVOICE TOTAL:	1,098.00 *	
						CHECK TOTAL:	1,098.00	

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INVOICES DUE ON/BEFORE 10/27/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
130899	TH01302	THOMPSON ELEVATOR					
	14-3568	10/01/14	01	ELEV INSPECT@339 S 9TH	01-06-62-6234		100.00
						INVOICE TOTAL:	100.00 *
	14-3679	10/14/14	01	ELEVATOR INSPECTIONS	01-06-62-6234		186.00
						INVOICE TOTAL:	186.00 *
						CHECK TOTAL:	286.00
130900	TRA31	TRAFFIC CONTROL PROTECTION INC					
	81331	09/26/14	01	PARKING SIGN/DEPUTY CHIEF	01-11-62-6264		112.30
						INVOICE TOTAL:	112.30 *
						CHECK TOTAL:	112.30
130901	TRI1483	TRIBUNE MEDIA GROUP					
	001562236	09/30/14	01	WEST END ADS;WELLNESS FAIR;SAL	01-06-62-6239		1,932.36
						INVOICE TOTAL:	1,932.36 *
						CHECK TOTAL:	1,932.36
130902	TRUSNER	L CURT TRUSNER					
	141020	10/20/14	01	REIMBURSE IEHA EXPENSES	01-06-60-6020		147.73
						INVOICE TOTAL:	147.73 *
						CHECK TOTAL:	147.73
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
130903	TWO8242	TWO TECHNOLOGIES INC					
	99389	10/02/14	01	50 ROLLS THERMAL PAPER	51-00-61-6100		151.63
						INVOICE TOTAL:	151.63 *
						CHECK TOTAL:	151.63

INVOICES DUE ON/BEFORE 10/27/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
130904	UPS106	THE UPS STORE					
	140929	09/29/14	01	SHIP BEAST TO PORTER LEE	01-07-61-6101		10.93
						INVOICE TOTAL:	10.93 *
						CHECK TOTAL:	10.93
130905	URB31	THE URBAN MUTT					
	60241	10/15/14	01	FOOD FOR DAK	01-07-68-6890		110.44
						INVOICE TOTAL:	110.44 *
						CHECK TOTAL:	110.44
130906	VER2550	VERIZON WIRELESS					
	9733209129	10/04/14	01	9-5/10-4	01-07-62-6210		353.02
						INVOICE TOTAL:	353.02 *
	9733672543	10/12/14	01	OCT MOBILE PHONE SVC	01-11-62-6210		167.73
			02	OCT MOBILE PHONE SVC	50-00-62-6210		120.49
			03	OCT MOBILE PHONE SVC	80-00-62-6210		12.14
			04	OCT MOBILE PHONE SVC	01-06-62-6210		6.53
			05	OCT MOBILE PHONE SVC	01-03-62-6210		38.96
			06	OCT MOBILE PHONE SVC	01-12-62-6230		50.18
						INVOICE TOTAL:	396.03 *
						CHECK TOTAL:	749.05
130907	VIS804	VISU-SEWER OF ILLINOIS					
	6727	09/25/14	01	LG RD SEWER TV & CLEANING	40-00-66-6686		1,875.00
			02	LG RD SEWER TV & CLEANING	80-00-66-6681		1,875.00
						INVOICE TOTAL:	3,750.00 *
						CHECK TOTAL:	3,750.00

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INVOICES DUE ON/BEFORE 10/27/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
130908	WAR1601	WAREHOUSE DIRECT					
	2457642	10/01/14	01	MISC OFFICE SUPPLIES	01-11-61-6101		51.55
						INVOICE TOTAL:	51.55 *
						CHECK TOTAL:	51.55
130909	WES82	WEST FUELS, INC					
	35914	10/01/14	01	715 GALS ULS DIESEL	01-00-17-1701		2,206.00
						INVOICE TOTAL:	2,206.00 *
	35915	10/01/14	01	1512 GALS GASOHOL	01-00-17-1701		4,407.04
						INVOICE TOTAL:	4,407.04 *
						CHECK TOTAL:	6,613.04
130910	WHO5620	WHOLESALE DIRECT INC					
	209959	09/17/14	01	AMBER BEACON;ON-OFF DPST/#6	01-11-62-6220		158.66
						INVOICE TOTAL:	158.66 *
	210213	10/01/14	01	REFLECTOR/#6	01-11-62-6220		4.62
						INVOICE TOTAL:	4.62 *
						CHECK TOTAL:	163.28
130911	XER2013	XEROX BUSINESS SERVICES					
	1085136	10/09/14	01	CONTRACT RENEWAL	24-00-62-6220		2,795.00
						INVOICE TOTAL:	2,795.00 *
						CHECK TOTAL:	2,795.00
130912	ZEE7814	ZEE MEDICAL INC					
	0100214183	09/24/14	01	PYRAMEX GLOVES/DPW	01-11-61-6100		37.73

INVOICES DUE ON/BEFORE 10/27/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
130912	ZEE7814	ZEE MEDICAL INC					
	0100214183	09/24/14	02	PYRAMEX GLOVES/WATER	50-00-61-6100		37.74
			03	PYRAMEX GLOVES/SEWER	80-00-61-6100		37.74
						INVOICE TOTAL:	113.21 *
						CHECK TOTAL:	113.21
						TOTAL AMOUNT PAID:	139,601.96

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JOURNAL DATE: 10/23/14 ACCOUNTING PERIOD: 06

ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
GENERAL FUND							
01	01-00-17-1701	PREPAID DIESEL FUEL	WES82	35914	715 GALS ULS DIESEL	2,206.00	
02	01-00-17-1701	PREPAID DIESEL FUEL	WES82	35915	1512 GALS GASOHOL	4,407.04	
03	01-00-31-3105	P/R-HOSPITALIZATION-EMPLOYEE	COR2800	102014	OCT BROKERAGE;CONSULT FEE	749.43	
04	01-00-31-3119	P/R-OTHER DEDUCTIONS	BALON	141022	REFUND COURT ORD. PAYRLL DED	315.67	
05	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	HEU2315	14-075	PLAN REV@609 S 8TH	260.83	
06	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	HEU2315	14-083	PLAN REV@38 N EDGEWOOD	1,007.36	
07	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	HEU2315	14-084	PLAN REV@117 S LG RD	1,550.48	
08	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	HEU2315	14-088	PLAN REV@68 N PECK	344.55	
09	01-00-38-3800	ESCROW - BUILDING PERMITS	KONKEY	141020	REFUND ESCROW BAL;BOND/637 1	4,870.44	
10	01-00-51-5110	BUILDING PERMITS	CLE	140815	REFUND FLOOD CONTR FEE	50.00	
11	01-02-60-6010	INSURANCE-HOSPITALIZATION	COR2800	102014	OCT BROKERAGE;CONSULT FEE	43.27	
12	01-02-61-6100	TOOLS & SUPPLIES	ILSP	140930	LIQUOR LICENSE FINGERPRINTS	126.00	
13	01-02-61-6100	TOOLS & SUPPLIES	STA8368	8031594234	COPY PAPER	119.47	
14	01-02-62-6210	TELEPHONE FEES	ATT	14/708579230010	OCT SHARE/CENTREX SYS:579-23	463.07	
15	01-02-62-6220	MTCE-EQUIPMENT	AIS6428	50807	SEPT IT CHARGES	47.50	
16	01-03-60-6010	INSURANCE-HOSPITALIZATION	COR2800	102014	OCT BROKERAGE;CONSULT FEE	125.73	
17	01-03-61-6100	TOOLS & SUPPLIES	STA8368	8031594234	COPY PAPER	59.73	
18	01-03-61-6100	TOOLS & SUPPLIES	STA8368	8031691851	CREAMER;BATTERIES;ETC	62.13	
19	01-03-61-6101	PRINTING,POSTAGE, & STATIONE	SUN8247	267517	LGL NTC:TREASURERS REPORT	364.80	
20	01-03-62-6210	TELEPHONE FEES	ATT	14/708579230010	OCT SHARE/CENTREX SYS:579-23	629.26	
21	01-03-62-6210	TELEPHONE FEES	VER2550	9733672543	OCT MOBILE PHONE SVC	38.96	
22	01-03-62-6220	MTCE-EQUIPMENT	AIS6428	50807	SEPT IT CHARGES	71.25	
23	01-04-62-6233	LEGAL-PROSECUTOR	FAL5	20560	SEPT PROSECUTING SVCS	1,080.00	
24	01-04-62-6234	LEGAL-PROSECUTOR (OTHER)	FAL5	20561	CODE VIOL@46 N MADISON	715.50	
25	01-04-62-6234	LEGAL-PROSECUTOR (OTHER)	FAL5	20562	CODE VIOL@219 HAYES	67.50	
26	01-04-62-6234	LEGAL-PROSECUTOR (OTHER)	FAL5	20564	CODE VIOL@ 939 S ASHLAND	391.50	
27	01-04-62-6234	LEGAL-PROSECUTOR (OTHER)	FAL5	20565	CODE VIOL@133 WASHINGTON	391.50	
28	01-04-62-6234	LEGAL-PROSECUTOR (OTHER)	FAL5	20566	CODE VIOL @52 S LG RD	877.50	
29	01-04-62-6234	LEGAL-PROSECUTOR (OTHER)	FAL5	20567	CODE VIOL @ 67 BLUFF	94.50	
30	01-04-62-6234	LEGAL-PROSECUTOR (OTHER)	FAL5	20568	ALIAS SUMMONS RE:835 BRAINAR	6.00	
31	01-04-62-6235	LEGAL-SPECIAL	HOL8640	3104681	SEP LGL: ZONING	16,065.00	
32	01-04-62-6238	LEGAL-PERSONNEL	SEY3807	2339044	LGL SVCS THROUGH SEPT 2014	1,347.50	
33	01-04-62-6239	LEGAL-PT(CONSULTANT)	HOL8640	3104678	SEP LGL:RETAINER SVCS	5,600.00	
34	01-04-62-6239	LEGAL-PT(CONSULTANT)	HOL8640	3104682	SEP LGL: RETAINER	1,082.00	
35	01-06-60-6010	INSURANCE-HOSPITALIZATION	COR2800	102014	OCT BROKERAGE;CONSULT FEE	117.97	
36	01-06-60-6020	TRAINING & MEMBERSHIP	FIR/CD	141020	IEHA ANNUAL EDUCATION EXP	308.08	
37	01-06-60-6020	TRAINING & MEMBERSHIP	TRUSNER	141020	REIMBURSE IEHA EXPENSES	147.73	
38	01-06-61-6100	TOOL & SUPPLIES	STA8368	8031594234	COPY PAPER	59.73	

JOURNAL DATE: 10/23/14 ACCOUNTING PERIOD: 06

ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
GENERAL FUND							
39	01-06-61-6101	PRINTING,POSTAGE, & STATIONE	ALP417	71920	DOOR HANGERS;INSPECT REPORTS	785.41	
40	01-06-62-6210	TELEPHONE FEES	ATT	14/708579230010	OCT SHARE/CENTREX SYS:579-23	348.52	
41	01-06-62-6210	TELEPHONE FEES	VER2550	9733672543	OCT MOBILE PHONE SVC	6.53	
42	01-06-62-6220	MTCE-EQUIPMENT	AIS6428	50807	SEPT IT CHARGES	166.25	
43	01-06-62-6220	MTCE-EQUIPMENT	FUL5550	10/09-421	SEPT VEHICLE WASHES/#46	28.75	
44	01-06-62-6230	PROFESSIONAL SERVICES	HEU2315	14-089	DRAINAGE INVESTIGATION	1,980.14	
45	01-06-62-6230	PROFESSIONAL SERVICES	KAN150	12630	CONF CALL RE:OPUS DEVELOPMT	300.00	
46	01-06-62-6234	ELEVATOR INSPECTIONS	THO1302	14-3568	ELEV INSPECT@339 S 9TH	100.00	
47	01-06-62-6234	ELEVATOR INSPECTIONS	THO1302	14-3679	ELEVATOR INSPECTIONS	186.00	
48	01-06-62-6239	ECONOMIC DEVELOPMENT	INF5350	5838-2	ART OF FOOD BANNER	155.00	
49	01-06-62-6239	ECONOMIC DEVELOPMENT	SUN8247	267517	SALE ADS;WELLNESS FAIR;WEST	1,495.00	
50	01-06-62-6239	ECONOMIC DEVELOPMENT	TRI1483	001562236	WEST END ADS;WELLNESS FAIR;S	1,932.36	
51	01-07-60-6010	INSURANCE-HOSPITALIZATION	COR2800	102014	OCT BROKERAGE;CONSULT FEE	819.77	
52	01-07-60-6010	INSURANCE-HOSPITALIZATION	MID1	4895	RTW/ROGERS	80.00	
53	01-07-60-6010	INSURANCE-HOSPITALIZATION	MID1	4895	PRE-EMPL VISION/XING GUARD	25.00	
54	01-07-60-6020	TRAINING & MEMBERSHIP	FIR/PD	141009	HOLIDAY INN/STRASSER TRAININ	241.30	
55	01-07-60-6020	TRAINING & MEMBERSHIP	NOR355	187605	40HR JUVENILE SPEC. SOFTWARE	120.00	
56	01-07-60-6021	UNIFORMS	CIMBALIS	3865	REIMBURSE FOR BOOTS	106.24	
57	01-07-60-6021	UNIFORMS	CIMBALIS	3866	REIMBURSE FOR BOOTS	82.78	
58	01-07-60-6021	UNIFORMS	EAG4732	233866	PANTS;T-NECKS;GLOVES/ODOM	398.00	
59	01-07-60-6021	UNIFORMS	EAG4732	233892	PATCHES;EMB;BUTTONS/ODOM	149.90	
60	01-07-60-6021	UNIFORMS	OHE1070	1456791	ACADEMY CLOTHES;SUPPLIES/HON	542.51	
61	01-07-60-6021	UNIFORMS	OHE1070	1456792	HOLSTER;MAG POUCH/HON	118.98	
62	01-07-60-6021	UNIFORMS	OHE1070	1456990	LONG SLEEVE SHIRT/KANG	47.95	
63	01-07-60-6021	UNIFORMS	OHE1070	1457923	RETURNED BELT/KIELCZYNSKI		19.99
64	01-07-60-6021	UNIFORMS	OHE1070	1457924	SHIRTS;PATCHES;EMBR/KIELCZYNS	356.58	
65	01-07-60-6021	UNIFORMS	OHE1070	1457925	5PR PANTS/BERG	224.95	
66	01-07-61-6100	TOOLS & SUPPLIES	COM3002	141006	10-16/11-15	84.58	
67	01-07-61-6100	TOOLS & SUPPLIES	HOR60	168364	FOLDING STEP STOOL	15.99	
68	01-07-61-6100	TOOLS & SUPPLIES	SEC	141009	RENEW LIC PLATE #G652971	101.00	
69	01-07-61-6100	TOOLS & SUPPLIES	STA8368	8031594235	MISC OFFICE SUPPLIES	154.05	
70	01-07-61-6101	PRINTING,POSTAGE, & STATIONE	UPS106	140929	SHIP BEAST TO PORTER LEE	10.93	
71	01-07-62-6210	TELEPHONE FEES	ATT	14/708579068710	OCT 3 LINE SYS:579-0687	197.93	
72	01-07-62-6210	TELEPHONE FEES	ATT	14/708579108510	OCT FAX LINE 579-1085	65.84	
73	01-07-62-6210	TELEPHONE FEES	ATT	14/708579139410	OCT INVEST FAX LINE 579-1394	77.55	
74	01-07-62-6210	TELEPHONE FEES	ATT	14/708579230010	OCT SHARE/CENTREX SYS:579-23	633.58	
75	01-07-62-6210	TELEPHONE FEES	VER2550	9733209129	9-5/10-4	353.02	
76	01-07-62-6220	MTCE-EQUIPMENT	AIS6428	50807	SEPT IT CHARGES	783.75	

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GENERAL FUND							
77	01-07-62-6220	MTCE-EQUIPMENT	BRO9545	14/09	SEPT WASHES	255.00	
78	01-07-62-6220	MTCE-EQUIPMENT	FUL5550	14/09	SEPT WASHES	23.00	
79	01-07-62-6220	MTCE-EQUIPMENT	HAV5501	241676	OIL CHANGE/#521	33.21	
80	01-07-62-6220	MTCE-EQUIPMENT	HAV5501	245600	OIL CHANGE/#520	33.21	
81	01-07-62-6220	MTCE-EQUIPMENT	ILD1928	140918	SCALE INSPECTION #5C000315	800.00	
82	01-07-62-6220	MTCE-EQUIPMENT	MIN500	254804	RADAR ANTENNA/#526	153.00	
83	01-07-62-6241	PRISONER MEALS	SWA9500	4617	BLANKET CLEANING	40.00	
84	01-07-66-6600	NEW EQUIPMENT	FIR/PD	141013	COOK CO COURT SOFTWARE	92.00	
85	01-07-66-6600	NEW EQUIPMENT	FIR/PD	141013INT	INTEREST	9.47	
86	01-07-68-6890	CANINE UNIT	URB31	60241	FOOD FOR DAK	110.44	
87	01-09-60-6010	INSURANCE-HOSPITALIZATION	COR2800	102014	OCT BROKERAGE;CONSULT FEE	518.84	
88	01-09-60-6010	INSURANCE-HOSPITALIZATION	MID1	4895	RTW/MCREYNOLDS	80.00	
89	01-09-60-6020	TRAINING & MEMBERSHIP	FIR/FD	141015	LODGING/IFCA CONFERENCE	142.38	
90	01-09-60-6020	TRAINING & MEMBERSHIP	FIR/FD	141015	DINNER/IFCA CONFERENCE	48.16	
91	01-09-60-6020	TRAINING & MEMBERSHIP	FIR245	13075	UNIFORM CLOTHING/GAY;CONRAD	354.94	
92	01-09-60-6020	TRAINING & MEMBERSHIP	FIR245	13105	UNIFORM/BENSFIELD	146.85	
93	01-09-60-6020	TRAINING & MEMBERSHIP	ROM18	2014-412	BOF SEP-NOV/KEVIN CAHILL	2,900.00	
94	01-09-60-6021	UNIFORMS	DAR6697	17157501	CLOTHING/RAIMONDI	41.18	
95	01-09-60-6021	UNIFORMS	MES124	00562795	MENS STRUCTURAL BOOT/CHIEF G	352.07	
96	01-09-61-6100	TOOLS & SUPPLIES	ALP417	72212	BUS CARDS/GAY;BENSFIELD,SIRG	254.70	
97	01-09-61-6100	TOOLS & SUPPLIES	ARA2525	2078649533	MAT & MOP SERVICE/FD	40.28	
98	01-09-61-6100	TOOLS & SUPPLIES	HOR60	168359	BATTERIES;HOSE NOZZLE	19.98	
99	01-09-61-6100	TOOLS & SUPPLIES	ILT2700	G14607692	2 NEW TOLL TRANSPONDERS	20.00	
100	01-09-61-6100	TOOLS & SUPPLIES	OFF8804	733013196001	RECORD BOOK;INDEX CARDS	103.49	
101	01-09-62-6210	TELEPHONE FEES	ATT	14/708579230010	OCT SHARE/CENTREX SYS:579-23	400.02	
102	01-09-62-6210	TELEPHONE FEES	ATT	14/708579974710	OCT FAX/MODEM LINE 579-9747	130.19	
103	01-09-62-6210	TELEPHONE FEES	NEX4181	665512518-152	SEPT CALL SERVICE/FD	147.94	
104	01-09-62-6220	MTCE-EQUIPMENT	AIS6428	50807	SEPT IT CHARGES	71.25	
105	01-09-62-6220	MTCE-EQUIPMENT	CER560	PM7443	SERVICE ENGINE #1113	1,545.00	
106	01-09-62-6220	MTCE-EQUIPMENT	CHI200	264879	REPAIR HEADSET/#1115	260.00	
107	01-09-62-6220	MTCE-EQUIPMENT	DMJ603	2340	REPAIRS/CO1114	241.00	
108	01-09-62-6250	FIRE PREVENTION	FIR/FD	141013	GIFT CARDS FOR OPEN HOUSE VO	274.75	
109	01-09-62-6253	EMERGENCY MED. SUPPLIES	BOU2353	81560906	MASKS;GOWNS FOR EBOLA	97.04	
110	01-10-62-6220	MTCE-EQUIPMENT	ATO3733	MA28484	QTR 3 HVAC MTC:VILLAGE HALL	1,032.50	
111	01-10-62-6220	MTCE-EQUIPMENT	COL226	132997	ELEV INSPECTION/VH	330.00	
112	01-10-62-6220	MTCE-EQUIPMENT	GEN5228	80303	MASONRY DRILL BITS/DPW ANTEN	16.68	
113	01-10-62-6220	MTCE-EQUIPMENT	HOM1831	6022746	6' MAILBOX POST/VH	10.43	
114	01-10-62-6220	MTCE-EQUIPMENT	ILF702	192482	INSP;REPAIR FIRE EXTINGUISHE	346.56	

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GENERAL FUND							
115	01-10-62-6220	MTCE-EQUIPMENT	SCO283	156918	FLOOD LIGHTS	23.00	
116	01-10-62-6221	MTCE-BUILDING	ARA2525	2078723507	MATS	34.73	
117	01-10-62-6221	MTCE-BUILDING	ARA2525	2078742457	MATS	34.73	
118	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	CAS7911	1053	40X46 LINERS/CBD	144.50	
119	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	CLO2784	5502	NOV 1/3	286.67	
120	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	HOR60	168520	CLEAR MINI-LIGHTS	6,000.00	
121	01-10-62-6223	MTCE. WEST END BUS. DIST.	CLO2784	5502	NOV 1/3	286.66	
122	01-10-62-6223	MTCE. WEST END BUS. DIST.	GEN5228	80363	CABLE TIES/STONE STN	4.99	
123	01-10-62-6223	MTCE. WEST END BUS. DIST.	HOR60	168520	CLEAR MINI-LIGHTS	692.00	
124	01-10-62-6223	MTCE. WEST END BUS. DIST.	SCO283	156918	MCL FUSES/WEST END FEST	82.50	
125	01-11-60-6010	INSURANCE-HOSPITALIZATION	COR2800	102014	OCT BROKERAGE;CONSULT FEE	212.27	
126	01-11-60-6010	INSURANCE-HOSPITALIZATION	MID1	4895	RESP CLEARANCE/4 DPW EMPL	325.00	
127	01-11-60-6020	TRAINING & MEMBERSHIP	FIR/DPW	141006-1	BNSF CONTRACTOR COURSE	15.00	
128	01-11-60-6020	TRAINING & MEMBERSHIP	FIR/DPW	141006-2	BNSF CONTRACTOR COURSE	180.00	
129	01-11-60-6021	UNIFORMS	ARA2525	2078714297	9/19/14 UNIFORM SVC	57.68	
130	01-11-60-6021	UNIFORMS	ARA2525	2078723632	9/26/14 UNIFORM SERVICE	57.68	
131	01-11-60-6021	UNIFORMS	ARA2525	2078733224	10/3/14 UNIFORM SVC	57.68	
132	01-11-60-6021	UNIFORMS	ARA2525	2078742578	10/10/14 UNIFORM SVC	112.32	
133	01-11-61-6100	TOOLS & SUPPLIES	DIG9423	10273	SHARP COPIER LEASE	168.00	
134	01-11-61-6100	TOOLS & SUPPLIES	DIG9423	10396	B&W AND COLOR COPIES	32.00	
135	01-11-61-6100	TOOLS & SUPPLIES	JAC6642	59937	3 STIHL ADAPTERS	26.85	
136	01-11-61-6100	TOOLS & SUPPLIES	ZEE7814	0100214183	PYRAMEX GLOVES/DPW	37.73	
137	01-11-61-6101	PRINTING, POSTAGE, & STATIONE	ALP417	72048	2 BOXES ENVELOPES	116.16	
138	01-11-61-6101	PRINTING, POSTAGE, & STATIONE	WAR1601	2457642	MISC OFFICE SUPPLIES	51.55	
139	01-11-61-6102	GAS & OIL	BP7088	14/10	OCT GAS/FUEL CHARGES	61.02	
140	01-11-62-6210	TELEPHONE FEES	ATT	14/708579230010	OCT SHARE/CENTREX SYS:579-23	139.06	
141	01-11-62-6210	TELEPHONE FEES	VER2550	9733672543	OCT MOBILE PHONE SVC	167.73	
142	01-11-62-6211	ELECTRIC FEES	COM6111	14/09-S/L	SEP STREET LIGHTS	2,184.67	
143	01-11-62-6211	ELECTRIC FEES	COM6111	14/10-SL	OCT STREET LIGHTS	79.99	
144	01-11-62-6211	ELECTRIC FEES	COM6111	141017	OCT STREET LIGHTS	41.73	
145	01-11-62-6211	ELECTRIC FEES	CON1421	18742792	OCT STREET LIGHTS	730.55	
146	01-11-62-6211	ELECTRIC FEES	CON1421	18794532	OCT STREET LIGHTS	84.32	
147	01-11-62-6211	ELECTRIC FEES	CON1421	18794545	OCT STREET LIGHTS	251.04	
148	01-11-62-6220	MTCE-EQUIPMENT	AIR8025	9922083446	ACETYLENE;AIR;ARGON OXYGEN	89.80	
149	01-11-62-6220	MTCE-EQUIPMENT	AIS6428	50807	SEPT IT CHARGES	190.00	
150	01-11-62-6220	MTCE-EQUIPMENT	AM8623	470351	AIR FLOW SENSOR/#29	134.99	
151	01-11-62-6220	MTCE-EQUIPMENT	AM8623	470371	ANTISIEZE;GLUE;TUNEUP/SHOP	33.01	
152	01-11-62-6220	MTCE-EQUIPMENT	AM8623	470716	MAF;SENSOR/#29	136.10	

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GENERAL FUND							
153	01-11-62-6220	MTCE-EQUIPMENT	AM8623	470718	RETURNED AIR FLOW SENSOR/#29		134.99
154	01-11-62-6220	MTCE-EQUIPMENT	AM8623	471715	OIL FILTER;THREAD LOCKER/#6	57.73	
155	01-11-62-6220	MTCE-EQUIPMENT	AM8623	472457	16" INNER TUBE/LEAF KING	11.00	
156	01-11-62-6220	MTCE-EQUIPMENT	CAT6298	5947403	CPLGS;NIPPLE ASSBLY	290.93	
157	01-11-62-6220	MTCE-EQUIPMENT	CAT6298	5947755	HOSES FOR SALT SPREADER/#8	243.29	
158	01-11-62-6220	MTCE-EQUIPMENT	CAT6298	5950324	2 HOSES FOR TRACKLESS	39.19	
159	01-11-62-6220	MTCE-EQUIPMENT	COU11	061125	SAFETY INSPECTION/#8	52.00	
160	01-11-62-6220	MTCE-EQUIPMENT	DRI4323	62775	INSTALL 2 U-JOINTS/TRACKLESS	63.10	
161	01-11-62-6220	MTCE-EQUIPMENT	FLE8471	64062308	TENSION BELT/TRACKLESS	214.07	
162	01-11-62-6220	MTCE-EQUIPMENT	FRE8445	448808	RADIO/#7	225.00	
163	01-11-62-6220	MTCE-EQUIPMENT	FUL5550	10/09-421	SEPT VEHICLE WASHES/#62	9.00	
164	01-11-62-6220	MTCE-EQUIPMENT	GEN5228	80292	AA BATTERIES	71.92	
165	01-11-62-6220	MTCE-EQUIPMENT	HAN1562	5451106	3 LOADS CA6/STOCK	402.08	
166	01-11-62-6220	MTCE-EQUIPMENT	HOM1831	3021352	RECIERSEAL;CLOTHESLINE/SHOP	14.22	
167	01-11-62-6220	MTCE-EQUIPMENT	HOM1831	4023185	CLOTHESLINE;TIE DOWNS/LEAF K	13.70	
168	01-11-62-6220	MTCE-EQUIPMENT	HOM1831	5584393	GRAY PRIMER;BLK PAINT/#6	26.35	
169	01-11-62-6220	MTCE-EQUIPMENT	MOB3614	26261/62	NUTS;CABLE TIES;ETC/SHOP	237.20	
170	01-11-62-6220	MTCE-EQUIPMENT	PG8432	190244	ALTERNATOR/TRACKLESS	306.25	
171	01-11-62-6220	MTCE-EQUIPMENT	SAF3820	64810647	PARTS WASHER SOLVENT/SHOP	234.52	
172	01-11-62-6220	MTCE-EQUIPMENT	WHO5620	209959	AMBER BEACON;ON-OFF DPST/#6	158.66	
173	01-11-62-6220	MTCE-EQUIPMENT	WHO5620	210213	REFLECTOR/#6	4.62	
174	01-11-62-6223	MTCE-STREET LIGHTS	BRO8091	3557526	60 LAMPS;BALLAST/SL	2,038.00	
175	01-11-62-6223	MTCE-STREET LIGHTS	GEN5228	80376	SCREW EXTRACTOR/SL	10.49	
176	01-11-62-6223	MTCE-STREET LIGHTS	PIN749	24930	MONTHLY SIGNAL MTC/TILDEN	115.00	
177	01-11-62-6223	MTCE-STREET LIGHTS	SCO283	156918	MED BASE MHP/SL	50.85	
178	01-11-62-6259	TREE REMOVAL/MISC	RUS6510	2134431	FORESTRY TOOLS	659.16	
179	01-11-62-6259	TREE REMOVAL/MISC	RYA1727	2352	REMOVE 9 PARKWAY TREES	3,345.00	
180	01-11-62-6259	TREE REMOVAL/MISC	TAM7500	97807	60YDS TOP SOIL/STUMPHOLES	1,098.00	
181	01-11-62-6262	STREET REPAIRS	QUA2080	51244	8.96 TONS SURFACE	996.94	
182	01-11-62-6262	STREET REPAIRS	QUA2080	51294	9.64 TONS SURFACE	559.12	
183	01-11-62-6262	STREET REPAIRS	QUA2080	51402	5.28 TONS SURFACE	306.24	
184	01-11-62-6263	STREET CLEANING	HEA6201	9015	6 LOADS STREET SWEEPINGS	1,667.12	
185	01-11-62-6264	STREET SIGNS/MARKERS	INF5350	5847-2	BUSINESS OPEN SIGN	190.58	
186	01-11-62-6264	STREET SIGNS/MARKERS	TRA31	81331	PARKING SIGN/DEPUTY CHIEF	112.30	
187	01-11-66-6605	COMPUTER EQUIPMENT	DIG9423	10396	B&W AND COLOR COPIES	34.15	
188	01-12-62-6230	PROFESSIONAL SERVICES	VER2550	9733672543	OCT MOBILE PHONE SVC	50.18	
189	01-12-62-6271	ZBA/PLAN COMMISSION	SHA250	140930	LGL NTCS;PC #220; ZBA #604-6	604.68	
190	01-12-62-6272	POLICE & FIRE COMMISSION	MID1	4895	PRE-EMPL EXAM/CAHILL	1,706.00	

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GENERAL FUND							
191	01-12-62-6272	POLICE & FIRE COMMISSION	MID1	4895	PRE-EMPL EXAM/KANG	1,145.00	
192	01-12-68-6860	PUBLIC/EMPLOYEE RELATIONS	PHI524	0062701	GET WELL ARRGMT/BOJOVIC	65.90	
193	01-19-62-6230	PROFESSIONAL SERVICES	AIS6428	50807	REMOTE MNTR/SERVER OFF-LINE	617.50	
194	01-19-62-6230	PROFESSIONAL SERVICES	COM3001	141008	NOV CABLE SERVICE/VH	12.63	
195	01-19-62-6230	PROFESSIONAL SERVICES	COM3002	0017078-14/11-2	NOV HIGH SPEED INTERNET/DPW	129.90	
196	01-19-62-6230	PROFESSIONAL SERVICES	COM3002	0130848-14/11	NOV HIGH SPEED INTERNET/PD;F	142.85	
197	01-19-62-6230	PROFESSIONAL SERVICES	COM3002	0130871-14/11	NOV HIGH SPEED INTERNET/VH	142.85	
198	01-19-68-6890	FLEXIBLE SPENDING ACCT.	PAY1080	121468-585136	OCT 2014 FLEX SPENDING FEE	118.80	
199	01-00-00-1010	CASH-FNBLG-CHECKING			ACCOUNTS PAYABLE OFFSET		102,819.48
FOREIGN FIRE INSURANCE TAX FUN							
200	22-00-66-6600	NEW EQUIPMENT	FIT235	301-1418	KETTLE BELLS & RACK	903.00	
201	22-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		903.00
ETSB FUND							
202	24-00-62-6210	TELEPHONE	ATT911	14/847734606010	OCT E911 LINE SVC:847 734-60	1,363.56	
203	24-00-62-6210	TELEPHONE	ATT911	14/847734606310	OCT E911 LINE SVC:847 734-60	211.72	
204	24-00-62-6220	MTCE-EQUIPMENT	JL875	882136	REPAIR CONSOLE ALARM	105.00	
205	24-00-62-6220	MTCE-EQUIPMENT	XER2013	1085136	CONTRACT RENEWAL	2,795.00	
206	24-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		4,475.28
DRUG ENFORCEMENT FUND							
207	27-00-68-6899	MISCELLANEOUS EXPENDITURES	MUN7330	10212	SEPT	650.00	
208	27-00-20-2001	DUE TO/FRM GENERAL FUND			ACCOUNTS PAYABLE OFFSET		650.00
CAPITAL PROJECTS FUND							
209	40-00-66-6604	STONE AVENUE STATION IMPR.	ALP417	72389	SCAN;PRINT STONE AVE STN POS	75.00	
210	40-00-66-6685	EMERALD ASH BORER	RYA1727	2352	REMOVE 39 EAB PARKWAY TREES	10,714.00	
211	40-00-66-6686	SEWER TELEVISION	VIS804	6727	LG RD SEWER TV & CLEANING	1,875.00	
212	40-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		12,664.00
WATER FUND							
213	50-00-52-5200	WATER SALES	HAM252	141014	REFUND OVERPYMT WATER BILL	273.04	

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<b>WATER FUND</b>							
214	50-00-60-6010	INSURANCE-HOSPITALIZATION	COR2800	102014	OCT BROKERAGE;CONSULT FEE	326.18	
215	50-00-60-6020	TRAINING & MEMBERSHIP	FIR/DPW	141006-2	BNSF CONTRACTOR COURSE	105.00	
216	50-00-60-6021	UNIFORMS	ARA2525	2078714297	9/19/14 UNIFORM SVC	40.80	
217	50-00-60-6021	UNIFORMS	ARA2525	2078723632	9/26/14 UNIFORM SERVICE	40.80	
218	50-00-60-6021	UNIFORMS	ARA2525	2078733224	10/3/14 UNIFORM SVC	40.80	
219	50-00-60-6021	UNIFORMS	ARA2525	2078742578	10/10/14 UNIFORM SVC	40.80	
220	50-00-61-6100	TOOLS & SUPPLIES	DIG9423	10273	SHARP COPIER LEASE	22.50	
221	50-00-61-6100	TOOLS & SUPPLIES	ZEE7814	0100214183	PYRAMEX GLOVES/WATER	37.74	
222	50-00-62-6210	TELEPHONE	ATT	14/708579230010	OCT SHARE/CENTREX SYS:579-23	278.12	
223	50-00-62-6210	TELEPHONE	VER2550	9733672543	OCT MOBILE PHONE SVC	120.49	
224	50-00-62-6211	ELECTRIC FEES	COM6111	14/10-W	OCT PUMPING	33.98	
225	50-00-62-6211	ELECTRIC FEES	CON1421	18740949	OCT PUMPING	100.26	
226	50-00-62-6211	ELECTRIC FEES	CON1421	18743274	OCT PUMPING	2,447.26	
227	50-00-62-6220	MAINTENANCE - WATER	GEN5228	80391	SAWZALL BLADES/#74	47.98	
228	50-00-62-6220	MAINTENANCE - WATER	REL2250	164723	DUMPING 6 LOADS ASPHALT	594.00	
229	50-00-62-6230	PROFESSIONAL SERVICES	MGP701	2331	SPE 2014 GIS CONSORTIUM	2,416.40	
230	50-00-66-6605	COMPUTER EQUIPMENT	DIG9423	10396	B&W AND COLOR COPIES	33.00	
231	50-00-68-6899	MISCELLANEOUSE EXPENSES	SUB1950	116416	ENTRY PORT SAMPLES	2,000.00	
232	50-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		8,999.15

**PARKING FUND**

233	51-00-52-5229	PARKING METER FINES	GAB603	P2H3104	REFUND MEDIATED PARKING TICK	35.00	
234	51-00-60-6010	INSURANCE-HOSPITALIZATION	COR2800	102014	OCT BROKERAGE;CONSULT FEE	55.11	
235	51-00-60-6021	UNIFORMS	KOTRBA	141017	REIMBURSE FOR BOOTS PURCHASE	362.64	
236	51-00-60-6021	UNIFORMS	OHE1070	1456788	PANTS;SHIRTS;SHOES/HANNON	374.82	
237	51-00-60-6021	UNIFORMS	OHE1070	1456789	PANTS;TIE BAR/KOTRBA	158.59	
238	51-00-61-6100	TOOLS & SUPPLIES	TWO8242	99389	50 ROLLS THERMAL PAPER	151.63	
239	51-00-62-6210	TELEPHONE	ATT	14/708579263110	OCT GAR/ELEV SEC LINE 579-26	130.20	
240	51-00-62-6211	ELECTRIC FEES	COM6111	14/09-S/L	SEP PARKING LOT LIGHTS	808.03	
241	51-00-62-6211	ELECTRIC FEES	COM6111	14/10-SL	OCT PARKING LOT LIGHTS	29.58	
242	51-00-62-6211	ELECTRIC FEES	COM6111	141017	OCT PARKING LOT LIGHTS	15.43	
243	51-00-62-6211	ELECTRIC FEES	CON1421	18742792	OCT PARKING LOT LIGHTS	270.21	
244	51-00-62-6211	ELECTRIC FEES	CON1421	18794532	OCT PARKING LOT LIGHTS	31.18	
245	51-00-62-6211	ELECTRIC FEES	CON1421	18794545	OCT PARKING LOT LIGHTS	92.85	
246	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	ARA2525	2078714297	FLOOR MATS/TRAIN STN	11.00	
247	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	ARA2525	2078723632	FLOOR MATS/TRAIN STN	11.00	
248	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	ARA2525	2078733224	FLOOR MATS/TRAIN STN	11.00	

JOURNAL DATE: 10/23/14

ACCOUNTING PERIOD: 06

ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
<b>PARKING FUND</b>							
249	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	ARA2525	2078742578	FLOOR MATS/TRAIN STN	11.00	
250	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	HOM1831	0566158	ALUM SOFIT;ENDCAPS;PAINT;ETC	60.04	
251	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	NIC5407	141017	OCT GAS CHARGES/TRAIN STN	84.18	
252	51-00-62-6230	PROFESSIONAL SERVICES	FAL5	20560	SEPT PROSECUTING SVCS	120.00	
253	51-00-62-6280	MTCE. PARKING GARAGE	ARA2525	2078714297	FLOOR MATS/DECK	5.50	
254	51-00-62-6280	MTCE. PARKING GARAGE	ARA2525	2078723632	FLOOR MATS/DECK	5.50	
255	51-00-62-6280	MTCE. PARKING GARAGE	ARA2525	2078733224	FLOOR MATS/DECK	5.50	
256	51-00-62-6280	MTCE. PARKING GARAGE	ARA2525	2078742578	FLOOR MATS/DECK	5.50	
257	51-00-62-6280	MTCE. PARKING GARAGE	CLO2784	5502	NOV 1/3	286.67	
258	51-00-62-6280	MTCE. PARKING GARAGE	COL226	132997	ELEV INSPECTION/PARKING DECK	330.00	
259	51-00-62-6280	MTCE. PARKING GARAGE	EPC2419	12932640	10 OZ ALEX PLUS/PARKING DECK	2.27	
260	51-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		3,464.43
<b>FIREFIGHTERS' PENSION FUND</b>							
261	75-00-62-6233	LEGAL	COL1710	6420	OCT-DEC 2014 RETAINER	300.00	
262	75-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		300.00
<b>SEWER FUND</b>							
263	80-00-60-6010	INSURANCE-HOSPITALIZATION	COR2800	102014	OCT BROKERAGE;CONSULT FEE	31.43	
264	80-00-60-6020	TRAINING & MEMBERSHIP	FIR/DPW	141006-2	BNSF CONTRACTOR COURSE	30.00	
265	80-00-60-6021	UNIFORMS	ARA2525	2078714297	9/19/14 UNIFORM SVC	10.20	
266	80-00-60-6021	UNIFORMS	ARA2525	2078723632	9/26/14 UNIFORM SERVICE	10.20	
267	80-00-60-6021	UNIFORMS	ARA2525	2078733224	10/3/14 UNIFORM SVC	10.20	
268	80-00-60-6021	UNIFORMS	ARA2525	2078742578	10/10/14 UNIFORM SVC	10.20	
269	80-00-61-6100	TOOLS & SUPPLIES	AIR8025	9031869284	CUT OFF WHEEL/133 DREXEL SEW	21.05	
270	80-00-61-6100	TOOLS & SUPPLIES	DIG9423	10273	SHARP COPIER LEASE	29.00	
271	80-00-61-6100	TOOLS & SUPPLIES	ZEE7814	0100214183	PYRAMEX GLOVES/SEWER	37.74	
272	80-00-62-6210	TELEPHONE	ATT	14/708579230010	OCT SHARE/CENTREX SYS:579-23	139.06	
273	80-00-62-6210	TELEPHONE	VER2550	9733672543	OCT MOBILE PHONE SVC	12.14	
274	80-00-62-6220	MTCE-EQUIPMENT	GEN5228	80392	12" SAWZALL BLADES/BASINS	24.99	
275	80-00-62-6220	MTCE-EQUIPMENT	HOM1831	1021758	7" SEGMENTED DIAMOND BLADE	32.97	
276	80-00-62-6220	MTCE-EQUIPMENT	LGM687	70147	SPECO PLUG;EXT RINGS;AMERMIX	232.00	
277	80-00-62-6220	MTCE-EQUIPMENT	PRA5185	885833948	5YDS 4000PSI/133 DREXEL	663.00	
278	80-00-62-6220	MTCE-EQUIPMENT	QUA2080	51382	SURFACE;PRIMER/133 DREXEL SE	410.98	
279	80-00-62-6220	MTCE-EQUIPMENT	QUA2080	51417	SURFACE;BINDER;PRIMER	380.86	
280	80-00-62-6220	MTCE-EQUIPMENT	REL2250	164840	DUMPING 3 LOADS ASPHALT	297.00	

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DATE: 10/23/14  
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VILLAGE OF LA GRANGE  
 DISTRIBUTION JOURNAL # AP-10231401

PAGE: 9  
 F-YR: 15

JOURNAL DATE: 10/23/14

ACCOUNTING PERIOD: 06

ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
SEWER FUND							
281	80-00-62-6230	PROFESSIONAL SERVICES	MGP701	2331	SPE 2014 GIS CONSORTIUM	1,035.60	
282	80-00-66-6605	COMPUTER EQUIPMENT	DIG9423	10396	B&W AND COLOR COPIES	33.00	
283	80-00-66-6681	MANHOLE REPLACEMENT	VIS804	6727	LG RD SEWER TV & CLEANING	1,875.00	
284	80-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		5,326.62
INTERFUND SUMMARY							
285	01-00-20-2022	DUE T/F FOREIGN FIRE INSURAN			ACCTS PAYABLE INTERFUND OFFS	903.00	
286	01-00-20-2024	DUE T/F ETSB			ACCTS PAYABLE INTERFUND OFFS	4,475.28	
287	01-00-20-2027	DUE TO/FRM ASSET FORFEITURE			ACCTS PAYABLE INTERFUND OFFS	650.00	
288	01-00-20-2040	DUE T/F CAPITAL PROJECTS			ACCTS PAYABLE INTERFUND OFFS	12,664.00	
289	01-00-20-2050	DUE T/F WATER			ACCTS PAYABLE INTERFUND OFFS	8,999.15	
290	01-00-20-2051	DUE T/F PARKING METER			ACCTS PAYABLE INTERFUND OFFS	3,464.43	
291	01-00-20-2075	DUE T/F FIREFIGHTERS' PENSIO			ACCTS PAYABLE INTERFUND OFFS	300.00	
292	01-00-20-2080	DUE T/F SEWER			ACCTS PAYABLE INTERFUND OFFS	5,326.62	
293	01-00-00-1010	CASH-FNBLG-CHECKING			ACCTS PAYABLE INTERFUND OFFS		36,782.48
TOTALS:						176,539.42	176,539.42

4-F, 23

**CURRENT BUSINESS**

VILLAGE OF LA GRANGE  
Community Development Department

**BOARD REPORT**

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

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

DATE: October 27, 2014

RE: **ORDINANCE – ZONING AND DESIGN APPROVALS FOR PROPOSED DEVELOPMENT OF FORMER YMCA PROPERTY WITH APARTMENT AND RETAIL BUILDINGS, Ogden Avenue at La Grange Road, Opus Development Company, L.L.C.**

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For the past two months, the Village Board has been considering a proposal from Opus Development Company for the redevelopment of the former YMCA property at 31 East Ogden Avenue. During this time, the Board conducted two public review sessions, received public comments, and asked Opus for more information regarding, and clarification of, various elements of its proposed project. All of this has come after findings and a recommendation from the Plan Commission for approval of the project.

As the Village Board knows from its two previous meetings, Opus seeks approvals necessary to build an apartment building and retail building on the YMCA property. At the meeting on August 25, Opus presented the following proposal:

- A five- and six-story apartment building including 278 dwelling units and an internal parking garage.
- Various related improvements including an articulated sidewalk along Ogden Avenue with seating areas, pedestrian-oriented lights, and enhanced landscaping; widening of Shawmut Avenue at La Grange Road to provide left and right exit lanes; stormwater detention; and improvements to various public infrastructure.
- A retail building at the corner of La Grange Road and Ogden Avenue of approximately 9,200 square feet in leasable area.

The dwelling units in the apartment building ranged in size from 549 square feet to 1,378 square feet. The smallest units were 549 square feet and the overall average unit size was 914 square feet. The mix of unit sizes was 195 one-bedroom units and 83 two-bedroom units.

These elements were the same as Opus presented to the Plan Commission during the two public hearing sessions conducted in June and July.

At the August 25 and September 8 meetings, Trustees asked many questions on numerous topics, including the size of the apartment building, the proposed number of dwelling units and mix of unit sizes, Opus's research regarding the current residential purchase and rental markets, the demographic profile of Opus's target audience, the adequacy of the proposed open space, and many others. Trustees asked Opus to consider revisions to its proposed plans in consideration of the concerns raised at the meetings.

Since the September 8 meeting, Opus has revised its plans. The notable revisions include:

- Reducing the total number of dwelling units in the apartment building to 254 from 278.
- By reducing the total unit count, increasing the lot area per dwelling unit to 737 square feet, up from 673 square feet.
- Increasing the average dwelling unit size to 963 square feet from 914 square feet and limiting the number of the smallest 615-square-foot dwelling units to 9, down from 14.
- Revising its mix of unit sizes to 63% one-bedroom, 33% two-bedroom units, and 4% three-bedroom units, in contrast to the previously proposed 70% one-bedroom and 30% two-bedroom units.
- By decreasing the size of the building, adding green space at the northwest corner of the building, Opus has reduced the floor area ratio to 1.69 from 1.80.
- Reducing the number of off-street parking spaces to 41 from 44 due to the reduction of dwelling units, thus maintaining the previous ratio of 1.34 parking spaces per dwelling unit.

The project as proposed still requires the easing of various Zoning Code standards as part of a planned development approval. Those modifications include an increase in the maximum allowable building height, an increase in the maximum allowable floor area ratio, a reduction in the minimum required lot area per dwelling unit, a reduction in the minimum size of a dwelling unit, a reduction in the minimum required number of off-street parking spaces, a reduction in the minimum required perimeter landscaped open space and parking lot and loading space screening, an increase in the maximum allowable slope of the residential parking garage, a decrease in the minimum allowable height for parking stalls, and various adjustments of sign regulations. The scope of the required modifications, which were recommended for approval by the Plan Commission, was provided in the August 25 Board Report, which is attached to this report.

In exchange for the requested Zoning Code modifications, Opus has agreed to certain "compensating amenities" including the following: Burial of all overhead utilities, improvements to the intersection of Shawmut Avenue and La Grange Road as noted above, installation of and improvements to some water and sewer mains, addition of pedestrian-style light fixtures along Ogden Avenue as noted above, and repair and resurfacing of the Locust Avenue parking lot.

Also since September 8, staff and the Village Attorney have conducted extensive negotiations with Opus over the terms of a development agreement and the attachments to it. The development agreement is the developer's contractual commitment to undertake the project as approved, and it includes many protections of the Village's interests related to the development.

The development agreement is based on a model the Village has used for several projects. The Village model was provided to Opus in May. Opus introduced numerous changes to the agreement based on its own model terms, which led to lengthy negotiations to reconcile differences between the proposed terms. The agreement is now in a form suitable for Village Board review. The key provisions of the agreement include:

- Opus must acquire title to the apartment building parcel of the YMCA property by October 31, 2015, and the retail building parcel by April 30, 2016. The extra time for the retail parcel is to give ample time for the environmental remediation work needed on the site.
- Opus must commence construction work on the project by April 30, 2016. If that deadline is not met, then the entitlements granted for the project are terminated.  
  
(Note that Opus has represented to staff that it intends to acquire the apartment building parcel and commence construction this winter.)
- Opus may assign the development agreement to another entity as part of a sale or other transfer of the YMCA property, without the Village's consent. But Opus must retain the rights and obligation to building the apartment building and the public infrastructure improvements in accordance with the development agreement. If an assignment is made without compliance with that condition, then the entitlements granted for the project are terminated.
- Opus must install all of the necessary public infrastructure improvements at Opus's expense, except the improvements to the intersection of Locust Avenue with Ogden Avenue as noted below.
- Once construction starts on the apartment building, the building must be completed. If construction is abandoned, then the partially completed building must be demolished.
- Opus will retain ownership of, and maintenance responsibility for, the sidewalk along Ogden Avenue and La Grange Road abutting the property, but the sidewalk will remain fully public and the Village will have permanent easement rights to assure that the sidewalk is maintained properly in perpetuity by the apartment and retail building owners.
- All preliminary plans for the project—including engineering, design, site, landscaping, and apartment building design are attached to the agreement, and Opus is required to submit final versions of these plans before undertaking any "vertical" construction of the apartment building (which is the first phase of the project).

- The Village will reconstruct the intersection of Locust Avenue and Ogden Avenue once IDOT approval is finalized and funding is secured. After the intersection is reconstructed Opus will complete installation of the affected portion of the Ogden Avenue sidewalk, which includes an ADA-compliant, sloped sidewalk and extra landscaping. Opus has the option to pay the Village to install that portion of the sidewalk.
- The uses in the retail building are restricted to the uses listed in an exhibit to the agreement. All other uses are prohibited. The Village Manager will have some authority to authorize certain other uses, subject to a list of criteria and standards.
- The provisions of the Project Declaration for the Project (commonly called the “covenants, conditions, and restrictions”) will include standards for long-term upkeep of the apartment building and its individual dwelling units, including tenant restrictions and rights in the Village to enforce those standards.

Staff believes Opus’s proposal is ready for Village Board review. Staff, the Village Attorney, and Opus representatives will be prepared to answer questions about all elements of the proposal, the terms of the development agreement, and the proposed ordinance described below that would approve the project.

Staff and the Village Attorney have prepared a very detailed ordinance that would approve Opus’s applications by rezoning the Open Space portions of the property into the C-3 General Service Commercial District and granting a special use permit, planned development approval, site plan approval, and design review approval for the apartment building.

The ordinance and the development agreement with its attachments are attached for your consideration. The following motion could be used to approve the ordinance:

I move that the Board of Trustees approve Ordinance No. O-\_\_\_\_\_, titled “An Ordinance Approving Development of Property at the Northeast Corner of the Intersection of La Grange Road and Ogden Avenue,” which approves:

- A conditional rezoning of portions of the former YMCA property into the C-3 General Service Commercial District from the OS Open Space District, and
- A special use permit for a planned development, and
- Site plan approval, and
- Design review approval for the proposed apartment building, and
- Planned development concept plans and final plans, and
- Modifications to specific provisions of the La Grange Zoning Code to authorize construction of the project as presented, and

- Numerous conditions applicable to the various approvals, including among others:
  - Signing and delivering a development agreement in the form attached to the Ordinance along with its numerous exhibits, and
  - Submitting final plans and specifications consistent with the submitted preliminary plans and specifications, and
  - Finalizing a Project Declaration that is now in only a draft form and that must be revised to be satisfactory to the Village.

all as provided in the Ordinance.

BULK, YARD, AND SPACE REQUIREMENTS:

The following table is a comparison of the applicable bulk, yard, and space requirements for the C-3 Commercial District, and the proposed development. The specific amount of relief is noted in the following table:

<i>Village Standard</i>	<b>Originally Proposed Modifications</b>	<b>Revised Modifications</b>
<b>Maximum Height not exceeding 45 feet</b>	Maximum six stories and 68 feet, at the tallest point	77 feet to tallest point
<b>Floor Area Ratio not exceeding 1.50</b>	Maximum 1.80	Maximum 1.69
<b>Minimum Lot Area Per Unit of 2,000 feet</b>	278 units (673 square feet per unit)	254 units (737 square feet per unit)
<b>Minimum dwelling unit size of 650 sq. ft.</b>	Minimum 540 square feet	Minimum 615 square feet
<b>Minimum residential parking spaces of 1.5 per dwelling unit</b>	Minimum 1.34 per dwelling unit	No Change
<b>Minimum perimeter landscaped open space of 5 feet</b>	Reduce to 0	No Change
<b>Minimum parking lot and loading screening of 5 feet</b>	Reduce to 0 in some locations	No Change
<b>Maximum slope of residential parking garage of 5.0%</b>	Maximum residential (private) parking ramp slope: 5.75%	No Change
<b>Minimum height of parking stalls of 8 feet</b>	7.5 feet	No Change

VILLAGE OF LA GRANGE

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

AN ORDINANCE APPROVING DEVELOPMENT OF PROPERTY  
AT THE NORTHEAST CORNER OF THE INTERSECTION  
OF LA GRANGE ROAD AND OGDEN AVENUE

WHEREAS, Opus Development Company, L.L.C. (the "*Applicant*") has applied for various zoning approvals to develop land located in the Village of La Grange at the northeast corner of the intersection of La Grange Road and Ogden Avenue, which land is depicted and legally described in Exhibit A attached to this Ordinance and by this reference incorporated into this Ordinance (the "*Property*"); and

WHEREAS, the Property is owned by the YMCA of Metro Chicago and had been used as the Rich Port YMCA until that facility closed and the building was demolished; and

WHEREAS, the Applicant is the contract purchaser of the Property from the YMCA of Metro Chicago; and

WHEREAS, the Property currently is classified in part in the Village's C-3 General Service Commercial District and in part in the OS Open Space District; and

WHEREAS, the Applicant proposes to develop the Property with a rental apartment building including 254 dwelling units (the "*Apartment Building*") and a retail building at the southwest corner of the property near the intersection of Ogden Avenue and La Grange Road (the "*Retail Building*"), along with parking, sidewalks, drive aisles, lighting, and various other related improvements (collectively the "*Project*"); and

WHEREAS, the Applicant has submitted plans and materials related to the exterior appearance of the Apartment Building, but has not submitted sufficient plans for Village consideration of the exterior appearance of the Retail Building; and

WHEREAS, to secure the approvals necessary to authorize the proposed Project, the Applicant applied to the Village for approval of (1) a Zoning Map amendment to reclassify into the C-3 General Service Commercial District the areas of the Property currently classified in the OS District (the "*Reclassification Property*"), (2) a special use permit authorizing a planned development, (3) planned development concept plans and final plans, (4) site plans, and (5) a design review permit for the exterior of the proposed Apartment Building (the "*Applications*"); and

WHEREAS, pursuant to public notice published in the Suburban Life newspaper, the La Grange Plan Commission conducted a public hearing to consider the Applications, including two hearing sessions, that concluded on July 22, 2014; and

WHEREAS, during the course of the public hearing process, the Applicant revised certain features of its plans for the proposed Project in response to comments from the Plan Commissioners and testimony from members of the public; and

WHEREAS, after the public hearing process, and after the Plan Commission considered and deliberated on all of the testimony and evidence presented at the public hearing, the revised plans for the Project, and all of the facts and circumstances affecting the Applications and the proposed Project, the Plan Commission recommended that the La Grange Board of Trustees approve the Applications subject to various conditions; and

WHEREAS, during the course of the Board of Trustees' consideration of the Applications at its regular meetings on August 25 and September 8, the Applicant made further revisions to certain features of its plans for the proposed Project in response to comments and concerns raised by the Board of Trustees; and

WHEREAS, the Applicant and the Village have agreed on the terms of a development agreement that, along with this Ordinance, will govern the Project, in the form attached to and by this reference incorporated into this Ordinance as Exhibit B (the "*Approved Development Agreement*"); and

WHEREAS, the Board of Trustees has considered the findings and recommendations of the Plan Commission, the plans for the proposed Project as revised by the Applicant, the representations of the Applicant, and all of the facts and circumstances affecting the Applications and the Project; and

WHEREAS, the Board of Trustees finds that (1) the approval of a Zoning Map amendment reclassifying the Reclassification Property into the C-3 General Service Commercial District and (2) the approval of a planned development on the Property are appropriate only for the Project under the particular circumstances presented by the Applicant and in accordance with the terms of the Approved Development Agreement, and the Board of Trustees finds and determines that it is appropriate and in the best interests of the Village that (a) the Reclassification Property revert back into the OS Open Space District and (b) the approvals of a special unit permit and planned development plans be null and void if the Applicant does not proceed with the Project in accordance with the Approved Development Agreement; and

WHEREAS, the Board of Trustees has determined that the Applications, under the findings and determinations made by the Board of Trustees, the conditions required by this Ordinance, and the terms of the Approved Development Agreement, will meet the standards set forth in the Zoning Code applicable to the relief sought by the Applicant;

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 as findings of the President and Board of Trustees.

Section 2. Conditional Approval of Zoning Map Amendment; Reverter. The Board of Trustees, under the authority vested in it by the laws of the State of Illinois and Chapter 14, Part VI of the La Grange Zoning Code, amends the Village's Zoning Map to reclassify the Reclassification Property into the C-3 General Service Commercial District for the purpose of development by the Applicant of the Project in accordance with the Approved Development Agreement. The Reclassification Property will revert immediately, automatically, and without any further action of the Board of Trustees into the OS Open Space District if (A) the Developer has not acquired fee simple title to the Apartment Building parcel of the Property by October 31, 2015, and acquired fee simple title to the Retail Building parcel of the Property by April 30, 2016, and commenced construction work on the Project under a building permit issued by the Village by April 30, 2016, as provided in Subsection 4A(ii) of the Approved Development Agreement or (B) the Developer attempts to assign rights in the Approved Development Agreement to a third party without retaining the rights and obligation to construct the Apartment Building and the Public Infrastructure Improvements, as that term is defined in the Approved Development Agreement, in accordance with the Approved Development Agreement, as provided in Subsections 12C & 12D of the Approved Development Agreement.

Section 3. Approval of Special Use Permit for Planned Development; Condition. The Board of Trustees, under the authority vested in it by the laws of the State of Illinois and Section 14-401 of the Zoning Code, approves for the Property a special use permit authorizing a planned development, subject to the conditions set forth in this Section 3 and in Section 8 of this Ordinance. The approval of the special use permit will immediately, automatically, and without any further action of the Board of Trustees be null and void and will confer no value, benefit, opportunity, entitlement, or right of any kind or nature to the Applicant or any assignee of the Applicant if (A) the Developer has not acquired fee simple title to the Apartment Building parcel of the Property by October 31, 2015, and acquired fee simple title to the Retail Building parcel of the Property by April 30, 2016, and commenced construction work on the Project under a building permit issued by the Village by April 30, 2016, as provided in Subsection 4A(ii) of the Approved Development Agreement or (B) the Developer attempts to assign rights in the Approved Development Agreement to a third party without retaining the rights and obligation to construct the Apartment Building and the Public Infrastructure Improvements in accordance with the Approved Development Agreement, as provided in Subsections 12C & 12D of the Approved Development Agreement.

Section 4. Approval of Planned Development Concept Plans and Final Plans. The Board of Trustees, under the authority vested in it by the laws of the State of Illinois and Chapter 14, Part V of the Zoning Code, approves the planned development concept plans and final plans for the Project in the form attached to and by this reference incorporated into this Ordinance as part of Exhibit C (the "Approved PD Plans" and, in combination with all of the plans and specifications set forth in the Approved Development Agreement, the "Approved Plans and Specifications"), subject to the conditions set forth in this Section 4 and in Section 8 of this Ordinance. The approval of the planned development concept plans and final plans will immediately,

automatically, and without any further action of the Board of Trustees be null and void and will confer no value, benefit, opportunity, entitlement, or right of any kind or nature to the Applicant or any assignee of the Applicant if (A) the Developer has not acquired fee simple title to the Apartment Building parcel of the Property by October 30, 2015, and acquired fee simple title to the Retail Building parcel of the Property by April 30, 2016, and commenced construction work on the Project under a building permit issued by the Village by April 30, 2016, as provided in Subsection 4A(ii) of the Approved Development Agreement or (B) the Developer attempts to assign rights in the Approved Development Agreement to a third party without retaining the rights and obligation to construct the Apartment Building and the Public Infrastructure Improvements in accordance with the Approved Development Agreement, as provided in Subsections 12C & 12D of the Approved Development Agreement

Section 5. Modifications of Certain Zoning Standards. The Board of Trustees, under the authority vested in it by the laws of the State of Illinois and Section 14-508 of the Zoning Code, approves the following modifications to the regulations of the Zoning Code, subject to the conditions set forth in Section 9 of this Ordinance:

- A. Maximum Height. The maximum allowed height for the Apartment Building is modified to be six stories and, at its tallest point, 77 feet, but only in compliance with the Approved Plans and Specifications. The height of the Retail Building must comply with Zoning Code standards.
- B. Minimum Lot Area Per Unit. The minimum lot area per dwelling unit for the Project is modified to be 737 square feet, but only in compliance with the Approved Plans and Specifications.
- C. Minimum Dwelling Unit Size. The minimum size of a dwelling unit for the Project is modified to be 615 square feet, but only in compliance with the Approved Plans and Specifications.
- D. Maximum Floor Area Ratio. The maximum floor area ratio for the Project is modified to be 1.69.
- E. Minimum Number of Parking Garage, Other Off-Street Parking Spaces. The minimum number of off-street parking spaces required for each dwelling unit in the Apartment Building is modified to be 1.34 spaces. The minimum overall number of off-street parking spaces in the parking garage within the Apartment Building is 381, with 340 spaces being reserved for the dwelling units and 41 spaces being dedicated for general public use as provided in the Approved Development Agreement and the Approved Plans and Specifications. The minimum number of parking spaces for the Retail Building is 38, which includes the parking spaces along the drive aisle to the north of the Retail Building.
- F. Minimum Height of Parking Spaces. The minimum stall height for the parking spaces in the parking garage within the Apartment Building is modified to be 7.5 feet.

- G. Minimum Required Yards. The minimum dimensions for each required yard related to the Apartment Building are modified as shown in the Approved Plans and Specifications.
- H. Perimeter Landscaped Open Space. The minimum required landscaped open space for the Project is modified to be zero, except only as provided in the Approved Plans and Specifications.
- I. Parking Lot and Loading Space Screening. The minimum required perimeter landscaping for parking lots and loading spaces is modified to be zero, except only as provided in the Approved Plans and Specifications.
- J. Apartment Building Signs. The sign regulations in Article XI of the Zoning Code are modified to authorize the sign dimensions, locations, and general designs as provided in the Approved Plans and Specifications for the Apartment Building entry signs, the canopy signs (up to 50 square feet and projecting above the canopy), window signs above the parking garage entrances, wall signs, and ground sign. Signs must be brushed aluminum or stainless steel, lighted either from the front or creating a shadow effect using hidden back lighting. This ordinance does not modify any sign regulations for the Retail Building or entry and circulation signs. No signs may be installed until after final approval by the Village's Community Development Director of a comprehensive project sign package consistent with the Approved Plans and Specifications.
- K. Slope of Parking Garage Ramping. The maximum slope of the ramp in the Apartment Building parking garage is modified to be 5.8 percent, but only in the area of the parking garage reserved for dwelling units. The maximum slope of the ramp in the area being dedicated for general public use is not modified and must comply with the maximum limitation of 5 percent.

If the approval of the special use permit under Section 3 of this Ordinance is rendered null and void as provided in Section 3, then the modifications approved under this Section 5 will be null and void immediately, automatically, and without any further action of the Board of Trustees.

Section 6. Site Plan Approval. The Board of Trustees, under the authority vested in it by the laws of the State of Illinois and Section 14-402 of the Zoning Code, approves the site plans for the Project in the form included as part of Exhibit C (the "Approved Site Plans"), subject to the conditions set forth in Section 8 of this Ordinance. If the approval of the special use permit under Section 3 of this Ordinance is rendered null and void as provided in Section 3, then the approval of the site plan under this Section 6 will be null and void immediately, automatically, and without any further action of the Board of Trustees.

Section 7. Design Review Approval. The Board of Trustees, under the authority vested in it by the laws of the State of Illinois and Section 14-403 of the Zoning Code, grants to the Applicant a design review permit approving the exterior appearance plans for the Apartment Building, in the form included as part of Exhibit C

(the “*Approved Apartment Building Exterior Appearance Plans*”), subject to the conditions set forth in Section 8 of this Ordinance. If the approval of the special use permit under Section 3 of this Ordinance is rendered null and void as provided in Section 3, then the approval of the apartment building exterior appearance plans under this Section 7 will be null and void immediately, automatically, and without any further action of the Board of Trustees.

Section 8. Conditions. The approvals granted in Sections 3 through 7 of this Ordinance have been granted expressly subject to, and are at all times subject to, the following conditions:

- A. Development Agreement; Recording. With 30 days after the passage and approval of this Ordinance, the Applicant must execute and deliver to the Village the Approved Development Agreement. The executed Approved Development Agreement must be in the form attached to this Ordinance, except only for minor changes in form satisfactory to the Village President, Village Manager, and Village Attorney intended to clarify a term or achieve consistency with this Ordinance. If the Applicant does not execute the Approved Development Agreement and deliver it to the Village within the required 30-day period, then (i) this Ordinance will be null and void, (ii) all approvals and grants made in this Ordinance will be null and void, and (iii) the Project will not be approved, all immediately, automatically, and without any further action of the Board of Trustees. The Village, or the Applicant at the Village’s request, will cause the fully executed Approved Development Agreement to be recorded against the Property in the Office of the Cook County Recorder on or after the Applicant has acquired title to the Apartment Building parcel of the Property.
- B. Completion of Plans and Specifications; Compliance with Approved Plans and Specifications. All of the plans and specifications identified in Section 3 of the Approved Development Agreement must be in final form, and approved as provided in the Approved Development Agreement, prior to issuance by the Village of any permit for work on the Apartment Building other than “Site Work,” as that term is defined in the Approved Development Agreement. All work on the Project must conform with the Approved Plans and Specifications.
- C. Streetscape Improvements. Without limiting the requirement in Subsection B of this Section, the Applicant must prepare, in particular, a complete set of streetscape improvement plans as part of the plans and specifications for the “Ogden / La Grange Sidewalk,” as that term is defined in the Approved Development Agreement. The streetscape improvement plans must be consistent with the standards set forth and depicted within the Village’s BNSF Railroad Corridor Subarea Plan Urban Design Guidelines dated February 2009 and compatible with the La Grange Crossing Shopping Center public improvements. The streetscape improvement plans must include pavers, benches, planters, way-finding signs, an informational kiosk, ornamental street lighting,

ornamental pedestrian lighting, trees, Village grates, burial of all overhead utility lines, relocation of existing cobra-style IDOT lighting standards on new bases, and replacement of support standards for all existing Village signs abutting the Property. The applicant must enter into an easement agreement in a form satisfactory to the Village Manager and Village Attorney permanently establishing the Ogden / La Grange Sidewalk as a public sidewalk, providing the Village with the rights to use the Sidewalk as a public sidewalk in the same manner as the Village uses public sidewalks throughout the Village, and providing the Village with full right and authority to perform maintenance on the Sidewalk as provided in the Approved Development Agreement if the applicant or its successors or assigns fail to do so.

- D. Building Materials. The Applicant must submit building materials samples as provided in Subsection 3A of the Approved Development Agreement.
- E. Landscaping Elements. Wherever possible as part of its landscaping plans, the Applicant must identify and install native vegetation that will facilitate good drainage while preventing erosion. The landscape plan must include the following:
- (i) A species list and plan as recommended by the Village's consultant Hitchcock Design.
  - (ii) A decorative fence with vines or similar planting along the east buffer yard and Property boundary, to screen the Locust Avenue parking lots.
  - (iii) Sufficient and appropriately located bicycle parking for both the Apartment Building and the Retail Building.
  - (iv) A maximum feasible number of trees along drive aisles and in parking lots to provide as much shade as reasonably possible.
  - (v) Plants of a quantity and scale in the north buffer yard to filter views along the abutting public park.
  - (vi) A plan for interim landscaping of the land on which the Retail Building will be constructed if the Retail Building is not constructed contemporaneously with construction of the Apartment Building, as provided in the Approved Development Agreement.
- F. Special Service Areas. The special service areas described in Section 9 of the Approved Development Agreement must be created prior to issuance of any certificate of occupancy for the Apartment Building. This requirement may be waived by the Board of Trustees by written resolution approved by the Board of Trustees.
- G. Lighting Plans and Photometric Calculations. Without limiting the requirement in Subsection B of this Section, the Applicant must submit for Village review and approval plans, specifications, and photometric

calculations for all lighting proposed within and abutting the Property, prior to issuance by the Village of any permit for work on the Apartment Building other than Site Work. The plans and specifications must be consistent with the recommendations dated June 6, 2014, from the Village's consultant Baxter & Woodman.

- H. Development Phasing Plan. The Applicant must provide a Development Phasing Plan, including a construction schedule and construction staging plans, as provided in Subsection 3A of the Approved Development Agreement.
- I. Construction Staging, Hours. The Village Manager may impose reasonable conditions on the construction staging for the Project necessary to protect public safety and welfare. Construction activities generating outdoor noise of any kind is permitted within the Village only during the following hours: Monday through Friday 7:00 a.m. to 7:00 p.m.; Saturday 8:00 a.m. to 6:00 p.m.; and Sunday 12:00 p.m. to 5:00 p.m.
- J. Plats of Survey; Subdivision. Prior to the issuance by the Village of a certificate of occupancy for the Apartment Building, the Applicant must file with the Village, for approval, (i) a properly prepared final plat of subdivision, consolidating the Property into two subdivided parcels (by separating a retail parcel from the bulk of the Property) and (ii) an ALTA survey for each subdivided lot.
- K. Declarations of Conditions, Covenants, and Restrictions. Prior to the issuance by the Village of a certificate of occupancy for the Apartment Building, the Applicant must provide a final "Project Declaration" as that term is defined in the Approved Development Agreement, with protective Village rights and remedies in form and substance satisfactory to the Village Manager and Village Attorney.
- L. Sidewalks. All sidewalks built as part of the Project must meet standard Village specifications unless other specifications are approved in writing in advance by the Director of Public Works.
- M. Burial of Overhead Utility Wires. The Approved Plans and Specifications must provide for burial of all overhead electrical, cable, telecommunications, and other utility equipment on or abutting the Property.
- N. Retail Uses. The "Retail Spaces," as that term is defined in the Approved Development Agreement, within the Project may be leased or sold only for the approved retail listed in Exhibit H of the Approved Development Agreement or as otherwise specifically provided in Subsection 4H of the Approved Development Agreement.
- O. Fire Lane. A fire lane must be installed in the location depicted in the Approved Plans and Specifications.
- P. Storm Water Management Facilities. Stormwater management facilities including an underground storm water detention basin, piping, a

restrictor, and related facilities must be built as provided in the Approved Plans and Specifications and properly maintained at all times.

- Q. Particular Public Improvements. Without limiting the requirement in Subsection B of this Section, the following public improvements must be included:
- (i) All existing sidewalk within and abutting the Property must be demolished and replaced, in accordance with the Approved Plans and Specifications, including without limitation the Ogden / La Grange Sidewalk.
  - (ii) Shawmut Avenue must be improved at its intersection with La Grange Road and abutting the private property along the north right-of-way line of Shawmut Avenue. The Applicant must dedicate to the Village, for all public right-of-way purposes, all portions of Property that is within the historical Shawmut Avenue right-of-way so that the Shawmut Avenue right-of-way is restored to its full width everywhere that it abuts the Property.
  - (iii) Water main liner and new water main must be installed within and projecting from the Locust Avenue right-of-way as provided in the Approved Plans and Specifications.
  - (iv) The Locust Avenue parking lot right-of-way must be repaired and resurfaced as provided in the Approved Development Agreement.
- R. Easements. The Applicant must grant all utility, right-of-way, and other easements described in the Approved Development Agreement and any additional property rights to the Village that are necessary and appropriate for the Village to access, inspect, and if necessary maintain and repair all rights-of-way within and abutting the Project, regardless of whether those additional property rights are specified in the Approved Development Agreement. In particular, but without limiting the scope of this Subsection R, the Applicant must enter into an easement agreement for the Ogden / La Grange Sidewalk as provided in Subsection 4B of the Approved Development Agreement.
- S. Dedication, Easements for Certain Rights-of-Way. The Applicant must dedicate to the Village, or provide permanent easements to the Village, over rights-of-way as provided in the Approved Development Agreement for fire hydrant(s) and other Public Infrastructure Improvements that are located within the Property.
- T. Soil Data. Prior to issuance by the Village of any building permit for the Project, including Site Work, the Applicant must take soil samples and perform any other necessary geotechnical investigations of the Property necessary to establish the physical properties and bearing capacities of the soil on and in which Project improvements will be made. All test results, reports, and data must be provided to the Village. The data also must include the calculations of the magnitudes of the loads to be supported.

- U. Environmental Matters. At the time construction commences on a parcel of the Property, that parcel of the Property must be in compliance with applicable Illinois Environmental Protection Agency (“IEPA”) laws and regulations.
- V. Roadway and Traffic Improvements. All roadway improvements must be constructed as provided by the Approved Plans and Specifications. In addition, the Applicant must:
  - (i) Convey to the Illinois Department of Transportation (“IDOT”) land owned by the Applicant abutting Ogden Avenue sufficient for construction of a deceleration / right turn lane from westbound Ogden Avenue onto northbound La Grange Road in accordance with IDOT plans for that construction.
  - (ii) Relocate all overhead, concrete-based streetlights along all of Ogden Avenue and La Grange Road abutting the Property.
  - (iii) Participate as required by Subsection 5K of the Approved Development Agreement in the realignment of Locust Avenue approaching, and at, the intersection of Ogden Avenue.
- W. Other Government Permits. The Applicant must secure all permits required by governmental agencies with jurisdiction over any elements of the Project, including without limitation the Metropolitan Water Reclamation District of Greater Chicago, IDOT, and the IEPA.
- X. Compliance with Applicable Codes, Ordinances, and Regulations. The Property is subject to all Village codes, ordinances, and regulations as specified in the Approved Development Agreement.
- Y. Legal Title to Property. Prior to issuance by the Village of any building permit for the Project, the Applicant must file documents with the Village establishing that the Applicant owns legal fee simple title to the Apartment Building parcel of the Property and authorization from the current owner of the remainder of the Property for the Applicant to commence work on that remainder property in advance of the acquisition of that remainder property.
- Z. Unconditional Agreement and Consent. To memorialize the Applicant’s acceptance of the terms of this Ordinance and agreement to the terms of the Approved Development Agreement, the Applicant must execute and deliver to the Village the Unconditional Agreement and Consent attached to this Ordinance as Exhibit D.
- AA. No Authorization of Work. This Ordinance does not authorize commencement of any work within the Property. No work may be commenced on the Property pursuant to the approvals granted in this Ordinance except only after all conditions of this Ordinance precedent to commencement of work have been fulfilled and after all permits, approvals, and other authorizations for that work have been properly applied for, paid for, and granted in accordance with applicable law.

Section 9. Violation of Condition or Code. Any material violation of any term or condition stated in this Ordinance is grounds for rescission of the approvals made in this Ordinance. Not less than 30 days prior to any action by the Board of Trustees to rescind any approval, the Village will give the owner of the Property written notice of the violation and provide the owner with an opportunity to be heard by the Board of Trustees if the violation has not been cured within that 30-day period.

Section 10. Effective Date. This Ordinance will be in full force and effect from and after (a) its passage, approval, and publication in pamphlet form in the manner provided by law, (b) execution of the Approved Development Agreement by the Applicant as provided in Subsection 8A of this Ordinance, and (c) execution and delivery by the Applicant of the Unconditional Agreement and Consent as provided in Subsection 8Z of this Ordinance.

PASSED this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

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

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

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Thomas Livingston, Village President

ATTEST:

\_\_\_\_\_  
John Burns, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Parcel 1:

Lot 1 in the subdivision of part of the north half of Section 4, Township 38 North, Range 12, east of the Third Principal Meridian, in Cook County, Illinois as per plat thereof recorded in Book 12 of Plats, Page 23, in Cook County, Illinois.

Parcel 2:

Lot 17 in Block 3 in Shawmut Avenue Addition to La Grange in the north half of the northeast quarter of Section 4, Township 38 North, Range 12, east of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

Lot 18 in Block 3 in Shawmut Avenue addition to La Grange in the north half of the northeast quarter of Section 4, Township 38 North, Range 12, east of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

Lot 6 in Block 3 in Lyman's Addition to La Grange a subdivision of part of the north half of Section 4, township 38 North, Range 12, east of the Third Principal Meridian, lying east of the center line of Fifth Avenue and north of the right of way of the Chicago, Burlington and Quincy Railroad in Cook County, Illinois.

Parcel 5:

Lots 2 and 3 in Lizzie E. Lyman's subdivision in Section 4, Township 38 North, Range 12, east of the Third Principal Meridian, in Cook County, Illinois.

Parcel 6:

Lots 7, 8, 9 and 10 (except from said lots 7, 8 and 9 and from the east 15 feet of said Lot 10, the north 2.50 feet thereof) together with lot 19 (except therefrom the east 73.52 feet and except the north 2.50 feet thereof) all in Block 3 of Shawmut Avenue Addition to La Grange, a subdivision of part of the north half of Section 4, Township 38 North, Range 12, east of the Third Principal Meridian, in Cook County, Illinois.

Parcel 7:

That part of the south half of vacated Shawmut Avenue lying north of and adjoining Block 3, aforesaid, described as follows: beginning at the point of intersection of the west line of the east 15 feet of Lot 10 in Block 3, aforesaid, with the south line of said vacated Shawmut Avenue; running thence west along the south line of said street a distance of 35 feet to the northwest corner of Lot 10, aforesaid; thence northeastwardly along a line (which if extended would intersect the southeast corner of Lot 4 in Block 2 in Shawmut Avenue Addition to La Grange, aforesaid) a distance of 40.44 feet to its intersection with the center line of Shawmut Avenue as originally platted; thence east along said original center line of said street a distance of 11.60 feet to its intersection with the northward extension of said west line of the east 15 feet of Lot 10; thence south along said northward extension a distance of 33 feet to the point of beginning, in Cook County, Illinois.

[See next page for depiction of Property]

EXHIBIT B

APPROVED DEVELOPMENT AGREEMENT

**[see attached]**

EXHIBIT C

APPROVED PLANS AND SPECIFICATIONS

**[see attached]**

EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of La Grange, Illinois (the "Village");

WHEREAS, Opus Development Company, L.L.C. (the "Applicant") is the contract purchaser of a certain property within the Village legally described in Attachment A to this Unconditional Agreement and Consent (the "Property"); and

WHEREAS, the Applicant seeks numerous approvals from the Village necessary for the development of the Property (the "Project") as described in La Grange Ordinance No. \_\_\_\_\_ adopted the President and Board of Trustees of the Village of La Grange on \_\_\_\_\_, 20\_\_ (the "Ordinance"); and

WHEREAS, the Ordinance grants approvals sought by the Applicant and necessary for the Project; and

WHEREAS, the Applicant desires to provide the Village with binding evidence of the Applicant's unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in the Ordinance;

NOW THEREFORE, the Applicant and the Village hereby agree and covenant as follows:

1. The Applicant unconditionally agrees to and accepts, and will abide by, all of the terms, conditions, restrictions, and provisions of the Ordinance.
2. The Applicant acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's review and approval of any plans for the Property or the issuance of any permits for the use and development of the Property, and that the Village's review and approval of any such plans and issuance of any such permits do not and will not, in any way, be deemed to insure the Applicant against damage or injury of any kind at any time.
3. The Applicant agrees not to challenge any reverter or revocation provision of the Ordinance on the grounds of any procedural infirmity or any denial of any procedural right.
4. The Applicant shall indemnify the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys as provided in Subsection 11D of the Approved Development Agreement defined in the Ordinance.
5. The Applicant consents to the approvals granted in the Ordinance and to the recordation of the Ordinance and this Unconditional Agreement and Consent

against the Property for the purpose of providing notice that the Applicant is subject to the terms, conditions, restrictions, and provisions of the Ordinance.

DATED this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

OPUS DEVELOPMENT COMPANY, L.L.C.

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

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

Signature: \_\_\_\_\_

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

Attest:

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

Signature: \_\_\_\_\_

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

ATTACHMENT A  
TO UNCONDITIONAL AGREEMENT AND CONSENT

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**VILLAGE OF LA GRANGE**

**AN AGREEMENT  
BETWEEN THE VILLAGE OF LA GRANGE  
AND OPUS DEVELOPMENT COMPANY, L.L.C.  
REGARDING DEVELOPMENT OF THE PROPERTY  
AT THE NORTHEAST CORNER  
OF OGDEN AVENUE AND LA GRANGE ROAD**

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**AN AGREEMENT  
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AT THE NORTHEAST CORNER  
OF OGDEN AVENUE AND LA GRANGE ROAD**

THIS DEVELOPMENT AGREEMENT (the "*Agreement*") is dated as of \_\_\_\_\_, 201\_\_, (the "*Effective Date*") and is by and between the VILLAGE OF LA GRANGE, an Illinois municipal corporation (the "*Village*"), and OPUS DEVELOPMENT COMPANY, L.L.C., a Delaware limited liability company (the "*Developer*").

In consideration of the recitals and the covenants and agreements set forth in this Agreement, the Village and the Developer agree as follows:

**Section 1. Recitals.**

A. The Developer is the contract purchaser of the Property, as defined in Section 2 of this Agreement.

B. The Developer proposes to develop the Property with an apartment building that includes up to 254 rental apartments and an interior five-story parking structure, a retail building that includes up to 9,200 square feet of rental space, dedicated open space, and other improvements including roadways, parking, sidewalks, landscaping, utilities, and street and pedestrian lighting among others.

C. The Developer has provided the Village with evidence of its financial capacity to undertake and complete the Project as approved.

D. The Board of Trustees has reviewed and considered the proposed development of the Property and the zoning approvals requested to authorize the development and has found them, subject to certain conditions, to be consistent with the character of, and existing development patterns in, the Village and to satisfy the standards of the La Grange Zoning Code applicable to them.

E. Pursuant to La Grange Ordinance No. O-\_\_\_-\_\_\_ attached to this Agreement as Exhibit A (the "*Approval Ordinance*"), the Board of Trustees granted the following approvals and relief related to the proposed Property: (i) an amendment to the Village's Zoning Map to rezone all of the Property current classified as OS Open Space into the C-3 General Service Commercial District, (ii) a special use permit authorizing a planned development for the Property, (iii) planned development concept and final plan approval including specific zoning modifications, (iv) site plan approval, and (v) a design review permit. These approvals were made subject to conditions stated in the Approval Ordinance, including execution of, and compliance with, this Agreement.

F. The Village and the Developer desire that the Property be developed and used in compliance with the Approval Ordinance and this Agreement.

## Section 2. Definitions.

Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context:

*“Apartment Building”*: The proposed building that includes up to 254 rental apartments and an interior five-story parking structure.

*“Apartment Building Parcel”*: The land area within the Property depicted and legally described on the Preliminary Plat of Subdivision attached to this Agreement as Exhibit E on which the Apartment Building and related Improvements will be constructed.

*“Approval Ordinance”*: La Grange Ordinance No. O-\_\_-\_\_. See Exhibit A.

*“Approved Apartment Building Exterior Appearance Plans”*: See Subsection 3A of this Agreement.

*“Approved Final Engineering Plans”*: See Subsection 3A of this Agreement.

*“Approved Final Landscaping Plans”*: See Subsection 3A of this Agreement.

*“Approved Final Site Plans”*: See Subsection 3A of this Agreement. The Approved Final Site Plans include among other things the Basic Locust Area Sidewalk & Landscaping Plan and the Enhanced Locust Area Sidewalk & Landscaping Plan.

*“Approved PD Final Plans”*: The preliminary site plans, engineering plans, landscaping plans, and exterior appearance plans attached to this Agreement as part of Exhibit C attached to this Agreement.

*“Approved Public Infrastructure Cost Estimate”*: See Subsection 3B of this Agreement.

*“Basic Locust Area Sidewalk & Landscaping Plan”*: The basic sidewalk and landscaping improvements for the portion of the Ogden / La Grange Sidewalk within and adjacent to the Locust Avenue intersection with Ogden Avenue, to be installed if the Locust Avenue Intersection Improvements have not been constructed as provided in this Agreement. See Subsection 3A of this Agreement.

*“Board of Trustees”*: The President and Trustees of the Village of La Grange.

*“Change in Law”*: The occurrence, after the Effective Date, of an event described in (i) below unless the event is excluded under (ii) below:

- (i) (a) the enactment, adoption, promulgation, or modification of a Requirement of Law, (b) the order or judgment of any federal or State of Illinois court, administrative agency, or other governmental body, or (c)

the imposition by a governmental authority of any conditions on, or delays in, the issuance or renewal of any governmental license, approval, or permit (or suspension, termination, interruption, revocation, modification, denial, or failure of issuance or renewal thereof, by a governmental authority) necessary for the undertaking of the services to be performed under this Agreement.

- (ii) An event described in (i) above is not a Change in Law if (a) the event does not materially change the costs or ability of the party relying thereon to carry out its obligations under this Agreement, (b) the event is caused by the fault of the party relying thereon, or (c) the event is authorized by this Agreement.

*“Consulting Engineer”*: The Village’s consulting engineering firm, which is Baxter & Woodman unless otherwise identified in writing by the Village.

*“Developer Affiliate”*: Any person directly or indirectly controlling, controlled by, or under common control with the Developer. For purposes of this definition, the term “control” (including the correlative meaning of the terms “controlling,” “controlled by,” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such person whether through the ownership of voting securities or by contract or otherwise, except that, but without limiting the foregoing, no pledge of voting securities of any person without the current right to exercise voting right with respect thereto will by itself be deemed to constitute control over such person. Without limiting the generality of the foregoing, a Developer Affiliate may include any entity that directly or indirectly through one or more intermediaries is controlled by, controls, or is under common control with some or all of (i) Opus Holding, L.L.C., its members, and all of its direct and indirect subsidiaries and (ii) any limited liability company, corporation, partnership, or other entity that is owned in whole or in part by any of the entities described in subparagraph (i) above.

*“Development Phasing Plan”*: A plan establishing the phases of construction for the Project, including the Apartment Building phase, a Retail Building phase, and any other appropriate phases determined by the Developer and including a construction timeline and construction staging plans for each phase, all of which must be included as part of Exhibit C.

*“Director”*: The Village’s Director of Community Development.

*“Effective Date”*: The date written in the first paragraph of this Agreement.

*“Enhanced Locust Area Sidewalk & Landscaping Plan”*: The enhanced sidewalk, landscaping, and related improvements for the portion of the Ogden / La Grange Sidewalk within and adjacent to the Locust Avenue intersection with Ogden Avenue, to be installed if the Locust Avenue Intersection Improvements are constructed, as provided in this Agreement. See Subsection 3A of this Agreement.

*“IDOT”*: The Illinois Department of Transportation.

*"IEPA"*: The Illinois Environmental Protection Agency.

*"Improvements"*: The Apartment Building, the Retail Building, and the Infrastructure Improvements.

*"Infrastructure Improvements"*: All utilities, streets, drive aisles, curbs, gutters, street lights, parking spaces, parking structures, sidewalks, pedestrian lighting, signs, landscaping, and related improvements for the Project, whether within the Property, within adjacent property, or within adjacent rights-of-way, as shown in and reasonably inferable from the documents included in Exhibit C. The Infrastructure Improvements consist of the Public Infrastructure Improvements and the Private Infrastructure Improvements.

*"Locust Avenue Intersection Improvements"*: The realignment of the Locust Avenue intersection with Ogden Avenue as shown in the Locust Avenue Intersection Improvements Plan.

*"Locust Avenue Intersection Improvements Plans"*: The plans attached to this Agreement as part of Exhibit C providing for improvements approved by IDOT to the existing Locust Avenue intersection with Ogden Avenue.

*"MWRD"*: The Metropolitan Water Reclamation District of Greater Chicago.

*"Ogden / La Grange Sidewalk"*: All of the sidewalk and related landscaping, street lighting, pedestrian lighting, furniture, way-finding signs, and other amenities shown on the Approved Final Site Plans and Approved Final Landscaping Plans. The Ogden / La Grange Sidewalk includes the north-south sidewalk along the west side of the Locust Avenue right-of-way, all of the Ogden Avenue frontage of the Property, and all of the La Grange Road frontage of the Property, regardless of whether on private property or public right-of-way. The Ogden Avenue portion of the Ogden / La Grange Sidewalk includes all land between the north Ogden Avenue curb and the meandering north line of the paved areas of the Ogden / La Grange Sidewalk, as shown on the permanent easement related to the Ogden / La Grange Sidewalk described in Subsection 4B of this Agreement. *See also* Subsection 5G of this Agreement.

*"Pedestrian Walkway"*: The pedestrian walkway, clearly marked by signs, through the ground level floor of the parking structure within the Apartment Building, from the west entrance into the parking structure to the Locust Avenue right-of-way, as depicted in the Approved Final Site Plans.

*"Preliminary Plat of Subdivision"*: *See* Exhibit E and Subsection 3A(vi) of this Agreement.

*"Private Infrastructure Improvements"*: All of the Infrastructure Improvements that are not Public Infrastructure Improvements as shown on the Approved Final Engineering Plans.

*"Project"*: The entirety of the Improvements and the work necessary to construct the Improvements.

*“Project Declaration”*: The declaration of reciprocal easements, covenants, conditions, and restrictions for the Project attached to this Agreement as Exhibit D to this Agreement. See Section 7 of this Agreement.

*“Property”*: The real property of approximately 4.3 acres in area generally located at the northeast corner of the intersection of La Grange Road and Ogden Avenue within the Village and legally described in Exhibit B attached to this Agreement.

*“Public Infrastructure Construction Schedule”*: The general timeline for construction of the Public Infrastructure Improvements related to the Project, which timeline must be included in the Approved Final Engineering Plans.

*“Public Infrastructure Improvements”*: The following: (i) all of the Infrastructure Improvements that are being dedicated to the Village, to other governmental agencies, or otherwise for public use, (ii) all bicycle parking, (iii) the Pedestrian Walkway, and (iv) the Ogden / La Grange sidewalk.

*“Requirements of Law”*: All applicable federal and State of Illinois laws and statutes, the Zoning Code, the Village’s Code of Ordinances, and the Village’s building, stormwater management, and other codes and regulations. The standards of the 2012 International Building Code will apply to architectural and structural plans and specifications for all buildings within the Project unless preempted by State of Illinois or federal law. Otherwise, Village-adopted model codes will apply and State of Illinois building codes will apply in the absence of an applicable Village-adopted model code. Federal regulations will apply to any accessibility standards not included in the Illinois Accessibility Code.

*“Retail Building”*: The proposed building that includes up to 9,200 square feet of rental space on the Retail Building Parcel.

*“Retail Building Parcel”*: The land area located generally in the southwest corner of the Property included in the Retail Building phase, as depicted and legally described on the Preliminary Plat of Subdivision attached to this Agreement as Exhibit E.

*“Retail Building Parcel Interim Landscaping Plan”*: The detailed landscaping plan included with the Approved Final Landscaping Plans depicting the landscaping that will be installed on the Retail Building Parcel after the Apartment Building is built and maintained until the Retail Building is constructed. See Subsection 5H of this Agreement.

*“Retail Space”*: Any space within the Retail Building for lease to a retail tenant.

*“Site Work”*: Grading land, excavating soil and debris, and environmental remediation, and forming and pouring footings and foundations for the Apartment Building.

*“Uncontrollable Circumstance”*: An event that is beyond the reasonable control of and occurs without the fault of the party relying thereon and includes, but is not limited to, the following events:

- an insurrection, riot, civil disturbance, sabotage act of a public enemy, explosion nuclear incident, war, or naval blockade;
- an epidemic, hurricane, tornado, landslide, earthquake, lightning, fire windstorm, or other casualty or act of God, or persistent bad weather that impedes progress;
- materials or supplies shortages outside the Developer’s control;
- concealed conditions within the Property that create circumstances impeding reasonable progress;
- a government condemnation or taking;
- a strike, lockout, or other labor dispute other than those caused by the unlawful acts of the Developer;
- a Change in Law.

Neither party may claim that any of the following events or conditions is an Uncontrollable Circumstance: Economic hardship, impracticability of performance, commercial, economic, or market conditions, or a failure of performance by a contractor (except as caused by an event that is an Uncontrollable Circumstance as to that contractor). See Subsection 15L regarding Force Majeure.

*“Village Code”*: The La Grange Code of Ordinances.

*“Village Manager”*: The La Grange Village Manager or his or her designee.

*“Zoning Code”*: The La Grange Zoning Code.

**Section 3. Final Plans; Cost Estimate.**

A. Final Plans. Prior to the issuance by the Village of any permit for work within the Property other than Site Work, the Developer must provide to the Village the following detailed final plans for the Project except the Retail Building Parcel:

- (i) Engineering plans that conform with the preliminary engineering plans attached to this Agreement as part of Exhibit C, which have been approved by the Village, including the following elements: Utilities serving the Project; the Locust Avenue Intersection Improvements Plans; cable and other telecommunications infrastructure, if any; the Public Infrastructure Improvements; the configuration of Shawmut Avenue; the intersections affected by the Project, including sidewalks, parkways, curbs and gutters, crosswalks, lighting, bollards, and related improvements at the northeast corner of Ogden Avenue and La Grange Road, and way-finding signs; repair and resurfacing of the Locust Avenue parking lot; water, sewer, and stormwater mains and service lines; stormwater control facilities; burial of overhead utility wires in coordination, as appropriate,

with IDOT and the Village as to timing and location; and the Development Phasing Plan. The Development Phasing Plan may be revised by the Developer from time to time during the Project. The Developer must provide the Village a copy of each revised Development Phasing Plan. If any change in construction staging materially and adversely affects public right-of-way, then the Village must approve the construction staging plans prior to the Developer implementing those changes.

If the final engineering plans substantially conform with the preliminary engineering plans, then they will be approved by the Village (the "*Approved Final Engineering Plans*").

- (ii) Final site plans for the Project that conform with the preliminary site plans attached as part of Exhibit C, which have been approved by the Village. The final site plans must include among other things the Basic Locust Area Sidewalk & Landscaping Plan and the Enhanced Locust Area Sidewalk & Landscaping Plan (*see* Subsection 5K of this Agreement regarding construction of Locust Avenue Intersection Improvements) and locations of bicycle parking. If the final site plans substantially conform with the preliminary site plans, then they will be approved by the Village (the "*Approved Final Site Plans*"). The Project must be constructed in compliance with the Approved Final Site Plans.
- (iii) Final landscaping plans for the Project that conform with the preliminary landscaping plans attached as part of Exhibit C, which have been approved by the Village. The final landscaping plans must include the Retail Building Parcel Interim Landscaping Plan (*see* Subsection 5H of this Agreement regarding interim landscaping of the Retail Building Parcel). The final landscaping plans must be substantially consistent with the open space and streetscape design standards of the Village of La Grange BNSF Railroad Corridor Subarea Plan Urban Design Guidelines. If the final landscaping plans substantially conform with the preliminary site plans and the provisions of this Subsection (iii), then they will be approved by the Village (the "*Approved Final Landscaping Plans*"). The Project must be constructed in compliance with the Approved Final Landscaping Plans.
- (iv) Final exterior appearance plans for the Apartment Building consistent with the preliminary appearance plans for the Apartment Building attached as part of Exhibit C. Once those plans have been finalized, the Director will approve and sign a set of the final plans (the "*Approved Apartment Building Exterior Appearance Plans*").

The Developer must construct, prior to commencement of any work on the Apartment Building other than Site Work, a representative "stack" wall on the Apartment Building Parcel with the masonry, wood, and all other construction materials shown on the Approved Apartment Building Exterior Appearance Plans. The stack wall must accurately depict the

materials and techniques to be used for the walls of the Apartment Building. The stack wall must be reviewed by the Director and will be approved by the Director if it conforms to the Approved Apartment Building Exterior Appearance Plans.

- (v) Exterior appearance plans for the Retail Building. Those exterior appearance plans must accurately depict all building features in detail, including without limitation brickwork, stonework, rooflines, eaves, doorways, windows, jambs, finials, dentils, moldings, banding, arches, and similar features. Notwithstanding the first sentence of this Subsection A, the exterior appearance plans for the Retail Building may be submitted at any time. The Developer must submit, along with those exterior appearance plans, a properly completed application for a design review permit for the Retail Building, which application must be accompanied by a sample of each material that is proposed for the exterior of the Retail Building, including masonry, wood, and all other construction materials. The materials samples must be the materials and colors to be used for the Retail Building. The exterior appearance plans for the Retail Building must be approved through the Village's design review permit review process. Once a design review permit for the Retail Building has been approved by the Village, then the Director will sign a set of the final exterior appearance plans (the "*Approved Retail Building Exterior Appearance Plans*").

After a design review permit is approved by the Village but before any permit is issued by the Village for construction of the Retail Building, the Developer must construct on the Retail Building Parcel a representative "stack" wall with the masonry, wood, and all other construction materials that comprise the approved exterior appearance plans for the Retail Building. The stack wall must accurately depict the materials and techniques to be used for the walls of the Retail Building. The stack wall must be reviewed by the Director and will be approved by the Director if it conforms to the approved exterior appearance plans.

- (vi) Final plat of subdivision that conforms to the standards for final plats of subdivision in the Village's Code of Ordinance and to the preliminary plat of subdivision attached to this Agreement as Exhibit E.

B. Public Infrastructure Cost Estimate. The Developer must prepare and submit, for approval by the Consulting Engineer, an estimate of the cost of construction of the Public Infrastructure Improvements, based on the Approved Final Engineering Plans. After that estimate is reviewed, revised as necessary, and approved by the Consulting Engineer, then it will be attached to this Agreement as Exhibit F (the "*Approved Public Infrastructure Cost Estimate*").

#### **Section 4. Development and Use of the Property.**

A. General Provisions. The following general standards apply to development of the Property.

- (i) The Developer may elect not proceed with the Project or a particular phase of the Project, in the Developer's sole discretion. If the Developer does not proceed with the Project, then the Developer has no obligation to construct the Infrastructure Improvements.
- (ii) If the Developer has not acquired fee simple title to the Apartment Building Parcel by October 31, 2015, or if the Developer has not acquired fee simple title to the Retail Building Parcel by April 30, 2016, or if the Developer has not secured a building permit from the Village and commenced construction of the Site Work by April 30, 2016, (the "*Project Commencement Deadline*") then, subject to the provisions of Paragraph (iii) immediately below, this Agreement will automatically terminate, be null and void, and confer no value, benefit, opportunity, entitlement, or right of any kind or nature to the Developer or any Developer successor, assign, or transferee.
- (iii) The Board of Trustees may extend the Project Commencement Deadline to a date certain by ordinance properly passed and approved by the Board of Trustees prior to the Project Commencement Deadline. The obligations of the Developer under Section 8 of this Agreement will survive the termination of this Agreement under Paragraph (ii) immediately above and be binding on the Developer.
- (iv) Except for minor alterations that the Developer may submit due to final engineering and site work, which alterations are approved by the Village's Director of Public Works, development of the Property must conform to the following: (i) the Approval Ordinance, (ii) this Agreement, (iii) all of the final plans provided in Section 3 of this Agreement, and (iv) the Requirements of Law. Unless otherwise provided in this Agreement, in the event of a conflict between or among any of the listed plans and documents, the plan or document that provides the greatest consistency with this Agreement and the Project as a whole, as reasonably determined by the Village Manager in consultation with the Developer, will control. All of the plans and documents must be interpreted to the fullest extent possible so that the duties and requirements imposed by any one of them are cumulative among all of them.

B. Easements. Prior to the issuance by the Village of any permit for work other than Site Work, the Developer must grant the following easements to the Village and, as appropriate, other governmental bodies and utility services providers. The easements must be permanent and must be granted using language approved by the Village Manager. The following easements will be granted in the Project Declaration:

- (i) Utility easements for all public utilities, and all telecommunications and cable providers if any, within the Property, including over common areas if necessary for the purposes of installing, servicing, and repairing utilities and providing public and emergency services.

- (ii) An easement providing for public access to not fewer than 41 parking spaces located on the exit level of the parking structure in the Apartment Building (the "Reserved Spaces") and restricting use of the Reserved Spaces to the public (including guests of tenants but not tenants). The easement must authorize the posting of way-finding and informational signs by the Village and Village authority, in consultation with the Developer, to (a) establish rules such as time limits and the like for the Reserved Spaces consistent with their intended use by shoppers, park visitors, and guests and (b) perform maintenance and repairs to the Reserved Spaces at the Developer's expense if the Developer fails to properly perform maintenance and repairs. The Project Declaration must identify the location of the Reserved Spaces.
- (iii) An easement for the Pedestrian Passageway. The easement must allow permanent pedestrian passage for the general public and must authorize posting of way-finding and informational signs and authorize the Village to perform maintenance and repairs to the Pedestrian Walkway at the Developer's expense if the Developer fails to properly perform maintenance and repairs. The Project Declaration must depict the area subject to the easement.
- (iv) An easement for general public pedestrian access onto and across drive aisles, parking areas, and sidewalks within the Property from Shawmut Avenue, La Grange Road, Ogden Avenue, and the Locust Avenue right-of-way for access to the Pedestrian Walkway, the Locust Avenue parking lot, and Gordon Park.
- (v) A easement for inspection and maintenance of the stormwater management system within the Project, including without limitation the stormwater detention facility and the restrictor.

The following easement must be granted at the earlier to occur of (a) Developer acquisition of the Retail Building Parcel or immediately prior to issuance by the Village of the first certificate or temporary certificate of occupancy for the Apartment Building. The easement must be granted by separate easement agreement and plat of easement: A permanent easement for the Ogden / La Grange Sidewalk in the form attached to this Agreement as Exhibit G. The dimensions and configuration of the easement premises may be adjusted as necessary to conform to IDOT requirements for the IDOT improvements to Ogden Avenue and La Grange Road depicted in their current configuration in the Approved Final Engineering Plans. This easement must provide for permanent pedestrian use of the Ogden / La Grange Sidewalk by the general public as a sidewalk and rights in the Village to maintain, repair, and replace the Ogden / La Grange Sidewalk or any parts of it if the Developer or others with responsibility fail to properly maintain, repair, or replace it, all at the expense of the Developer or other responsible parties, subject to reasonable notice and cure provisions.

C. Ogden Avenue Turn Lane Property Transfer. Prior to the issuance by the Village of any permit for work other than Site Work, the Developer must grant or transfer an easement or other property rights in the Property depicted in the Approved

Final Engineering Plans, with any minor changes that may be required by IDOT, for the proposed right turn lane from westbound Ogden Avenue onto northbound La Grange Road.

D. Property within Shawmut Avenue Right-Of-Way. Prior to the issuance by the Village of any permit for work other than Site Work, the Developer must dedicate to the Village as public right of way all portions of the Property located within the former Shawmut Avenue right-of-way as depicted on the Approval Final Site Plans, so that the Shawmut Avenue right-of-way is restored to its full width everywhere that it abuts the Property.

E. Project Declaration. The Project will be subject to the Project Declaration. See Section 7 of this Agreement.

F. Construction in Phases. The project will be constructed in phases as provided in the Development Phasing Plan.

G. Maintenance of Damage to Public Property. During construction of the Project, the Developer must (i) maintain all streets, sidewalks, and other public property in and adjacent to the Property in a good and clean condition and free of hazards at all times, (ii) promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Property by the Developer or any agent of or contractor hired by, or on behalf of, the Developer, and (iii) repair all damage that may be caused by the activities of, or on behalf of, the Developer or any agent of or contractor hired by, or on behalf of, the Developer. If, within four hours after the Village gives the Developer notice to clean mud, dirt, or debris or to repair damage in compliance with this subsection, the Developer neglects or fails to clean or repair or to undertake with due diligence to clean or repair the affected public property, then the Village may clean or repair the affected property, either with its own forces or with contract forces, and recover from the Developer the greater of \$300 or the sum equal to the total cost incurred by the Village including without limitation administrative costs.

H. Retail Uses. As provided in the Approval Ordinance, each Retail Space may be leased or sold only for a retail-sales-tax-generating use as provided in Exhibit H (an "Approved Retail Uses") unless otherwise specifically approved by the Village Manager as provided in this Subsection or in Exhibit H. The Village Manager, at the request of the Developer in writing, may approve a use for Retail Space that is not an Approved Retail Use only if all of the following standards are satisfied:

- (i) Not less than 50 percent of the total rentable square footage of the Retail Building is leased for an Approved Retail Use; and
- (ii) The proposed use will be compatible with the retail-sales-tax-generating character of the Retail Building by generating customer visits that will benefit retail tenants or providing a useful service to the residents of the Apartment Building; and
- (iii) The proposed use is not a temporary use, office use, or service use; and

- (iv) The proposed use is authorized in the C-3 General Services Commercial District by either the permitted use list in Section 5-102 of the Zoning Code or the special use list in Section 5-105 of the Zoning Code; and
- (v) The proposed use will not have an adverse impact on any Approved Retail Use in the Retail Building.

The Village has the right to require the cessation of any use not in compliance with the Approval Ordinance or this Agreement.

I. Environmental Conditions. The Village is not responsible for any adverse environmental conditions within the Property. In the development of the Project, the Developer must remain in compliance with all applicable federal and State of Illinois environmental laws and regulations.

## **Section 5. Infrastructure Improvements.**

A. Developer's Duty to Construct Improvements. The Developer, at its sole cost, must construct and install all of the Infrastructure Improvements except as provided under Subsection 4A(i) of this Agreement.

B. Standards Applicable to Infrastructure Improvements. The following standards apply to the construction of the Infrastructure Improvements.

- (i) General Standards. All Infrastructure Improvements must be constructed pursuant to the standards in this Agreement and all Requirements of Law. All work performed in the construction of the Infrastructure Improvements must be conducted in a good and workmanlike manner. All materials used for construction of the Infrastructure Improvements must be new and of first-rate quality.
- (ii) Special Standards. Construction of the Infrastructure Improvements must conform to the applicable standards of the MWRD, IDOT, and the IEPA.
- (iii) Prosecution of the Work. Once Site Work has commenced, the Developer and all of its contractors must prosecute work on the Infrastructure Improvements diligently until the work is properly completed.
- (iv) Inspection, Engineering, Testing Services. The Developer must provide, at its sole cost, all inspection, engineering, and testing for construction of the Infrastructure Improvements, including without limitation (a) full on-site construction supervision services (including daily reports), (b) periodic inspections by a professional engineer of construction of the Public Infrastructure Improvements, and (c) third-party materials sampling and testing services. The Developer must promptly provide the Village with the names of the project manager and project engineer and telephone numbers at which the project manager and project engineer can be reached at all times.

- (v) Village Inspections and Approvals. Village representatives have the full right, the permission of the Developer, and the authority to inspect all work on the Infrastructure Improvements at all times and to confirm compliance with all requirements of this Agreement and all Requirements of Law.
- (vi) Other Approvals. When the construction of an Infrastructure Improvement requires the permission or approval of a regulatory agency, including without limitation the MWRD, IDOT, or the IEPA, then the Developer must take all steps required to obtain the required permission or approval. The Developer may not commence work requiring the permission or approval of any such agency in advance of receiving that permission or approval.

C. Schedule for Completion of Public Infrastructure Improvements. All Public Infrastructure Improvements must be completed and made ready for inspection, approval, and any required acceptance by the Village in a manner consistent with the Public Infrastructure Construction Schedule as it may be modified from time to time. The Developer will be allowed extensions of time beyond the completion dates set forth in the Public Infrastructure Construction Schedule due to force majeure or if approved by the Village Manager in writing for good cause shown. To make a claim for an extension of time for delay due to force majeure, the Developer must, within five days after the Uncontrollable Circumstance commences and again within five days after the delay terminates, give notice to the Village including the cause for the delay, the period or anticipated period of the delay, and the steps taken by the Developer to mitigate the effects of the delay. Any failure of the Developer to give the required notice will be deemed a waiver of any right to an extension of time for any delay due to force majeure.

D. Approvals of Public Infrastructure Improvements. When the Developer determines that a Public Infrastructure Improvement has been properly completed, the Developer must request final inspection and approval of that Public Infrastructure Improvement by the Village. The notice and request must be given sufficiently in advance to allow the Village time to inspect that Public Infrastructure Improvement and to prepare a punch list of items requiring repair or correction and to allow the Developer time to make all required repairs and corrections prior to the scheduled completion date. The Developer must promptly make all necessary repairs and corrections as specified on the punch list. The Village will not be required to approve any Public Infrastructure Improvement until it has been fully and properly completed in accordance with the Approved Final Engineering Plans, including without limitation all punch list work for that Public Infrastructure Improvement.

E. Dedication and Acceptance of Public Infrastructure Improvements. The Developer will dedicate to the Village the approved Public Infrastructure Improvements, except (i) bicycle parking, (ii) the Pedestrian Walkway, (iii) the Ogden / La Grange Sidewalk, and (iv) any other Public Infrastructure Improvement that is specified in the Approved Final Engineering Plans as being retained by the Developer. The Village must accept a Public Infrastructure Improvement when it has been fully and properly completed, but nothing will constitute an acceptance by the Village of any Public Infrastructure Improvement except only express written acceptance by the

Village. Prior to acceptance of a Public Infrastructure Improvement by the Village, the Developer must execute, or cause to be executed, all documents that the Village reasonably requests to transfer ownership of that Public Infrastructure Improvement to the Village, free and clear of all liens, claims, and encumbrances or restrictions that would prevent the Village from operating, maintaining, repairing, or replacing that Public Infrastructure Improvement. The documents transferring ownership of a Public Infrastructure Improvement to the Village must be reasonably acceptable in form and substance to the Village Manager. The Developer, simultaneously, must grant or cause to be granted to the Village any easement or other property right necessary for the Village to operate, maintain, service, repair, and replace a Public Infrastructure Improvement if such a property right has not previously been granted to the Village, which grant must be in form and substance reasonably acceptable to the Village and the Developer.

F. Guaranty and Maintenance of Public Infrastructure Improvements. The Developer hereby guarantees the prompt and satisfactory correction of all defects and deficiencies in any Public Infrastructure Improvement that occur or become evident within two years after approval and any required acceptance of that Public Infrastructure Improvement by the Village pursuant to this Agreement. If any defect or deficiency occurs or becomes evident during the two-year period, then the Village will give notice to the Developer stating the defect or deficiency and the Developer must correct the defect or deficiency within 10 days after receipt of the notice or, if the defect or deficiency cannot reasonably be corrected within that 10-day period, then such longer period of time as is reasonably necessary to correct the defect or deficiency so long as the Developer had promptly commenced and is diligently pursuing the correction. If the defect or deficiency is not corrected within the required time period, then the Village may undertake the correction and then the Village will have the right to draw from the performance securities deposited pursuant to Section 10 of this Agreement to reimburse itself for all costs and expenses incurred in making the correction. If any Public Infrastructure Improvement is repaired or replaced by the Developer pursuant to the demand of the Village, then the guaranty provided by this Subsection 5F will be extended, as to the repair or replacement, for two full years after the date of completion of the repair or replacement.

If the Consulting Engineer determines at any time that the Developer is not adequately maintaining or has not adequately maintained any Public Infrastructure Improvement for which the Developer has maintenance responsibility, then the Village may give written notice to the Developer and any Mortgagee for which the Developer has previously given the Village full and current contact information of the inadequate maintenance. If the Developer has not cured the inadequate maintenance within 10 days after receipt of the notice or, if the inadequate maintenance cannot reasonably be cured within that 10-day period, then such longer period of time as is reasonably necessary to cure the inadequate maintenance so long as the Developer had promptly commenced and is diligently pursuing the cure, then the Village may enter on any or all of the Property for the purpose of performing maintenance work on any affected Public Infrastructure Improvement. Thereafter the Village will give the Developer, and any Mortgagee (as defined in Subsection 15H of this Agreement) for which the Developer has previously given the Village full and current contact information, 30-days notice

and invoice for reimbursement of all costs actually incurred by the Village. If the Village's invoice has not been paid within that 30-day period, then the Village will give a final five-day written notice for reimbursement to the Developer and any Mortgagee for which the Developer has previously given the Village full and current contact information and if the Developer fails to make full reimbursement within that five-day period, then the Village will have the right to draw from the performance securities deposited pursuant to Section 10 of this Agreement.

G. Maintenance of Ogden / La Grange Sidewalk. The Developer must maintain the Ogden / La Grange Sidewalk in good condition at all times. If the Developer fails to maintain that sidewalk in good condition, and fails to cure the maintenance failure within 30 days for capital maintenance matters (or such longer period of time as is reasonably necessary to cure the inadequate maintenance so long as the Developer had promptly commenced and is diligently pursuing the cure), or within 24 hours for routine maintenance matters such as snow removal; litter, rubbish, and garbage removal; landscaping maintenance; removal or repair of safety hazards; and similar matters, after written notice from the Village to the Developer stating the maintenance issue, then the Village, under this Subsection G and the permanent easement over the Ogden / La Grange Sidewalk granted to the Village, may perform the necessary maintenance using its own forces or a third party and then either reimburse itself for all costs it incurs to perform the maintenance, using special service area tax funds collected or to be levied or, subject to the following notices, demand reimbursement of those costs from the Developer if special service area tax funds are not immediately available. The Village must give a second, 30-day written notice of a demand for reimbursement from the Developer, which notice must be given to the Developer and any Mortgagee for which the Developer has previously given the Village full and current contact information. If the Developer fails to make full reimbursement within the second 30-day period, then the Village will give a final five-day written notice for reimbursement to the Developer and any Mortgagee for which the Developer has previously given the Village full and current contact information and if the Developer fails to make full reimbursement within that five-day period, then the reimbursement amount, together with interest and costs of collection, will become a lien against the Property and the Village will have the right to collect that reimbursement amount, with interest and costs, and to enforce the lien in the same manner as mortgage foreclosure proceedings. The Village lien will be subordinate to the lien of any mortgagee or similar financing then in place on the Property.

H. Landscaping and Maintenance of Retail Building Parcel. Except as provided in the next sentence of this Paragraph H, the Developer must install landscaping on the Retail Building Parcel in accordance with the Retail Building Parcel Interim Landscaping Plan within 90 days after the first temporary certificate of occupancy is issued for the Apartment Building and before a final certificate of occupancy is issued for the Apartment Building. The requirement to install the landscaping will not apply if the Developer has filed with the Village a completed application for a building permit to construct the Retail Building. The Developer must maintain the landscaping on the Retail Building Parcel in good condition at all times until a building permit has been issued for, and construction has commenced on, the Retail Building. The duty of the Developer to maintain the landscaping has no

expiration, and if the Retail Building is never constructed, then the Developer must maintain the landscaping in perpetuity. If the Developer fails to maintain the landscaping in good condition, and fails to cure the maintenance failure within 30 days after written notice from the Village to the Developer stating the maintenance issue, then the Village, under this Subsection H, may perform the necessary maintenance using its own forces or a third party and then either reimburse itself for all costs it incurs to perform the maintenance, using special service area tax funds collected or to be levied or, subject to the following notices, demand reimbursement of those costs from the Developer if special service area tax funds are not available. The Village must give a second 30-day written notice for reimbursement from the Developer, which notice must be given to the Developer and any Mortgagee for which the Developer has previously given the Village full and current contact information. If the Developer fails to make full reimbursement within the second 30-day period, then the Village will give a final five-day written notice for reimbursement to the Developer and any Mortgagee for which the Developer has previously given the Village full and current contact information and if the Developer fails to make full reimbursement within that five-day period then that reimbursement amount, together with interest and costs of collection, will become a lien against the Property and the Village will have the right to collect that reimbursement amount, with interest and costs, and to enforce the lien in the same manner as mortgage foreclosure proceedings. The Village lien will be subordinate to the lien of any mortgagee or similar financing then in place on the Property.

I. Abandonment of Construction. If the Developer abandons the Project, then the Developer, within 60 days after notice from the Village, must remove any partially constructed or partially completed portion of the Apartment Building from the Property. For purposes of this Paragraph I, "abandons" means cessation of construction for a continuous period of 90 days for any reason other than force majeure. If the Developer fails or refuses to remove the partially constructed or partially completed portions of the Apartment Building within the 60-day period or such longer period of time as is reasonably necessary to complete the removal so long as the Developer had promptly commenced and is diligently pursuing the cure, then the Village will have, and is hereby granted in addition to all other rights afforded to the Village in this Agreement and by law, the right, at its option, to demolish and remove any partially constructed or partially completed portions of the Apartment Building. Thereafter, the Village may charge the Developer, by 30-days notice to the Developer and any Mortgagee for which the Developer has previously given the Village full and current contact information, an amount equal to the Village's actual cost of that work, including without limitation legal and administrative costs. If the amount so charged is not paid by the Developer within the 30-day period, then the Village must give a final five-day written notice for reimbursement to the Developer and any Mortgagee for which the Developer has previously given the Village full and current contact information and if the Developer fails to pay the amount so charged within that five-day period, then the reimbursement amount, together with interest and costs of collection, will become a lien against the Property and the Village will have the right to collect that reimbursement amount, with interest and costs, and to enforce the lien in the same manner as mortgage foreclosure proceedings. The Village lien will be subordinate to the lien of any mortgage or similar financing then in place on the Property.

J. As-Built Plans. Within 30 days after completion of construction of any Public Infrastructure Improvement, the Developer must submit to the Village Manager final "as-built" plans for that improvement.

K. Locust Avenue Intersection Improvements; Locust Avenue Area Sidewalk and Landscaping. The Village is seeking IDOT approval for the Locust Avenue Intersection Improvements Plans and full funding for the cost of the Locust Avenue Intersection Improvements (the "*Locust Avenue Funding*"). After IDOT has approved the Locust Avenue Intersection Improvements, and after the Locust Avenue Funding is secured, the Village will cause the Locust Avenue Intersection Improvements to be constructed.

The Village may use third-party forces to undertake construction of the Locust Avenue Intersection Improvements, or the Village in its discretion may, if the Developer's contractor is still working on the Project, determine to enter into a contract with the Developer's contractor to construct the Locust Avenue Intersection Improvements at a negotiated price.

If construction of the Locust Avenue Intersection Improvements commences prior to the issuance of a final certificate of occupancy for the Apartment Building, then the Developer must install the improvements shown on the Enhanced Locust Area Sidewalk & Landscaping Plan, which installation may be made after or simultaneously with construction of the Locust Avenue Intersection Improvements, whichever is most efficient and feasible in the determination of the Developer.

If, however, the Village and the Developer determine that construction of the Locust Avenue Intersection Improvements will not commence until after completion of construction of the Ogden / La Grange Sidewalk and issuance of a final certificate of occupancy for the Apartment Building, then the Developer will install the Basic Locust Area Sidewalk & Landscaping Plan. Thereafter, the Developer may choose, in its discretion, one of the following options:

- (i) The Developer may deposit with the Village cash in the amount of the Approved Cost Estimate for installation of the improvements in the Enhanced Locust Area Sidewalk & Landscaping Plan to reimburse the costs of future installation by the Village. That deposit of cash will fulfill all of the Developer's obligations related to the installation of the improvements in the Enhanced Locust Area Sidewalk & Landscaping, or
- (ii) The Developer may retain the responsibility to install the improvements in the Enhanced Locust Area Sidewalk & Landscaping Plan in the future promptly after the Locust Avenue Intersection Improvements are completed. In this case, the Developer must provide the Village a performance letter of credit in the amount of the Approved Cost Estimate for installation of the improvements in the Enhanced Locust Area Sidewalk & Landscaping Plan, in a form similar to the Performance and Payment Letter of Credit defined in Subsection 10A of this Agreement. If at any time the Developer determines that it no longer desires to retain responsibility to install the improvements in the Enhanced Locust Area

Sidewalk & Landscaping Plan, then the Developer may deposit with the Village cash in the amount of the Approved Cost Estimate in the manner stated in (i) above and the Village will return the performance letter of credit to the Developer. That deposit of cash will fulfill all of the Developer's obligations related to the installation of the improvements in the Enhanced Locust Area Sidewalk & Landscaping.

The Locust Avenue Intersection Improvements will be constructed in accordance with the Locust Avenue Intersection Improvements Plans, as they may be revised if required by IDOT.

L. Apartment Building Parking Garage Access. The Village will grant for the benefit of the Property non-exclusive rights of ingress and egress for the Apartment Building parking garage over the Locust Avenue right of way. The easement will be granted at the time of the Developer's acquisition of the Apartment Building Parcel in the form attached to this Agreement as Exhibit I.

M. Sign Easements. The Developer may submit plans for a sign related to the Project in the area of the intersection of La Grange Road and Shawmut Avenue and for a sign in the area of the intersection of Ogden Avenue and Locust Avenue. The Village will grant to the Developer, for the benefit of the Property, easement rights or other appropriate rights to install, maintain, and repair one or both of the signs if the sign is approved by the Village under the Village's generally applicable sign regulations in effect as of the Effective Date and if the sign is located on Village property or other property over which the Village has jurisdiction to grant such rights. The foregoing grant of easements will be in form substantially the same as the form attached to this Agreement as Exhibit I.

N. Temporary Construction Easements. The Village will grant the Developer temporary construction easements as depicted in the Approved Final Engineering Plans over (i) the Locust Avenue parking lot abutting the east property line of the Property and (ii) the Shawmut Avenue right of way abutting the northwest corner of the Property near La Grange Road, which easements will be for the purposes of, and sufficient for, the Developer undertaking work on the Project both within the easement premises and within the Property adjacent to the easement premises.

## **Section 6. Construction Staging, Traffic, Parking; Streets.**

A. Construction Staging. When the Developer commences a phase of the Project, then the staging of work must be in conformance with approved construction staging plans, as they may be revised from time to time. The staging plans must include, among other things, plans for maintaining public vehicular access through the intersection of La Grange Road and Shawmut Avenue to the existing multiple family residential building called La Grange Tower and through the intersection of Ogden Avenue and Locust Avenue to Gordon Park.

B. Designated Traffic Routes. The Village, in consultation with the Developer, may designate routes of access to the Property for construction traffic to protect pedestrians and to minimize disruption of traffic and damage to particular

streets. The designated routes will not unduly hinder or obstruct efficient access to the Property for construction traffic.

C. Parking. All construction-related vehicles, including passenger vehicles and construction equipment, must be parked within the Property or in areas designated in advance in writing by the Village.

D. Streets, Sidewalks, and Other Rights-Of-Way. Work on streets, sidewalks, and other rights-of-way related to the Project must meet the following standards:

- (i) Compliance with Plans. All work within rights-of-way must comply with the Approved Final Engineering Plans and other applicable terms of this Agreement.
- (ii) Protection of Final Surface Course; Restoration. Except with the prior express consent of the Village, no construction traffic may use any improved public right-of-way after installation of the final surface course of that right-of-way. If the Developer uses an improved public right-of-way for construction traffic, then the Developer must keep that right-of-way free and clear of mud, dirt, debris, obstructions, and hazards and must, after the use is no longer necessary, restore and repair that right-of-way to Village standards.
- (iii) Dedication and Acceptance. No street, sidewalk, or other right-of-way will be accepted by the Village, and the Village will have no obligation or liability in respect of the street, sidewalk, or other right-of-way, until the street or other right-of-way has been completed, approved, and accepted by the Village in accordance with this Agreement. The Developer acknowledges and agrees that (a) the Village will not be obligated to accept any street or other right-of-way until all construction traffic on the street has ceased and the street or other right-of-way has been completed and, if necessary, restored and repaired as required by this Agreement and (b) the Village will not be obligated to keep any street, sidewalk, or other right-of-way cleared, plowed, or otherwise maintained until the street, sidewalk, or other right-of-way has been completed, approved, and accepted by the Village in accordance with this Agreement, or until other arrangements are made satisfactory to the Village Manager in the reasonable exercise of his or her discretion.

E. Leasing Office. At a reasonable time determined by the Developer prior to completion of the Apartment Building, the Developer may install a temporary leasing office structure within the Property in a location determined by the Developer and the Village based on ease of public access and protection of public safety.

## **Section 7. Project Declaration.**

***[NOTE: Village approval of Project Declaration pending.]*** The approved Project Declaration is attached to this Agreement as Exhibit D. Prior to the issuance

by the Village of any permit for work within the Property other than Site Work, the Project Declaration must be recorded against the Property. The Project Declaration may not be amended without the prior express written consent of the Village in any manner that (A) materially affects the easement rights granted therein to the Village or the Village's free exercise of those rights or (B) alters any right or remedy granted or reserved to the Village, including without limitation the right of the Village to perform necessary maintenance and repairs, to be reimbursed for all of its costs related to maintenance and repairs, and to have a lien against the appropriate Property for unpaid costs.

#### **Section 8. Fees.**

A. Negotiation and Review Fees; Utilities Costs. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement or by the Requirements of Law, the Developer must pay to the Village, promptly after receipt of a written demand or demands for payment, all legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued in connection with the review and processing of plans for the development of the Property and in connection with the negotiation, preparation, consideration, and review of this Agreement, at the standard rates charged to the Village. Payment of all fees, costs, and expenses for which demand has been made, but payment has not been received, by the Village prior to execution of this Agreement must be made by a certified or cashier's check contemporaneous with the execution of this Agreement by the Village. Further, the Developer agrees that it will continue to be liable for and to pay, promptly after receipt of a written demand or demands for payment, the fees, costs, and expenses incurred in connection with any applications, documents, or proposals, whether formal or informal, of whatever kind submitted by the Developer to the Village during the term of this Agreement in connection with the use and development of the Property. Further, the Developer agrees that it will be liable for and will pay promptly after demand all fees, costs, and expenses incurred by the Village for publications and recordings required in connection with the above matters.

B. Other Village Fees. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the Developer must pay to the Village all standard application, inspection, and permit fees, all standard water and sewer fees, tap-on fees, and charges, and all other standard fees, charges, and contributions pursuant to the Requirements of Law.

C. Reimbursement for Village Work on Utilities. If, during the construction of the Project the Developer discovers a Village water main, sewer main, or other utility that must be relocated to avoid conflict with the Project, then the Developer and the Village will determine how, where, and by whom the utility will be relocated and will determine the proportionate allocation of the cost of that relocation.

#### **Section 9. Special Service Areas.**

To provide for the maintenance of certain areas of the Property including among other things landscaping, sidewalks, street furniture, and lighting (the "*Special*

Services”), the Village will create the following two special service areas over the Property.

A. Retail Parcel SSA. The Village will establish a Retail Building Parcel special service area (the “*Retail Parcel SSA*”), the boundaries of which will coincide with the lot lines of the Retail Building Parcel (except not including any portion of the Ogden / La Grange Sidewalk included in the Ogden / La Grange Sidewalk SSA). The purpose of the Retail Parcel SSA will be to provide the special services of maintaining the Retail Building Interim Landscaping if the Developer fails to properly maintain the Retail Building Interim Landscaping. The Retail Parcel SSA will authorize the levy of a special service area tax from time to time at the Village’s discretion on the property within the Retail Parcel SSA’s boundaries to establish, maintain, and replenish a Retail Parcel SSA Tax Fund sufficient to pay for the special services. The Village may levy the tax necessary from time to time to establish, maintain, and replenish the Retail Parcel SSA Tax Fund in an amount determined by the Village as appropriate up to \$5,000. The Developer hereby agrees not to object to the creation of the Retail Building SSA or any tax levy consistent with this Subsection A and agrees not to solicit objections from others.

B. Ogden / La Grange Sidewalk SSA. The Village will establish an Ogden / La Grange Sidewalk special service area (the “*Ogden / La Grange Sidewalk SSA*”), the boundaries of which will include all of the Ogden / La Grange Sidewalk. The purpose of the Ogden / La Grange Sidewalk SSA will be to provide the special services of maintaining the Ogden / La Grange Sidewalk if the Developer fails to properly maintain the Ogden / La Grange Sidewalk. The Ogden / La Grange Sidewalk SSA will authorize the levy of a special service area tax from time to time on the Property to establish, replenish, and maintain an Ogden / La Grange Sidewalk SSA Tax Fund sufficient to pay for the special services. The Village may levy the tax necessary from time to time to establish, maintain, and replenish the Ogden / La Grange Sidewalk SSA Tax Fund in an amount determined by the Village as appropriate up to \$10,000. The Developer hereby agrees not to object to the creation of the Ogden / La Grange Sidewalk SSA or any tax levy consistent with this Subsection B and agrees not to solicit objections from others.

## **Section 10. Performance Security.**

A. Cash Escrow; Letter of Credit. As security to the Village for the performance by the Developer of the Developer’s obligations to construct and complete the Public Infrastructure Improvements pursuant to and in accordance with this Agreement, the Developer must deposit with the Village Manager the following:

- (i) Inspection and Legal Work Escrow. The sum of \$20,000 cash (the “*Inspection and Legal Work Escrow*”) to be held by the Village and drawn on to reimburse the Village for costs incurred by the Village for engineering services, legal services, special inspections, or analyses provided for the Project by outside vendors. Any interest earned on the Inspection and Legal Work Escrow will be added to the escrow, but the Village is not required to cause interest to be earned. If draws on the Inspection and Legal Work Escrow reduce the balance in the escrow to

\$3,000 or below at any time, then the Developer must restore the Inspection and Legal Work Escrow to a level determined by the Village (but not exceeding \$10,000). Any money remaining in the Inspection and Legal Work Escrow will be distributed to the Developer within 60 days after notice from the Developer to the Village requesting that reimbursement, after (a) issuance of the final certificate of occupancy for the Apartment Building and (b) either completion of the Retail Building Parcel Interim Landscaping or issuance of a certificate of occupancy for the Retail Building, whichever occurs first.

- (ii) Letter of Credit. A performance and payment letter of credit in an amount equal to 105 percent of the Approved Cost Estimate (the "*Performance and Payment Letter of Credit*") in the form required in Subsection 10E of this Agreement.
- (iii) Condition Precedent. The deposit of the Performance and Payment Letter of Credit and the Inspection and Legal Work Escrow is a condition precedent to issuance of any permit by the Village for work on the Project.

B. Maintenance of Security. The Performance and Payment Letter of Credit and the Inspection and Legal Work Escrow must be maintained and renewed by the Developer, and will be held in escrow by the Village, until approval and acceptance, where appropriate, dedication of all the Public Infrastructure Improvements by the Village pursuant to Subsections 5D and 5E of this Agreement and until the posting of the Guaranty Letter of Credit required by Subsection 10C of this Agreement. After the acceptance and posting of the Guaranty Letter of Credit, the Village will release the Performance and Payment Letter of Credit and return it to the Developer and any amounts remaining in the Inspection and Legal Work Escrow.

C. Guaranty Letter of Credit. As a condition of the Village's approval and acceptance, where appropriate, of any or all of the Public Infrastructure Improvements pursuant to Subsections 5D and 5E of this Agreement, the Developer must post a letter of credit, in the form required by Subsection 10E of this Agreement, in the amount of 10 percent of the actual total cost of the Public Infrastructure Improvements as security for the performance of the Developer's obligations under this Agreement (the "*Guaranty Letter of Credit*"). The Guaranty Letter of Credit will be held by the Village in escrow until the end of the two-year guaranty period set forth in Subsection 5F of this Agreement or until two years after the proper correction of any defect or deficiency in the Improvements pursuant to Subsection 5F and payment therefor, whichever occurs later. If the Village is required to draw on the Guaranty Letter of Credit by reason of the Developer's failure to fulfill its obligations under this Agreement, then the Developer, within 20 days thereafter, will cause the Guaranty Letter of Credit to be increased to its full original amount.

D. Costs. The Developer bears the full cost of securing and manufacturing the Performance and Payment Letter of Credit and the Guaranty Letter of Credit.

E. Forms of Letters of Credit. The Performance and Payment Letter of Credit and the Guaranty Letter of Credit each must be in substantially the forms

attached to this Agreement as Exhibit J, with minor revisions as may be requested by the issuer and approved by the Village Manager and Village Attorney. Each letter of credit also must be from a bank having capital resources of at least \$25,000,000, with an office in the Chicago Metropolitan Area or other location acceptable to the Village and insured by the Federal Deposit Insurance Corporation. Each letter of credit must, at a minimum, provide that (i) it will expire no earlier than the later of two years after the date of its issuance or 30 days after delivery to the Village, in the manner provided in Section 15 of this Agreement, of written notice that the letter of credit will expire, (ii) it may be drawn on based on the Village Manager's certification that the Developer has failed to fulfill any of the obligations for which the letter of credit is security, as stated in Subsections 10A, 10B, and 10C above as well as for the reasons stated in Subsections 10F, 10G, and 10H below, (iii) it does not require the consent of the Developer prior to any draw on it by the Village, (iv) it cannot be canceled without the prior written consent of the Village, and (v) if at any time it will expire within 30 or any lesser number of days, and if it has not been renewed, and if any obligation of the Developer for which it is security remains uncompleted or unsatisfactory, then the Village, after a final five-day written notice to the Developer and any Mortgagee for which the Developer has previously given the Village full and current contact information, and thereafter without being required to take any further action of any nature whatsoever, may call and draw down the letter of credit and thereafter either hold all proceeds as security for the satisfactory completion of all obligations or employ the proceeds to complete all obligations and to reimburse the Village for any and all costs and expenses, including legal fees and administrative costs, incurred by the Village in connection therewith, as the Village may determine.

After completion of the Developer's obligations to construct and complete the Public Infrastructure Improvements pursuant to and in accordance with this Agreement, and after reimbursement of the Village for all costs and expenses incurred by the Village, including without limitation legal fees and administrative costs, then the Village will release to the Developer any proceeds remaining on deposit with the Village drawn from the letter of credit and return the letter of credit to the Developer.

The Performance and Payment Letter of Credit will provide that the aggregate amount of the letter of credit may be reduced two times as follows, each upon joint written direction by the Developer and the Village, to reimburse the Developer for payment of Public Infrastructure Improvement work satisfactorily completed: (i) once to the amount of 55 percent of the Approved Public Infrastructure Cost Estimate when Public Infrastructure Improvements totaling 50 percent of Approved Public Infrastructure Cost Estimate have been completed and accepted by the Village and (ii) a second time to the amount of 30 percent of the Approved Public Infrastructure Cost Estimate when 75 percent of Approved Public Infrastructure Cost Estimate have been accepted by the Village. No reduction to reimburse the Developer for payment of Public Infrastructure Improvement work satisfactorily completed will be allowed except upon presentation by the Developer of proper contractors' sworn statements, partial or final waivers of lien as may be appropriate, and all additional documentation as the Village may reasonably request to demonstrate satisfactory completion of the Public Infrastructure Improvement in question and full payment of all contractors, subcontractors, and material suppliers.

The Guaranty Letter of Credit may not be reduced by reason of any cost incurred by the Developer to satisfy its obligations under Section 5 or Section 8 of this Agreement.

F. Replenishment of Security. If at any time the Village reasonably determines that the funds remaining in the Inspection and Legal Work Escrow and the Performance and Payment Letter of Credit are not sufficient to pay in full the remaining unpaid cost of all Public Infrastructure Improvements and all unpaid or reasonably anticipated Village fees, costs, and expenses, or that the funds remaining in the Guaranty Letter of Credit are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Public Infrastructure Improvements and all unpaid or reasonably anticipated Village fees, costs, and expenses, then, within 20 days after a demand by the Village, the Developer must increase the amount of the Inspection and Legal Work Escrow or the appropriate letter of credit to an amount determined by the Village to be sufficient to pay unpaid fees, costs, and expenses. Failure to so increase the amount of the security will be grounds for the Village to retain any remaining balance of the Inspection and Legal Work Escrow and to receive the proceeds of, or to draw down, as the case may be, the entire remaining balance of the appropriate letter of credit. Upon completion of the Developer's obligations to construct and complete the Public Infrastructure Improvements pursuant to and in accordance with this Agreement, and after reimbursement of the Village for all fees and all costs and expenses, including legal fees and administrative costs, incurred by the Village, then the Village will release to the Developer any remaining funds in the Inspection and Legal Work Escrow and any proceeds remaining on deposit with the Village from any letter of credit and will return the letter of credit to the Developer.

G. Replacement Letters of Credit. If at any time the Developer and the Village determine that the bank issuing either the Performance and Payment Letter of Credit or the Guaranty Letter of Credit is without capital resources of at least \$25,000,000, then the Village will have the right to demand that the Developer provide a replacement letter of from a bank with capital resources of at least \$25,000,000 and otherwise meeting the requirement set forth in Subsection E above.

The replacement letter of credit must be deposited with the Village not later than 15 days after a demand. Upon deposit, the Village will surrender the original letter of credit to the Developer. Failure to provide a replacement letter of credit will be grounds for the Village to retain any remaining balance of the Inspection and Legal Work Escrow and to draw down the entire remaining balance of the appropriate letter of credit.

H. Use of Funds in the Event of Breach of Agreement. If the Developer, after all required notices and cure periods under this Agreement have been provided, fails or refuses to complete the Public Infrastructure Improvements in accordance with this Agreement, or fails or refuses to correct any defect or deficiency in the Public Infrastructure Improvements as required by Section 5 of this Agreement or this Section 10, or fails or refuses to clean or repair property in accordance with a demand made pursuant to Subsection 4H or Subsection 6D(ii) of this Agreement, or fails or refuses to pay immediately any amount demanded by the Village pursuant to Section 8 of this Agreement, or in any other manner fails or refuses to meet fully any of its obligations

under this Agreement secured by a letter of credit, then the Village, in its discretion and after five days' final notice to the Developer and any Mortgagee for which the Developer has previously given the Village full and current contact information and the Developer's failure to cure its failure or refusal within that final five-day period, may retain all or any part of the Inspection and Legal Work Escrow and/or draw on and retain all or any of the funds remaining in the appropriate letter of credit. The Village thereafter will have the right to exercise its rights under Subsections 4H of this Agreement and under this Subsection 10H, to take any other action it deems reasonable and appropriate to mitigate the effects of any failure or refusal, and to reimburse itself from the proceeds of the Inspection and Legal Work Escrow and/or the appropriate letter of credit for all of its costs and expenses, including legal fees and administrative expenses, resulting from or incurred as a result of the Developer's failure or refusal to fully meet its obligations under this Agreement. If the funds remaining in the Inspection and Legal Work Escrow and/or the appropriate letter of credit are insufficient to repay fully the Village for all costs and expenses, and to maintain a cash reserve equal to the required Guaranty Letter of Credit during the entire time such Guaranty Letter of Credit should have been maintained by the Developer, then the Developer, upon demand of the Village therefor, must immediately deposit with the Village any additional funds as the Village reasonably determines are necessary to fully repay such costs and expenses and to establish such cash reserve. After (i) completion of the Developer's obligations to construct and complete the Public Infrastructure Improvements pursuant to and in accordance with this Agreement, (ii) correction of all defects and deficiencies in the Public Infrastructure Improvements as required by Subsection 5F of this Agreement, (iii) repair of property in accordance with a demand made pursuant to Subsection 4J of this Agreement, (iv) payment of all amounts demanded by the Village pursuant to Section 8 of this Agreement, (v) compliance with all other terms of this Agreement secured by a letter of credit, and (vi) reimbursement of the Village for all fees and all costs and expenses, including legal fees and administrative costs, incurred by the Village, then the Village will release to the Developer any remaining Inspection and Legal Work Escrow and any proceeds remaining on deposit with the Village from any letter of credit and return the letter of credit to the Developer.

I. Village Lien Rights. If any money, property, or other consideration due from the Developer to the Village pursuant to this Agreement is not either recovered from the performance security deposits required in this Section 10 or paid or conveyed to the Village by the Developer within 30 days after a demand for payment or conveyance, then the Village must send a 30-day notice to the Developer and any Mortgagee for which the Developer has previously given the Village full and current contact information, stating that the Developer has failed to make the required payment or conveyance. If the payment or conveyance is not made to the Village within that 30-day period then, after a final, five-day notice to the Developer and any Mortgagee for which the Developer has previously given the Village full and current contact information, the money, or an amount equal to the Village's reasonable estimate of the value of the property or other consideration, together with interest and costs of collection, including legal fees and administrative expenses, will become a lien upon all portions of the Property in which the Developer retains any legal, equitable, or contractual interest, and the Village will have the right to collect the amount or value,

with interest and costs, including legal fees and administrative expenses, and the right to enforce the lien in the same manner as in statutory mortgage foreclosure proceedings. The lien will be subordinate to any mortgage then in place on the Property. Any sale or transfer will not relieve the Property from liability for any charges thereafter becoming due, nor from the lien of any subsequent charge.

**Section 11. Liability and Indemnity of Village.**

A. Village Approvals. The Village represents that, to the best of its knowledge, (i) the approvals made in the Approval Ordinance are proper and valid, (ii) there are no other zoning approvals or consents required as a condition precedent to commencement of the Project except those that are specifically stated in this Agreement, (iii) there are no other approvals or permits required with respect to development of the Property, but only building permit application, fees, and issuances and other similar matters that are standard throughout the Village, and (iv) there are no obligations, bonds, fees, assessments, contributions, or costs to be fulfilled or paid with respect to the development of the Property except those that are specifically stated in this Agreement or that are standard throughout the Village.

B. Village Reviews. The Developer acknowledges and agrees that the Village is not, and will not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Property or the Improvements, or the issuance of any approvals, permits, certificates, or acceptances for the development or use of the Property or the Improvements, and that the Village's review and approval of those plans and the Improvements and issuance of those approvals, permits, certificates, or acceptances does not, and will not, in any way, be deemed to insure the Developer, or any of its heirs, successors, assigns, tenants, and licensees, or any other person, against damage or injury of any kind at any time.

C. Village Procedures. The Developer agrees not to challenge the Village's approval of this Agreement or the Approval Ordinance.

D. Indemnification. The Developer acknowledges that the accuracy and sufficiency of the Developer's plans and specifications for the Project are entirely the responsibility of the Developer and are not the responsibility of the Village, regardless of whether the Village reviews or approves the Developer's plans and specifications for apparently consistency with the Village's codes. The Developer agrees to, and does hereby, indemnify the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys (collectively the "Indemnitees") from any and all third party claims that may be asserted at any time against any of the Indemnitees in connection with (i) any design defect in the Developer's plans or specifications for the Project or any Public Infrastructure Improvement, regardless of the Village's review and approval of any Developer plan or specification for the Project or the Public Infrastructure Improvements or the Village's issuance of any approval, permit, certificate, or acceptance for the Project based on the apparent consistency of any Developer plan or specification for the Project or any Public Infrastructure Improvement or (ii) the design, development, construction, maintenance, or use of any portion of the Property or the Infrastructure Improvements (each a

“Claim” and collectively “Claims”). The foregoing indemnity does not apply or extend to any matter concerning maintenance by the Village of any Public Infrastructure Improvement after that Public Infrastructure Improvement has been accepted by the Village in accordance with this Agreement.

The Village must promptly notify the Developer of any Claim in sufficient time to avoid prejudice to the Developer arising from a lapse of time, and the Village must tender defense of a Claim to the Developer, which must assume and control the defense of the claim with counsel of its own selection and reasonably acceptable to the Village.

E. Defense Expenses. The Developer will, and does hereby agree to, pay all expenses, including without limitation legal fees and administrative expenses, incurred by the Village in examining and tendering the defense of any Claim to the Developer in accordance with Subsection D above.

## **Section 12. Nature, Survival, and Transfer of Obligations.**

A. Binding Nature of Agreement; Assignment of Agreement. The obligations assumed by the Developer under this Agreement are binding on the Developer, on all of the Developer’s successors and assigns, and on all successor legal or beneficial owners of record of all or any portion of the Property. In the event of a sale, transfer, or other conveyance of the Property (a “Transfer”), the Developer may assign this Agreement as provided in this Section 12.

B. Assignment of Agreement to Developer Affiliate. The Developer may assign this Agreement and Transfer the Property to a Developer Affiliate without the consent of the Village, and the Developer may assign this Agreement in connection with financing of the purchase of the Property or financing of the Project without the consent of the Village. An assignment under this Subsection B will be subject to all of the terms and conditions of this Agreement (except if the assignment is for collateral purposes only), and Opus Development Company, L.L.C. will be and remain obligated to undertake and complete construction of, and warranty work in connection with, the Public Infrastructure Improvements, all in accordance with the terms of this Agreement, and that obligation will be the personal obligation of Opus Development Company, L.L.C. Any such assignment and assumption, except if the assignment is for collateral purposes only, must be memorialized by a written agreement delivered to the Village.

C. Assignment of Agreement to Third-Party Entity. The Developer may assign this Agreement as part of a Transfer to a third-party entity, if the Developer retains the right, authority, and obligation to develop and construct the Apartment Building in accordance with the Approval Ordinance and this Agreement and if all of the following conditions are met:

- (i) The Developer has paid in full all costs and fees due to the Village under the Approval Ordinance and this Agreement.
- (ii) The Property has been subdivided as provided in Subsection 3A(vi) of this Agreement and the plat of subdivision has been executed by the

Developer, the Village, and all other required signatories and recorded against the Property.

- (iii) The Project Declaration has been properly completed, executed, and recorded against the Property.
- (iv) All easements required to be granted to the Village and the easement agreements and plats of easement have been executed by the Developer and the Village and recorded, except only any final easements related to Public Infrastructure Improvements that are not capable at the time of assignment to be granted due to lack of necessary field data.
- (v) All dedications, grants, and other property transfers required by the Developer under this Agreement have been properly completed, except only property dedications, grants, or other transfers that are not capable of being completed at the time of assignment.
- (vi) The Developer has executed a written affirmation to the Village that Opus Development Company, L.L.C. will remain fully bound by and responsible under this Agreement (a) to develop and construct the Apartment Building and (b) to construct the Public Infrastructure Improvements and repair them during the two-year guaranty period stated in this Agreement as a personal obligation of Opus Development Company, L.L.C., all in accordance with the Approval Ordinance and this Agreement.
- (vii) The performance security required under Section 10 of this Agreement remains in full force and effect or is replaced with new performance security of the same type and form.

Any such assignment must be memorialized by a written agreement delivered to the Village that includes, in addition to assignment and assumption terms, a statement from Opus Development Company, L.L.C. affirming the "Opus Commitment" defined in the next paragraph of this Subsection C.

After such an assignment, (i) Opus Development Company, L.L.C. will retain the right, authority, and obligation to develop and construct the Apartment Building and all of the Public Infrastructure Improvements and to perform all guaranty work related to the Public Infrastructure Improvements, all in accordance with this Agreement (collectively the "*Opus Commitment*") and (ii) other than as to the Opus Commitment, the Village agrees to seek recovery on any judgment solely against the interest of Developer in the Property and the security provided under this Agreement, and the Village will not seek to recover any judgment against the Developer or its respective partners, directors, officers, members, managers, or shareholders, which shall not be personally liable for such judgment.

D. Termination of Agreement if No Assumption. If the Developer assigns this Agreement to any third-party entity without retaining the right, authority, and obligation to develop and construct the Apartment Building in accordance with this

Agreement, then this Agreement will automatically terminate and be null and void and will confer no value, benefit, opportunity, entitlement, or right of any kind or nature to the assignee or transferee.

### **Section 13. Term.**

This Agreement will run with and bind the Property in perpetuity and shall inure to the benefit of and be enforceable by the Developer and the Village. If any of the privileges or rights created by this Agreement would be otherwise unlawful or void for violation of (A) the rule against perpetuities or some analogous statutory provision, (B) the rule restricting restraints on alienation, or (C) any other statutory or common law rules imposing time limits, then such provision will continue only until 21 years after the death of the last survivor of the now living lawful descendants of Barack Hussein Obama II, President of the United States, or for such shorter period as may be required to sustain the validity of such provision.

### **Section 14. Enforcement.**

The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement, except that (i) the Developer agrees that it will not seek, and does not have the right under any circumstances to seek, to recover a judgment against any Village elected or appointed official, officer, employee, agent, representative, engineer, or attorney on account of the negotiation, execution, or breach of this Agreement and (ii) the Village agrees that it will not seek and does not have the right under any circumstances to seek, to recover a judgment against any individual Developer director, officer, member, manager, or shareholder.

In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Village will be entitled to withhold the issuance of a building permit or a certificate of occupancy for work or occupancy within the Property at any time when the Developer has failed or refused to comply with a material obligation under this Agreement and has not, after the required notices stated herein, cured that failure or refusal within the cure periods, if any, allowed for that failure or refusal.

In the event of a judicial proceeding brought by one party to this Agreement against the other party to this Agreement pursuant to this Section 14, the prevailing party will be entitled to reimbursement from the unsuccessful party of all costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding.

### **Section 15. General Provisions.**

A. Notice. Any notice or communication required or permitted to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile with confirmation of delivery.

Unless otherwise provided in this Agreement, notices will be deemed received after the first to occur of (a) the date of actual receipt, or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit, or (c) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection 15A, each party to this Agreement has the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address will be effective until actually received.

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

Village of La Grange	<u>with a copy to:</u>
53 South La Grange Road	Holland & Knight LLP
La Grange, Illinois 60525	131 South Dearborn Street, 30th Floor
Attn: Village Manager	Chicago, Illinois 60603
Telephone: (708) 579-2316	Attn: Mark Burkland
	Telephone: (708) 578-6557

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

Opus Development Company , L.L.C.	<u>with a copy to:</u>
9700 Higgins Road, Suite 900	Opus Holding, L.L.C.
Rosemont, Illinois 60018	10350 Bren Road West
Attn: Sean Spellman	Minnetonka, Minnesota 55343
	Attn: Thomas J. Hoben

and a copy to:  
D. Albert Daspin  
Daspin & Aument, LLP  
227 West Monroe Street, Suite 3500  
Chicago, Illinois 60606

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement are cumulative and are not exclusive of any other rights, remedies, and benefits allowed by law.

D. Non-Waiver. The Village is under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village to exercise at any time any right granted to the Village will not be deemed or construed to be a waiver of that right, nor will the failure void or affect the Village's right to enforce that right or any other right.

E. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of

assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent will be in writing.

F. Facilitation of Agreement. The Village and the Developer will act in good faith and in a reasonable and cooperative manner with respect to consents, approvals, and other matters contemplated under this Agreement. No consent or approval may be unreasonably delayed, conditioned, or withheld. The Village and the Developer will execute, acknowledge, and deliver reasonable documents and other instruments necessary to fully carry out the terms of this Agreement.

G. Estoppel Certificates. The Village, from time to time on request by the Developer, execute and deliver to the Developer and to any parties designated by the Developer, within 10 days after a demand therefor, an estoppel certificate in a form acceptable to the Village, certifying (i) that this Agreement is unmodified and in full force and effect or, if there had been modifications, that this Agreement is in full force and effect as modified, (ii) that the Developer is not in default of this Agreement or specifying any defaults, and (iii) other facts reasonably requested by the Developer.

H. Mortgagees. The obligations of the Developer and its successors under this Agreement are not binding on any mortgagee, ground lessor, sale-leaseback lessor, or trust deed holders (each a "*Mortgagee*") that acquire title to all or any portion of the Property by trustee's sale, foreclosure, or deed-in-lieu of foreclosure or otherwise. No Mortgagee will have any right or entitlement, however, to proceed with development of any kind on the Property or any portion of the Property except only if the Mortgagee has delivered to the Village a written and binding consent and assumption agreement in form and substance acceptable to the Village Manager and Village Attorney, executed by the Mortgagee, accepting and agreeing to be bound by and to comply with all of the terms, covenants, and conditions of this Agreement.

If the Developer, after all required notices from the Village, defaults under this Agreement, then the Village will give any Mortgagee a final 15-day notice of default and right to cure if the Village has previously been given full and current contact information for that Mortgagee. The Village will accept a cure completed by a Mortgagee within the final 15-day period, in fulfillment of the Developer's obligations hereunder, for the account of the Developer, and with the same force and effect as if performed by the Developer. No cure or attempted cure by or on behalf of a Mortgagee will be deemed to be an acceptance by that Mortgagee of an assignment of this Agreement.

I. Governing Law. This Agreement will be governed by and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

J. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity,

enforceability, and application to any Person or property will not be impaired thereby, but the remaining provisions will be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

L. Interpretation. This Agreement will be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement will be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party is not applicable to this Agreement.

M. Force Majeure. If either party is unable to timely perform an obligation under this Agreement by reason of an Uncontrollable Circumstance, then that party will not be in default of that obligation and will be granted the additional time required to perform that obligation so long as the party reasonably undertakes efforts toward performance of that obligation.

N. Exhibits. Exhibits A through J attached to this Agreement are, by this reference, incorporated into and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement will control.

O. Amendments and Modifications. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

P. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Requirements of Law will be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.

Q. Code Amendments. If the Zoning Code, La Grange Code of Ordinances, or other code or ordinance is amended in a manner that would restrict or otherwise adversely affect the Project as approved by this Agreement, then the amendment will not apply to the Project as approved by this Agreement unless (i) the amendment is mandated by federal or State of Illinois law or (ii) the amendment affects a matter of public health or safety and is of Village-wide application.

R. Authority to Execute. The Village represents to the Developer that the Village has the authority, and has legally and properly implemented its authority, to enter into this Agreement, that the Approval Ordinance does not violate any law or code applicable to the Village, and that the persons executing this Agreement on its behalf have been properly authorized to do so by the Board of Trustees. The Developer hereby warrants and represents to the Village (i) that it is the contract purchaser of fee

simple title to the Property, (ii) that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, (iii) that all legal actions needed by the Developer to authorize the execution, delivery, and performance of this Agreement have been taken, and (iv) that neither the execution of this Agreement nor the performance of the obligations assumed by the Developer will (a) result in a breach or default under any agreement to which the Developer is a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Developer or the Property is subject.

S. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person may be made, or will be valid, against the Village or the Developer.

T. Recording. After the Developer has paid to the Village the amounts due pursuant to Section 8 of this Agreement and the Developer has paid to the Village an amount sufficient to cover the cost of recording this Agreement, the Village will cause this Agreement to be recorded against the Property in the office of the Recorder of Cook County on or after the date of acquisition by the Developer of legal title in the Apartment Building Parcel.

IN WITNESS WHEREOF, the Village and the Developer have caused this Agreement to be approved and executed by their properly authorized representatives as of the Effective Date.

**Village of La Grange**

By: \_\_\_\_\_  
Village President

Attest:

By: \_\_\_\_\_  
Village Clerk

**Opus Development Company, L.L.C.**

Signature: \_\_\_\_\_

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

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

Attest:

Signature: \_\_\_\_\_

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

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

EXHIBIT A

APPROVAL ORDINANCE  
(LA GRANGE ORDINANCE NO. \_\_\_\_\_)

**EXHIBIT B**

**LEGAL DESCRIPTION OF THE PROPERTY**

Parcel 1:

Lot 1 in the subdivision of part of the north half of Section 4, Township 38 North, Range 12, east of the Third Principal Meridian, in Cook County, Illinois as per plat thereof recorded in Book 12 of Plats, Page 23, in Cook County, Illinois.

Parcel 2:

Lot 17 in Block 3 in Shawmut Avenue Addition to La Grange in the north half of the northeast quarter of Section 4, Township 38 North, Range 12, east of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

Lot 18 in Block 3 in Shawmut Avenue addition to La Grange in the north half of the northeast quarter of Section 4, Township 38 North, Range 12, east of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

Lot 6 in Block 3 in Lyman's Addition to La Grange a subdivision of part of the north half of Section 4, township 38 North, Range 12, east of the Third Principal Meridian, lying east of the center line of Fifth Avenue and north of the right of way of the Chicago, Burlington and Quincy Railroad in Cook County, Illinois.

Parcel 5:

Lots 2 and 3 in Lizzie E. Lyman's subdivision in Section 4, Township 38 North, Range 12, east of the Third Principal Meridian, in Cook County, Illinois.

Parcel 6:

Lots 7, 8, 9 and 10 (except from said lots 7, 8 and 9 and from the east 15 feet of said Lot 10, the north 2.50 feet thereof) together with lot 19 (except therefrom the east 73.52 feet and except the north 2.50 feet thereof) all in Block 3 of Shawmut Avenue Addition to La Grange, a subdivision of part of the north half of Section 4, Township 38 North, Range 12, east of the Third Principal Meridian, in Cook County, Illinois.

Parcel 7:

That part of the south half of vacated Shawmut Avenue lying north of and adjoining Block 3, aforesaid, described as follows: beginning at the point of intersection of the west line of the east 15 feet of Lot 10 in Block 3, aforesaid, with the south line of said vacated Shawmut Avenue; running thence west along the south line of said street a distance of 35 feet to the northwest corner of Lot 10, aforesaid; thence northeastwardly along a line (which if extended would intersect the southeast corner of Lot 4 in Block 2 in Shawmut Avenue Addition to La Grange, aforesaid) a distance of 40.44 feet to its intersection with the center line of Shawmut Avenue as originally platted; thence east along said original center line of said street a distance of 11.60 feet to its intersection with the northward extension of said west line of the east 15 feet of Lot 10; thence south along said northward extension a distance of 33 feet to the point of beginning, in Cook County, Illinois.

**EXHIBIT C**

**PRELIMINARY PROJECT PLANS**

**[to be supplemented with final plans  
in accordance with Section 4 of the Agreement]**



**GENERAL NOTES**

1. REFERENCED CODES

A. ALL PAVEMENT AND STORM SEWER CONSTRUCTION SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (SSBCC), AND SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS ADOPTED JANUARY 1, 2015 BY ILLINOIS DEPARTMENT OF TRANSPORTATION AND ALL AMENDMENTS THEREON; AND IN ACCORDANCE WITH THE LATEST EDITION OF THE CODES OF THE MUNICIPALITY, EXCEPT AS NOTIFIED HEREIN. IN CASE OF CONFLICT, MUNICIPAL CODE SHALL TAKE PRECEDENCE.

B. ALL SANITARY SEWER AND WATERMAIN CONSTRUCTION SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, PUBLISHED JULY 2009, AND IN ACCORDANCE WITH THE CODE OF THE MUNICIPALITY EXCEPT AS NOTIFIED HEREIN OR BY ANY PUBLIC AGENCY PERMITS ISSUED FOR THIS WORK. IN CASE OF CONFLICT, THE MORE RESTRICTIVE PROVISIONS SHALL APPLY.

C. ALL SIDEWALK AND PUBLIC AREAS MUST BE CONSTRUCTED IN ACCORDANCE WITH CURRENT ADA, ILLINOIS HANICAP ACCESSIBILITY AND ANY APPLICABLE LOCAL ORDINANCES. WHEN CONFLICTS EXIST BETWEEN THE GOVERNING AGENCIES, THE MORE STRINGENT SHALL GOVERN.

D. THE CITED STANDARD SPECIFICATIONS, CODES AND PERMITS, WITH THESE CONSTRUCTION PLANS AND DETAILS, ARE ALL TO BE CONSIDERED PART OF THE CONTRACT. INCIDENTAL ITEMS OR ACCESSORIES NECESSARY TO COMPLETE THIS WORK MAY NOT BE SPECIFICALLY NOTED BUT ARE CONSIDERED A PART OF THIS CONTRACT.

2. UTILITY LOCATIONS

A. THE UTILITY COMPANIES HAVE BEEN CONTACTED IN REFERENCE TO UTILITIES THEY OWN AND OPERATE WITHIN THE LIMITS FOR THIS PROJECT. DATA FROM THESE AGENCIES HAS BEEN INCORPORATED INTO THE PLANS. IT IS HOWEVER, THE CONTRACTOR'S RESPONSIBILITY TO CONFIRM OR ESTABLISH THE EXISTENCE OF ALL UTILITY FACILITIES AND THEIR EXACT LOCATIONS, AND TO SAFELY SCHEDULE ALL UTILITY RELOCATIONS. FOR ADDITIONAL INFORMATION, THE AGENCIES LISTED ON THIS SHEET MAY BE CONTACTED.

B. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING THE UTILITY COMPANIES LOCATE THEIR FACILITIES IN THE FIELD PRIOR TO CONSTRUCTION AND SHALL ALSO BE RESPONSIBLE FOR THE MAINTENANCE AND PRESERVATION OF THESE FACILITIES. THE ENGINEER DOES NOT WARRANT THE LOCATION OF ANY EXISTING UTILITIES SHOWN ON THE PLANS. THE CONTRACTOR SHALL CALL 811, I.E. AT 800-892-0123, AND THE MUNICIPALITY FOR UTILITY LOCATIONS. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AND THE MUNICIPALITY (FOURTY-EIGHT (48) HOURS PRIOR TO STARTING ANY CONSTRUCTION.

C. EASEMENTS FOR THE EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE, AND UTILITIES WITHIN PUBLIC RIGHTS-OF-WAY ARE SHOWN ON THESE PLANS ACCORDING TO RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION IN THE FIELD OF THESE UTILITY LINES AND THE PROTECTION FROM DAMAGE DUE TO CONSTRUCTION OPERATIONS. IF EXISTING UTILITY LINES OR ANY NATURAL ARE ENCOUNTERED WHICH CONFLICT WITH LOCATIONS OF THE NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER SO THAT THE CONFLICT MAY BE RESOLVED.

3. UTILITY COORDINATION

A. OWNER SHALL OBTAIN EASEMENTS AND PERMITS NECESSARY TO FACILITATE CONSTRUCTION OF THE PROPOSED UTILITIES. THE CONTRACTOR, HOWEVER, SHALL FURNISH ALL REQUIRED BONDS AND EVIDENCE OF INSURANCE NECESSARY TO SECURE THESE PERMITS.

B. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE NATURE AND STATUS OF ALL UTILITY RELOCATION WORK PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL TAKE APPROPRIATE MEASURES TO ENSURE THAT CONSTRUCTION OPERATIONS DO NOT INTERFERE WITH UTILITY FACILITIES AND RELOCATION WORK. THE SCHEDULE SHOULD REFLECT CONSTRUCTION SEQUENCING WHICH COORDINATES WITH ALL UTILITY RELOCATION WORK. THE CONTRACTOR SHALL BE REQUIRED TO ADJUST THE ORDER OF ITS WORK FROM TIME TO TIME, TO COORDINATE SAME WITH UTILITY RELOCATION WORK, AND SHALL PREPARE REVISED SCHEDULES IN COMPLIANCE THEREWITH AS DIRECTED BY THE OWNER.

C. THE OWNER AND THE ENGINEER SHALL BE NOTIFIED IN WRITING BY THE CONTRACTOR AT LEAST 48 HOURS PRIOR TO THE START OF ANY OPERATION REQUIRING COOPERATION WITH OTHERS. THAT SHALL BE CONTACTED ONE MONTH PRIOR TO START OF CONSTRUCTION IN ITS UTILITY AREAS. ALL OTHER AGENCIES WHOSE DISBURSEMENT NOTED, SHALL BE NOTIFIED IN WRITING BY THE CONTRACTOR TEN (10) DAYS PRIOR TO THE START OF ANY SUCH OPERATION.

4. PRIOR TO COMMENCEMENT OF CONSTRUCTION THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AFFECTING THE WORK WITH THE ACTUAL CONDITIONS AT THE JOB SITE. IN ADDITION, THE CONTRACTOR MUST VERIFY THE ENGINEER'S LINE AND GRADE STAKES. IF THERE ARE ANY DISCREPANCIES WITH WHAT IS SHOWN ON THE CONSTRUCTION PLANS, HE MUST IMMEDIATELY REPORT SAME TO ENGINEER BEFORE DOING ANY WORK. OTHERWISE THE CONTRACTOR ASSUMES FULL RESPONSIBILITY. IN THE EVENT OF DISAGREEMENT BETWEEN THE CONSTRUCTION PLANS, SPECIFICATIONS AND/OR SPECIAL DETAILS, THE CONTRACTOR SHALL SECURE WRITTEN INSTRUCTION FROM THE ENGINEER TO PROCEED WITH ANY PART OF THE WORK AFFECTED BY OMISSIONS OR DISCREPANCIES. FAILING TO SECURE SUCH INSTRUCTION, THE CONTRACTOR WILL BE CONSIDERED TO HAVE PROCEEDED AT HIS OWN RISK AND EXPENSE. IN THE EVENT OF ANY DOUBT OR QUESTIONS ARISING WITH RESPECT TO THE TRUE MEANING OF THE CONSTRUCTION PLANS OR SPECIFICATIONS, THE DECISION OF THE ENGINEER SHALL BE FINAL AND CONCLUSIVE.

5. ALL PROPOSED ELEVATIONS SHOWN ON THE PLANS ARE FINISHED SURFACE ELEVATIONS, UNLESS OTHERWISE SPECIFIED.

6. UPON AWARDING OF THE CONTRACT, AND WHEN REQUIRED BY THE MUNICIPALITY OR OWNER, THE CONTRACTOR SHALL FURNISH A LABOR, MATERIAL AND PERFORMANCE BOND IN THE AMOUNT REQUIRED GUARANTEEING COMPLETION OF THE WORK. THE UNDERWRITER SHALL BE ACCEPTABLE TO THE MUNICIPALITY OR OWNER, AS APPROPRIATE.

7. THE CONTRACTOR SHALL PLAN THEIR WORK BASED ON THEIR OWN BORINGS, EXPLORATIONS AND OBSERVATIONS TO DETERMINE SOIL CONDITIONS AT THE LOCATION OF THE PROPOSED WORK. HOWEVER, IF THE OWNER HAS A SOILS REPORT, THE RESULTS WILL BE AVAILABLE FOR THE OWNER UPON WRITTEN REQUEST.

8. CONTRACTOR SHALL VIDEO TAPC WORK AREA PRIOR TO CONSTRUCTION FOR THE PURPOSE OF DOCUMENTING EXISTING CONDITIONS.

9. COMMENCING CONSTRUCTION

A. THE CONTRACTOR SHALL NOTIFY THE OWNER AND/OR HIS REPRESENTATIVE AND THE AFFECTED GOVERNMENTAL AGENCIES IN WRITING AT LEAST THREE FULL WORKING DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL NOTIFY AS NECESSARY, EITHER MUNICIPALITY'S OR THE ENGINEERING PLANS AS DIRECTED BY THE DEVELOPER. ANY DAMAGE TO THESE ITEMS SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT HIS OWN EXPENSE TO THE SATISFACTION OF THE OWNER. ANY SIGNS NOT REQUIRED TO BE RESET, SHALL BE DELIVERED TO THE RESPECTIVE OWNERS.

B. FAILURE OF CONTRACTOR TO ALLOW PROPER NOTIFICATION WHICH RESULTS IN TESTING COMPANIES TO BE UNABLE TO VISIT SITE AND PERFORM TESTING WILL CAUSE CONTRACTOR TO SUSPEND OPERATION (PRELIMINARY TO TESTING) UNTIL TESTING AGENCY CAN SCHEDULE TESTING OPERATIONS. COST OF SUSPENSION OF WORK TO BE BORNE BY CONTRACTOR.

10. ALL CONTRACTORS SHALL KEEP ACCESS AVAILABLE AT ALL TIMES FOR ALL TYPES OF TRAFFIC. AT NO TIME SHALL ACCESS BE DENIED TO ADJACENT PROPERTIES.

11. THE CONTRACTOR SHALL PRESERVE ALL CONSTRUCTION STAKES UNTIL THEY ARE NO LONGER NEEDED. ANY STAKES DESTROYED OR DISTURBED BY THE CONTRACTOR PRIOR TO THEIR USE SHALL BE RESET BY THE DEVELOPER'S ENGINEER AT CONTRACTOR'S COST.

12. ANY EXISTING SIGNS, LIGHT STANDARDS AND UTILITY POLES WHICH INTERFERE WITH CONSTRUCTION OPERATIONS AND NOT NOTED FOR DISPOSAL, SHALL BE REMOVED AND RESET BY THE CONTRACTOR AT HIS OWN EXPENSE AS SHOWN ON THE ENGINEERING PLANS OR AS DIRECTED BY THE DEVELOPER. ANY DAMAGE TO THESE ITEMS SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT HIS OWN EXPENSE TO THE SATISFACTION OF THE OWNER. ANY SIGNS NOT REQUIRED TO BE RESET, SHALL BE DELIVERED TO THE RESPECTIVE OWNERS.

13. REMOVAL OF SPECIFIED ITEMS, INCLUDING BUT NOT LIMITED TO, PAVEMENT, SIDEWALK, CURB, CURB AND OUTER, CURBS, ETC. SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR AT HIS OWN EXPENSE. HE IS RESPONSIBLE FOR ANY PERMIT REQUIRED FOR SUCH DISPOSAL.

14. ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE CONNECTED TO THE PROPOSED STORM SEWER SYSTEM OR SHALL BE RESTORED TO PROPER OPERATING CONDITION. A RECORD OF THE LOCATION OF ALL FIELD TILE OR DRAIN PIPE ENCOUNTERED SHALL BE KEPT BY THE CONTRACTOR AND TURNED OVER TO THE ENGINEER, DEVELOPER OR MUNICIPAL ENGINEER UPON COMPLETION OF THE PROJECT. THE COST OF THIS WORK SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

15. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR SAFETY ON THE JOB.

16. THE CONTRACTOR SHALL COLLECT AND REMOVE ALL CONSTRUCTION DEBRIS, EXCESS MATERIALS, TRASH, OIL AND GREASE RESIDUE, MACHINERY, TOOLS AND OTHER MISCELLANEOUS ITEMS WHICH WERE NOT PRESENT PRIOR TO PROJECT COMMENCEMENT AT NO ADDITIONAL EXPENSE TO THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ANY AND ALL PERMITS NECESSARY FOR THE HAULING AND DISPOSAL REQUIRED FOR CLEAN-UP AS DIRECTED BY THE ENGINEER OR OWNER. BURNING ON THE SITE IS NOT PERMITTED.

17. ALL EXISTING UTILITIES OR IMPROVEMENTS, INCLUDING WALKS, CURBS, PAVEMENT AND PARKWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE PROMPTLY RESTORED TO THEIR RESPECTIVE ORIGINAL CONDITION. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT UNLESS SPECIFICALLY NOTED ON THE PLANS.

18. TREES NOT MARKED FOR REMOVAL SHALL BE CONSIDERED AS DESIGNATED TO BE SAVED AND SHALL BE PROTECTED UNDER THE PROVISIONS OF (SSBCC) ARTICLE 201-05.

19. LIMB PRUNING SHALL BE PERFORMED UNDER THE SUPERVISION OF THE LANDSCAPE ARCHITECT MEETING THE OWNER'S APPROVAL AND SHALL BE UNDERTAKEN IN A TIMELY FASHION SO AS NOT TO INTERFERE WITH CONSTRUCTION.

20. ALL LIMBS, BRANCHES, AND OTHER DEBRIS RESULTING FROM THIS WORK SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR AT HIS OWN EXPENSE OFF-SITE.

21. ALL CUTS OVER 1" IN DIAMETER SHALL BE MADE FLUSH WITH THE NEXT LARGE BRANCH. WOUNDS OVER 1" IN DIAMETER SHALL BE PAINTED WITH AN APPROVED TREE PAINT.

22. GENERAL EXCAVATION/UNDERGROUND NOTES

A. SLOPE SIDES OF EXCAVATIONS TO COMPLY WITH CODES AND ORDINANCES HAVING JURISDICTION. SHORE AND BRACE WHERE SLOPING IS NOT POSSIBLE EITHER BECAUSE OF SPACE RESTRICTIONS OR STABILITY OF MATERIAL EXCAVATED. MAINTAIN SIDES AND SLOPES OF EXCAVATIONS IN A SAFE CONDITION UNTIL COMPLETION OF BACKFILLING.

B. PROVIDE MATERIALS FOR SHORING AND BRACING, SUCH AS SHEET PILING, UPRIGHTS, STRINGERS AND CROSS BRACES, IN GOOD SERVICEABLE CONDITION. PROVIDE MINIMUM REQUIREMENTS FOR TRENCH SHORING AND BRACING TO COMPLY WITH CODES AND AUTHORITIES HAVING JURISDICTION. MAINTAIN SHORING AND BRACING IN EXCAVATIONS THROUGHOUT THE PERIOD EXCAVATIONS WILL BE OPEN. CARRY DOWN SHORING AND BRACING AS EXCAVATION PROGRESSES IN ACCORDANCE WITH OSHA AND GOVERNING AUTHORITY.

C. PREVENT SURFACE WATER AND SUBSURFACE OR GROUNDWATER FROM FLOWING INTO EXCAVATIONS. REMOVE WATER TO PREVENT SOFTENING OF FOUNDATION BOTTOMS, UNDERCUTTING FOOTINGS, AND SOIL CHANGES. INSTRUMENTAL TO STABILITY OF EXCAVATIONS, PROVIDE AND MAINTAIN PUMPS, SUMP PUMPS, SUMP AND DISCHARGE LINES AND OTHER DRAINAGE SYSTEM COMPONENTS NECESSARY TO CONVEY WATER AWAY FROM EXCAVATIONS. CONEY WATER REMOVED FROM EXCAVATIONS AND DRAINAGE TO COLLECTING OR RUN-OFF AREAS ACCESSIBLE TO AUTHORITIES HAVING JURISDICTION. PROVIDE AND MAINTAIN TEMPORARY DRAINAGE DITCHES AND OTHER DIVERSIONS OUTSIDE EXCAVATION LIMITS FOR EACH STRUCTURE. DO NOT USE TRENCH EXCAVATIONS AS TEMPORARY DRAINAGE DITCHES.

D. IMMEDIATELY REPAIR CONDITIONS THAT MAY CAUSE UNDESIRABLE BEARING TO THE OWNER/DEVELOPER BEFORE CONTINUING WORK.

23. FINAL ACCEPTANCE

A. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED BY THE CONTRACTOR AND HIS SURETY FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF FINAL ACCEPTANCE OF THE PROJECT AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE DURING THAT PERIOD. THIS GUARANTEE SHALL BE PROVIDED IN THE FORM OF MAINTENANCE BOND IN THE AMOUNT OF 10% OF THE COST OF IMPROVEMENTS.

B. BEFORE ACCEPTANCE BY THE OWNER AND FINAL PAYMENT, ALL WORK SHALL BE INSPECTED BY THE OWNER OR HIS REPRESENTATIVE. FINAL PAYMENT WILL BE MADE AFTER ALL THE CONTRACTOR'S WORK HAS BEEN APPROVED AND ACCEPTED.

C. NO UNDERGROUND WORK SHALL BE COVERED UNTIL IT HAS BEEN APPROVED BY THE MUNICIPALITY. APPROVAL TO PROCEED MUST BE OBTAINED FROM THE MUNICIPALITY PRIOR TO INSTALLING PAVEMENT BASE, FINISH, SURFACE, AND PRIOR TO PLACING ANY CURBS. AFTER EXCAVATION HAS BEEN SET.

D. AT THE CLOSE OF EACH WORKING DAY AND AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL DRAINAGE STRUCTURES AND FLOW LINES SHALL BE FREE FROM DIRT AND DEBRIS.

24. UNDERGROUND NOTES

A. UNDERGROUND WORK SHALL INCLUDE TRENCHING, INSTALLATION OF PIPE, CASTINGS, STRUCTURES, BACKFILLING OF TRENCHES AND COMPACTION AND TESTING AS SHOWN ON THE CONSTRUCTION PLANS. FITTINGS AND ACCESSORIES NECESSARY TO COMPLETE THE WORK MAY NOT BE SPECIFIED BUT SHALL BE CONSIDERED AS INCIDENTAL TO THE COST OF THE CONTRACT.

B. WHERE SHOWN ON THE PLANS OR DIRECTED BY THE ENGINEER, EXISTING DRAINAGE STRUCTURES AND SYSTEMS SHALL BE CLEANED OF DEBRIS AND PATTERED AS NECESSARY TO ASSURE INTEGRITY OF THE STRUCTURE. THIS WORK SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE EACH FOR STRUCTURES AND CONTRACT UNIT PRICE PER LINEAL FOOT FOR SYSTEMS WHICH SHALL BE PAID FOR AFTER CLEANING, PATCHING, REMOVAL AND DISPOSAL OF DEBRIS AND ONLY FOR EXISTING STRUCTURES AND SYSTEMS CONSTRUCTED AS PART OF THIS PROJECT SHALL BE MAINTAINED BY THE CONTRACTOR AT HIS EXPENSE. NO PAYMENT WILL BE MADE FOR CLEANING STRUCTURES OR SYSTEMS CONSTRUCTED AS PART OF THIS PROJECT.

C. ANY ENTERING OF SEWER AND WATER TRENCHES AS WELL AS TEMPORARY SHEETING OR BRACING THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL NOT BE CONSIDERED EXTRA WORK UNLESS THERE IS A SPECIFIC LINE ITEM FOR Dewatering. IN THE EVENT THAT SOFT MATERIALS WITH UNCONSOLIDATED COMPRESSIVE STRENGTH LESS THAN 150 PSI ARE ENCOUNTERED IN SEWER CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN APPROVAL OF THE OWNER AND/OR ENGINEER OVER-EXCAVATE TO A DEPTH OF ONE (1) FOOT BELOW THE BOTTOM OF THE PIPE AND BACKFILL WITH COMPACTED CRUSHED STONE, PROPERLY FORMED TO FIT THE BOTTOM OF THE PIPE.

D. TRENCH BACKFILL WILL BE REQUIRED FOR THE FULL TRENCH DEPTH WITHIN TWO (2) FEET OF PROPOSED OR EXISTING PAVEMENTS, UTILITIES, DRIVEWAYS, AND SIDEWALKS AND EXTENDING A DISTANCE EQUAL TO A 1:1 SLOPE FROM SUBGRADE ELEVATION TO TOP OF PIPE. THE TRENCH BACKFILL SHALL CONSIST OF GRANULAR MATERIAL MEETING ASTM CALL 11.1, I.E. AT 800-892-0123, AND THE MUNICIPALITY FOR UTILITY LOCATIONS. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AND THE MUNICIPALITY (FOURTY-EIGHT (48) HOURS PRIOR TO STARTING ANY CONSTRUCTION.

E. THE CONTRACTOR SHALL INSTALL A 4" X 4" X 8" (MINIMUM) POST AT THE TERMINUS OF THE SANITARY, WATER AND STORM SERVICE, SANITARY AND STORM MANHOLES, CATCH BASINS, TRENCHES AND WATER VALVES. THE POST SHALL EXTEND 4" ABOVE THE GROUND. THE TOP 12" OF SAID POST SHALL BE PAINTED AS FOLLOWS: SANITARY - RED, WATERMAIN - BLUE, STORM - GREEN.

F. AFTER THE STORM SEWER SYSTEM HAS BEEN CONSTRUCTED, THE CONTRACTOR SHALL PLACE EROSION CONTROL AT REAR YARD INLET LOCATIONS, AND AT OTHER LOCATIONS SELECTED BY THE ENGINEER, TO MINIMIZE THE AMOUNT OF SILTATION WHICH NORMALLY WOULD ENTER THE STORM SEWER SYSTEM.

G. HYDRANTS SHALL NOT BE FLUSHED DIRECTLY ON THE ROAD SURFACES. WHENEVER POSSIBLE, HOSES SHALL BE USED TO DIRECT THE WATER TO CURB OR TO A DRAINAGE DITCH OR TO A DRAINAGE DITCH. DAMAGE TO THE ROAD SURFACE OR LOT GRADING DUE TO EXCESSIVE WATER SATURATION AND/OR EROSION FROM HYDRANT FLUSHING, OR FROM LEAKS IN THE WATER DISTRIBUTION SYSTEM, WILL BE REPAIRED BY THE CONTRACTOR AT HIS COST.

H. ALL TOP OF FRAMES FOR STORM AND SANITARY SEWERS AND VALVE VAULT COVERS ARE TO BE ADJUSTED TO MEET FINAL FINISH GRADE. THIS ADJUSTMENT IS TO BE MADE BY THE SEWER AND WATER CONTRACTOR AND THE COST IS TO BE CONSIDERED INCIDENTAL. THESE ADJUSTMENTS TO FINISHED GRADE WILL NOT ALIENATE THE CONTRACTOR FROM ANY ADDITIONAL ADJUSTMENTS AS REQUIRED BY THE MUNICIPALITY UPON FINAL INSPECTION OF THE PROJECT. FINAL GRADES TO BE DETERMINED BY THE MUNICIPALITY AT THE TIME OF FINAL INSPECTION AND MAY VARY FROM PLAN GRADE.)

I. SLEEVES FOR UTILITY (CONDUIT, TELEPHONE, ETC.) STREET CROSSINGS, SHALL BE INSTALLED WHERE DIRECTED BY THE OWNER. SLEEVES SHALL BE 6" PVC INSTALLED 36" BELOW THE TOP OF CURB AND EXTEND TWO FEET OUTSIDE THE CURB. TRENCH SHALL BE FILLED WITH COMPACTED GRANULAR MATERIAL.

J. THE CONTRACTOR SHALL VERIFY THE SIZE AND INVERT ELEVATION OF ALL CONNECTIONS TO AVOID ANY CONFLICTS BEFORE STARTING WORK. NOTIFY OWNER OF ANY DISCREPANCIES.

25. IT SHALL BE UNDERSTOOD THAT NEITHER THE MUNICIPALITY, ITS OFFICIALS, CONSULTANTS, NOR ITS EMPLOYEES ARE AGENTS OR REPRESENTATIVES OF THE OWNER, NONE-LESS, THE MUNICIPALITY. ITS OFFICIALS AND EMPLOYEES ARE TO BE PROVIDED WITH ACCESS TO ALL PARTS OF ALL WORK PERFORMED ON THE PROJECT SITE TO MONITOR THE QUALITY OF THE WORK AND ASSURE ITS CONFORMITY WITH THE PLANS AND SPECIFICATIONS. THERE SHALL BE NO PERSONAL LIABILITY UPON ANY OFFICIAL OR EMPLOYEE OF THE MUNICIPALITY ON ACCOUNT OF ACTIONS TAKEN OR NOT TAKEN IN THE COURSE OF THEIR WORK. THE CONTRACTOR MUST AT ALL TIMES MAINTAIN SAFE ACCESS TO THE WORK FOR INSPECTORS. "SAFE" MEANS CONDITIONS COMPLYING WITH ALL PROVISIONS OF ALL APPLICABLE AND RECORDED SAFETY STANDARDS, FEDERAL, STATE AND LOCAL. ACCESS IS NOT SAFE AND INSPECTIONS CANNOT BE MADE UNDER SAFE CONDITIONS. THE INSPECTOR CAN ORDER CESSATION OF THE WORK SO AFFECTED UNTIL SUCH TIME AS CONTRACTOR PROVIDES SAFE ACCESS.

**MWRD NOTES**

1. THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO (MWRD) SEWER PERMIT SECTION FIELD OFFICE MUST BE NOTIFIED AT LEAST TWO (2) WORKING DAYS PRIOR TO THE COMMENCEMENT OF WORK (CALL 708/588-4055) FOR THE CONTRACTOR'S PROTECTION, CERTIFIED WRITTEN NOTICE IS PREFERABLE PROVIDED IT IS RECEIVED TWO WORKING DAYS IN ADVANCE.

2. ELEVATION DATUM IS US.

3. ALL FLOOR DRAINS SHALL DISCHARGE TO THE SANITARY SEWER SYSTEM.

4. ALL DOWNSPOUTS, SUMP PUMPS AND FOOTING DRAINS SHALL DISCHARGE TO THE STORM SEWER SYSTEM.

5. Sanitary sewer pipes and joints, and also storm sewer pipes and joints in combined sewer areas shall conform to the following specifications:

Material	Joint Spec
VCP (C-700)	C-425
VCP (Ho-Bell/C-700)	Joint
Color	C-425
Concrete Pipe (C-14)	D-1784
	C-443
RCP (C-76)	C-443
ACP (C-425)	D-1869

Composite Pipe (frust)

ABS D-2751	D-2751
6" dia. only SDR26	D-2680
ABS D-2680	D-2680
8"-15" dia.	
CSP ASTM A-74	ASTM C-564
DP A-2151	A-2111

PVC Ductile Sewer Pipe

6" dia. SDR26	D-3212
D-3034	gasket
18"-27" dia. F/gy+4E	D-2855
F-679	solvent

High Density Polyethylene (HDPE) Plastic Pipe

Polyethylene (PE) Sewer Pipe shall conform to Type III, Class B (or better), category 5, Grade P34 as defined in ASTM D-1748 or D-3536 with a gasket joint. All existing ductile iron pipe jointing method shall conform to ASTM D-2657.

6. Sanitary sewer construction, and also storm sewer construction in combined sewer areas, requires stone bedding 1/2" to 1" in size, with minimum thickness equal to 1/2 the outside diameter of the sewer pipe, but not less than four (4) inches nor more than eight (8) inches. Material shall be CA-11 or CA-13 and shall be extended at least 12" above the top of the pipe when using PVC.

7. "BAND-SEAL" OR SIMILAR FLEXIBLE-TYPE COUPLINGS SHALL BE USED IN THE CONNECTION OF SEWER PIPE OF DISSIMILAR MATERIALS.

8. WHEN CONNECTING TO AN EXISTING SEWER MAIN BY MEANS OTHER THAN AN EXISTING WYE, TEE, OR AN EXISTING MANHOLE, ONE OF THE FOLLOWING METHODS SHALL BE USED:

1. CIRCULAR SAW-CUT OF SEWER MAIN BY PROPER TOOLS ("SEWER-TAP" MACHINE OR SIMILAR) AND PROPER INSTALLATION OF WYE OR TEE SADDLE OR RUB-TEE SADDLE.
2. REMOVE AN ENTIRE SECTION OF PIPE (BREAKING ONLY THE TOP OF ONE BELL) AND REPLACE WITH A WYE OR TEE BRANCH SECTION.
3. WITH PIPE CUTTER, NEATLY AND ACCURATELY CUT OUT DESIRED LENGTH OF PIPE FOR INSERTION OF PROPER FITTING, USING "BAND-SEAL" OR SIMILAR COUPLINGS TO HOLD IT FIRMLY IN PLACE.

9. WHENEVER A SANITARY/COMBINED SEWER CROSSES UNDER A WATER MAIN, THE MINIMUM VERTICAL DISTANCE FROM THE TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN SHALL BE 18 INCHES. FURTHERMORE, A MINIMUM HORIZONTAL DISTANCE OF 10 FEET BETWEEN SANITARY/COMBINED SEWERS AND WATER MAINS SHALL BE MAINTAINED UNLESS THE SEWER IS LAD BY A SEPARATE TRENCH, KEEPING A MINIMUM 18" VERTICAL SEPARATION. OR THE SEWER IS LAD IN THE SAME TRENCH WITH THE WATER MAIN LOCATED AT THE OPPOSITE SIDE ON A BENCH OF UNDISTURBED EARTH, KEEPING A MINIMUM 18" VERTICAL SEPARATION IF EITHER THE VERTICAL OR HORIZONTAL DISTANCES DESCRIBED ABOVE CANNOT BE MAINTAINED, OR THE SEWER CROSSES ABOVE THE WATER MAIN, THE SEWER SHALL BE CONSTRUCTED TO WATER MAIN STANDARDS USING DUCTILE IRON PIPE, PRESSURE PVC PIPE, OR AN APPROVED EQUIV.

10. ALL EXISTING SEPTIC SYSTEMS TO BE ABANDONED, ABANDONED TANKS TO BE FILLED OR REMOVED.

11. ALL SANITARY MANHOLES, AND ALSO STORM MANHOLES IN COMBINED SEWER AREAS, SHALL HAVE A MINIMUM INSIDE DIAMETER OF 48 INCHES, AND SHALL BE CAST-IN-PLACE OR PRE-CAST REINFORCED CONCRETE RESISTANT CONNECTORS, CONFORMING TO ASTM C-929 BETWEEN SANITARY MANHOLE AND PIPE(S).

12. NO SEWER SHALL BE BACKFILLED UNLESS IT HAS BEEN INSPECTED AND APPROVED BY THE INSPECTION ENGINEER OR HIS AUTHORIZED REPRESENTATIVE AND THE BACKFILLING AUTHORIZED BY HIM.

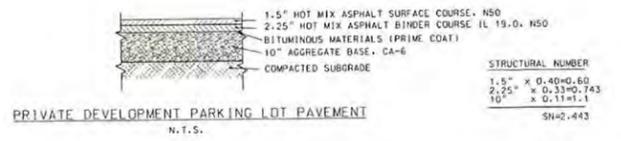
13. A COPY OF THE PERMIT TOGETHER WITH THE PERMIT DRAWINGS MUST BE KEPT ON THE JOB AT ALL TIMES WHILE CONSTRUCTION IS IN PROGRESS.

14. CONSTRUCTION SHALL CONFORM TO THE PERMIT PLANS AND SPECIFICATIONS AND BE IN ACCORDANCE WITH APPLICABLE RULES AND ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE TO INSURE THAT THE INSTALLATION IS INSPECTED AND APPROVED BY THE INSPECTION ENGINEER AND THE MUNICIPAL ENGINEER.

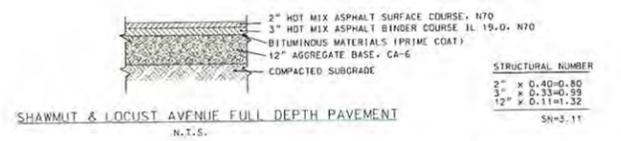
15. SUMP PUMPS INSTALLED FOR SANITARY SEWERS SHALL NOT BE USED FOR STORM SEWERS. THOSE INSTALLED FOR STORM SEWERS SHALL NOT BE USED FOR SANITARY SEWERS.

16. EXCEPT FOR FOUNDATION/RETAINING WALLS, PROTECT BUILDINGS, DRAIN TRENCHES/FIELDTRENCHES/UNDERDRAINS (PERFORATED) ARE NOT ALLOWED TO BE CONNECTED TO OR TRIBUTARY TO COMBINED SEWERS, SANITARY SEWERS, OR STORM SEWERS TRIBUTARY TO COMBINED SEWERS IN COMBINED SEWER AREAS. CONSTRUCTION OF NEW FACILITIES OF THIS TYPE IS PROHIBITED AND ALL EXISTING FACILITIES ENCOUNTERED WITHIN THE PROJECT AREA SHALL BE PLUGGED OR REMOVED, AND SHALL NOT BE CONNECTED TO COMBINED SEWERS, SANITARY SEWERS, OR STORM SEWERS TRIBUTARY TO COMBINED SEWERS.

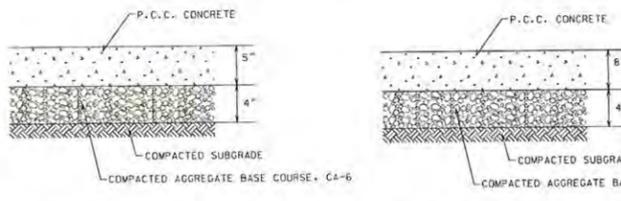
17. SEE ADDITIONAL PROJECT REQUIREMENTS IN SPECIFICATIONS.



PRIVATE DEVELOPMENT PARKING LOT PAVEMENT  
N.T.S.

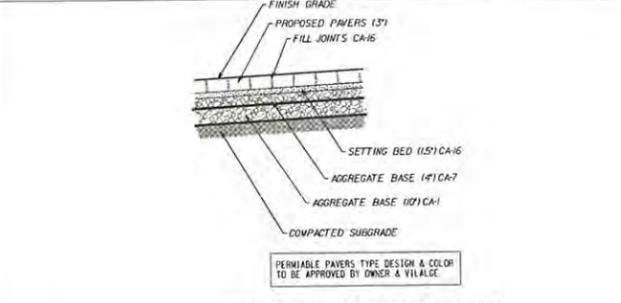


SHAWMUT & LOCUST AVENUE FULL DEPTH PAVEMENT  
N.T.S.



P.C.C. PAVEMENT SECTION  
SIDEWALK NOT TO SCALE

P.C.C. PAVEMENT SECTION  
LOADING AREAS & APRONS NOT TO SCALE



PERMEABLE PAVEMENT SECTION  
N.T.S.

LEGEND		
EXISTING	DESCRIPTION	PROPOSED
—	DRAIN TILE	—
—	STORM SEWER	—
—	SANITARY SEWER	—
—	SANITARY TRUNK SEWER	—
—	WATER MAIN (WITH SIZE)	—
—	PIPE TRENCH BACKFILL	—
—	GAS MAIN	—
—	TELEPHONE LINES	—
—	ELECTRIC LINE	—
—	FENCE	—
—	RIGHT-OF-WAY	—
—	EASEMENT	—
—	PROPERTY LINE	—
—	SETBACK LINE	—
—	CENTERLINE	—
—	CONTOUR	—600
⊙	SANITARY MANHOLE	⊙
⊙	STORM MANHOLE	⊙
⊙	CATCH BASIN	⊙
⊙	INLET	⊙
⊙	FIRE HYDRANT	⊙
⊙	PRESSURE CONNECTION	⊙
⊙	PIPE REDUCER	⊙
⊙	VALVE AND VAULT, VALVE	⊙
⊙	FLARED END SECTION	⊙
⊙	STREET LIGHT	⊙
⊙	UTILITY POLE	⊙
⊙	CONTROL POINT	⊙
⊙	SIGN	⊙
XXX,XXX	SPOLE ELEVATION	XXX,XXX
⊙	SOIL BORING	⊙
⊙	OVERLAND FLOW ROUTE	⊙
—	DRAINAGE SLOPE	—
—	GUARDRAIL	—
—	WATER'S EDGE	—
—	CONCRETE	—
—	REVERSE PITCH CURB	—
—	TREE, FIR TREE, BUSH, &	—
—	PROPOSED TREE TO REMOVE	—

**ABBREVIATIONS**

M - STORM MANHOLE	I - INVERT OR INLET	T/P - TOP OF PIPE
S - SANITARY MANHOLE	TF - TOP OF FOUNDATION	B/P - BOTTOM OF PIPE
CB - CATCH BASIN	GF - GARAGE FLOOR	WM - WATERMAIN
LP - LIGHT POLE	TC - TOP OF CURB	SAH - SANITARY SEWER
VV - VALVE VAULT	TD - TOP OF DEPRESSE CURB	STM - STORM SEWER
E - END SECTION	TW - TOP OF RETAINING WALL	LO - LOOK OUT
FH - FIRE HYDRANT	BW - BOTTOM OF RETAINING WALL	PLG - PARTIAL LOOK OUT
GR - GRADE RING (HYDRANT)	OP - OUTLET OF PIPE	

**PERMITS**

DESCRIPTION	LOG NO.	PERMIT NO.	DATE ISSUED
IEPA - DIVISION OF WATER POLLUTION CONTROL			
MWRD/C			
IEPA - NPDES			
1001			
IEPA - DEPARTMENT OF PUBLIC WATER SUPPLIES			

**CONTACT INFORMATION**

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COMMONWEALTH EDISON  
201 NORTH APTHUR AVENUE  
MOUNT PROSPECT, IL 60056  
PHONE - (847) 870-2056  
CONTACT: TOM STUTZMAN

**BENCHMARKS**

SOURCE BENCHMARK:  
STATION ARE SHOWN ON GPS OBSERVATIONS FROM NGS COOP COR DESIGNATION - WESTERN SPRINGS (NGS PD A33066).  
ELLIPSOIDAL HEIGHT = 204,994 METERS (672.39 FEET)  
DATUM: NAD 83

SITE BENCHMARK #1:  
SOUTHEAST BOLT ON FIRE HYDRANT ON NORTH END OF PARKING LOTS ON EAST SIDE OF PROPERTY NEAR WATER FOUNTAIN.  
ELEVATION = 620.7

SITE BENCHMARK #2:  
NORTHEAST BOLT ON FIRE HYDRANT ON EAST SIDE OF LAGRANGE ROAD APPROXIMATELY 150' NORTH OF OGDEN AVENUE.  
ELEVATION = 646.74

**GENERAL NOTES AND TYPICAL SECTIONS**

**UPTOWN LA GRANGE, IL**

2/10/21/14 PER PUBLIC WORKS MEETING  
1/10/13/14 PER VILLAGE REVIEW

NO. DATE REMARKS

NO. DATE REMARKS

CONSULTING ENGINEERS  
SITE DEVELOPMENT ENGINEERS  
LAND SURVEYORS

9575 W. Higgins Road, Suite 700  
Chicago, IL 60638  
Phone: (847) 496-4600 Fax: (847) 496-4046

**SPACECO INC.**

FILENAME:  
7982GN01

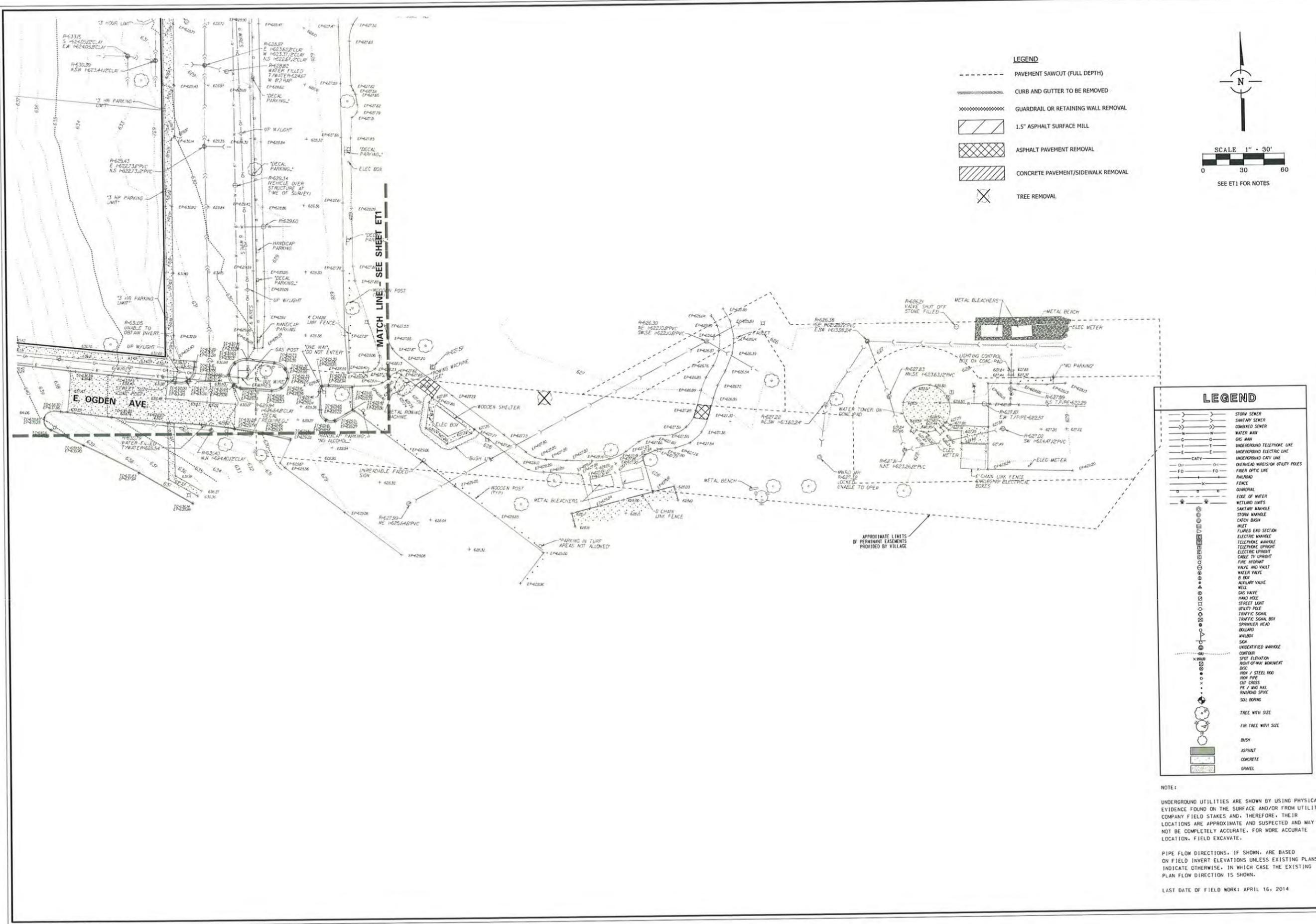
DATE:  
09/26/14

JOB NO.  
7982

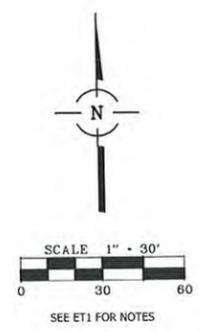
SHEET  
2 OF 27

5-A-64





- LEGEND**
- PAVEMENT SAWCUT (FULL DEPTH)
  - ===== CURB AND GUTTER TO BE REMOVED
  - XXXXXXXXXX GUARDRAIL OR RETAINING WALL REMOVAL
  - ////// 1.5" ASPHALT SURFACE MILL
  - XXXXXX ASPHALT PAVEMENT REMOVAL
  - XXXXXX CONCRETE PAVEMENT/SIDEWALK REMOVAL
  - ⊗ TREE REMOVAL



- LEGEND**
- STORM SEWER
  - SANITARY SEWER
  - COMBINED SEWER
  - WATER MAIN
  - GAS MAIN
  - UNDERGROUND TELEPHONE LINE
  - UNDERGROUND ELECTRIC LINE
  - UNDERGROUND CITY LINE
  - OVERHEAD WIRELESS UTILITY POLES
  - CATV
  - FIBER OPTIC LINE
  - RAILROAD
  - FENCE
  - GUARDRAIL
  - EDGE OF WATER
  - WETLAND LIMITS
  - SANITARY MANHOLE
  - STORM MANHOLE
  - CATCH BASIN
  - INLET
  - FLARED END SECTION
  - ELECTRIC MANHOLE
  - TELEPHONE MANHOLE
  - TELEPHONE UPRIGHT
  - ELECTRIC UPRIGHT
  - CABLE TV UPRIGHT
  - FIRE HYDRANT
  - VALVE AND VAULT
  - WATER VALVE
  - B BOX
  - SANITARY VALVE
  - WELL
  - GAS VALVE
  - HAND HOLE
  - STREET LIGHT
  - UTILITY POLE
  - TRAFFIC SIGNAL
  - TRAFFIC SIGNAL BOX
  - SPRINKLER HEAD
  - BOLLARD
  - WALLBOX
  - SIGN
  - UNIDENTIFIED MANHOLE
  - CONTOUR
  - SPOT ELEVATION
  - BENCH MARK
  - DISC
  - IRON / STEEL ROD
  - IRON PIPE
  - CUT CROSS
  - TIE / WAG NAIL
  - RAILROAD SPIKE
  - SOIL BORING
  - TREE WITH SIZE
  - FUR TREE WITH SIZE
  - BUSH
  - ASPHALT
  - CONCRETE
  - GRAVEL

**NOTE:**

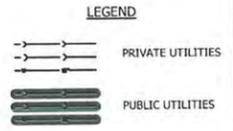
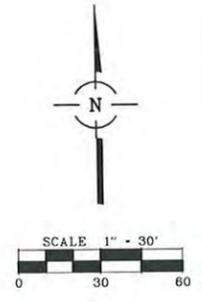
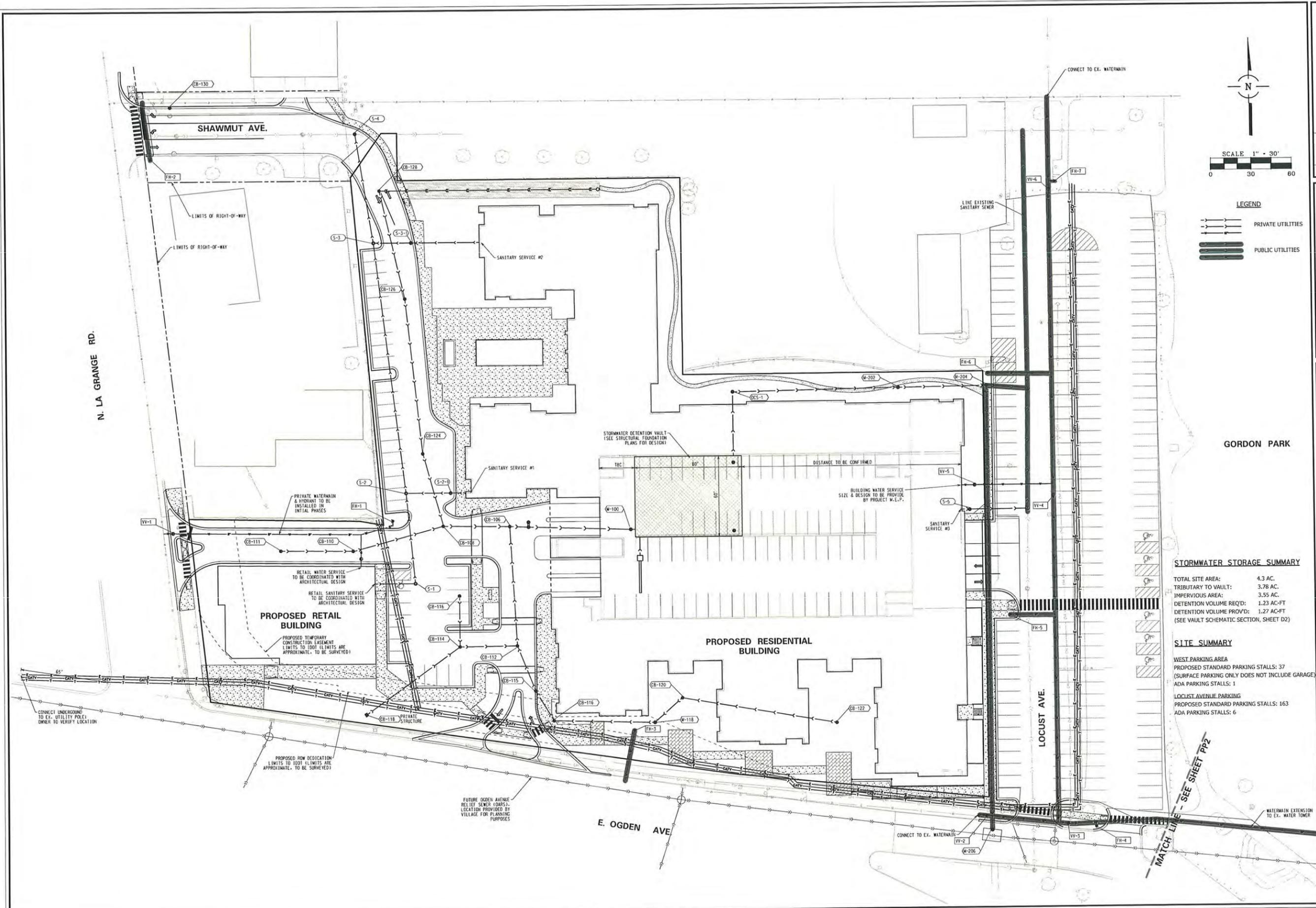
UNDERGROUND UTILITIES ARE SHOWN BY USING PHYSICAL EVIDENCE FOUND ON THE SURFACE AND/OR FROM UTILITY COMPANY FIELD STAKES AND, THEREFORE, THE IR LOCATIONS ARE APPROXIMATE AND SUSPECTED AND MAY NOT BE COMPLETELY ACCURATE. FOR MORE ACCURATE LOCATION, FIELD EXCAVATE.

PIPE FLOW DIRECTIONS, IF SHOWN, ARE BASED ON FIELD INVERT ELEVATIONS UNLESS EXISTING PLANS INDICATE OTHERWISE, IN WHICH CASE THE EXISTING PLAN FLOW DIRECTION IS SHOWN.

LAST DATE OF FIELD WORK: APRIL 16, 2014

EXISTING CONDITIONS AND DEMOLITION PLAN - 2	UPTOWN LA GRANGE LA GRANGE, IL
CONSULTING ENGINEERS SITE DEVELOPMENT ENGINEERS LAND SURVEYORS	957.5 W. Higgins Road, Suite 700, Rosemont, Illinois 60018 Phone: (847) 684-0400 Fax: (847) 676-0805
2 10/21/14 PER PUBLIC WORKS MEETING	NO. DATE REMARKS
1 10/13/14 PER VILLAGE REVIEW	NO. DATE REMARKS
SPACECO INC.	FILENAME: 7982ET2
DATE: 09/26/14	JOB NO. 7982
SHEET <b>ET2</b>	4 OF 27

5-A.66



**STORMWATER STORAGE SUMMARY**

TOTAL SITE AREA:	4.3 AC.
TRIBUTARY TO VAULT:	3.78 AC.
IMPERVIOUS AREA:	3.55 AC.
DETENTION VOLUME REQ'D:	1.23 AC-FT
DETENTION VOLUME PROV'D:	1.27 AC-FT
(SEE VAULT SCHEMATIC SECTION, SHEET D2)	

**SITE SUMMARY**

WEST PARKING AREA	
PROPOSED STANDARD PARKING STALLS:	37
(SURFACE PARKING ONLY DOES NOT INCLUDE GARAGE)	
ADA PARKING STALLS:	1
LOCUST AVENUE PARKING	
PROPOSED STANDARD PARKING STALLS:	163
ADA PARKING STALLS:	6

NO.	DATE	REMARKS
2	10/21/14	PER PUBLIC WORKS MEETING
1	10/13/14	PER VILLAGE REVIEW

OVERALL SITE PLAN  
UPTOWN LA GRANGE  
LA GRANGE, IL

CONSULTING ENGINEERS  
SITE DEVELOPMENT ENGINEERS  
LAND SURVEYORS

9575 W. Higgins Road, Suite 700  
Rosemont, IL 60018  
Phone: (847) 676-6000 Fax: (847) 676-6002

SPACECO INC.

FILENAME:  
7982OVSP

DATE:  
09/26/14

JOB NO.  
7982

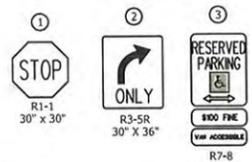
SHEET  
OVSP  
5 OF 27

5-A.67

**NOTES:**

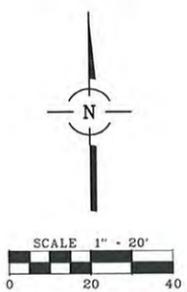
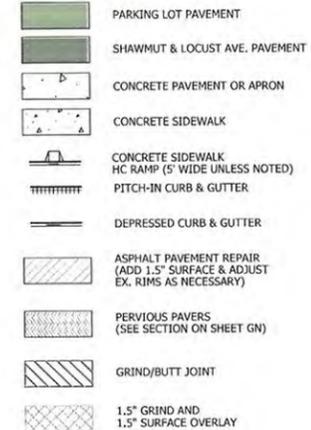
- BUILDING PLANS SHOWN FOR REFERENCE ONLY AND SHOULD BE VERIFIED WITH ARCHITECTURAL PLANS.
- SEE SHEET GN FOR TYPICAL PAVEMENT SECTIONS.
- ALL CURB SHALL BE B6.12 CURB AND GUTTER AND PITCH OUT UNLESS NOTED OTHERWISE.
- FOUNDATION, DOORWAYS & ACCESS LOCATIONS ARE SHOWN FOR REFERENCE ONLY TO BE CONFIRMED WITH FINAL ARCHITECTURAL PLANS.
- DEMOLITION OF ALL ON-SITE PAVEMENT, CURB, & BUILDINGS DETAILED ON SHEETS ET1-ET2.
- SITE SHALL MEET ALL ADA REQUIREMENTS. ALL ADA DETECTABLE WARNING TILE SHALL BE PER VILLAGE STANDARD. SEE DETAIL SHEET 3 FOR ACCESSIBLE PARKING SPACE MARKINGS AND SIGNAGE.
- ALL EXISTING ON-SITE SIGNAGE OR POSTS IS ASSUMED TO BE REMOVED AND DISPOSED OF AS DIRECTED BY GENERAL CONTRACTOR. PUBLIC SIGNAGE WITH IN RIGHT-OF-WAY LIMITS IS ASSUMED TO REMAIN IN PLACE OR REMOVED AND REINSTALLED AS NECESSARY TO COMPLETE IMPROVEMENTS.
- ALL PAVEMENT MARKINGS SHALL BE 4" YELLOW PAINT UNLESS NOTED OTHERWISE.
- ALL CURB RADII NOT LABELED ARE THREE-FEET (3')
- ANY FENCING IS SHOWN FOR REFERENCE ONLY. TYPE AND DESIGN TO BE DETAILED ON THE ARCHITECTURAL OR LANDSCAPE PLANS.
- ANY REQUIRED CONCRETE BOLLARDS TO BE SHOWN ON ARCHITECTURAL PLANS.

**SIGN LEGEND:**

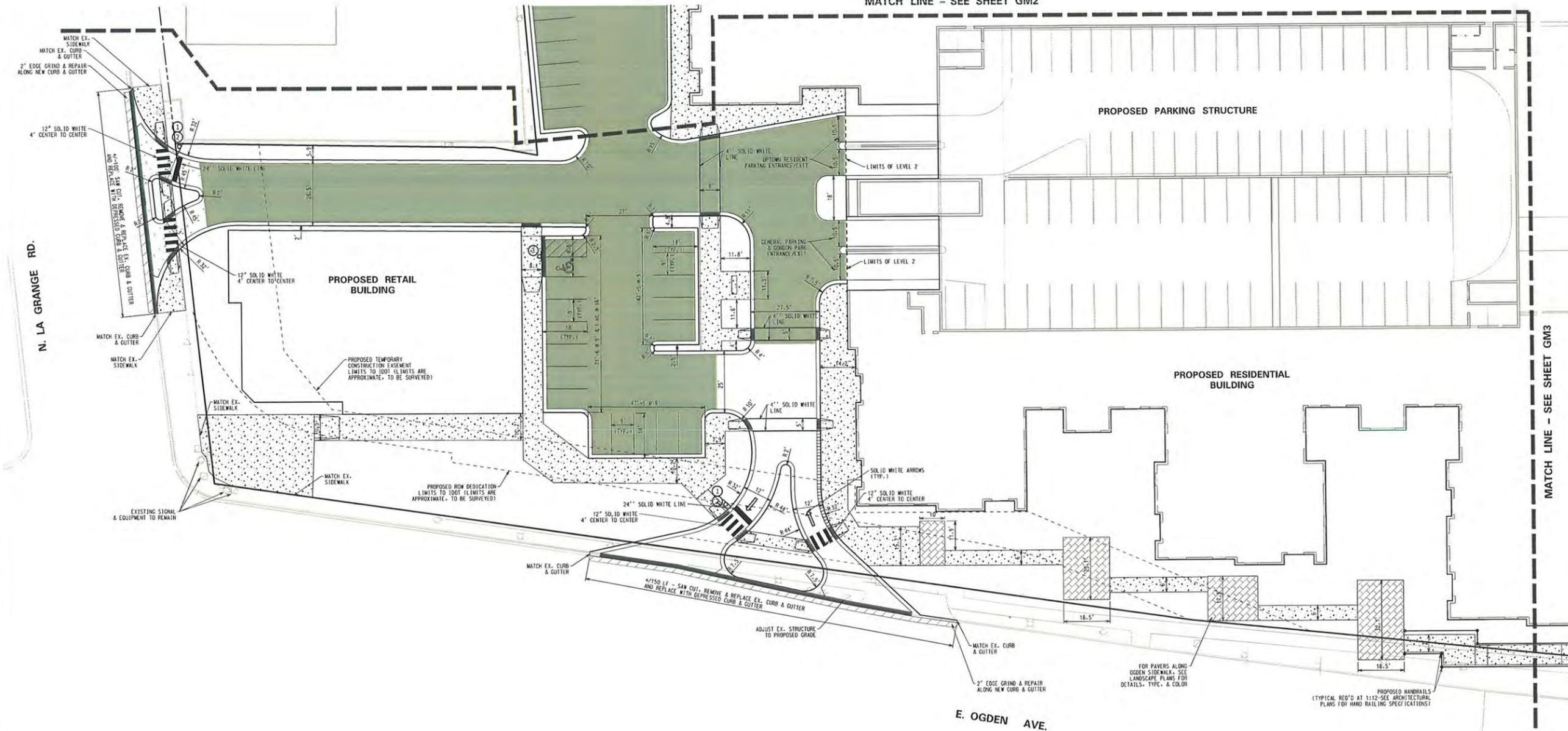


NOTE: (1) INDICATES SIGN (2) MOUNTED ABOVE SIGN (3)

**LEGEND:**



MATCH LINE - SEE SHEET GM2



NO.	DATE	REMARKS

2	10/21/14	PER PUBLIC WORKS MEETING
1	10/13/14	PER VILLAGE REVIEW

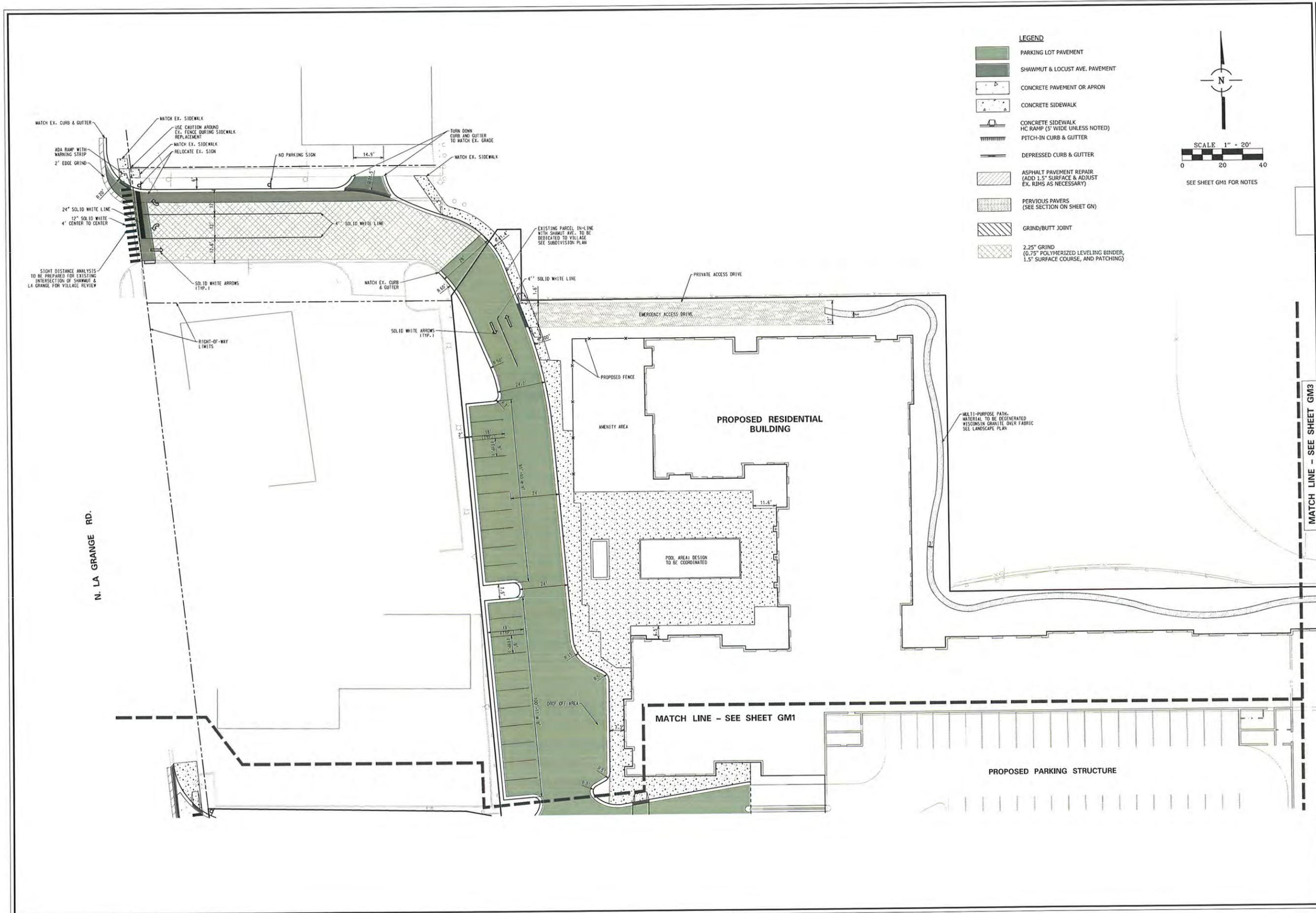
GEOMETRIC PLAN - 1  
 UPTOWN LA GRANGE  
 LA GRANGE, IL

CONSULTING ENGINEERS  
 SITE DEVELOPMENT ENGINEERS  
 LAND SURVEYORS  
 9575 W. Higgins Road, Suite 700  
 La Grange, IL 60138  
 Phone: (847) 694-0660 Fax: (847) 694-4065

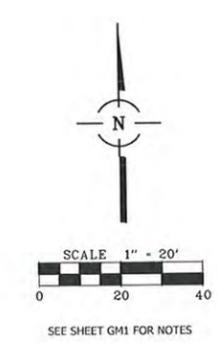


FILENAME: 7982GM01
DATE: 09/26/14
JOB NO. 7982
SHEET GM1
6 OF 27

5-A.68



- LEGEND**
- PARKING LOT PAVEMENT
  - SHAWMUT & LOCUST AVE. PAVEMENT
  - CONCRETE PAVEMENT OR APRON
  - CONCRETE SIDEWALK
  - CONCRETE SIDEWALK HC RAMP (5' WIDE UNLESS NOTED)
  - PITCH-IN CURB & GUTTER
  - DEPRESSED CURB & GUTTER
  - ASPHALT PAVEMENT REPAIR (ADD 1.5" SURFACE & ADJUST EX. RIMS AS NECESSARY)
  - PERVIOUS PAVERS (SEE SECTION ON SHEET GN)
  - GRIND/BUTT JOINT
  - 2.25" GRIND (0.75" POLYMERIZED LEVELING BINDER, 1.5" SURFACE COURSE, AND PATCHING)



NO.	DATE	REMARKS
2	10/21/14	PER PUBLIC WORKS MEETING
1	10/13/14	PER VILLAGE REVIEW

**GEOMETRIC PLAN - 2**

**UPTOWN LA GRANGE**  
LA GRANGE, IL

**CONSULTING ENGINEERS**  
SITE DEVELOPMENT ENGINEERS  
LAND SURVEYORS

4575 W. Higgins Road, Suite 700  
Rosemont, Illinois 60018  
Phone: (847) 696-6060 Fax: (847) 696-4045

**SPACECO INC.**

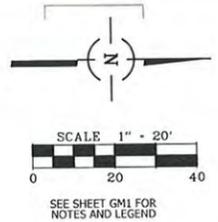
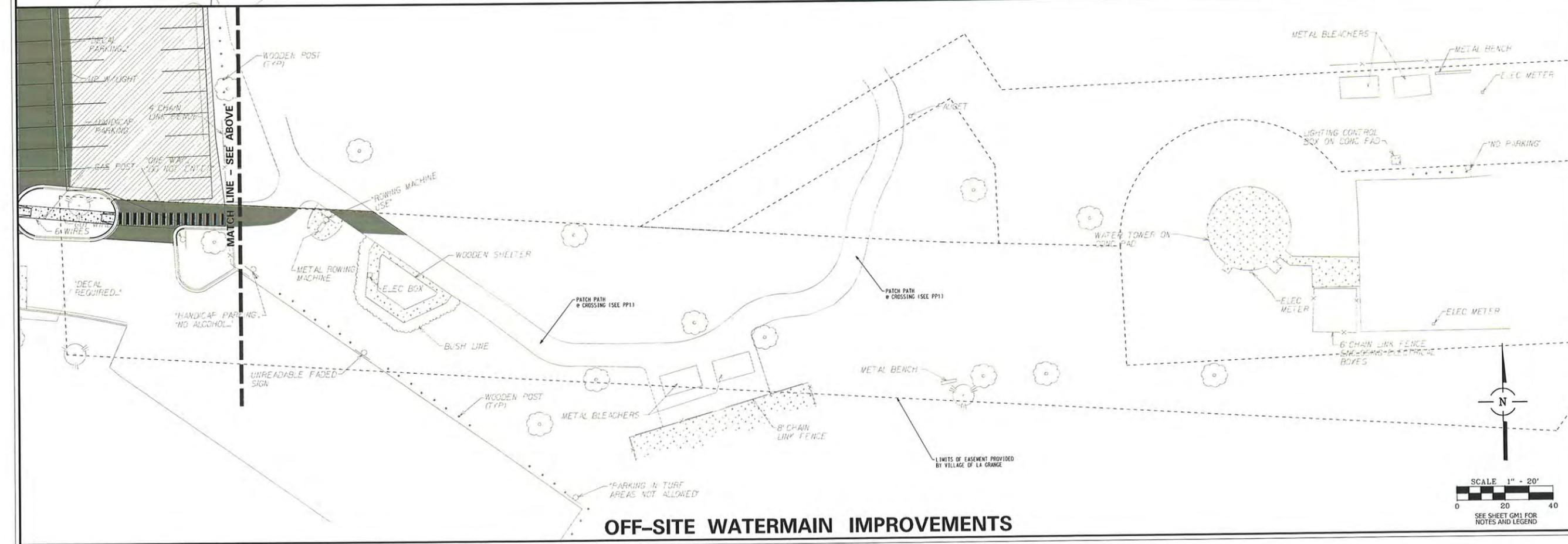
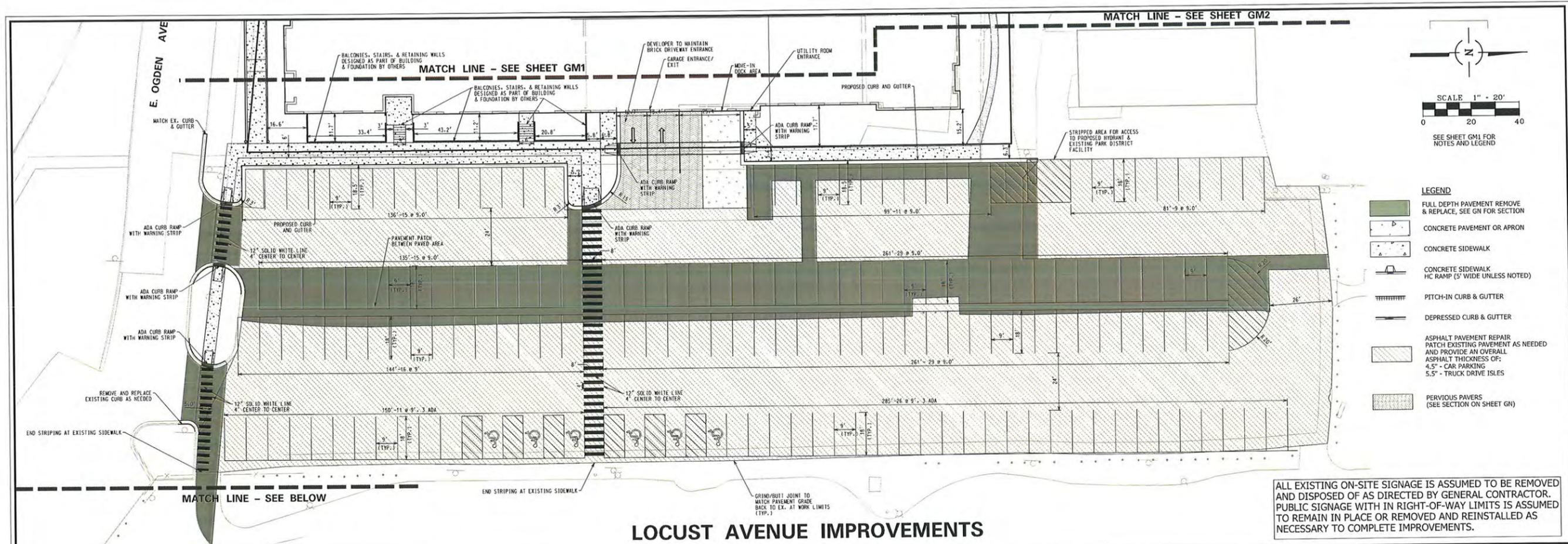
FILENAME:  
7982GM02

DATE:  
09/26/14

JOB NO.  
7982

SHEET  
**GM2**  
7 OF 27

5-A.69



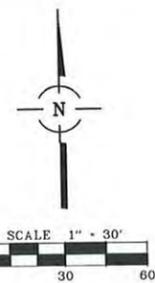
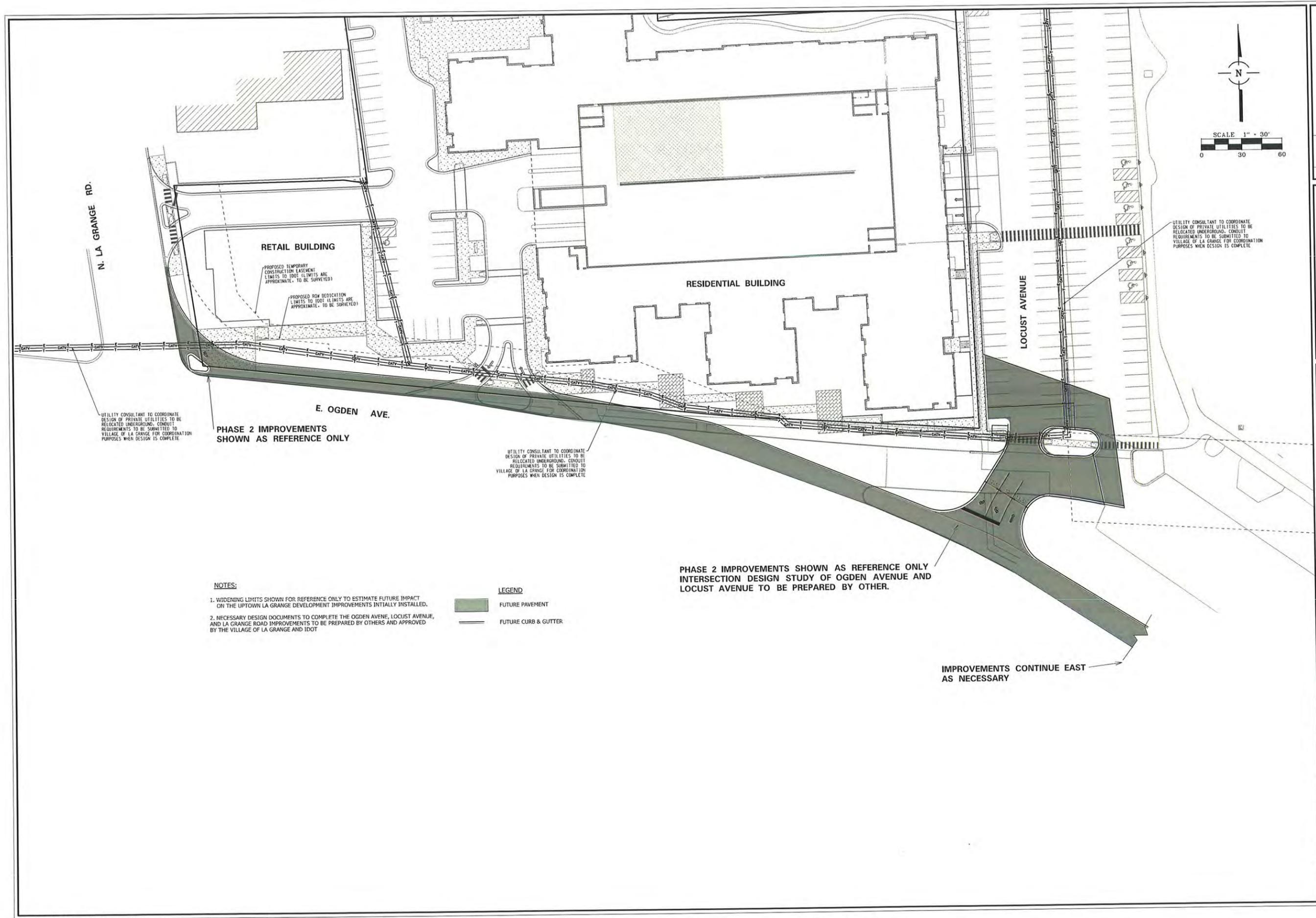
- LEGEND**
- FULL DEPTH PAVEMENT REMOVE & REPLACE, SEE GN FOR SECTION
  - CONCRETE PAVEMENT OR APRON
  - CONCRETE SIDEWALK
  - CONCRETE SIDEWALK HC RAMP (5' WIDE UNLESS NOTED)
  - PITCH-IN CURB & GUTTER
  - DEPRESSED CURB & GUTTER
  - ASPHALT PAVEMENT REPAIR PATCH EXISTING PAVEMENT AS NEEDED AND PROVIDE AN OVERALL ASPHALT THICKNESS OF: 4.5" - CAR PARKING 5.5" - TRUCK DRIVE ISLES
  - PERVIOUS PAVERS (SEE SECTION ON SHEET GN)

NO.	DATE	REMARKS
2	10/21/14	PER PUBLIC WORKS MEETING
1	10/13/14	PER VILLAGE REVIEW

GEOMETRIC PLAN - 3	
UPTOWN LA GRANGE LA GRANGE, IL	
CONSULTING ENGINEERS	LAND SURVEYORS
9575 W. Higgins Road, Suite 200 Rosemont, IL 60018 Phone: (847) 694-6066 Fax: (847) 694-4065	
FILENAME:	7982GM03
DATE:	09/26/14
JOB NO.	7982
SHEET	GM3
	8 OF 27

5-A.70



N. LA GRANGE RD.

RETAIL BUILDING

RESIDENTIAL BUILDING

LOCUST AVENUE

E. OGDEN AVE.

PHASE 2 IMPROVEMENTS SHOWN AS REFERENCE ONLY

PHASE 2 IMPROVEMENTS SHOWN AS REFERENCE ONLY  
INTERSECTION DESIGN STUDY OF OGDEN AVENUE AND  
LOCUST AVENUE TO BE PREPARED BY OTHER.

IMPROVEMENTS CONTINUE EAST  
AS NECESSARY

UTILITY CONSULTANT TO COORDINATE DESIGN OF PRIVATE UTILITIES TO BE RELOCATED UNDERGROUND. CONDUIT REQUIREMENTS TO BE SUBMITTED TO VILLAGE OF LA GRANGE FOR COORDINATION PURPOSES WHEN DESIGN IS COMPLETE

UTILITY CONSULTANT TO COORDINATE DESIGN OF PRIVATE UTILITIES TO BE RELOCATED UNDERGROUND. CONDUIT REQUIREMENTS TO BE SUBMITTED TO VILLAGE OF LA GRANGE FOR COORDINATION PURPOSES WHEN DESIGN IS COMPLETE

UTILITY CONSULTANT TO COORDINATE DESIGN OF PRIVATE UTILITIES TO BE RELOCATED UNDERGROUND. CONDUIT REQUIREMENTS TO BE SUBMITTED TO VILLAGE OF LA GRANGE FOR COORDINATION PURPOSES WHEN DESIGN IS COMPLETE

**NOTES:**

1. WIDENING LIMITS SHOWN FOR REFERENCE ONLY TO ESTIMATE FUTURE IMPACT ON THE UPTOWN LA GRANGE DEVELOPMENT IMPROVEMENTS INITIALLY INSTALLED.
2. NECESSARY DESIGN DOCUMENTS TO COMPLETE THE OGDEN AVENUE, LOCUST AVENUE, AND LA GRANGE ROAD IMPROVEMENTS TO BE PREPARED BY OTHERS AND APPROVED BY THE VILLAGE OF LA GRANGE AND IDOT

**LEGEND**

- FUTURE PAVEMENT
- FUTURE CURB & GUTTER

	NO. DATE REMARKS
<p><b>OGDEN AVENUE AND LOCUST AVENUE INTERSECTION IMPROVEMENT PLAN</b></p> <p><b>UPTOWN LA GRANGE LA GRANGE, IL</b></p>	
<p><b>CONSULTING ENGINEERS</b> SITE DEVELOPMENT ENGINEERS LAND SURVEYORS</p>	<p>9275 W. Higgins Road, Suite 700, Rosemont, Illinois 60018 Phone: (630) 966-4000 Fax: (630) 676-6665</p>
 <p><b>SPACECO INC.</b></p>	
<p>FILENAME: 7982GM04.DGN</p>	
<p>DATE: 09/26/14</p>	
<p>JOB NO. 7982</p>	
<p>SHEET <b>PH2</b> 9 OF 27</p>	

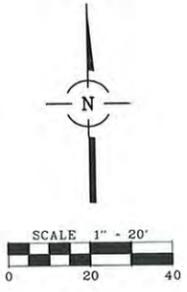
5-A.71

**NOTES:**

1. ALL CURB AND GUTTER IS ASSUMED TO BE B6.12.
2. ALL ELEVATIONS ARE FINISHED GRADE.
3. ALL SPOT GRADES ALONG CURB LINE ARE EDGE OF PAVEMENT UNLESS NOTED OTHERWISE.
4. ALL STORM SEWER IS SIZED FOR THE 100-YEAR FLOW AND ASSUMED TO BE R.C.P., CLIV
5. STORMWATER VAULT BELOW PARKING GARAGE TO BE COORDINATED WITH ARCHITECT AND INCORPORATED AS PART OF STRUCTURAL ENGINEERING PLANS.
6. TOPSOIL RESPREAD AND SEEDING SHALL BE REQUIRED FOR ALL PVIOUS AREAS.
7. THE CONTRACTOR WILL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING ALL EROSION CONTROL AND SEDIMENT CONTROL THROUGHOUT CONSTRUCTION INCLUDING ALL REQUIRED MONITORING AND REPORT. EROSION CONTROL ITEMS WILL INCLUDE, BUT ARE NOT LIMITED TO, SILT FENCE, TEMPORARY SEEDING, CONSTRUCTION ENTRANCE, INLET PROTECTION, LINED APRONS, ETC. DESIGN OF INITIAL EROSION CONTROL PLAN TO BE COMPLETED DURING FINAL DESIGN.

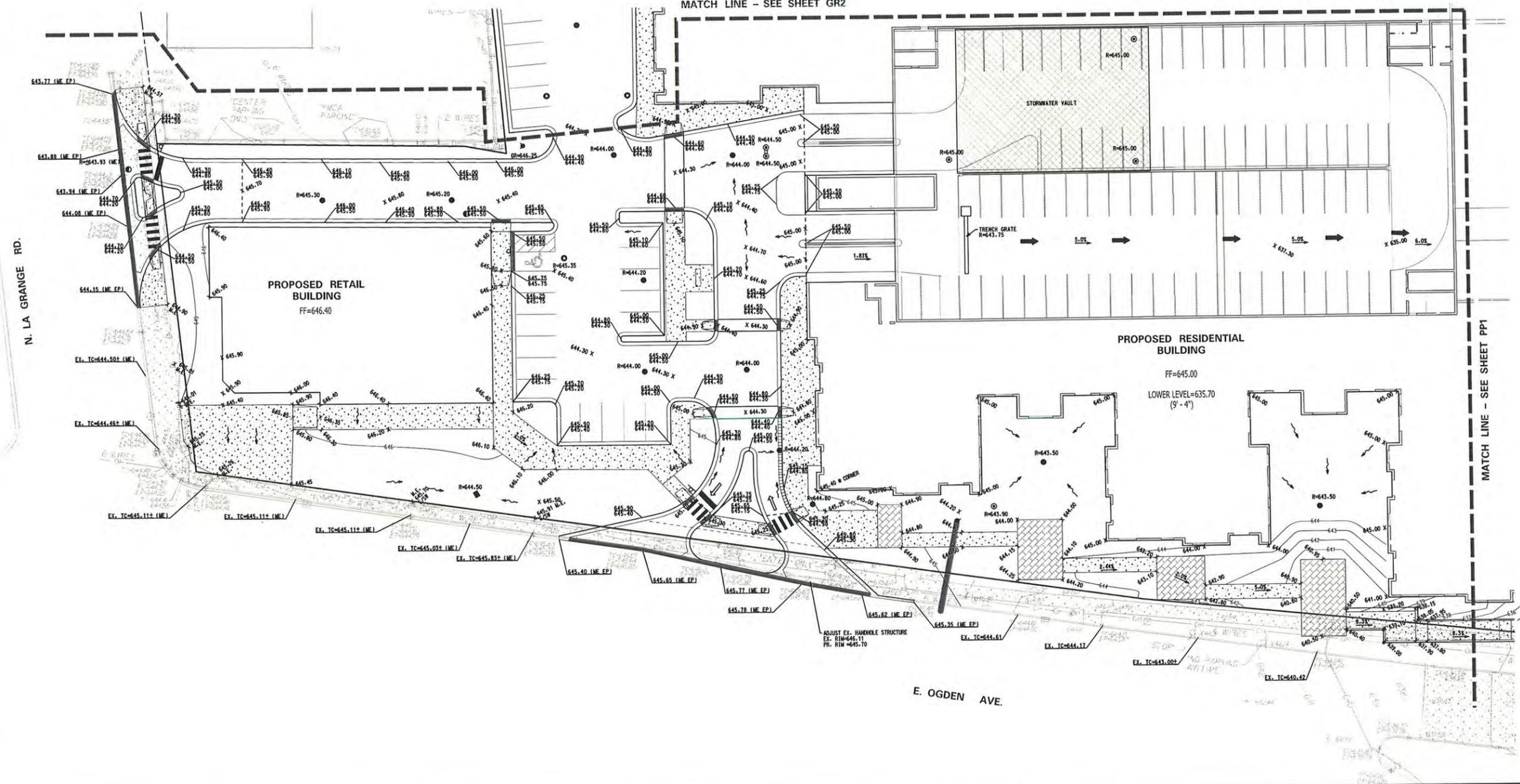
**LEGEND**

- FF FINISHED FLOOR
- LOCAL DRAINAGE
- 100-YEAR OVERLAND FLOW ROUTE
- LOCAL DRAINAGE DIVIDE
- TOP OF CURB
- EDGE OF PAVEMENT
- FINISHED GRADE
- STORM SEWER
- CATCH BASIN
- MANHOLE



MATCH LINE - SEE SHEET GR2

MATCH LINE - SEE SHEET PP1



NO.	DATE	REMARKS
2	10/21/14	PER PUBLIC WORKS MEETING
1	10/13/14	PER VILLAGE REVIEW

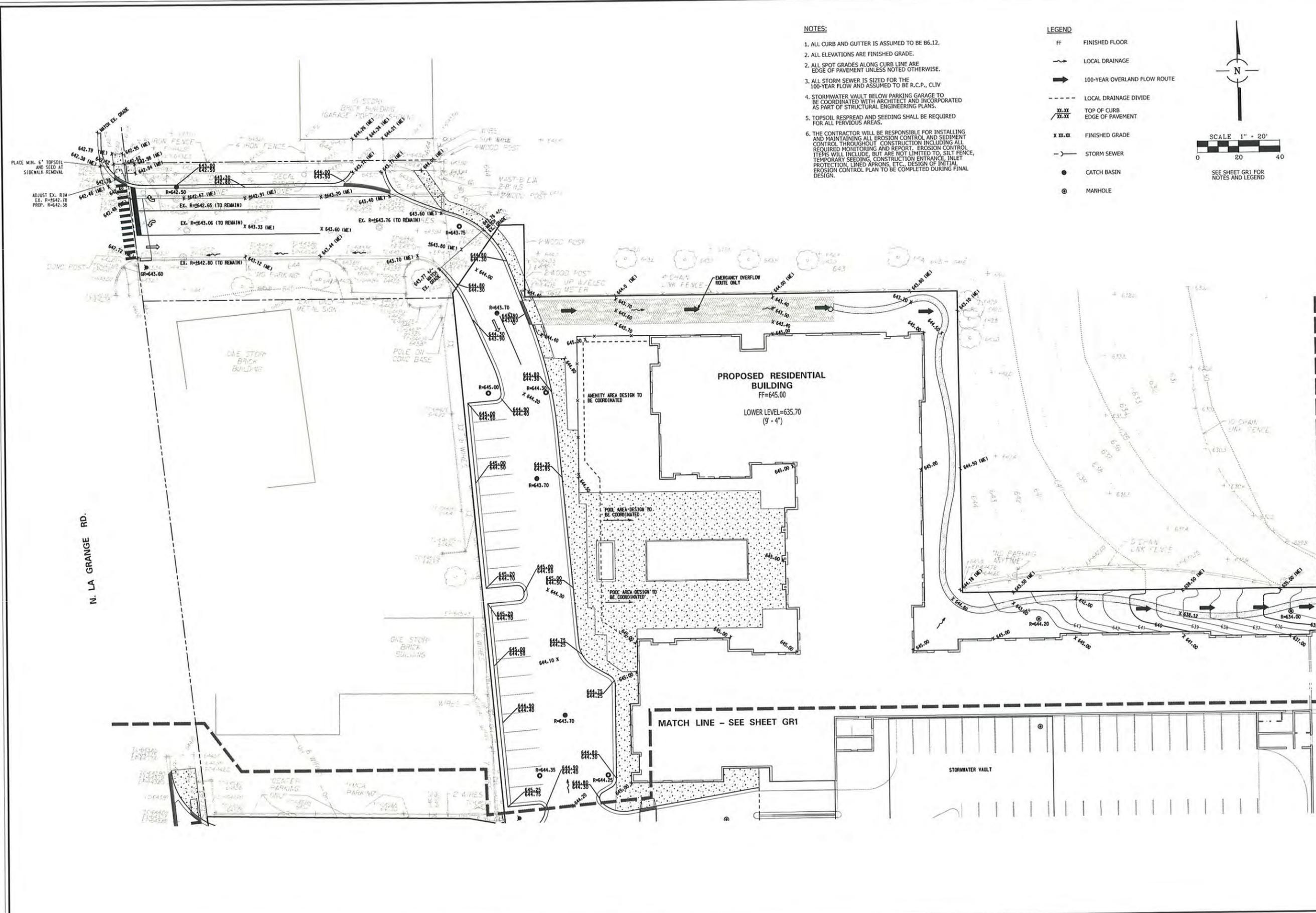
GRADING PLAN - 1  
**UPTOWN LA GRANGE**  
 LA GRANGE, IL

CONSULTING ENGINEERS  
 SITE DEVELOPMENT ENGINEERS  
 LAND SURVEYORS  
 9525 W. Higgins Road, Suite 200  
 Rosemont, Illinois 60018  
 Phone: (847) 676-4000 Fax: (847) 676-6063



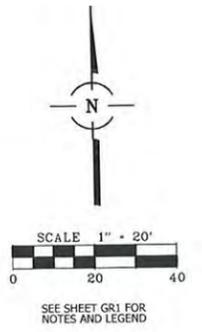
FILENAME:  
7982GR01  
 DATE:  
09/26/14  
 JOB NO.  
7982  
 SHEET  
**GR1**  
 10 OF 27

5-A.72



- NOTES:**
1. ALL CURB AND GUTTER IS ASSUMED TO BE B6.12.
  2. ALL ELEVATIONS ARE FINISHED GRADE.
  3. ALL SPOT GRADES ALONG CURB LINE ARE EDGE OF PAVEMENT UNLESS NOTED OTHERWISE.
  4. ALL STORM SEWER IS SIZED FOR THE 100-YEAR FLOW AND ASSUMED TO BE R.C.P., CLIV
  5. STORMWATER VAULT BELOW PARKING GARAGE TO BE COORDINATED WITH ARCHITECT AND INCORPORATED AS PART OF STRUCTURAL ENGINEERING PLANS.
  6. TOPSOIL RESPREAD AND SEEDING SHALL BE REQUIRED FOR ALL PVIOUS AREAS.
  7. THE CONTRACTOR WILL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING ALL EROSION CONTROL AND SEDIMENT CONTROL THROUGHOUT CONSTRUCTION INCLUDING ALL REQUIRED MONITORING AND REPORT. EROSION CONTROL ITEMS WILL INCLUDE, BUT ARE NOT LIMITED TO, SILT FENCE, TEMPORARY SEEDING, CONSTRUCTION ENTRANCE, INLET PROTECTION, LINED APRONS, ETC., DESIGN OF INITIAL EROSION CONTROL PLAN TO BE COMPLETED DURING FINAL DESIGN.

- LEGEND:**
- FF FINISHED FLOOR
  - LOCAL DRAINAGE
  - 100-YEAR OVERLAND FLOW ROUTE
  - LOCAL DRAINAGE DIVIDE
  - TOP OF CURB EDGE OF PAVEMENT
  - FINISHED GRADE
  - STORM SEWER
  - CATCH BASIN
  - MANHOLE



NO.	DATE	REMARKS
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**CONSULTING ENGINEERS**  
**LAND SURVEYORS**

**UPTOWN LA GRANGE**  
 LA GRANGE, IL

**GRADING PLAN - 2**

**SPACECO INC.**

FILENAME:  
7982GR02

DATE:  
09/26/14

JOB NO.  
7982

SHEET  
**GR2**  
11 OF 27

5-A.73

**SEWER LINING SPECIFICATION**  
(SEE SHEET - PPI)

THE EXISTING 12" CLAY SEWER PIPE LENGTHS FROM EX. MANHOLE AT BUILDING CONNECTION TO THE EXISTING MANHOLE SEWER SHALL BE REHABILITATED USING A CURED IN PLACE LINING SYSTEM. USING THE INSTANTANEOUS LIVING PROCESS OR APPROVED SIMILAR INSTALLATION METHOD AS SUBMITTED BY THE CONTRACTOR FOR APPROVAL BY THE ENGINEER. THIS INCLUDES TWO RUNS OF PIPE (18" & 19").

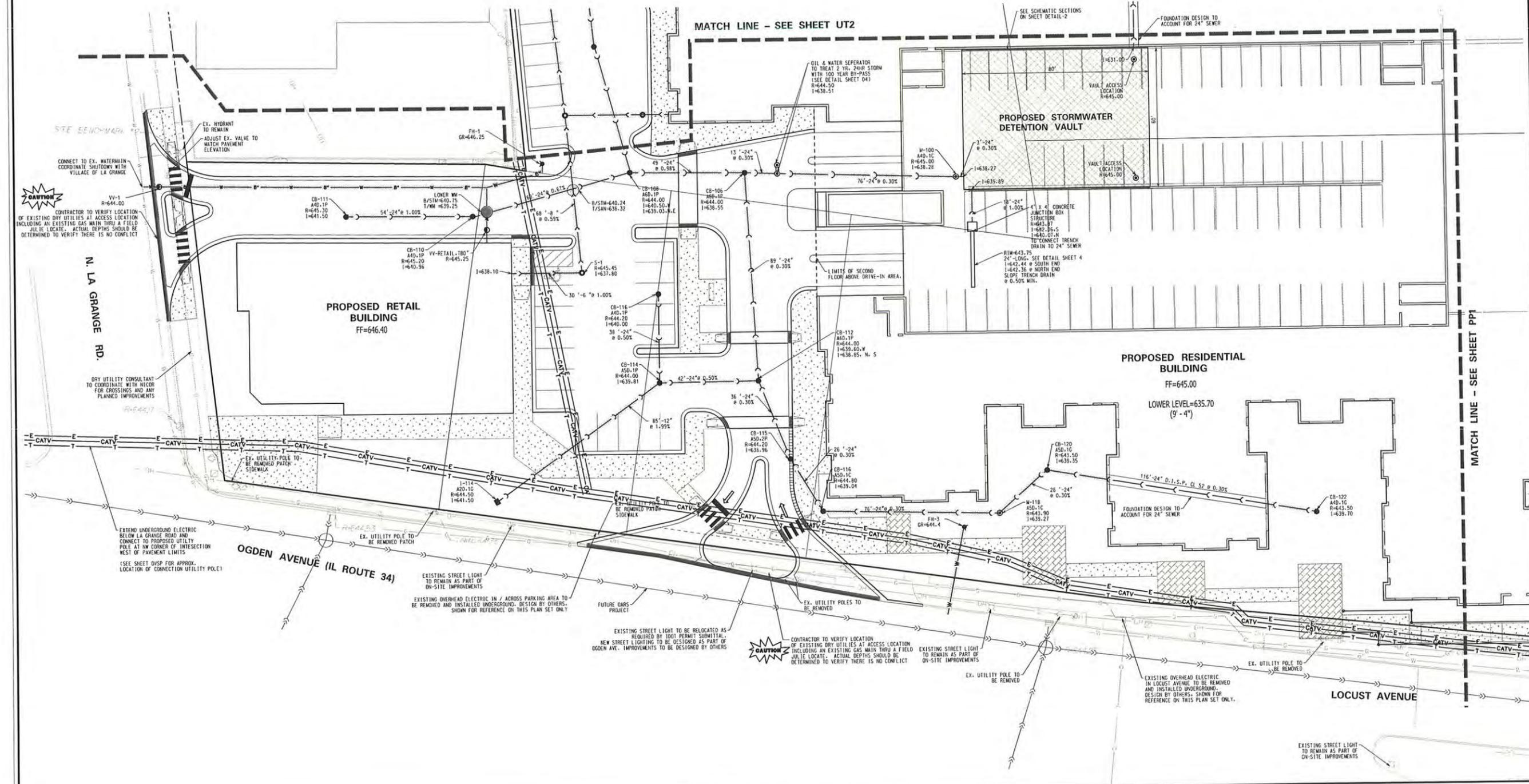
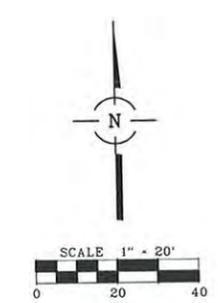
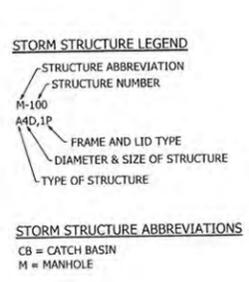
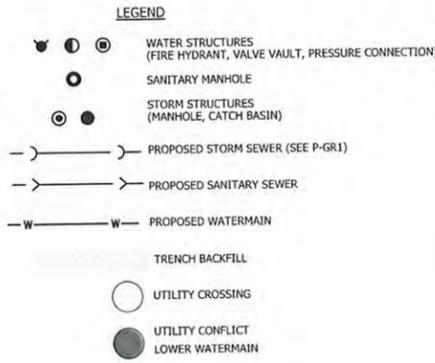
THE LINING SYSTEM SHALL BE DESIGNED TO MEET A MANNING COEFFICIENT OF 0.011 AND BE LESS THAN OR EQUAL TO 0.6" THICK. CONTRACTOR TO PROVIDE BUT NOT LIMITED TO MANUFACTURER'S LICENSE OR CERTIFICATE, MANUFACTURE CERTIFICATIONS FOR MATERIALS, PROPOSED EQUIPMENT AND INSTALLATION PROCEDURES, PRODUCT DATA, SPECIFICATIONS, DESIGN CALCULATIONS FOR WALL THICKNESS, AND CATALOG SHEETS TO THE ENGINEER PRIOR TO INSTALLATION FOR APPROVAL. THE INSTALLATION SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS AND ANY BY-PASS PUMPING THAT IS REQUIRED TO COMPLETE THIS INSTALLATION.

THE CURED IN PLACE LINING SYSTEM SHALL BE IN ACCORDANCE WITH:  
1. ASTM D5813 STANDARD SPECIFICATION FOR CURED-IN-PLACE THERMOSETTING RESIN SEWER PIPE.  
2. ASTM F1216 STANDARD PRACTICE FOR REHABILITATION OF EXISTING PIPELINES AND CONDUITS BY THE INVERSION AND CURING OF A RESIN-IMPREGNATED TUBE.  
3. ASTM F1343 STANDARD PRACTICE FOR REHABILITATION OF EXISTING PIPELINES AND CONDUITS BY PULLED-IN-PLACE INSTALLATION OF CURED-IN-PLACE THERMOSETTING RESIN PIPE.

THE CONNECTION MANHOLE AND INTERMEDIATE MANHOLE SHALL BE LINED USING STRONG SEAL REHABILITATION OR APPROVED EQUAL.

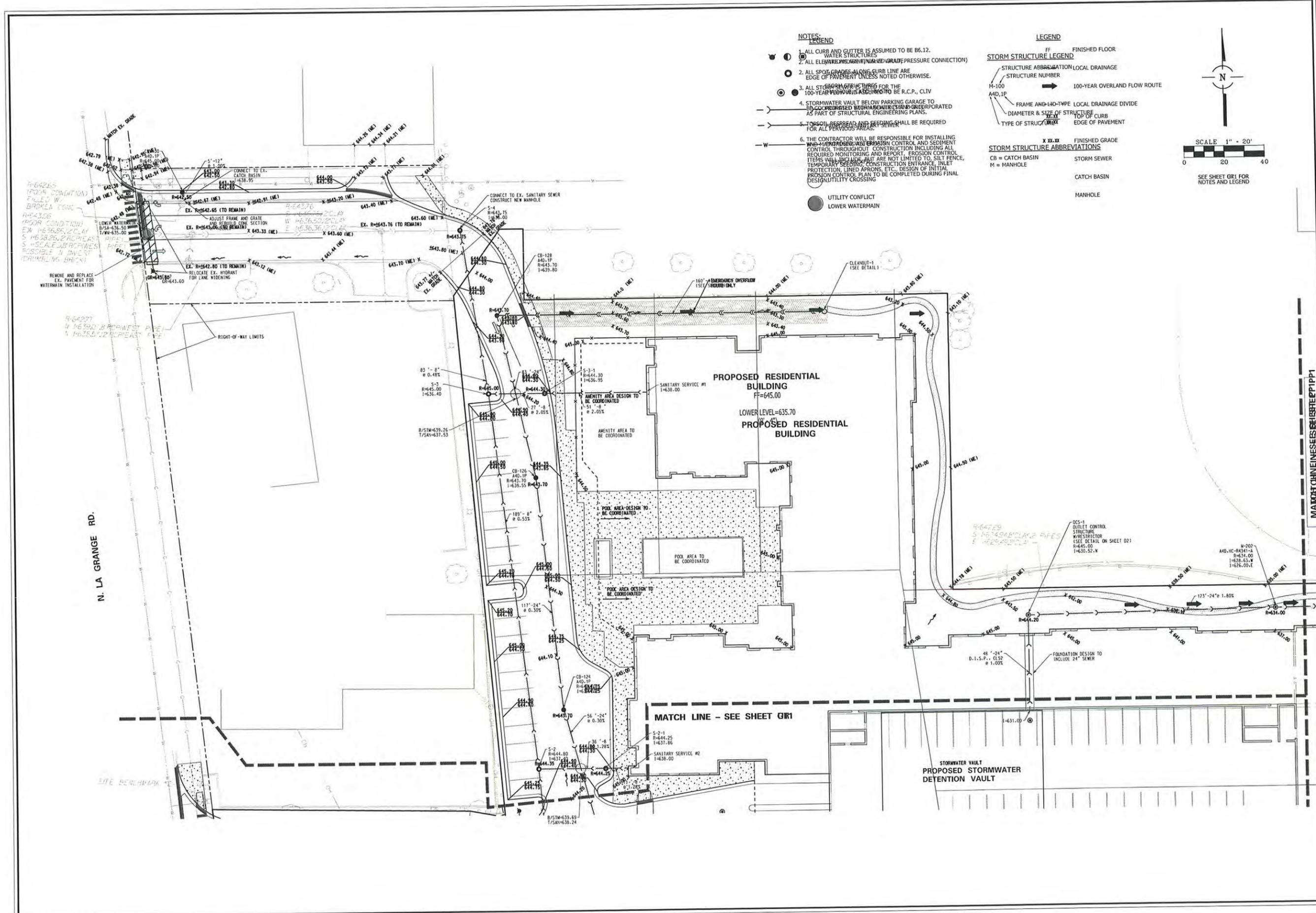
- NOTES:**
1. ALL STORM SEWERS SHALL BE RCP (C-IV UNLESS NOTED OTHERWISE). ALL STORM SEWER HAS BEEN DESIGNED FOR 100 YEAR STORM EVENT.
  2. ALL SANITARY SEWERS SHALL BE PVC SDR 26 UNLESS NOTED OTHERWISE.
  3. ALL WATER MAINS SHALL BE D.I.P.-CLASS 52 UNLESS NOTED OTHERWISE. MEGALUGS AND THRUST BLOCKS ARE REQUIRED FOR ALL WATERMAIN FITTINGS. MINIMUM 5.5' COVER TO THE TOP OF WATERMAIN IS REQUIRED.
  4. ALL RESTRAINED WATER MAIN JOINTS SHALL BE U.S. PIPE "FIELD LOCK" GASKET OR APPROVED EQUAL.
  5. FRAME AND GRATE/LID FOR STORM SEWER STRUCTURES  
1C - MHA-NEENAH R-1712 FRAME W/TYPICAL "B" CLOSED LID  
1P - INLET, CB-NEENAH R-2504 W/TYPICAL "D" GRATE  
2P - NEENAH R-3281-A COMBO INL. FRAME, GRATE, CURB BOX  
1G - NEENAH R-3340-B BEEHIVE GRATE FOR GRASS AREAS
  6. IF ANY PROPOSED SANITARY SEWER CROSSES ABOVE A WATERMAIN, SANITARY SEWER SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE OR WM QUALITY PVC (ASTM D-2241) AT LEAST TEN FEET (10') ON EACH SIDE OF THE CROSSING.
  7. ALL PROPOSED STORM SEWER CROSSINGS OVER EXISTING WATERMANS TO INSTALL CASING PIPE ON WATERMAIN FOR AT LEAST TEN FEET (10') ON BOTH SIDES OF THE EXISTING WATERMAIN.

8. CONTRACTOR TO VERIFY LOCATION OF ALL EX. UTILITIES PRIOR TO CONSTRUCTION TO VERIFY ANY CONFLICTS WITH THE EXISTING AND PR. WATERMAIN & SANITARY SEWERS. PIPE LOCATIONS WERE ESTIMATED FROM ORIGINAL DESIGN DRAWINGS AND THE FIELD SURVEY OBSERVATIONS AND IS MEANT AS A GUIDE ONLY.
9. EXISTING & PROPOSED DRY UTILITIES ARE SHOWN FOR REFERENCE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE LOCATION OF EXISTING DRY UTILITIES AND TO COORDINATE THE REMOVAL OR ABANDONMENT OF ALL DRY UTILITIES WITH THEIR CORRESPONDING OWNERS.
10. ALL FENCING SHOWN ON THE PLANS IS FOR LOCATION AND REFERENCE ONLY. FENCE TYPE AND CONSTRUCTION SPECIFICATIONS ARE BY OTHERS.
11. SEE MEP PLANS FOR ALL REQUIRED IMPROVEMENTS TO THE PUMP ROOM AND INTERNAL FIRE PROTECTION PREPARED BY OTHERS. SERVICE LOCATIONS ARE APPROXIMATE AND SHOWN FOR VERIFICATION WITH THE MEP DRAWINGS PRIOR TO CONSTRUCTION.
12. DESIGN OF PROPOSED LIGHT POLE TYPES, LOCATIONS, WIRING, AND CIRCUITRY OF LIGHTING WILL BE BY OTHERS.
13. ELECTRICAL OVERHEAD TO BE BURIED IS SHOWN FOR REFERENCE ONLY. DESIGN OF CIRCUITRY BY OTHERS.



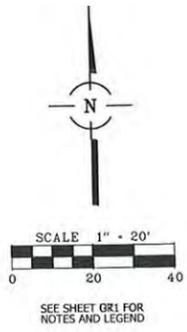
UTILITY PLAN - 1	
UPTOWN LA GRANGE LA GRANGE, IL	
CONSULTING ENGINEERS	SPACECO INC.
SITE DEVELOPMENT ENGINEERS	FILENAME: 7982UT01
LAND SURVEYORS	DATE: 09/26/14
9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018 Phone: (847) 895-0660 Fax: (847) 895-0605	JOB NO. 7982
	SHEET
	UT1
	12 OF 27

5-A.74



- NOTES:**
1. ALL CURB AND GUTTER IS ASSUMED TO BE B6.12. WATER STRUCTURES
  2. ALL ELEVATIONS ARE FINISHED GRADE (UNLESS OTHERWISE NOTED)
  3. ALL SPOT GRADES ALONG CURB LINE ARE EDGE OF PAVEMENT UNLESS NOTED OTHERWISE.
  4. ALL STORMWATER STRUCTURES FOR THE 100-YEAR FLOW ROUTE SHALL BE R.C.P., CLIV
  5. STORMWATER VAULT BELOW PARKING GARAGE TO BE COORDINATED WITH ARCHITECT'S DESIGN AS PART OF STRUCTURAL ENGINEERING PLANS.
  6. TOP SOIL, RESEED AND SEEDING SHALL BE REQUIRED FOR ALL PERVIOUS AREAS.
  7. THE CONTRACTOR WILL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING EROSION CONTROL AND SEDIMENT CONTROL THROUGHOUT CONSTRUCTION INCLUDING ALL REQUIRED MONITORING AND REPORT. EROSION CONTROL ITEMS WILL INCLUDE, BUT ARE NOT LIMITED TO, SILT FENCE, TEMPORARY SEEDING, CONSTRUCTION ENTRANCE, INLET PROTECTION, LINED APRONS, ETC. DESIGN OF INITIAL EROSION CONTROL PLAN TO BE COMPLETED DURING FINAL DESIGN/UTILITY CROSSING.
- LEGEND**
- UTILITY CONFLICT
  - LOWER WATERMAIN

- LEGEND**
- STORM STRUCTURE LEGEND**
- FF FINISHED FLOOR
  - STRUCTURE ABBREVIATION LOCAL DRAINAGE
  - STRUCTURE NUMBER
  - M-100 100-YEAR OVERLAND FLOW ROUTE
  - A4D, 1P FRAME AND LID-TYPE LOCAL DRAINAGE DIVIDE
  - DIAMETER & SIZE OF STRUCTURE
  - TYPE OF STRUCTURE
- STORM STRUCTURE ABBREVIATIONS**
- CB = CATCH BASIN
  - M = MANHOLE
  - STORM SEWER
  - CATCH BASIN
  - MANHOLE



NO.	DATE	REMARKS
2	10/21/14	PER PUBLIC WORKS MEETING
1	10/13/14	PER VILLAGE REVIEW

CONSULTING ENGINEERS	
SITE DEVELOPMENT ENGINEERS	
LAND SURVEYORS	
9575 W. Higgins Road, Suite 700 Rosemont, Illinois 60018 Phone: (847) 696-0660 Fax: (847) 696-4685	

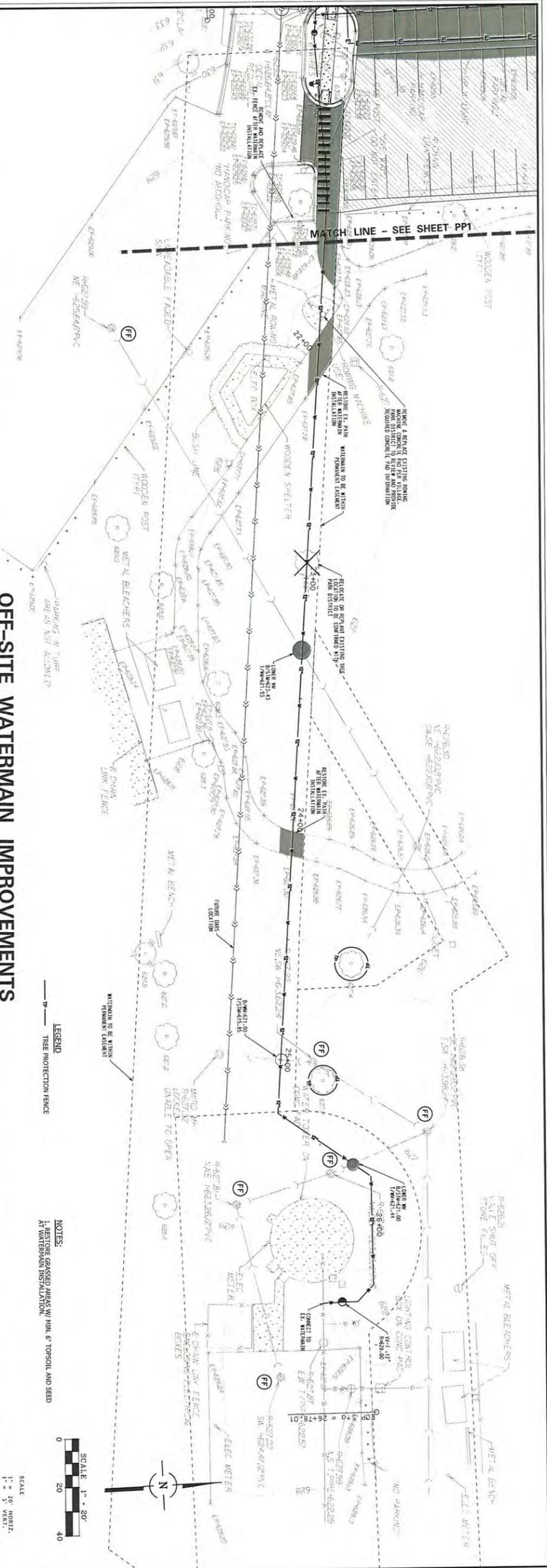
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GUARDING PRMAN - 22	
<b>UPTOWN LA GRANGE</b> LA GRANGE, IL	

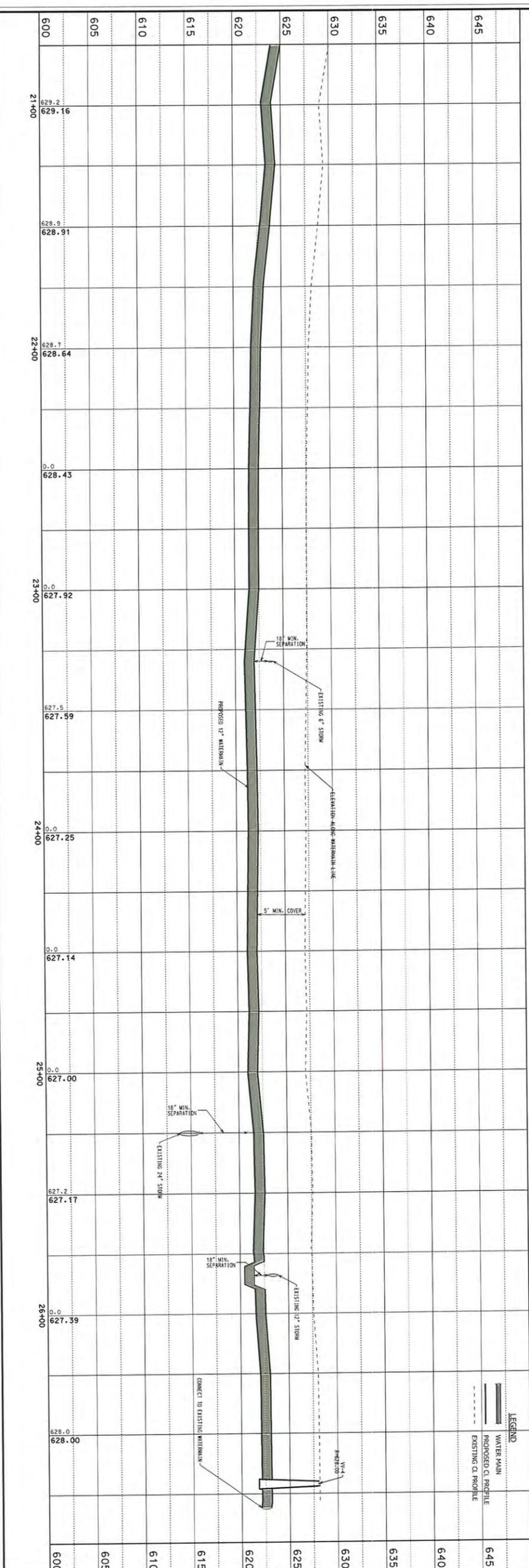
SPACECO INC. FILENAME: 79820R02 DATE: 09/26/14 JOB NO. 7982 SHEET <b>GR2</b> 15 OF 27
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5-A.75



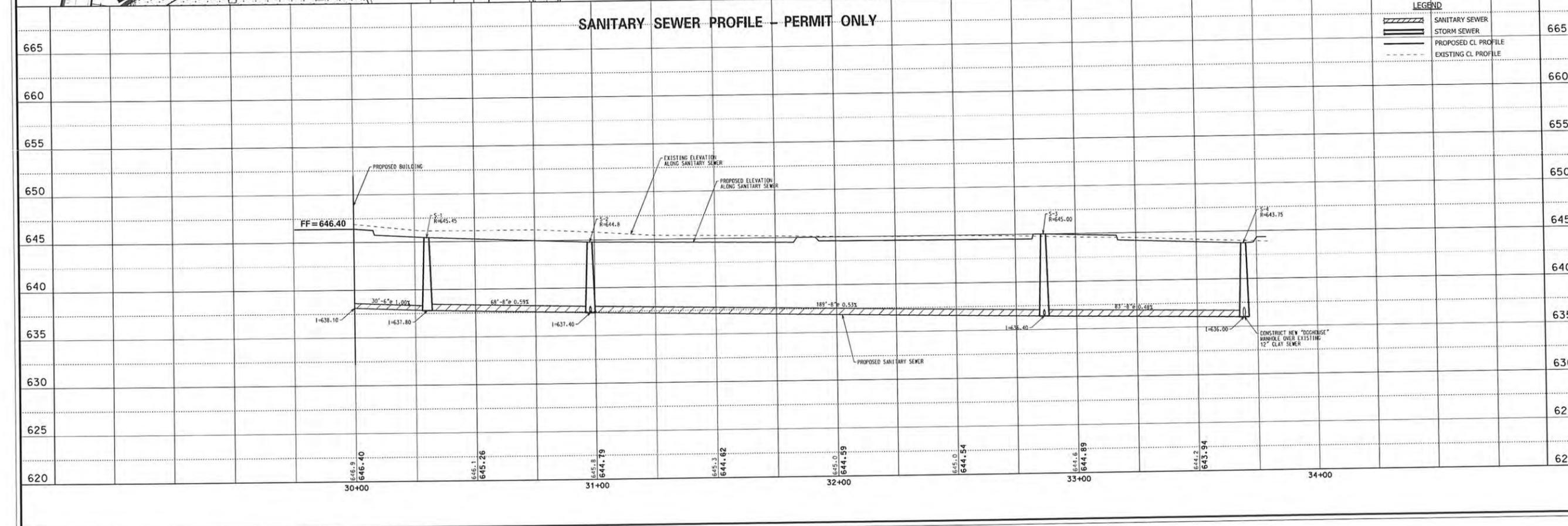
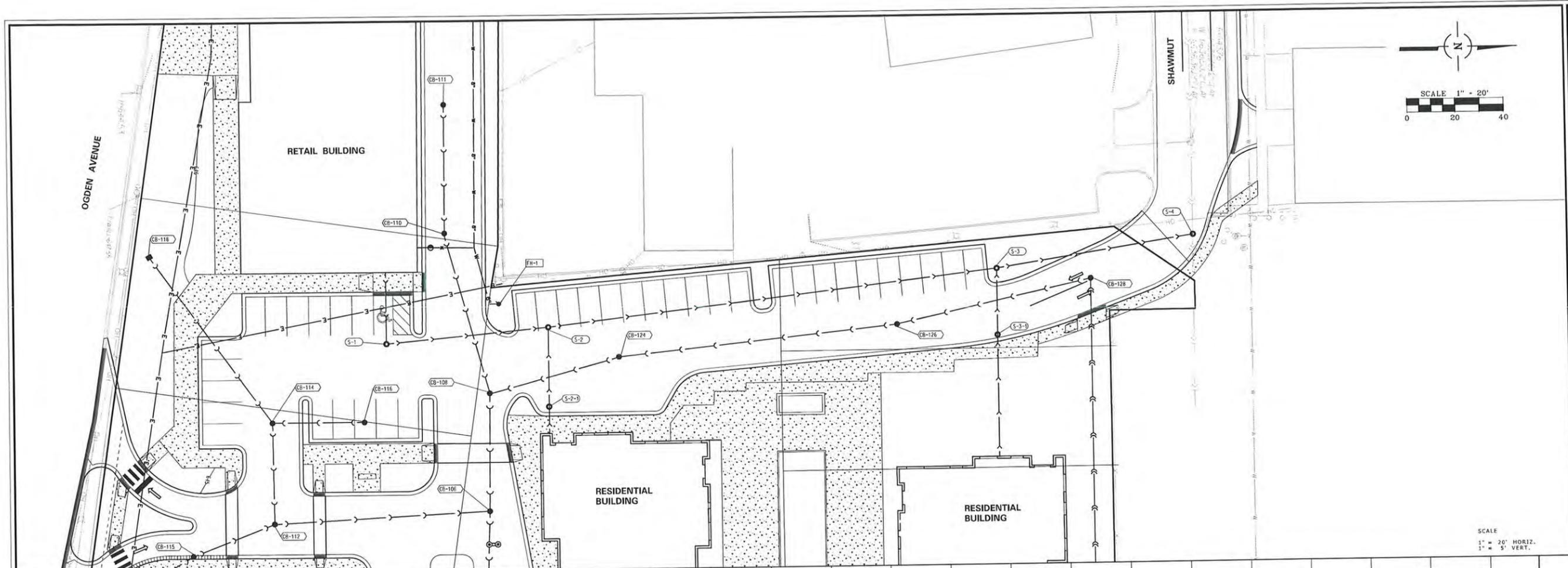


**OFF-SITE WATERMAIN IMPROVEMENTS**



	<b>CONSULTING ENGINEERS</b> <b>SITE DEVELOPMENT ENGINEERS</b> <b>LAND SURVEYORS</b>	<b>PLAN AND PROFILE - 2</b>  <b>UPTOWN LA GRANGE</b> LA GRANGE, IL	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REMARKS</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>10/21/14</td> <td>PER PUBLIC WORKS MEETING</td> </tr> <tr> <td>1</td> <td>10/13/14</td> <td>PER VILLAGE REVIEW</td> </tr> </tbody> </table>	NO.	DATE	REMARKS	2	10/21/14	PER PUBLIC WORKS MEETING	1	10/13/14	PER VILLAGE REVIEW	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REMARKS</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	REMARKS						
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NO.	DATE	REMARKS																				
<b>SPACECO INC.</b> FILENAME: 7982PP02 DATE: 09/28/14 JOB NO. 7982 SHEET <b>PP2</b> 15 OF 27	9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018 Phone: (847) 696-1060 Fax: (847) 696-4065																					

5-A.77



NO.	DATE	REMARKS
2	10/21/14	PER PUBLIC WORKS MEETING
1	10/13/14	PER VILLAGE REVIEW

**PLAN AND PROFILE - 3**

**UPTOWN LA GRANGE**  
LA GRANGE, IL

**CONSULTING ENGINEERS**  
**SITE DEVELOPMENT ENGINEERS**  
**LAND SURVEYORS**

9575 W. Higgins Road, Suite 700,  
 Rosemead, Illinois 60018  
 Phone: (815) 695-0066 Fax: (815) 695-0065

**SPACECO INC.**

FILENAME:  
7982PP03

DATE:  
09/26/14

JOB NO.  
7982

SHEET  
**PP3**  
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5-A.78



This Soil Erosion & Sediment Control (SESC) Plan has been prepared to fulfill one of the requirements of the National Pollutant Discharge Elimination System (NPDES) General Permit No. ILR10... The SESC Plan should be maintained on site as an integral component of the Storm Water Pollution Prevention Plan (SWPPP)...

1. SITE DESCRIPTION

- A. The following is a description of the nature of the construction activity: UPTOWN LA GRANGE CONSTRUCTION WITH UTILITIES AND MULTI-FAMILY HOUSING WITH LOT...
B. The following is a description of the intended sequence of construction activities which will disturb soils for major portions of the construction site:
1) Install perimeter sediment control measures...

- D. 1) An estimated runoff coefficient of the site after construction activities are completed is 0.30.
2) Existing data describing the soil or quality of any discharge from the site is included in...
E. Refer to Sheets 2, 3, 4 for a site plan indicating:
1) drainage patterns
2) approximate slopes anticipated before and after major grading activities...

- G. Potential sources of pollution associated with this construction activity may include:
- sediment from disturbed soils
- portable sanitary stations
- fuel tanks
- oil or other petroleum products
- adhesives
- tar
- solvents
- detergents
- fertilizers
- raw materials (e.g., bagged Portland cement)
- construction debris
- landscape waste
- concrete and concrete trucks
- litter

2. CONTROLS

This section of the SESC Plan addresses the various controls that should be implemented for each of the major construction activities described in the "Site Description" section. For each measure identified in the SWPPP...
A. Approved State or Local Plans
The approved practices, controls and other provisions contained in the SWPPP should be at least as protective as the requirements contained in the Illinois Environmental Protection Agency's (IEPA) and the United States Department of Agriculture's Natural Resource Conservation Service Illinois Urban Manual, 2002...

B. Control Implementation Schedule
Best Management Practices will be implemented on an as-needed basis to protect water quality. Perimeter controls of the site should be installed prior to soil disturbance...
Stabilization measures should be initiated where construction activities have temporarily or permanently ceased in accordance with local and State requirements...

C. Erosion and Sediment Controls
The appropriate soil erosion and sediment controls should be implemented on site and should be modified to reflect the current phase of construction...
1) Stabilization Practices - Areas that will not be paved or covered with non-erodible material should be stabilized using procedures in substantial conformance with the Illinois Urban Manual...

The following temporary and permanent stabilization practices, at a minimum, are proposed:
- Temporary Seeding
- Permanent Seeding
- Erosion Control Blanket

2) Structural Practices - Provided below is a description of structural practices that should be implemented, to the degree attainable to divert flow from exposed soils, slow flow or otherwise limit runoff and the discharge of pollutants from exposed areas of the site...
- stabilized construction entrance
- silt fence

D. Storm Water Management
Provided below is a description of measures that will be installed during the construction process to control the pollutants in storm water discharges that will occur after the construction operations have been completed...
1) The practices selected for implementation were determined on the basis of technical guidance contained in EPA's Illinois Urban Manual, Federal, State, and/or Local Requirements...

E. Waste Management
Solid waste materials including trash, construction debris, excess construction materials, machinery, tools and other items will be collected and disposed of off site by the contractor...
2) Velocity dissipation devices, such as rip-rap aprons at flared ends and sections or level spreaders, shall be placed at discharge locations and along the length of any outlet channel...

F. Concrete Waste Management
Concrete waste or washout should not be allowed in the street or allowed to reach a storm water drainage system or watercourse...
G. Concrete Cutting
Concrete waste management should be implemented to contain and dispose of saw-cutting slurries. Concrete cutting should not take place during or immediately after a rainfall event...

H. Vehicle Storage and Maintenance
When not in use, construction vehicles should be stored in a designated area(s) outside of the regulatory floodplain, away from any natural or created watercourse, pond, drainage-way or storm drain...
I. Material Storage and Good Housekeeping
Materials and/or containers should be stored in a manner that minimizes the potential to discharge into storm drains or watercourses...

J. Management of Portable Sanitary Stations
To the extent practicable, portable sanitary stations should be located in an area that does not drain to any protected natural areas...
K. Spill Prevention and Clean-Up Procedures
Manufacturer's recommended methods for spill clean-up should be available and site personnel should be made aware of the procedures and the location of the information and clean-up supplies...

L. De-watering Operations
During de-watering/pumping operations, until unconfined material should be allowed to discharge to protected natural areas...
M. Off-Site Vehicle Tracking
The site should have one or more stabilized construction entrances in conformance with the Plan details...

N. Dust Control
Dust control should be implemented on site as necessary. Repetitive treatment should be applied as needed to construction sites when temporary dust control measures are used...
3. MAINTENANCE
Maintenance of the controls incorporated into this project should be performed as needed to assure their continued effectiveness...

O. Inspections
The Permittee or their authorized representative will be responsible for conducting site inspections in compliance with the ILR10 NPDES Permit...
Each inspection should include the following components:
A. Disturbed areas and areas used for the storage of materials that are exposed to precipitation...

B. Based on the results of the inspection, the description of potential pollutant sources identified, and the pollution prevention measures described in the SWPPP should be revised, as appropriate, as soon as practicable after the inspection...
C. A report summarizing the scope of the inspection, names and qualifications of personnel making the inspection, the details of the inspection, major observations relating to the implementation of the SWPPP...

D. The Permittee shall notify the appropriate agency field operations section office by e-mail or telephone or fax within 24 hours of any incidence of non-compliance for any violation of the storm water pollution prevention plan observed during any inspection...
E. All reports of non-compliance shall be signed by a responsible authority as defined in Part VI.G. (Sanitary Requirements), of the ILR10 NPDES Permit...

F. After the initial contact has been made within the appropriate agency field operations section office, all reports of non-compliance shall be mailed to IEPA at the following address:
Illinois Environmental Protection Agency
Division of Water Pollution Control
Compliance Assurance Section
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

G. NON-STORM WATER DISCHARGES
Excess flow from fire fighting activities, possible sources of non-storm water that may be combined with storm water discharges associated with the proposed activity, are described below:
- water used to wash vehicles where detergents are not used
- water used to control dusts
- pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred...

H. The following good housekeeping practices should be followed on site during the construction project:
- An effort should be made to store only enough product required to do the job.
- All materials stored on site should be stored in a neat, orderly manner in their appropriate containers and adequately protected from the environment...

I. Discharges of a hazardous substance or oil caused by a spill (e.g., a spill of oil into a separate storm sewer or waters of the State) are not authorized by the ILR10 permit...
Spills in excess of Federal Reportable Quantities (as established under 40 CFR Parts 116, 117, or 302), should be reported to the National Response Center by calling 1(800) 424-8802...

J. In addition to the good housekeeping and other management practices discussed in the previous sections of these Notes, the following minimum practices should be followed to reduce the risk of spills:
- on-site vehicles should be monitored for leaks and should receive regular preventative maintenance to reduce the chance of leakage
- Petroleum products should be stored in tightly sealed and clearly labeled containers...

K. If topsoil is to be stockpiled at the site, select a location so that it will not erode, block drainage, or interfere with work on site...
L. If topsoil is to be stockpiled at the site, select a location so that it will not erode, block drainage, or interfere with work on site...

Table with columns: STABILIZATION TYPE, PERMANENT SEEDING, DORMANT SEEDING, TEMPORARY SEEDING, SOODING, MULCHING. Rows: JAN., FEB., MAR., APR., MAY, JUNE, JULY, AUG., SEPT., OCT., NOV., DEC.

A. KENTUCKY BLUEGRASS 90 LBS/ACRE MIXED WITH PERENNIAL RYEGRASS 30 LBS/ACRE.
B. KENTUCKY BLUEGRASS 135 LBS/ACRE MIXED WITH PERENNIAL RYEGRASS 45 LBS/ACRE + STRAW MULCH 2 TONS/ACRE.
C. SPRING OATS 100 LBS/ACRE.
D. WHEAT OR CEREAL RYE 150 LBS/ACRE.
E. SOD.
F. STRAW MULCH 2 TONS/ACRE.

SOIL PROTECTION CHART

IRRIGATION NEEDED DURING JUNE AND JULY.
IRRIGATION NEEDED FOR 2 TO 3 WEEKS AFTER APPLYING SOD.

CONTRACTOR CERTIFICATION
I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT (ILR10) THAT AUTHORIZES THE STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.

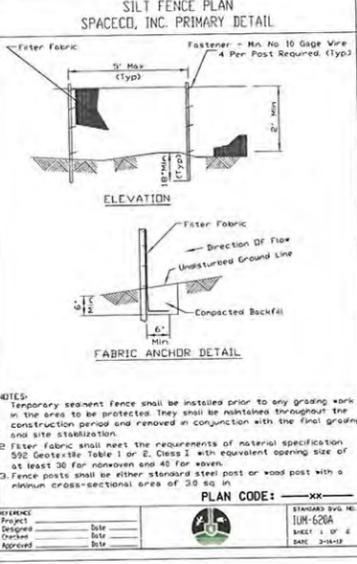
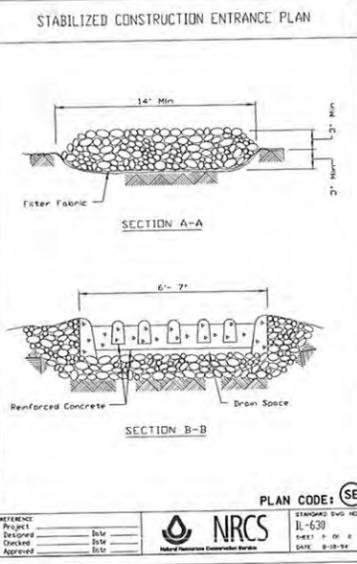
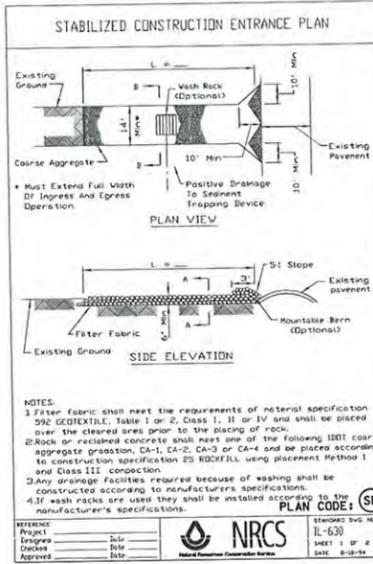
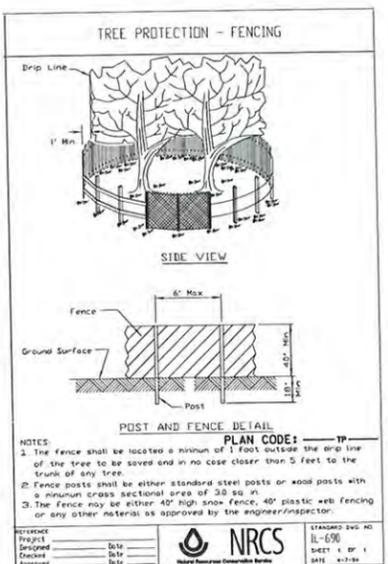
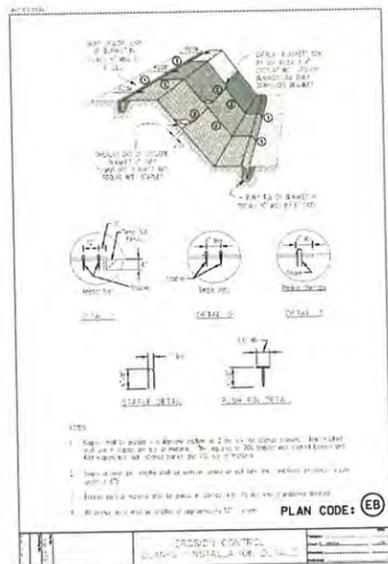
PROJECT: UPTOWN LA GRANGE
PERMIT #: DATE
CONTRACTOR SIGNATURE TELEPHONE NUMBER
PRINTED NAME & TITLE
NAME OF CONTRACTING FIRM
STREET ADDRESS
CITY, STATE, ZIP CODE
TRADE RESPONSIBILITIES:

OWNER SWPPP CERTIFICATION
PROJECT: UPTOWN LA GRANGE
PERMIT #: DATE
I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER AN DIRECTOR OR SUPERVISION IN ACCORDANCE WITH A SWPPP DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED, BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR WHOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

FILENAME: 7982SE01
DATE: 09/26/14
JOB NO. 7982
SHEET 18 OF 27

Vertical sidebar containing project name 'UPTOWN LA GRANGE IL', company logos for 'CONSULTING ENGINEERS', 'LAND SURVEYORS', 'SPRACO INC.', and contact information for '9525 W. Higgins Road, Suite 700, Rosemont, Illinois 60018'.

Handwritten text: 5-A.80



**Catch-All** is a manufactured inlet filtration device designed to significantly reduce the ingress of pollutants into stormwater systems, and therefore, improve water quality. Designs are available for a custom fit in virtually any drainage structure casting.

**Catch-All HR** is available to provide the added benefit of hydrocarbon removal.

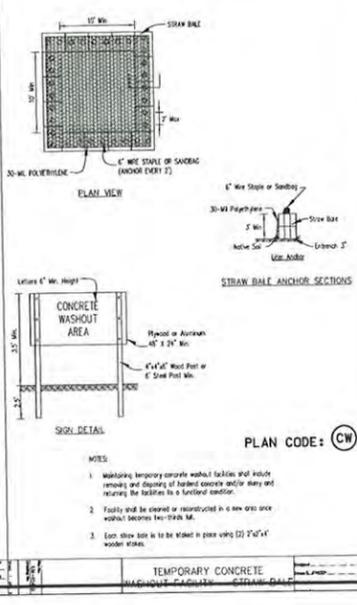
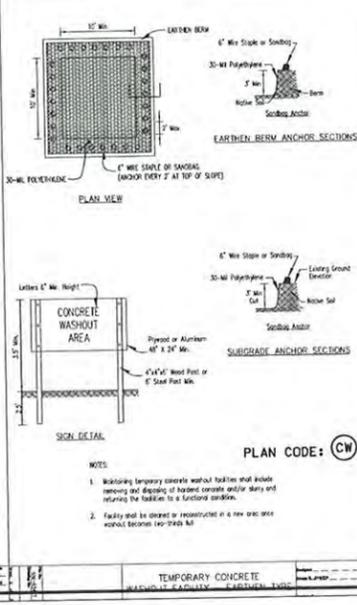
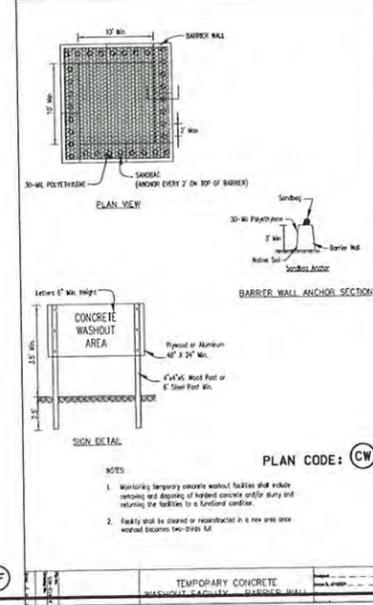
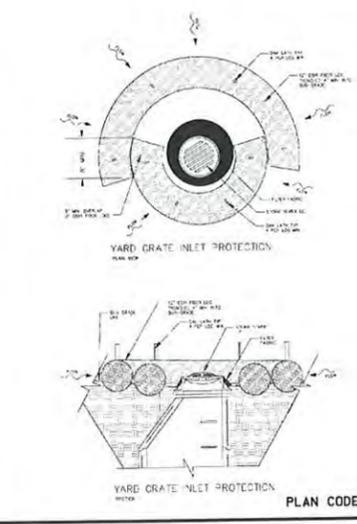
**Device Benefits:**

- Pollution Prevention
- Sediment Control
- Pollution Removal
- Hydrocarbons (Catch-All HR)
  - Total Suspended Solids
  - Phosphorus
  - Nitrogen
  - Heavy Metals
- As source of sediment control

**Applications:**

1. Site Developments & Highway Construction
  - Inlet Protection / Sediment Control
2. Precast BMP
  - Maintenance Yards
  - Wash Bays
  - Parking Lot & Garage
  - Airport - Taxiway, Cab Lane Stands, Rental Returns
  - Wash-Foot Food Drive-Ins
  - Reduce Maintenance of Underground Detection Systems
  - Reduce Maintenance of Underground Oil/Water Separators

**PLAN CODE: EF**



**SOIL EROSION AND SEDIMENT CONTROL PLAN**

**UPTOWN LA GRANGE**  
LA GRANGE, IL

CONSULTING ENGINEERS  
SITE DEVELOPMENT ENGINEERS  
LAND SURVEYORS

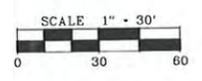
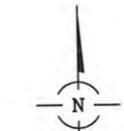
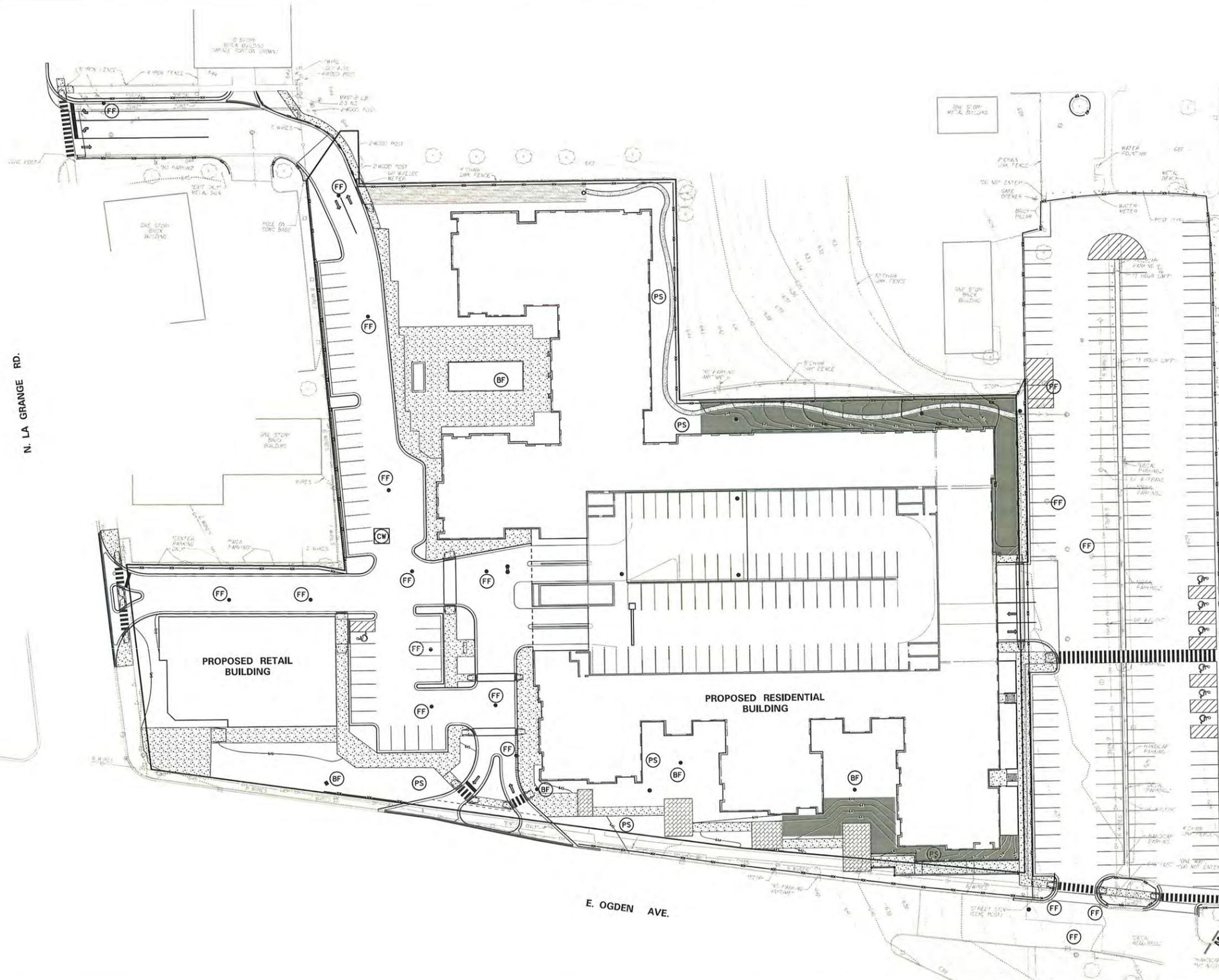
9275 W. Higgins Road, Suite 700  
Rosemont, Illinois 60018  
Phone: (847) 662-0060 Fax: (847) 676-6800

**SPACECO INC.**

FILENAME: 7982SE02  
DATE: 09/26/14  
JOB NO. 7982  
SHEET SE2 19 OF 27

NO.	DATE	REMARKS
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1	10/13/14	PER VILLAGE REVIEW

5-A-81



- SYMBOL LEGEND**
- SE STABILIZED CONSTRUCTION ENTRANCE LOCATION TO BE DETERMINED
  - SILT FENCE
  - CONSTRUCTION FENCE
  - TREE PROTECTION FENCE
  - FABRIC FILTER
  - BARRIER FILTER
  - PERMANENT SEEDING
  - CONCRETE WASHOUT
  - EROSION CONTROL BLANKET
- NOTES:**
1. ADD TREE PROTECTION AROUND ALL TREES NOT TO BE REMOVED DURING CONSTRUCTION.
  2. ALL DISTURBED PERVIOUS AREAS IN TO BE RESPRAYED WITH 6" TOPSOIL AND SEEDS.

NO.	DATE	REMARKS
2	10/21/14	PER PUBLIC WORKS MEETING
1	10/13/14	PER VILLAGE REVIEW

NO.	DATE	REMARKS

**SOIL EROSION CONTROL PLAN**

**UPTOWN LA GRANGE**  
LA GRANGE, IL

CONSULTING ENGINEERS  
 SITE DEVELOPMENT ENGINEERS  
 LAND SURVEYORS

9575 W. Higgins Road, Suite 202  
 Rosemont, IL 60018  
 Phone: (847) 876-6000 Fax: (847) 876-6042



FILENAME:  
7982SE03

DATE:  
09/26/14

JOB NO.  
7982

SHEET  
**SE3**  
20 OF 27

5-A.82

EARTHWORK NOTES

- 1. GENERAL
A. IT IS THE CONTRACTOR'S RESPONSIBILITY TO UNDERSTAND THE SOIL AND GROUNDWATER CONDITIONS AT THE SITE.
B. ANY QUANTITIES IN THE BID PROPOSAL ARE INTENDED AS A GUIDE FOR THE CONTRACTOR'S USE IN DETERMINING THE SCOPE OF THE PROJECT...

SIGNING AND PAVEMENT MARKING

- 1. ALL SIGNING AND PAVEMENT MARKING SHALL BE IN ACCORDANCE WITH THE ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)...
2. CONTRACTOR SHALL ESTABLISH LOCATION OF ALL SIGNS AND MARKINGS FOR APPROVAL BY THE OWNER PRIOR TO INSTALLATION...

PAVING NOTES

- 1. GENERAL
A. PAVING WORK INCLUDES FINAL SUBGRADE SHAPING, PREPARATION AND COMPACTION; PLACEMENT OF SUB-BASE OR BASE COURSE MATERIALS; BITUMINOUS BINDER AND/OR SURFACE COURSES; FORMING, FINISHING AND CURING CONCRETE PAVEMENT, CURBS AND WALKS; AND FINAL CLEAN-UP AND ALL RELATED WORK...

SUB-GRADE PREPARATION

- A. EARTHWORK FOR PROPOSED PAVEMENT SUBGRADE SHALL BE FINISHED TO WITHIN 0.1 FOOT, PLUS OR MINUS, OF PLAN ELEVATION...
B. PRIOR TO THE PLACEMENT OF THE BASE COURSE, THE SUBGRADE MUST BE PROOF ROLLED AND INSPECTED FOR UNSUITABLE MATERIALS AND/OR EXCESSIVE MOVEMENT...

CONCRETE WORK

- A. ALL EXTERIOR CONCRETE SHALL BE PORTLAND CEMENT CONCRETE CLASS 41 OR PV PER (ISSBRC) SECTION 400.04 WITH AIR ENTRAINMENT OF NOT LESS THAN FIVE (5%) OR MORE THAN FIGHT (8%) PERCENT...
B. CONCRETE IS CAUTIONED TO REFER TO THE CONSTRUCTION STANDARDS AND THE PAVEMENT CROSS-SECTION TO DETERMINE THE OUTLET FLAG THICKNESS AND THE AGGREGATE BASE COURSE THICKNESS...

TESTING AND FINAL ACCEPTANCE

- A. THE CONTRACTOR SHALL PROVIDE AS A MINIMUM, A FULLY LOADED SIX-WHEEL TANDUM AXLE TRUCK FOR PROOF ROLLING THE PAVEMENT TO BE TESTED...
B. ANY UNSUITABLE AREA ENCOUNTERED AS A RESULT OF PROOF ROLLING SHALL BE REMOVED AND REPLACED WITH SUITABLE MATERIAL...

SANITARY SEWER NOTES

- 1. GENERAL
A. SANITARY SEWER PIPE SHALL BE PVC (POLYVINYL CHLORIDE) PLASTIC PIPE WITH A STANDARD DIMENSION RATIO (SDR) OF 26 CONFORMING TO ASTM D-3034 WITH PUSH-ON JOINTS CONFORMING TO ASTM D-3212 AND PVC (POLYVINYL CHLORIDE) PLASTIC PIPE WITH A STANDARD DIMENSION RATIO (SDR) OF 21 CONFORMING TO ASTM D-2241 WITH PUSH-ON JOINTS...
B. SANITARY SEWER PIPE 18" AND LARGER, WHERE NOTED ON THE PLANS, OR WHERE THE ILEPA MINIMUM SEPARATION CANNOT BE MAINTAINED, SHALL BE ONE OF THE FOLLOWING...

STORM SEWER NOTES

- 1. GENERAL
A. ALL STORM SEWER PIPE SHALL BE PER WHO GENERAL NOTES ON SHEET 5 D PLAN SET.
B. "HAND-SEAL" OR SIMILAR FLEXIBLE TYPE COUPLINGS SHALL BE USED WHEN JOINING SEWER PIPES OF DISSIMILAR MATERIALS...

STORM SEWER NOTES

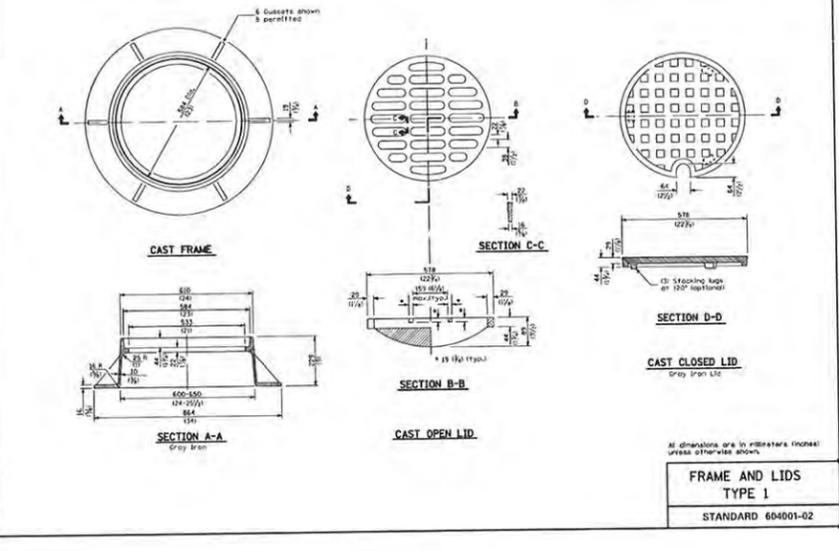
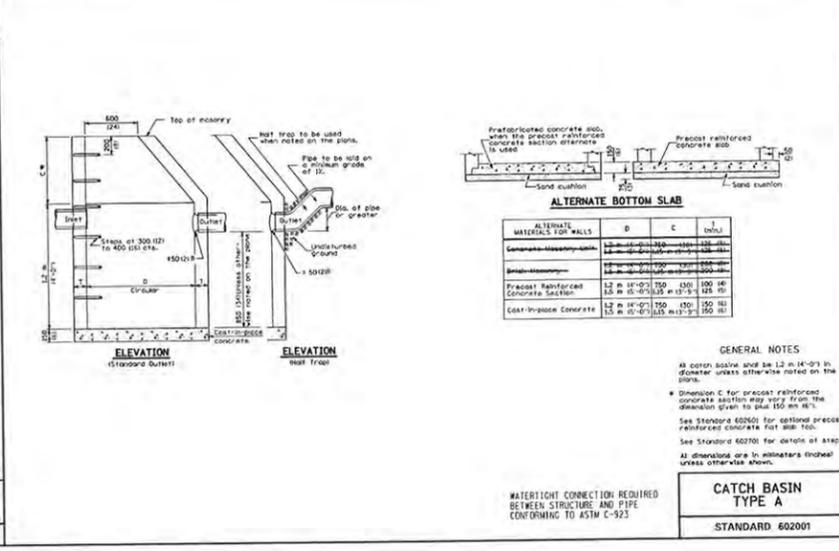
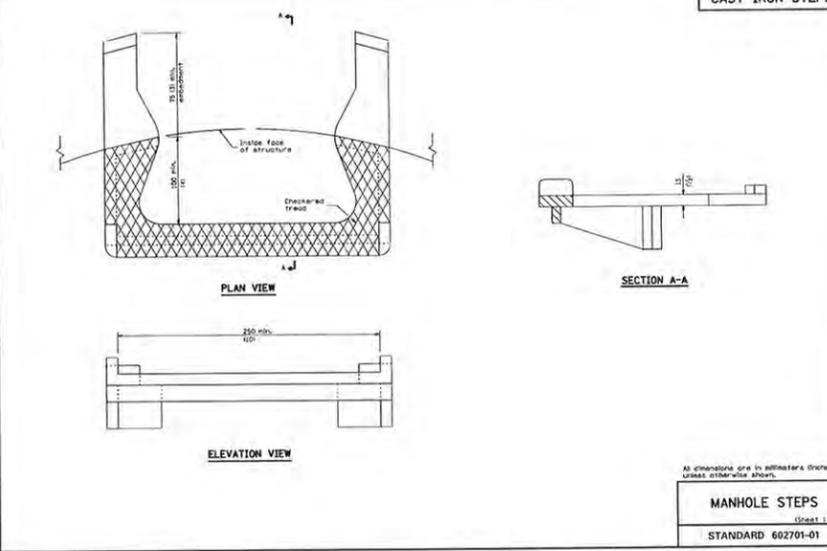
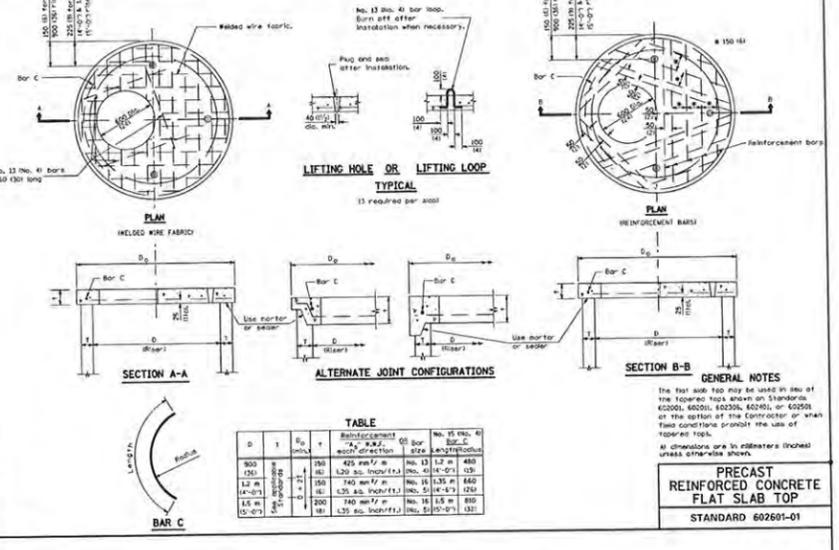
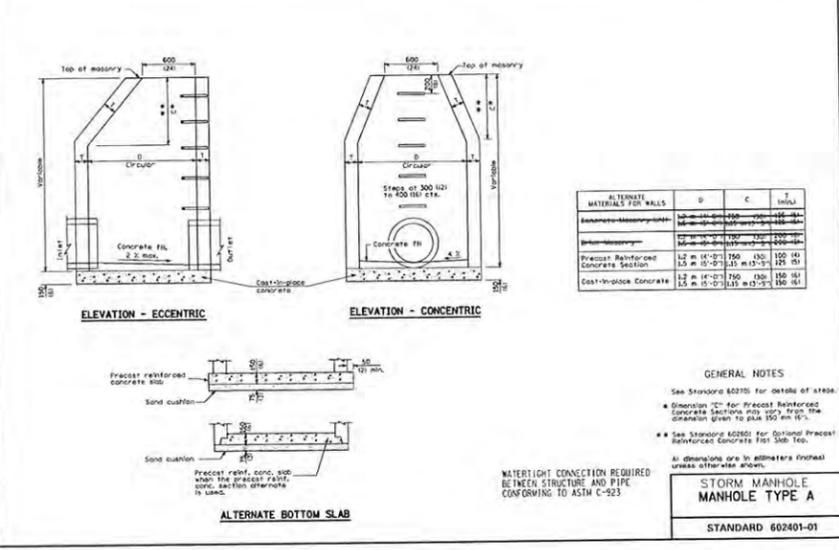
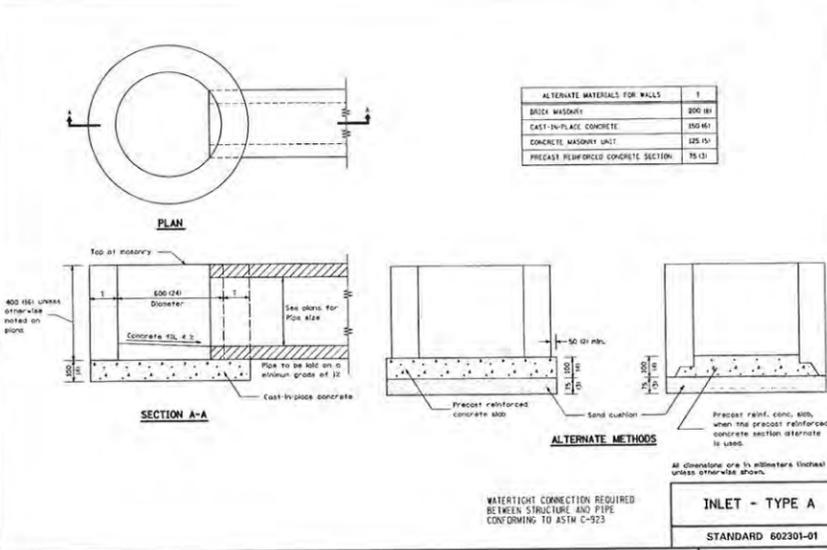
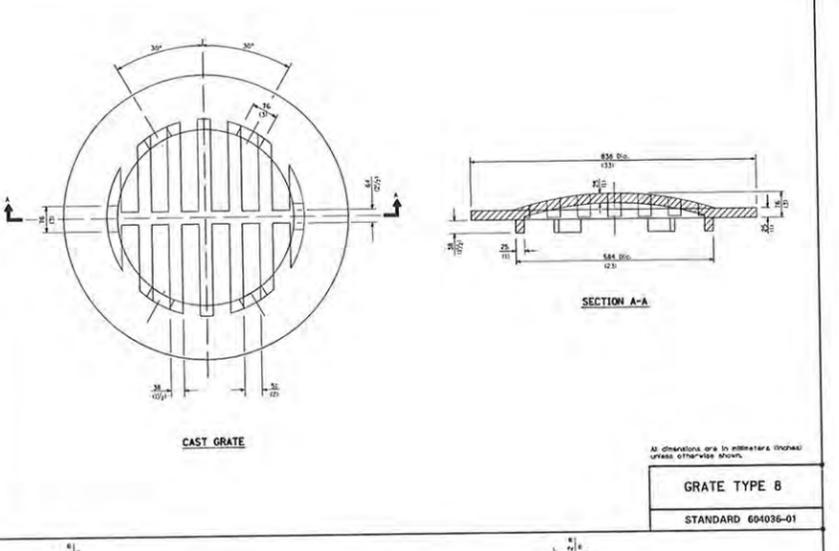
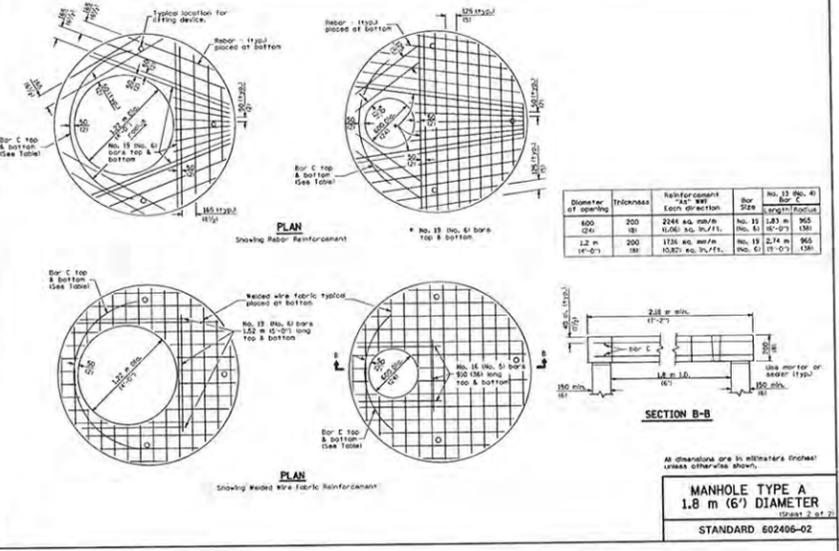
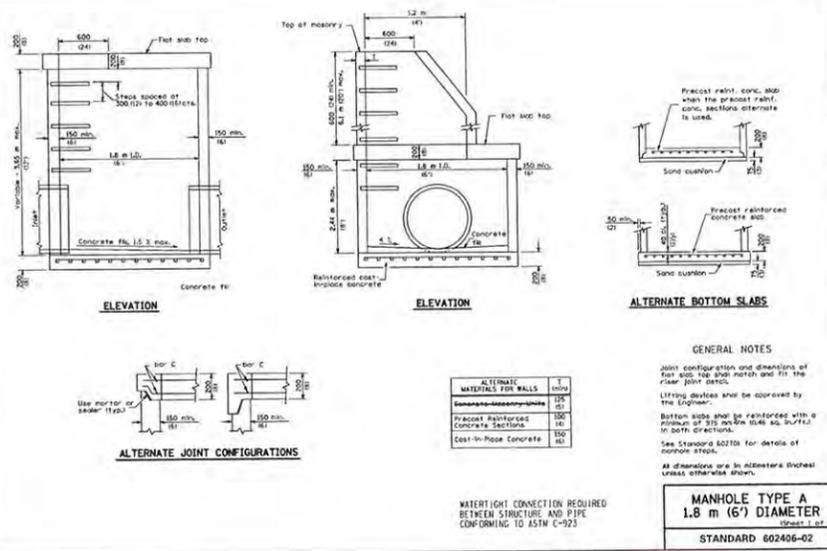
- 2. BEDDING:
A. ALL STORM SEWERS SHALL BE INSTALLED ON A TYPE A GRANULAR BEDDING, 1/4" TO 3/4" IN SIZE (C&S-13) WITH A MINIMUM THICKNESS EQUAL TO 1/4 THE OUTSIDE DIAMETER OF THE SEWER PIPE BUT NOT LESS THAN 4".
3. STRUCTURES:
A. MANHOLE, CATCH BASIN AND INLET BOTTOMS SHALL BE PRECAST CONCRETE SECTIONAL UNITS OR MONOLITHIC CONCRETE. MANHOLES AND CATCH BASINS SHALL BE A MINIMUM 4' IN DIAMETER UNLESS OTHERWISE SPECIFIED ON THE PLANS...

WATERMAIN NOTES

- 1. PIPE MATERIALS:
A. WATERMANS ON SERVICES 3" OR LARGER IN DIAMETER SHALL BE CONSTRUCTED OF BITUMINOUS COATED, CEMENT LINING DUCTILE IRON PIPE, CLASS 52, CONFORMING TO ANSI A-21.50 (AWWA C150) AND ANSI A-21.51 (AWWA C151)...
2. FITTINGS:
A. ALL FITTINGS SHALL BE CAST-IRON, WITH MECHANICAL JOINTS AND "MEDICAL" RETAINER GLANDS, AND CEMENT LINED PER ANSI A21.4.
3. WATER SERVICES:
A. WATER SERVICE PIPE, 2" IN DIAMETER OR SMALLER, SHALL BE TYPE K COPPER WATER TUBING, CONFORMING TO ASTM B-88 AND B-251...

Vertical sidebar containing project information: UPTOWN LA GRANGE IL, LA GRANGE IL, SPECIFICATIONS, CONSULTING ENGINEERS, SITE DEVELOPERS, DATE: 09/26/14, SHEET 21 OF 27.

Handwritten note: 5-A.83



NO.	DATE	REMARKS
2	10/21/14	PER PUBLIC WORKS MEETING

**DETAIL 1**

**UPTOWN LA GRANGE**  
LA GRANGE, IL

**CONSULTING ENGINEERS**  
**SITE DEVELOPMENT ENGINEERS**  
**LAND SURVEYORS**

9575 W. Higgins Road, Suite 700  
Rosemont, Illinois 60018  
Phone: (847) 674-6060 Fax: (847) 674-4063

**SPACECO INC.**

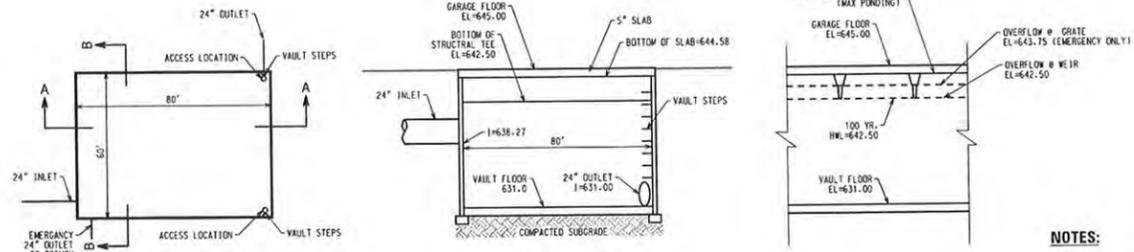
FILENAME:  
7982DET01.dgn

DATE:  
09/26/14

JOB NO.  
7982

SHEET  
**D1**  
22 OF 27

5-A.84



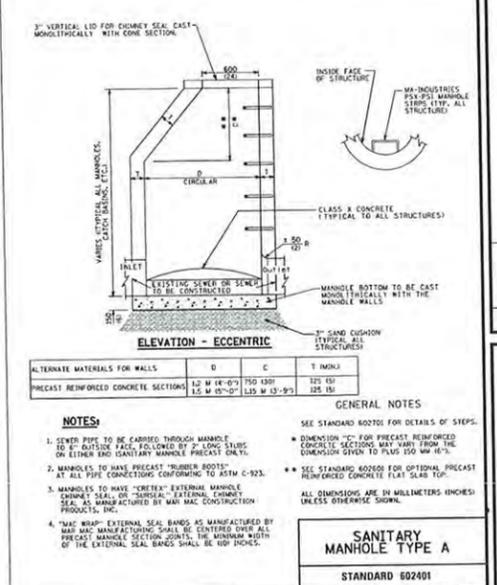
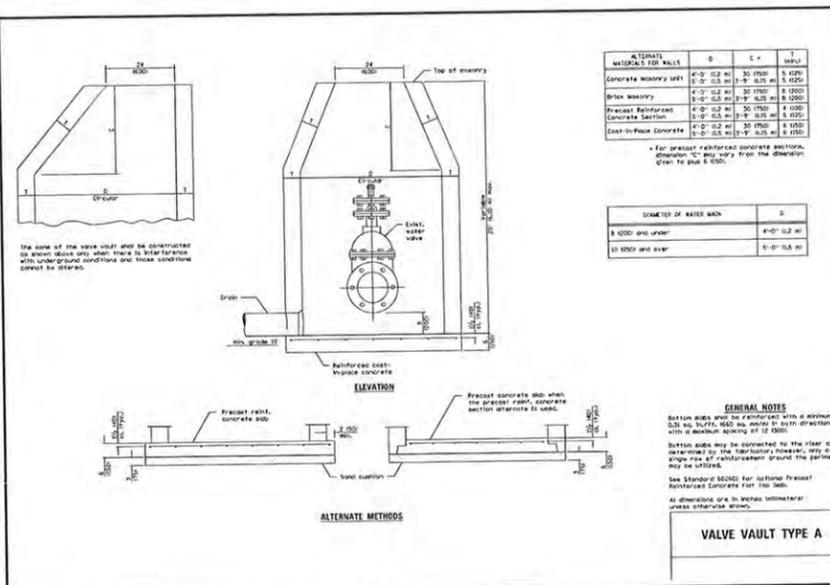
PLAN

THRU A - A

THRU B - B

**STORMWATER VAULT SECTION SCHEMATIC**  
N.T.S.

- NOTES:**
- SEE UTILITY PLAN (UTS) FOR LOCATION OF VAULT
  - DRAWING IS FOR VOLUME PURPOSES ONLY. DESIGN OF VAULT BY FOUNDATION ENGINEER. PROVIDE DRAWING TO CIVIL ENGINEER FOR VOLUME CONFORMANCE.
  - VAULT TO BE WATERTIGHT.
  - VAULT TO BE REQUIRED SEPARATION FROM ANY WALL OF BUILDING STRUCTURE. SEPARATION TO BE DETERMINE IN COORDINATION WITH BUILDING ARCHITECT, STRUCTURAL DESIGNER, AND GEOTECHNICAL ENGINEER.
  - FOUNDATION PLANS TO INCLUDE VENTING FROM VAULT.
  - ORIENT ACCESS LOCATIONS TO BE ABLE TO ACCESS VAULT STEPS.
  - RESILIENT WATERTIGHT CONNECTION REQUIRED BETWEEN STRUCTURE AND PIPES PER ASTM C-923.



NO.	DATE	REMARKS
2	10/21/14	PER PUBLIC WORKS MEETING
1	10/13/14	PER VILLAGE REVIEW

**DETAIL 2**  
**UPTOWN LA GRANGE**  
**LA GRANGE, IL**

**CONSULTING ENGINEERS**  
**SITE DEVELOPMENT ENGINEERS**  
**LAND SURVEYORS**



FILENAME:  
7982DE T02.dgn  
DATE:  
09/26/14  
JOB NO.  
7982  
SHEET  
**D2**  
23 OF 27

**Series TF-1**  
**Tidflex® Check Valve**

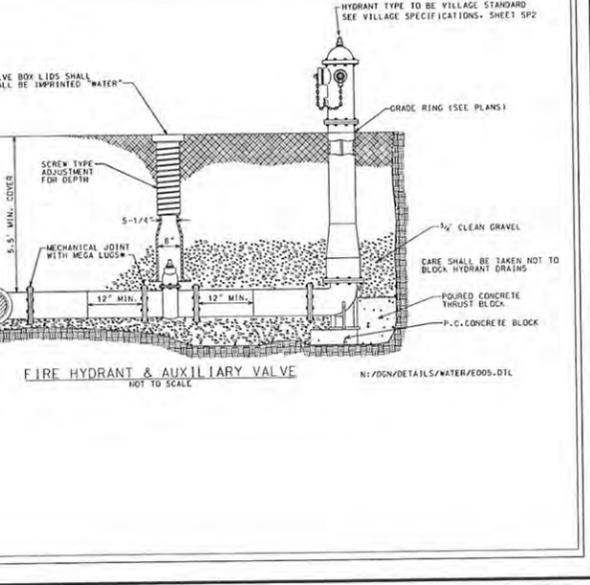
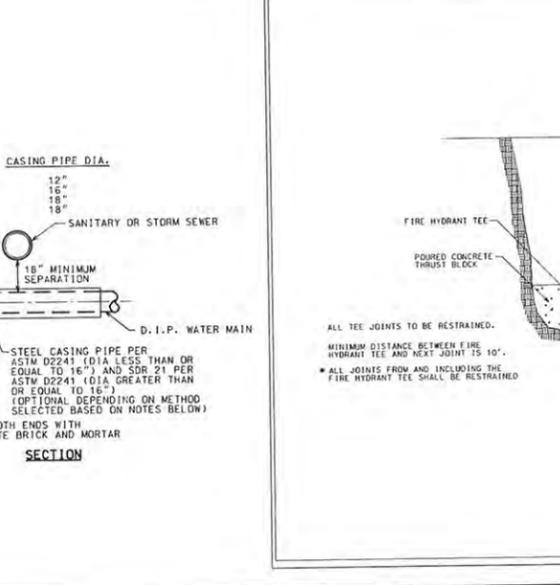
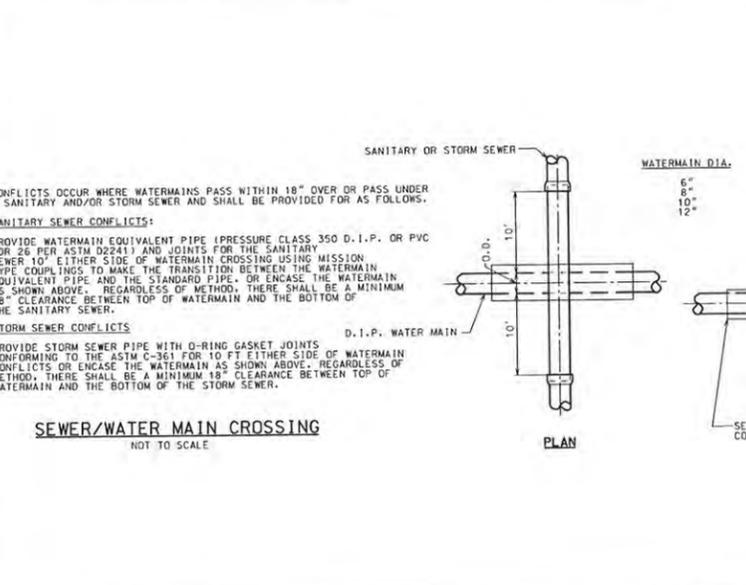
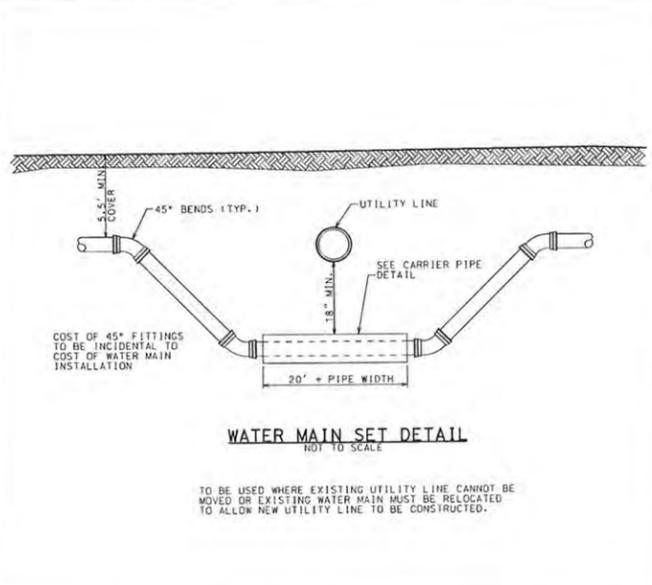
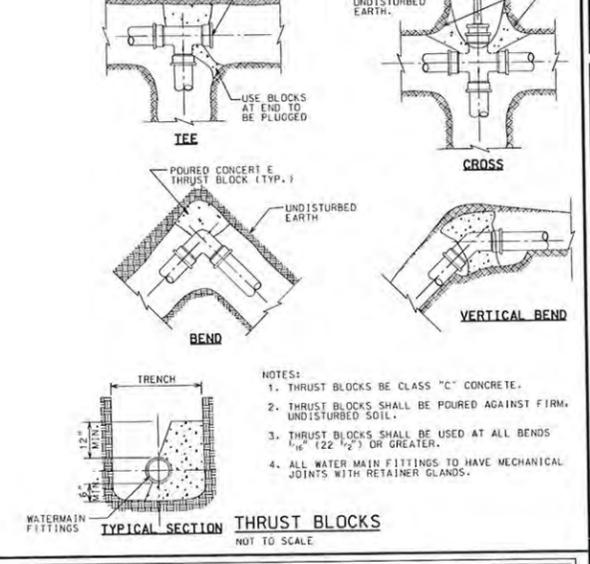
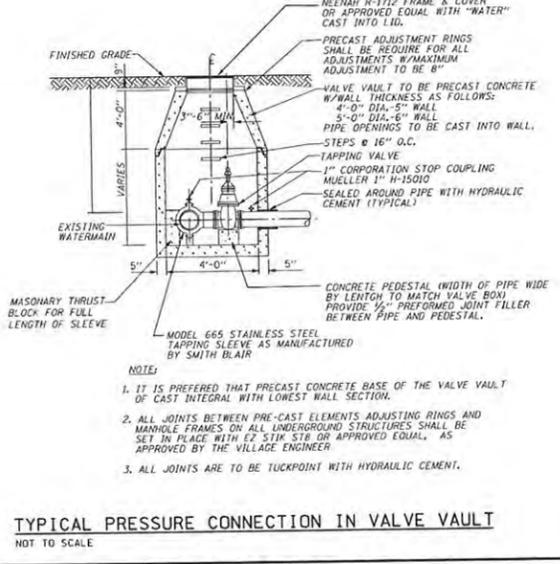
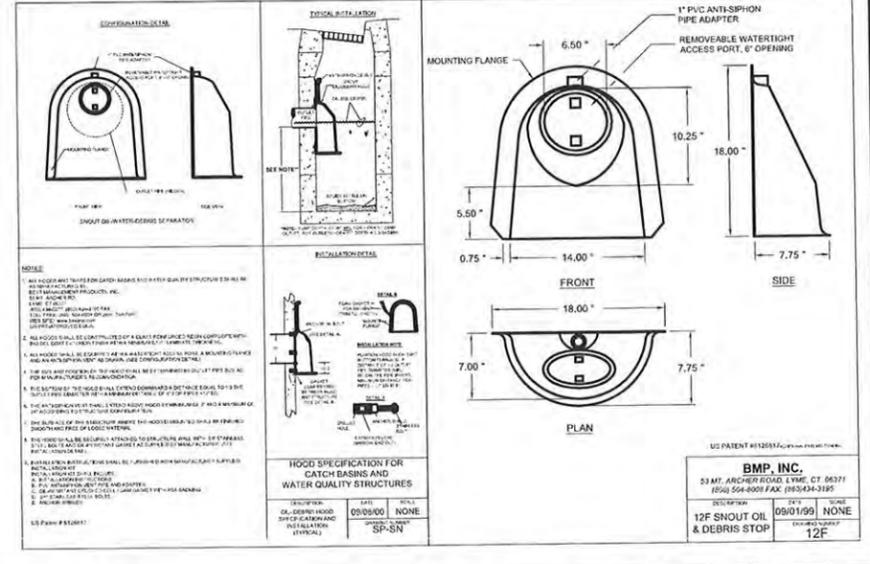
**Features & Benefits**

- Metal free materials
- Lightweight, all-weather design
- Seal assisted extruded seals
- Cost-effective, maintenance-free design

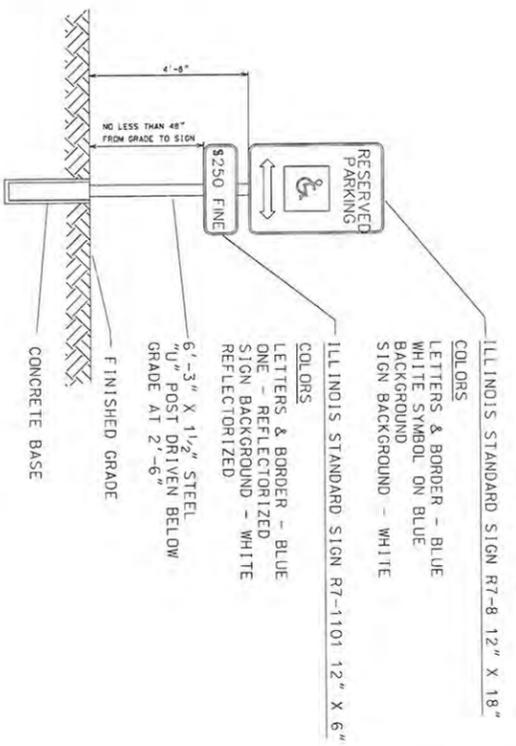
**Materials of Construction**

- Elements available in: Polypropylene, Neoprene, Hypalon, Chlorobutyl, Buna-N, Viton, and EPDM

Line Size	Series TF-1				
4"	11.8"	11.8"	11.8"	11.8"	11.8"
6"	13.8"	13.8"	13.8"	13.8"	13.8"
8"	15.8"	15.8"	15.8"	15.8"	15.8"
10"	17.8"	17.8"	17.8"	17.8"	17.8"
12"	19.8"	19.8"	19.8"	19.8"	19.8"
14"	21.8"	21.8"	21.8"	21.8"	21.8"
16"	23.8"	23.8"	23.8"	23.8"	23.8"
18"	25.8"	25.8"	25.8"	25.8"	25.8"
20"	27.8"	27.8"	27.8"	27.8"	27.8"
24"	33.8"	33.8"	33.8"	33.8"	33.8"
30"	41.8"	41.8"	41.8"	41.8"	41.8"
36"	49.8"	49.8"	49.8"	49.8"	49.8"
42"	57.8"	57.8"	57.8"	57.8"	57.8"
48"	65.8"	65.8"	65.8"	65.8"	65.8"
54"	73.8"	73.8"	73.8"	73.8"	73.8"
60"	81.8"	81.8"	81.8"	81.8"	81.8"

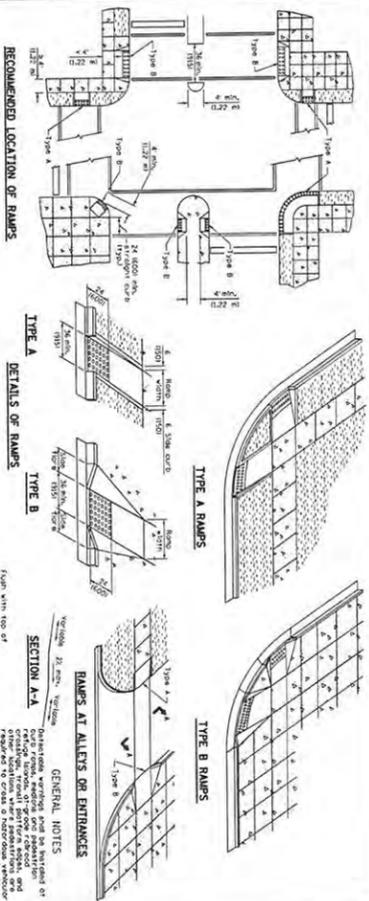
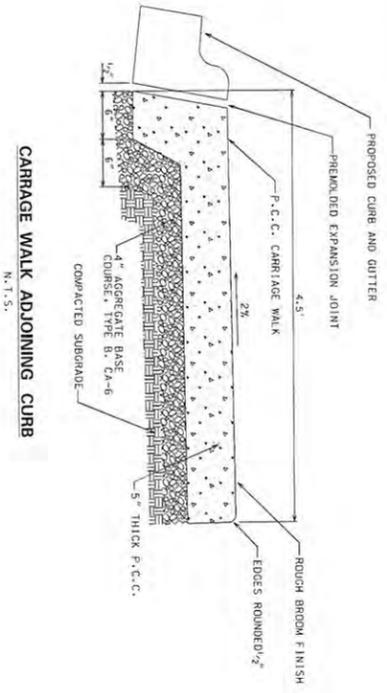
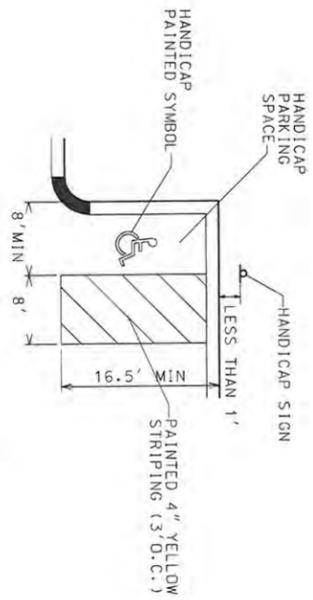


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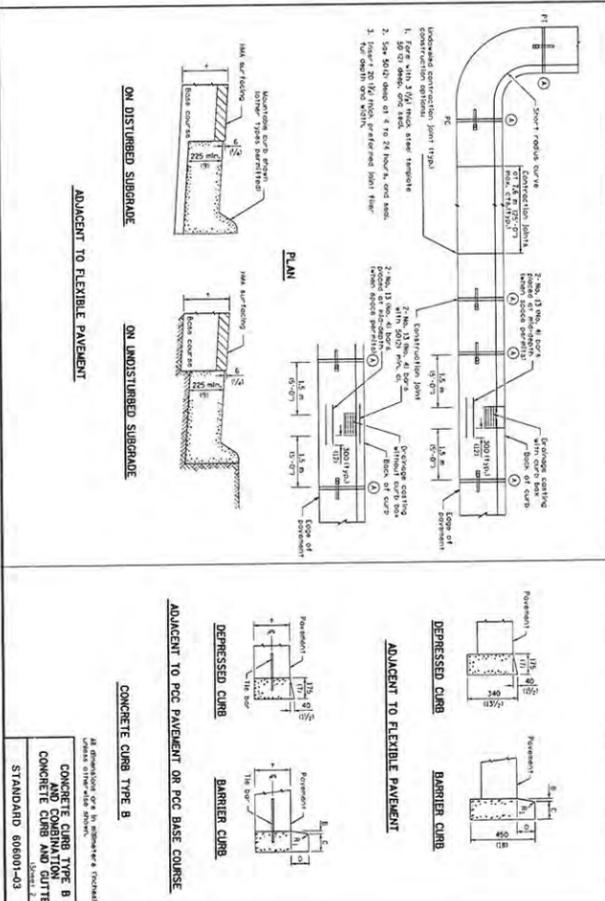


ACCESSIBLE PARKING SIGN DETAIL  
NOT TO SCALE

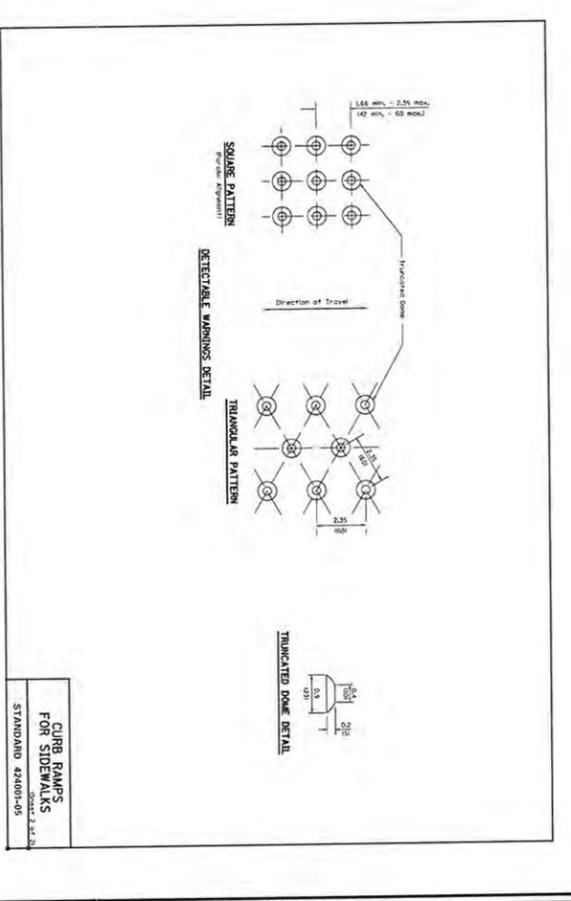
ACCESSIBLE PARKING DETAIL  
NOT TO SCALE



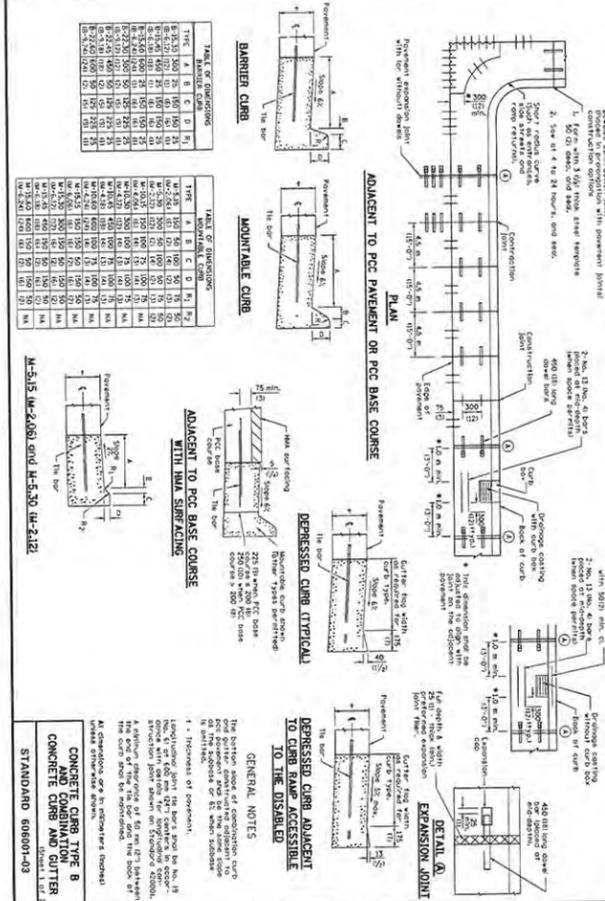
CURB RAMPS FOR SIDEWALKS  
STANDARD 606001-05



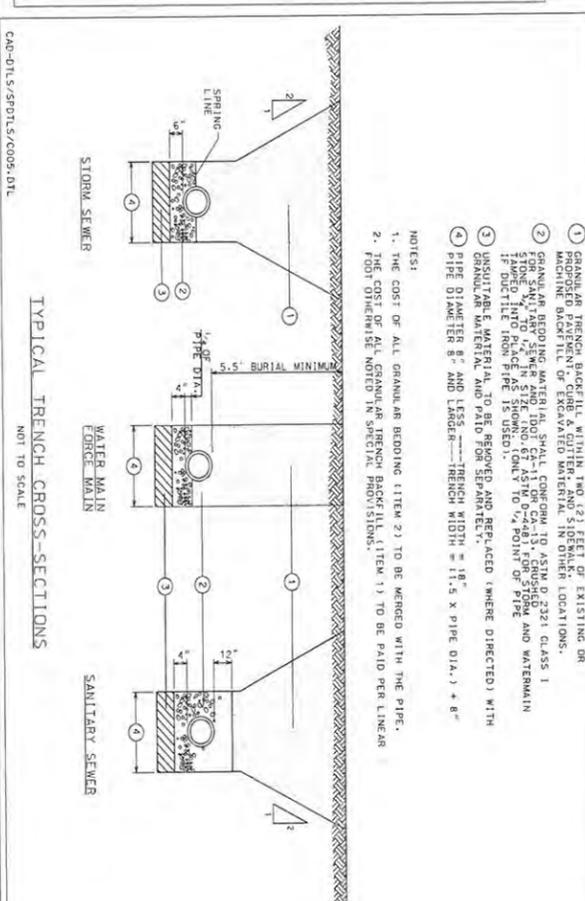
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CONCRETE CURB AND GUTTER  
STANDARD 606001-03



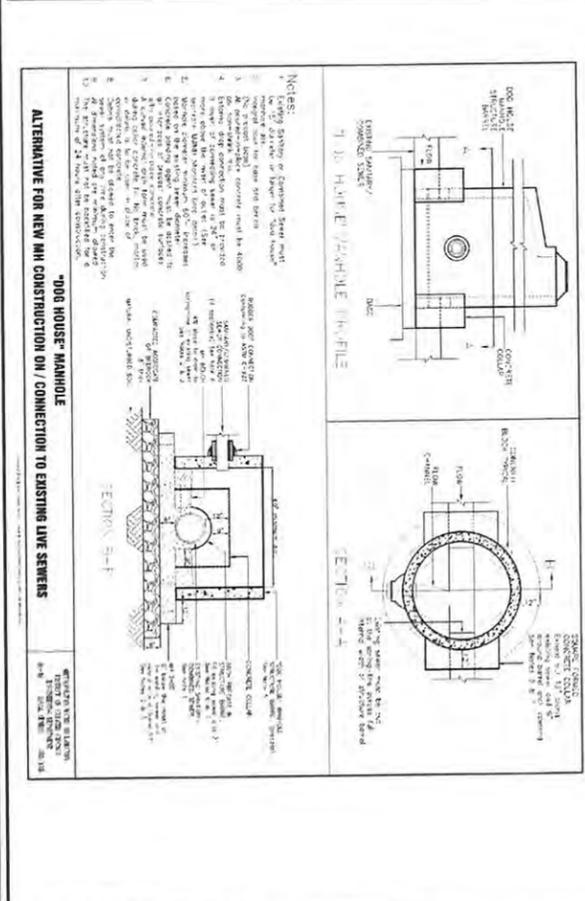
CURB RAMPS FOR SIDEWALKS  
STANDARD 606001-05



CONCRETE CURB TYPE B  
CONCRETE CURB AND GUTTER  
STANDARD 606001-03

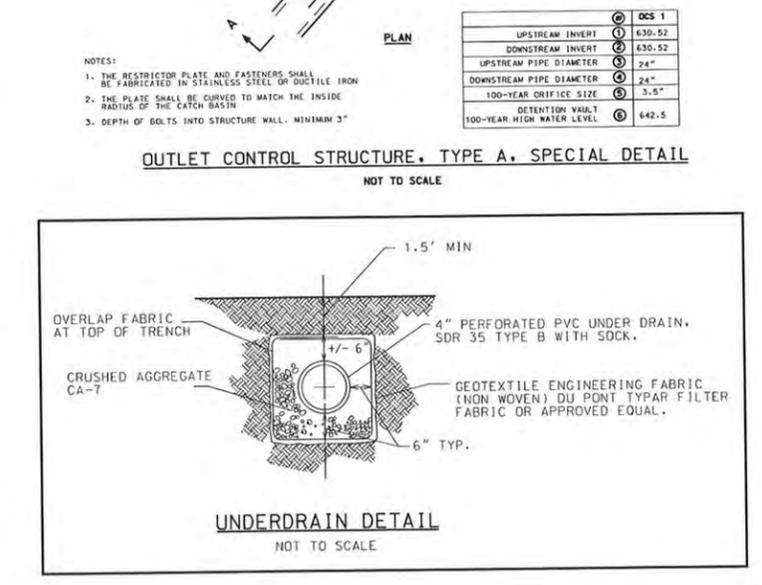
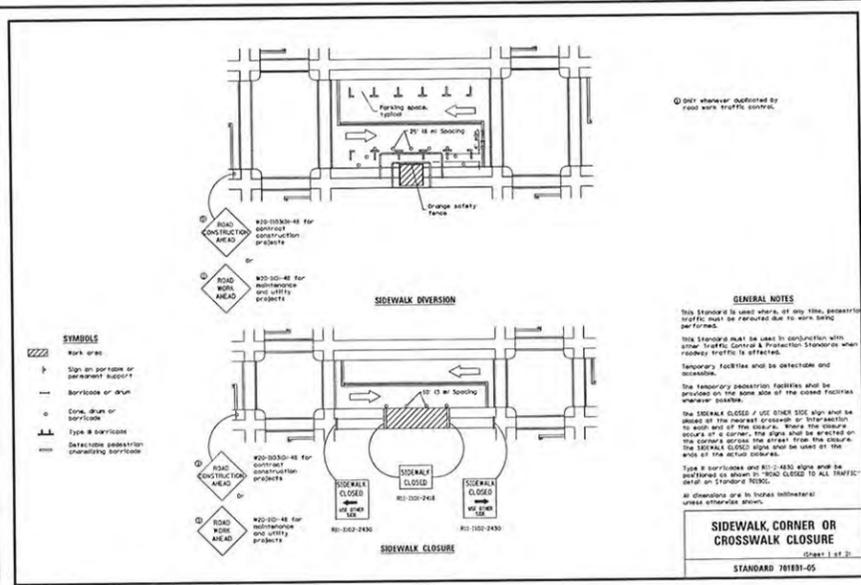
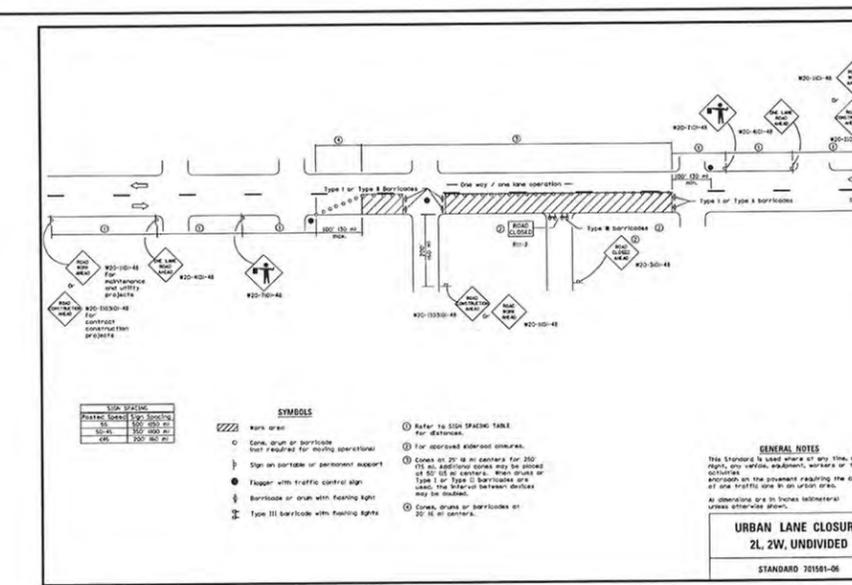
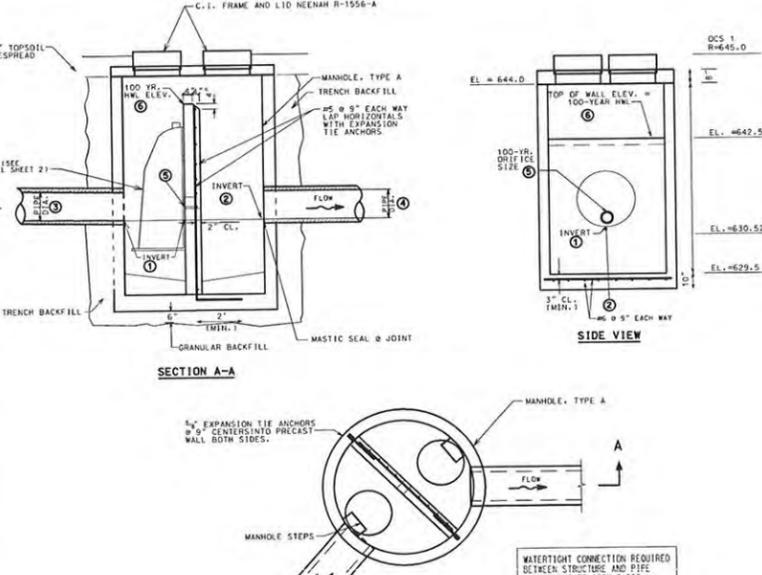
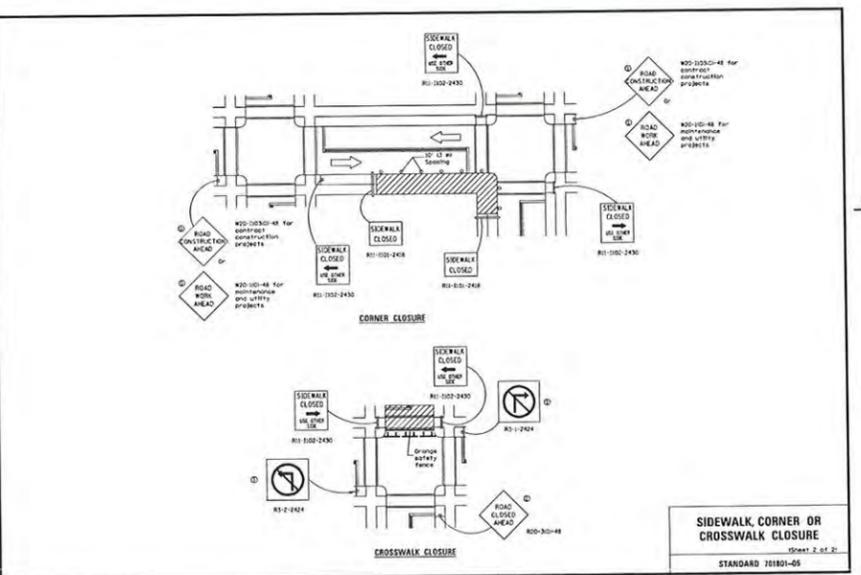
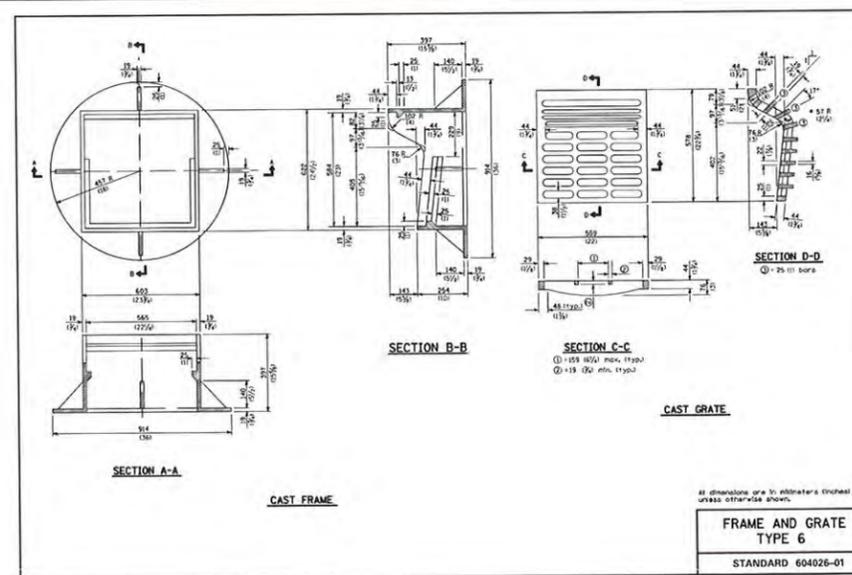
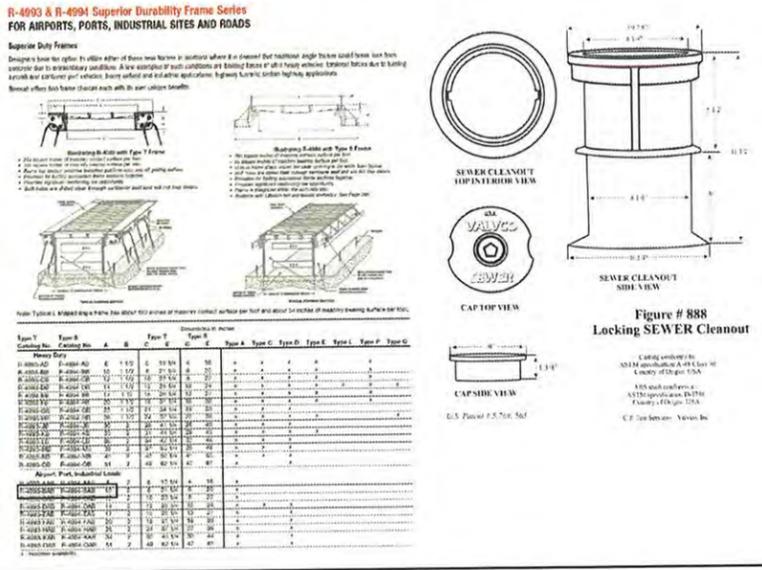
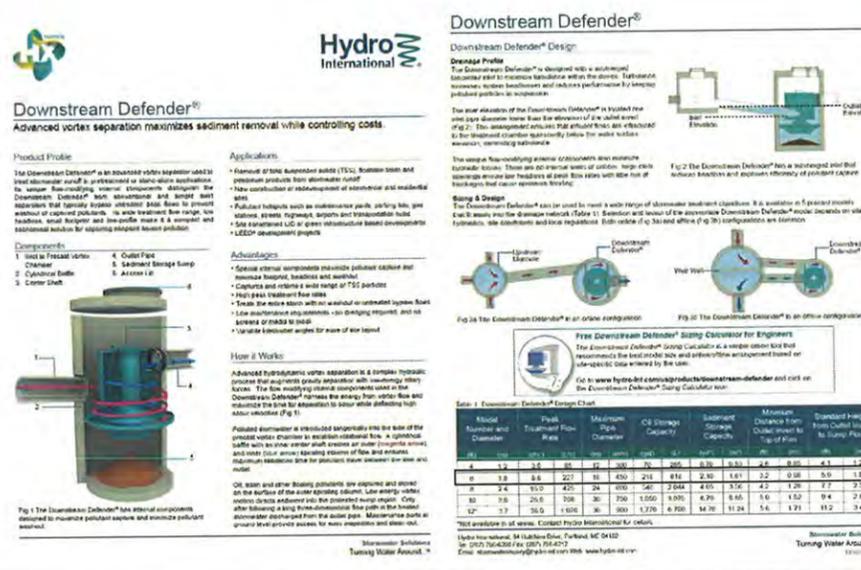
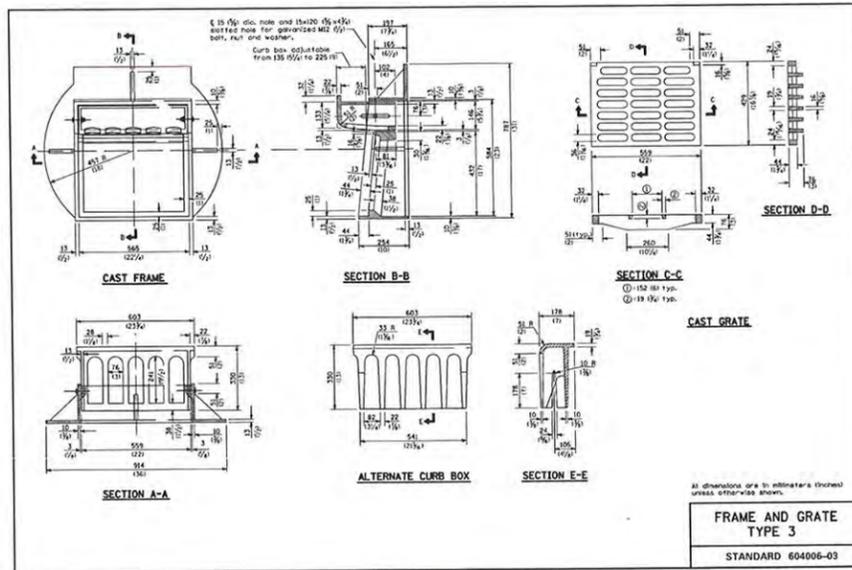


TYPICAL TRENCH CROSS-SECTIONS  
NOT TO SCALE



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5-A, 86



NO.	DATE	REMARKS
1	10/15/14	PER VILLAGE REVIEW
2	10/21/14	PER PUBLIC WORKS MEETING

**DETAIL 4**

**UPTOWN LA GRANGE LA GRANGE, IL**

CONSULTING ENGINEERS  
SITE DEVELOPMENT ENGINEERS  
LAND SURVEYORS

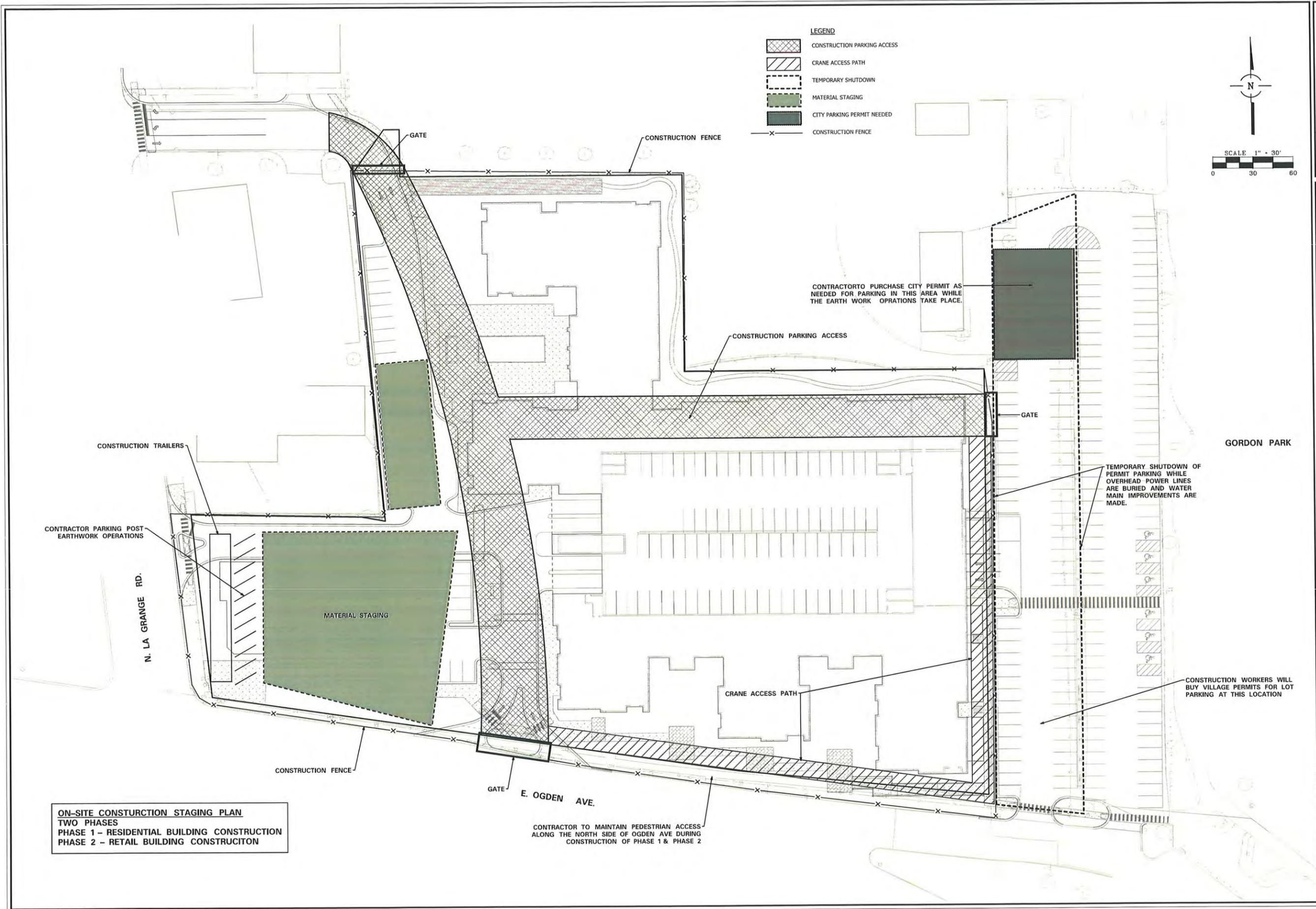
9575 W. Higgins Road, Suite 700  
Rosemont, Illinois 60018  
Phone: (847) 676-4666 Fax: (847) 676-4665

SPACECO INC.

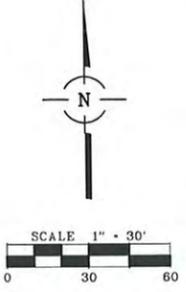
FILENAME: 7982DET04.dgn  
DATE: 09/26/14  
JOB NO. 7982  
SHEET D4  
25 OF 27

5-A.87





- LEGEND**
- CONSTRUCTION PARKING ACCESS
  - CRANE ACCESS PATH
  - TEMPORARY SHUTDOWN
  - MATERIAL STAGING
  - CITY PARKING PERMIT NEEDED
  - CONSTRUCTION FENCE



**ON-SITE CONSTRUCTION STAGING PLAN**  
 TWO PHASES  
 PHASE 1 - RESIDENTIAL BUILDING CONSTRUCTION  
 PHASE 2 - RETAIL BUILDING CONSTRUCTION

CONTRACTOR TO MAINTAIN PEDESTRIAN ACCESS  
 ALONG THE NORTH SIDE OF OGDEN AVE DURING  
 CONSTRUCTION OF PHASE 1 & PHASE 2

CONTRACTOR TO PURCHASE CITY PERMIT AS  
 NEEDED FOR PARKING IN THIS AREA WHILE  
 THE EARTH WORK OPERATIONS TAKE PLACE.

TEMPORARY SHUTDOWN OF  
 PERMIT PARKING WHILE  
 OVERHEAD POWER LINES  
 ARE BURIED AND WATER  
 MAIN IMPROVEMENTS ARE  
 MADE.

CONSTRUCTION WORKERS WILL  
 BUY VILLAGE PERMITS FOR LOT  
 PARKING AT THIS LOCATION

<b>CONSTRUCTION STAGING PLAN</b>  <b>UPTOWN LA GRANGE</b> LA GRANGE, IL	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;">NO.</td> <td style="width: 40%;">DATE</td> <td style="width: 50%;">REMARKS</td> </tr> <tr> <td style="text-align: center;">2</td> <td>10/21/14</td> <td>PER PUBLIC WORKS MEETING</td> </tr> <tr> <td style="text-align: center;">1</td> <td>10/13/14</td> <td>PER VILLAGE REVIEW</td> </tr> </table>	NO.	DATE	REMARKS	2	10/21/14	PER PUBLIC WORKS MEETING	1	10/13/14	PER VILLAGE REVIEW
NO.	DATE	REMARKS								
2	10/21/14	PER PUBLIC WORKS MEETING								
1	10/13/14	PER VILLAGE REVIEW								
 <b>SPACECO INC.</b> CONSULTING ENGINEERS SITE DEVELOPMENT ENGINEERS LAND SURVEYORS <small>9575 W. Higgins Road, Suite 700          Rosemont, Illinois 60018          Phone: (847) 676-4100 Fax: (847) 676-6063</small>										
FILENAME: 7982PH01										
DATE: 09/26/14										
JOB NO. 7982										
SHEET <b>CS</b>										
27 OF 27										

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**REVISIONS**

7	Removed unit arch & Retail lot	9-30-14
6	Site plan revisions	8-26-14
5	Shrub/Plant entrance	7-7-14
4	Client review comments	6-30-14
3	Village review comments	6-27-14
2	Client review comments	6-18-14
1	Client review comments	5-7-14

**Uptown La Grange**  
La Grange, Illinois

**IRG Ives/Ryan Group, Inc.**  
324 N. EISENHOWER LANE  
LOMBARD, IL 60148  
PHONE: 630.717.0726

Landscape Architecture  
Park & Recreation Design  
Site & Community Planning  
www.ivesryangroup.com

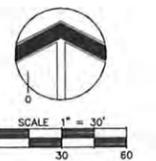
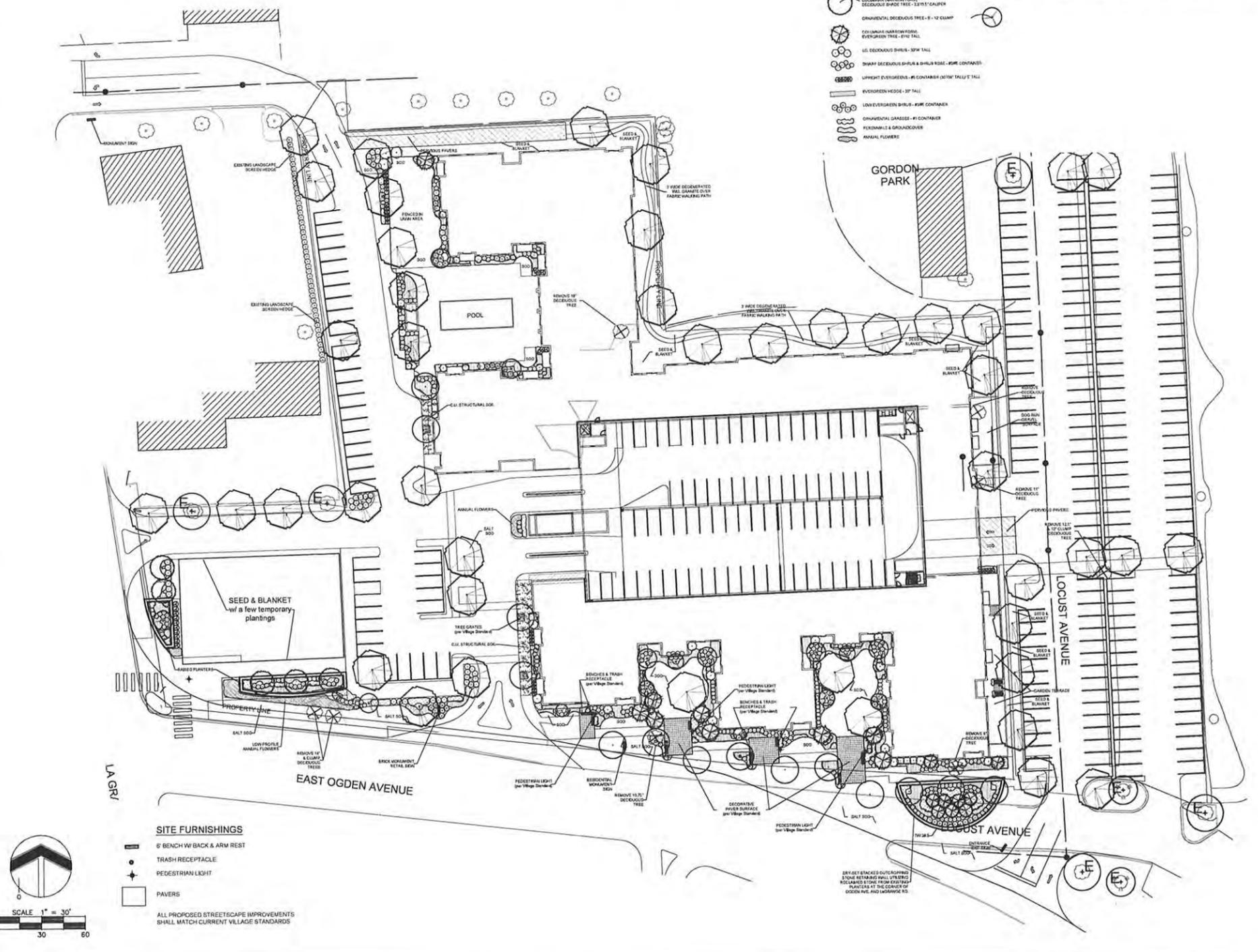
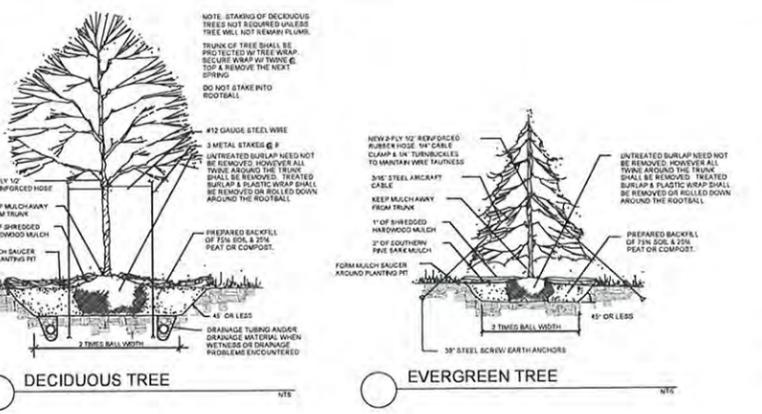
**PRELIMINARY LANDSCAPE PLAN PHASE 1**

PROJECT NO.:	JOB NO.:
L914	8617A
DATE: 5-6-14	SHEET
SCALE: 1"=30'	L-1
PLANNER: JMR	
DRAWN BY: RM	
CHECKED:	

**REPRESENTATIVE PLANT LIST**  
The following is a general listing of quality plant material from which final plant species assignments may be selected.

NATIVE	BOTANICAL NAME	COMMON NAME
<b>DECIDUOUS SHADE TREES</b>		
N	Acer freemanii (cultivar) 1	Freeman Maple
N	Acer nyctelabium	Night Maple
N	Acer glabrum	Smooth Maple
N	Acer saccharum	Sugar Maple
N	Acer x 'Emmentree'	Emmentree Maple
N	Asterias glabra	Ohio Buckeye (Not as a Street Tree)
N	Calypso speciosa	Northern Catalpa
N	Calycis occidentalis	Hackberry
N	Olethia l. thermis (cultivar) 2	Honeylocust (thornless varieties)
N	Gymnocladus dioica 'Espresso'	Espresso Kentucky Coffeetree (Seedless)
N	Quercus alba	White Oak
N	Quercus bicolor	Swamp White Oak
N	Quercus 'Stuebel'	Swamp White Oak
N	Quercus imbricaria	Single Oak
N	Quercus macrocarpa	Bar Oak
N	Quercus x schuettli	Swamp Bar Oak
N	Quercus rubra	Red Oak
N	Taxodium distichum	Baldcypress
N	Taxodium x 'Mickelson'	Shawnee Baldcypress
N	Ulmus (hybrid) 3	Elm (Hybrid)
<b>FOOTNOTES:</b>		
1	Freeman Maple cultivars include 'Autumn Blaze', 'Mame', 'Celebration' and 'Armstrong'.	
2	Honeylocust cultivars include 'Cayenne', 'Halo', and 'Shademaster'.	
3	Elm hybrids include 'Frontier', 'Hemstead', 'Regal' and 'Patriot'.	
<b>DECIDUOUS ORNAMENTAL TREES</b>		
N	Abies nigra	Spotted Alder
N	Amelanchier (specie) 5	Servicberry
N	Betula nigra	River Birch
N	Betula p. 'Whisper'	Whisper Birch
N	Cercis canadensis	Eastern Redbud
N	Crataegus crugata 'Harris'	Thornless Cockspur Hawthorn
N	Heptacodium miconoides	Seven-son Flower
N	Magnolia 'Butterflies'	Butterfly Magnolia
N	Magnolia L. 'Jane'	Jane Magnolia
N	Mobax (cultivar) 6	Crabapple
N	Ostrya virginiana	Honeywood
N	Populus tremuloides	Quaking Aspen
N	Rhus typhina	Cockspur Thorn
N	Syringa reticulata	Japanese Tree Lilac
N	Syringa pekinensis	Peking Lilac
N	Viburnum opulifolium	Blackhaw Viburnum
<b>FOOTNOTES:</b>		
5	Servicberry species include canadensis, grandiflora and laevis.	
6	Crabapple selections include 'Golden Raindrops', 'Donald Wymen', 'Prairie Fire', 'Red Jewel', and 'Sugarbowl'.	
<b>EVERGREEN TREES</b>		
N	Picea abies	Norway Spruce (Large spaces only)
N	Picea canadensis	Colorado Spruce
N	Picea p. 'Fastigata'	Colorado Spruce
N	Picea glauca 'Dorset'	Black Hills Spruce
N	Picea flexilis	Limber Pine
N	Picea canadensis 'Pyramis'	Vanderwolf's Pyramis Limber Pine
N	Picea nigra	Austrian Pine
N	Picea strobus	Eastern White Pine
<b>LARGE DECIDUOUS SHRUBS</b>		
N	Cornus racemosa	Gray Dogwood
N	Corylus americana	American Filbert
N	Cornaster acedifolia	Pawing Cornus
N	Hamelis vernalis	Vernal Witchhazel
N	Hamelis virginiana	Common Witchhazel
N	Ribes c. 'Marine'	Blue Satin Rose of Sharon
N	Hydrangea a. 'Albino'	Incrediball Hydrangea
N	Hydrangea p. 'Diva Purple'	Purple Wreath Hydrangea
N	Hydrangea p. 'Limelight'	Limelight Hydrangea
N	Hydrangea p. 'Tardiva'	Tardiva Hydrangea
N	Ribes alpinum	Alpine Currant
N	Syringa p. 'Miss Kim'	Miss Kim Dwarf Lilac
N	Syringa p. 'Pender'	Blooming Purple Lilac
N	Viburnum dentatum	Arrowwood Viburnum
N	Viburnum x. 'Cayuga'	Cayuga Viburnum
N	Viburnum prunifolium	Blackhaw Viburnum
N	Weigela f. 'Alexandra'	Wine & Roses Weigela
<b>DWARF DECIDUOUS SHRUBS</b>		
N	Clethra a. 'Ruby Spice'	Ruby Spice Summersweet
N	Diervilla s. 'Butterfly'	Southern Bush-honeysuckle
N	Hibiscus s. 'Antiang Two'	Lil Kim Hibiscus
N	Hydrangea a. 'Annabelle'	Annabelle Hydrangea
N	Hydrangea p. 'Windy'	Invincible Spirit Hydrangea
N	Hydrangea p. 'Jane'	Little Lime Hydrangea
N	Physocarpus p. 'Dona Mar'	Little Devil Ninebark
N	Rhus a. 'Glow-Low'	Glow-Low Sumac
N	Rhus l. 'Ballinger'	Tiger Eyes Cudgel Staghorn Sumac
N	Ribes a. 'Green Mount'	Green Mount Alpine Currant
N	Rosa (various hybrids) 7	Shrub Rose Hybrids
N	Spiraea b. 'Top'	Bicolor Spirea
N	Spiraea l. 'Magic Carpet'	Magic Carpet Spirea
N	Spiraea l. 'Goldflame'	Goldflame Spirea
N	Weigela s. 'Dark Horse'	Dark Horse Weigela
<b>FOOTNOTES:</b>		
7	Shrub Rose selections include 'Carefree Sunshine', 'Carefree Wonder', 'Knockout', 'Double Knockout', 'Nearly Wild', 'Electric Blanket', 'Purple Pavement Rugosa' and 'Wild Spice Rugosa'.	
<b>BROADLEAF/EVERGREEN SHRUBS</b>		
N	Buxus 'Wilson'	Northern Charm Littleleaf Boxwood
N	Euonymus f. 'Emerald Gaiety'	Emerald Gaiety Wintercreeper
N	Euonymus f. 'Regent'	Bigleaf Wintercreeper
N	Juniperus chinensis (cultivar) 8	Chinese Juniper
N	Juniperus horizontalis (cultivar) 9	Creeping Juniper
N	Picea s. 'Elegans'	Elegans Dwarf Norway Spruce
N	Picea p. 'Montgomery'	Montgomery Dwarf Colorado Spruce
N	Picea m. 'Stromme'	Dwarf Blue Spruce
N	Taxus media (cultivar) 10	Anglo-Jap Yew
N	Thuja s. 'Smaragd'	Emerald Green Arborvitae
N	Thuja o. 'Tectivy'	Mission Arborvitae
<b>FOOTNOTES:</b>		
8	Chinese Juniper cultivars include 'Daub's Frostee', 'Kalle's Compact', 'saxifidii', 'Gold Lace' and 'Sea Green'.	
9	Creeping Juniper cultivars include 'Hughes', 'Plumosa Compacta' and 'Procurator'.	
10	Anglo-Jap Yew cultivars include 'Dormifera' and 'Hicksii'.	
<b>ORNAMENTAL GRASS</b>		
N	Calamagrostis a. 'Karl Foerster'	Father Reed Grass
N	Carex m. 'Ice Dance'	Ice Dance Sedge
N	Miscanthus floridulus	Ornamental Silver Grass
N	Molinia caerulea 'Variegata'	Variegated Moor Grass
N	Panicum virgatum (cultivar) 11	Switch Grass
N	Schizanthus scoparium (cultivar) 12	Little Bluestem
N	Sesleria autumnalis	Autumn Moor Grass
N	Sorghastrum n. 'Indian Steel'	Blue Indian Grass
N	Sporobolus heterolepis	Prairie Dropseed
<b>FOOTNOTES:</b>		
11	'Heavy Metal', 'Northwind', 'Prairie Fire', 'Robbin'Black' and 'Shamooah'.	
12	'Mistake!', 'Crown' and 'Blazing Dragon'.	
<b>PERENNIALS &amp; GROUNDCOVERS</b>		
N	Achillea (cultivar)	Yarrow
N	Alchemilla mollis	Lady's Mantle
N	Allium cernuum	Nodding Onion
N	Anemone dioica	Queen's Lace
N	Aster n. 'Purple Dome'	Purple Dome New England Aster
N	Begonia v. 'Twinkle'	Twinkle Primrose
N	Begonia 'Snowflake'	Snowflake Primrose
N	Echinacea purpurea (cultivar)	Coneflower
N	Erigeron x 'Coraline'	Pinkhead Wildcreeper
N	Eupatorium rugosum	Sweet Joe-Pye Weed
N	Geranium (cultivar)	Geranium
N	Helianthus (cultivar)	False Sunflower
N	Hemerocallis (cultivar)	Day Lily
N	Hibiscus (cultivar)	Hibiscus
N	Hosta (cultivar)	Plantain Lily
N	Iris siberica (cultivar)	Siberian Iris
N	Liatris (cultivar)	Gaylussacia
N	Nepeta r. 'Walker's Low'	Walker's Low Catmint
N	Parthenocissus quinquefolia	Virginia Creeper
N	Pendemonium (cultivar)	Beardtongue
N	Perovskia atriplicifolia (cultivar)	Russian Sage
N	Phlox (hybrid)	Phlox
N	Rudbeckia 'Goldsturm'	Black-eyed Susan
N	Rudbeckia n. 'Herbstsonne'	Autumn Sun Coneflower
N	Sedum 'Autumn Fire'	Autumn Fire Stonecrop
N	Sedum 'Invergruenich'	Evergreen Stonecrop
N	Sedum s. 'Ballers Dots'	Baller's Gold Stonecrop
N	Sedum s. 'Fuldglocke'	Fuld's Glow Stonecrop
N	Sedum s. 'Goldbug'	Red Carpet Stonecrop
N	Solidago (cultivar)	Goldenrod
N	Stachys b. 'Big Ears'	Lamb's Ear
N	Stachys n. 'Thymus'	Alpine Balm
N	Thymus p. 'Coccineus'	Creeping Thyme
N	Vinca minor	Periwinkle

**GENERAL NOTES**  
Plant material shall be nursery grown and be either balled and burl-wrapped or container grown. Sizes and spreads on plant list represent minimum requirements.  
Size & grading standards of plant material shall conform to the latest edition of ANSI Z606.1 AMERICAN STANDARD OF NURSERY STOCK, by the American Nursery & Landscape Association.  
Grading shall provide slopes which are smooth and continuous. Positive drainage shall be provided in all areas.  
Quantity lists are supplied as a convenience. However, the contractor shall verify all quantities. The drawings shall take precedence over the lists.  
All plant species specified are subject to availability. Material shortages in the landscape industry may require substitutions. All substitutions must be approved by the Village, Landscape Architect and Owner.  
Contractor shall verify location of all underground utilities prior to digging. For location outside the City of Chicago call U.L.I.E. (Joint Utility Location for Excavations) 1-800-892-0123.  
Contractor shall report any discrepancies in the field to the Landscape Architect and/or Owner.  
All perennial ornamental grass, groundcover and annual beds shall be top dressed with a minimum of three inches (3") of mulchwood compost. The top dressing shall be worked into the soil to a minimum depth of nine inches (9") by the use of a cultivating mechanism. Upon completion perennials & ornamental grasses shall be mulched with an additional two inch (2") layer of mulchwood compost.  
All other planting beds and tree saucers shall be mulched with a minimum of three inches (3") of mulchwood compost, with the exception of evergreen trees which shall receive one inch (1") of shredded hardwood mulch over two inches (2") of southern pine bark.  
All bed lines and tree saucers shall require a hand spaced edge between lawn and mulched areas.  
Soil shall be mineral base only.  
Seed mixes shall be applied mechanically so that the seed is incorporated into the top one-half inch (1/2") of the seed bed. The seed shall then be covered with the specified blanket (installed per manufacturer's specs) or hydro-mulch.



5-A.90

REVISIONS	
1	Client review comments
2	Client review comments
3	Client review comments
4	Client review comments
5	Client review comments
6	Site plan revisions

# Uptown La Grange

La Grange, Illinois

**IRG** Ives/Ryan Group, Inc.  
 324 N. EISENHOWER LANE  
 LOMBARD, IL 60148  
 PHONE: 630.717.0726

Landscape Architecture  
 Park & Recreation Design  
 Site & Community Planning  
 www.ivesryangroup.com

## PRELIMINARY LANDSCAPE PLAN PHASE 1

PROJECT NO.	L914	JOB NO.	8617A
DATE	5-6-14	SHEET	L-1
SCALE	1"=30'	PLANNER	JMR
DRAWN BY	RM	CHECKED	

### REPRESENTATIVE PLANT LIST

The following is a general listing of quality plant material from which final plant species assignments may be selected.

NATIVE	BOTANICAL NAME	COMMON NAME
N	DECIDUOUS SHADE TREES	
N	Acer fraxinifolium (cultivar) 1	Freeman Maple
N	Acer myriophyllum	State Street Myrtle Maple
N	Acer n. 'Green Cabinet'	Green Cabinet Black Maple
N	Acer saccharum	Sugar Maple
N	Acer s. 'Embourvill'	Colburn Sugar Maple
N	Aesculus glabra	Ohio Buckeye (Not as a Street Tree)
N	Catalpa speciosa	Northern Catalpa
N	Castilleja occidentalis	Castilleja
N	Olethia l. variegata (cultivar) 2	Honeylocust (Horseshoe varieties)
N	Ostrya virginiana	Spice Honeylocust
N	Quercus bicolor	White Oak
N	Quercus macrocarpa	Swamp White Oak
N	Quercus rubra	Red Oak
N	Taxodium distichum	Bald Cypress
N	Taxodium s. 'Mickleton'	Shawnee Brave Baldcypress
N	Ulmus (hybrids) 3	Elm (hybrids)

**FOOTNOTES:**  
 1. Freeman Maple cultivars include 'Autumn Blaze', 'Marble', 'Celebration' and 'Armstrong'.  
 2. Honeylocust cultivars include 'Stylian', 'Halls', and 'Shawnee'.  
 3. Elm hybrids include 'Frontier', 'Homestead', 'Rogee' and 'Patriot'.

NATIVE	BOTANICAL NAME	COMMON NAME
N	DECIDUOUS ORNAMENTAL TREES	
N	Abies balsamea	Speckled Alder
N	Artemisia (species) 5	Serviceberry
N	Betula nigra	River Birch
N	Betula p. 'Whitespire'	Whitespire Birch
N	Cercis canadensis	Eastern Redbud
N	Cornus canadensis	Common Spicebush
N	Heptacodium miconioides	Sevenoak Flower
N	Magnolia 'Butterfly'	Butterfly Magnolia
N	Magnolia l. 'Jane'	Jane Magnolia
N	Malus (cultivar) 6	Crabapple
N	Dystrya virginiana	Quaking Aspen
N	Populus tremuloides	Sloughum Sumac
N	Rhus typhina	Japanese Tree Lilac
N	Syringa reticulata	Peking Lilac
N	Syringa p. 'Pinkie'	Blackhaw Viburnum
N	Viburnum prunifolium	

**FOOTNOTES:**  
 5. Serviceberry species include canadensis, grandiflora and laevis.  
 6. Crabapple selections include 'Golden Raindrops', 'Donald Wymen', 'Prairie Fire', 'Red Jewel', and 'SugarTyme'.

NATIVE	BOTANICAL NAME	COMMON NAME
N	EVERGREEN TREES	
N	Picea abies	Norway Spruce (Large spaces only)
N	Picea pungens	Colorado Spruce
N	Picea p. 'Fastigiata'	Columnar Colorado Spruce
N	Picea canadensis	Black Hills Spruce
N	Pinus strobus	Eastern White Pine
N	Pinus s. 'Pyramidalis'	Pyramidal White Pine
N	Pinus s. 'Austriaca'	Austrian Pine

NATIVE	BOTANICAL NAME	COMMON NAME
N	LARGE DECIDUOUS SHRUBS	
N	Cornus racemosa	Gray Dogwood
N	Corylus americana	American Filbert
N	Cotoneaster acutifolia	Peking Cotoneaster
N	Hamelis vernalis	Vernal Witchhazel
N	Hamelis virginiana	Common Witchhazel
N	Hibiscus s. 'Marina'	Blue Satin Rose of Sharon
N	Hydrangea s. 'Annabelle'	Annabelle Hydrangea
N	Hydrangea s. 'Endless Summer'	Endless Summer Hydrangea
N	Hydrangea s. 'Limelight'	Limelight Hydrangea
N	Hydrangea s. 'Tardiva'	Tardiva Hydrangea
N	Ribes alpinum	Alpine Currant
N	Syringa p. 'Miss Kim'	Miss Kim Dwarf Lilac
N	Syringa s. 'Pamela'	Bloomerang Purple Lilac
N	Viburnum dentatum	Arrowwood Viburnum
N	Viburnum x. 'Cayuga'	Cayuga Viburnum
N	Viburnum prunifolium	Blackhaw Viburnum
N	Weigela f. 'Alexandra'	Wine & Roses Weigela

NATIVE	BOTANICAL NAME	COMMON NAME
N	DWARF DECIDUOUS SHRUBS	
N	Clethra s. 'Ruby Spice'	Ruby Spice Summerweet
N	Diervilla s. 'Butterfly'	Southern Bush-Honeysuckle
N	Hibiscus s. 'Amazing Two'	Li Ken Hibiscus
N	Hydrangea s. 'Annabelle'	Annabelle Hydrangea
N	Hydrangea s. 'MOONLIGHT'	MOONLIGHT Hydrangea
N	Hydrangea s. 'Jane'	Little Lime Hydrangea
N	Physocarpus s. 'Doris Max'	Little Devil Ninebark
N	Rhus s. 'Gro-Low'	Gro-Low Sumac
N	Rhus t. 'Balliger'	Tiger Eyes Cudeaf Sloughum Sumac
N	Ribes s. 'Green Mound'	Green Mound Alpine Currant
N	Rosa (rosagold hybrids) 7	Shrub Rose Hybrids
N	Spiraea s. 'Tor'	Binchol Spruce
N	Spiraea s. 'Magic Carpet'	Magic Carpet Spiraea
N	Spiraea s. 'Goldflame'	Goldflame Spiraea
N	Weigela s. 'Dark Horse'	Dark Horse Weigela

**FOOTNOTES:**  
 7. Shrub Rose selections include 'Carefree Sunshine', 'Carefree Wonder', 'Knockout', 'Double Knockout', 'Hearty Wink', 'Electric Blanket', 'Purple Pavement Rugosa' and 'Wild Spice Rugosa'.

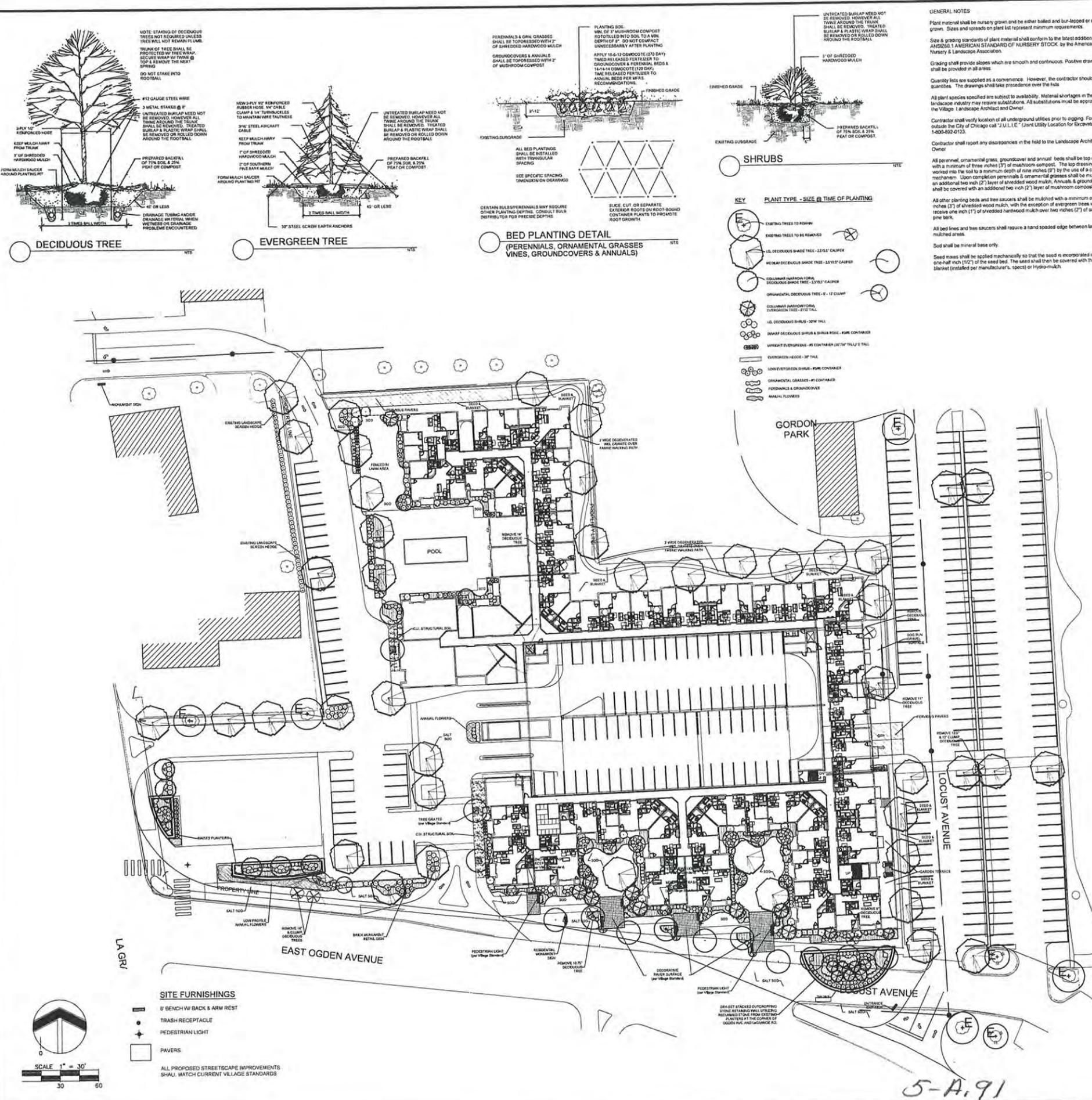
NATIVE	BOTANICAL NAME	COMMON NAME
N	BROADLEAF/EVERGREEN SHRUBS	
N	Buxus 'Wilson'	Northern Charm Littleleaf Boxwood
N	Euonymus s. 'Emerald Gaiety'	Emerald Gaiety Wintercreeper
N	Euonymus s. 'Virens'	Bicolor Wintercreeper
N	Juniperus chinensis (cultivar) 8	Chinese Juniper
N	Juniperus horizontalis (cultivar) 9	Creeping Juniper
N	Picea s. 'Elegans'	Elegans Dwarf Norway Spruce
N	Picea s. 'Montgomery'	Montgomery Dwarf Colorado Spruce
N	Pinus s. 'Showerhead'	Dwarf Mugo Pine
N	Taxus media (cultivar) 10	Anglo-Jap Yew
N	Thuja s. 'Smaragd'	Emerald Green Arborvitae
N	Thuja s. 'Techny'	Mission Arborvitae

**FOOTNOTES:**  
 8. Chinese Juniper cultivars include 'Dauhi's Frost', 'Katalpa's Compact', 'sargentii', 'Gold Lace' and 'Sea Green'.  
 9. Creeping Juniper cultivars include 'Hughes', 'Plumosa Compacta' and 'Procumbens'.  
 10. Anglo-Jap Yew cultivars include 'Densiformis' and 'Hicksii'.

NATIVE	BOTANICAL NAME	COMMON NAME
N	ORNAMENTAL GRASS	
N	Calamagrostis s. 'Karl Foerster'	Feather Reed Grass
N	Carex s. 'Ice Dance'	Ice Dance Sedge
N	Miscanthus floridulus	Giant Chinese Silver Grass
N	Molinia caerulea 'Variegata'	Variegated Moor Grass
N	Panicum virgatum (cultivar) 11	Switch Grass
N	Schizachyrium scoparium (cultivar) 12	Little Bluestem
N	Saxifraga autumnalis	Autumn Blood Grass
N	Sorghastrum n. 'Indian Steel'	Blue Indian Grass
N	Sporobolus heterolepis	Prairie Dropseed

**FOOTNOTES:**  
 11. 'Heavy Metal', 'Northern', 'Prairie Fire', 'Kohlrhynch' and 'Shenandoah'.  
 12. 'Mindblow', 'Carrousel' and 'Standing Ovation'.

NATIVE	BOTANICAL NAME	COMMON NAME
N	PERENNIALS & GROUNDCOVERS	
N	Achillea (cultivar)	'Yarrow'
N	Alchemilla mollis	Lady's Mantle
N	Allium cernuum	Nodding Onion
N	Anemone hepatica	Queen's Bed
N	Anemone s. 'Purple Dome'	Purple Dome New England Aster
N	Baptisia v. 'Twilly'	Twilly False Indigo
N	Boldonia 'Snowflake'	Boldonia
N	Echinacea purpurea (cultivar)	Coneflower
N	Euponymia f. 'Colossal'	Purpleleaf Wintercreeper
N	Eupatorium maculatum	Spotted Joe-Pye Weed
N	Geranium (cultivar)	Geranium
N	Helleborus (cultivar)	False Hellebore
N	Hemerocallis (cultivar)	Daylily
N	Hibiscus (cultivar)	Hibiscus
N	Hosta (cultivar)	Plantain-lily
N	Iris siberica (cultivar)	Iris siberica
N	Liatris (cultivar)	Gayfeather
N	Nepeta f. 'Walker's Low'	Walker's Low Catmint
N	Parthenocissus quinquefolia	Virginia Creeper
N	Penstemon (cultivar)	Beardtongue
N	Pennisetum s. 'Fukagiu'	Rockin' Sage
N	Phlox (hybrids)	Phlox
N	Rudbeckia 'Goldstrum'	Black-eyed Susan
N	Rudbeckia n. 'Herbstsonne'	Autumn Sun Coneflower
N	Sedum 'Autumn Fire'	Autumn Fire Stonecrop
N	Sedum 'Brimegruocher'	Evergreen Stonecrop
N	Sedum s. 'Baldy's Gold'	Baldy's Gold Stonecrop
N	Sedum s. 'Fukagiu'	Fukagiu Stonecrop
N	Sedum s. 'Red Carpet'	Red Carpet Stonecrop
N	Solidago (cultivar)	Goldenrod
N	Stachys s. 'Big Ears'	Lamb's Ear
N	Stachys s. 'Humeral'	Alpine Balm
N	Thymus s. 'Coccineus'	Creeping Thyme
N	Vinca minor	Periwinkle



**SITE FURNISHINGS**

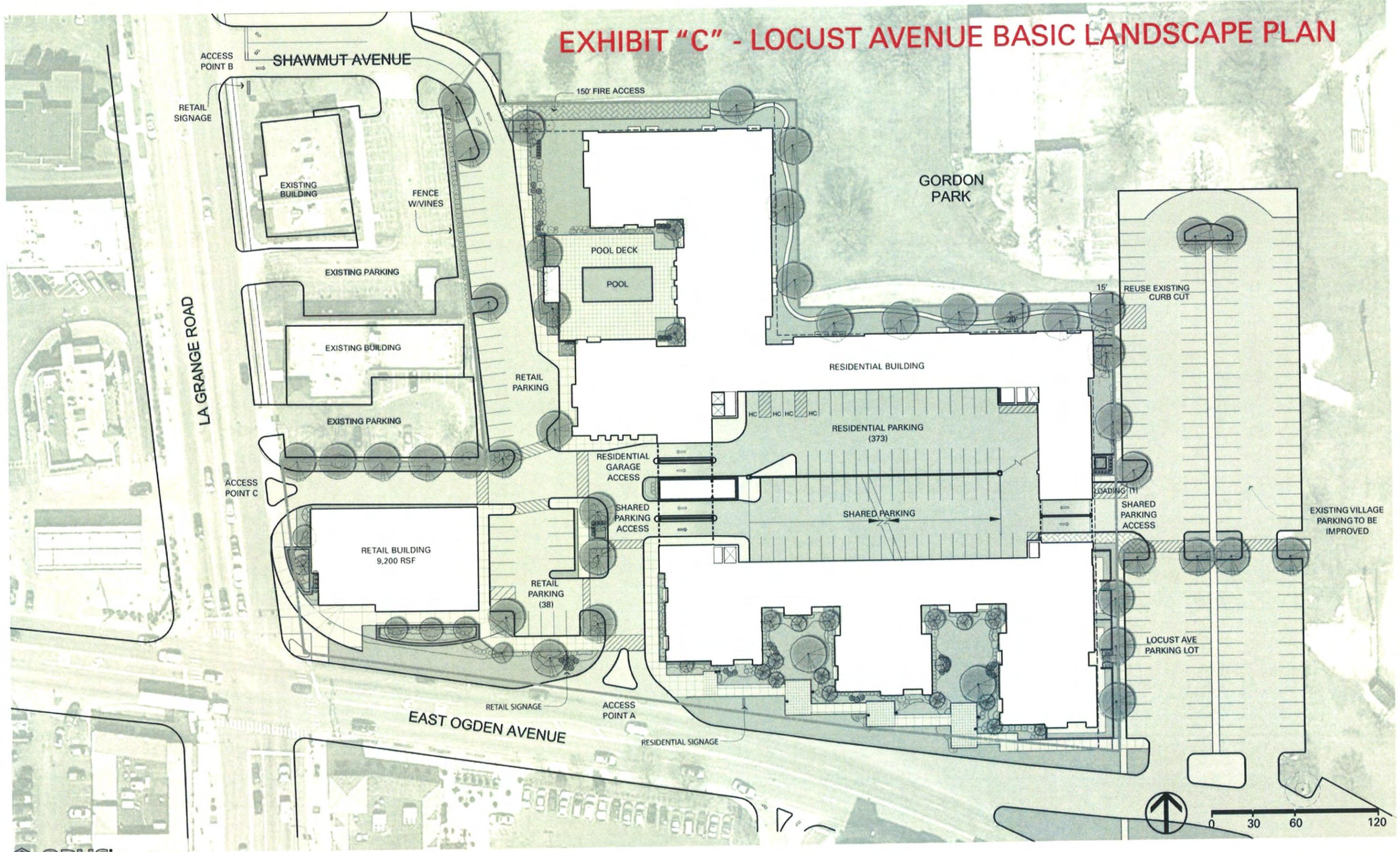
- BENCH WITH BACK & ARM REST
- TRASH RECEPTACLE
- PEDESTRIAN LIGHT
- PAVERS

ALL PROPOSED STREETSCAPE IMPROVEMENTS SHALL MATCH CURRENT VILLAGE STANDARDS

SCALE 1" = 30'

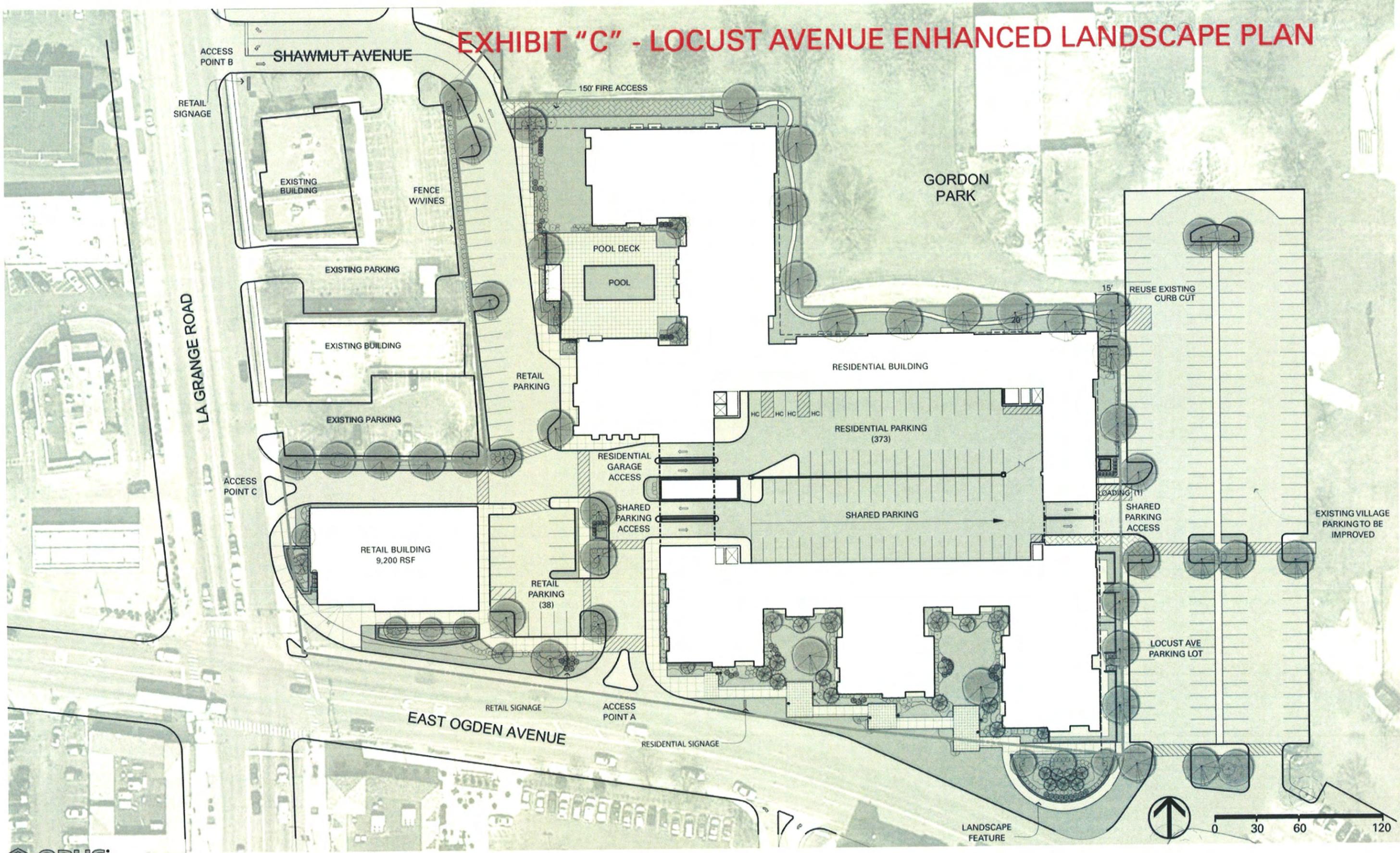
5-A.91

# EXHIBIT "C" - LOCUST AVENUE BASIC LANDSCAPE PLAN



5-A.92

# EXHIBIT "C" - LOCUST AVENUE ENHANCED LANDSCAPE PLAN

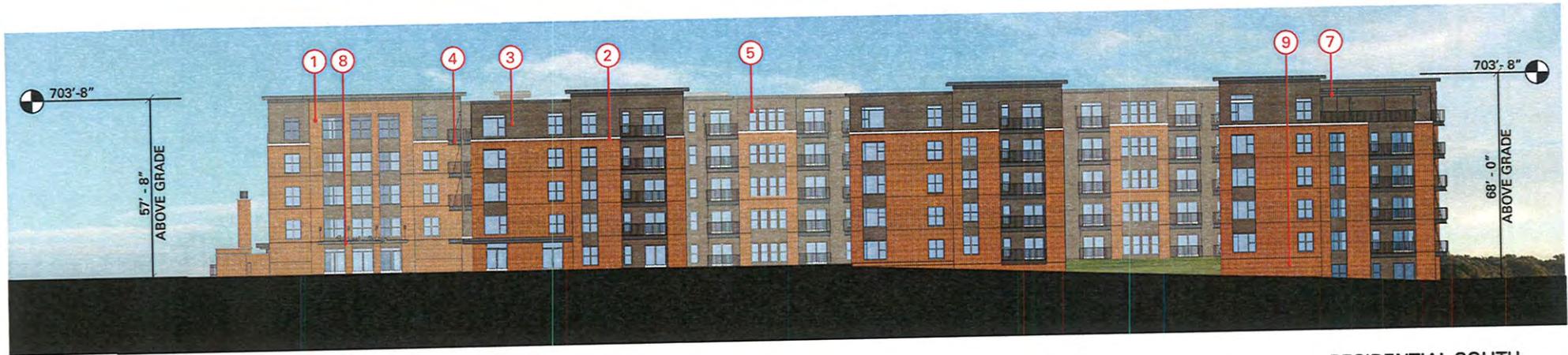


5-A.93



EXHIBIT C - EXTERIOR APPEARANCE PLAN

5-A.94



RESIDENTIAL SOUTH

5-A.95



RESIDENTIAL WEST

- 1 BRICK
- 2 CAST STONE
- 3 ARCHITECTURAL STYLE WOOD PANEL
- 4 BALCONY

- 5 FENESTRATION
- 6 ALUMINUM CORNICE
- 8 CANOPY

- 9 ARCHITECTURAL PATTERNED CONCRETE FOUNDATION WALL



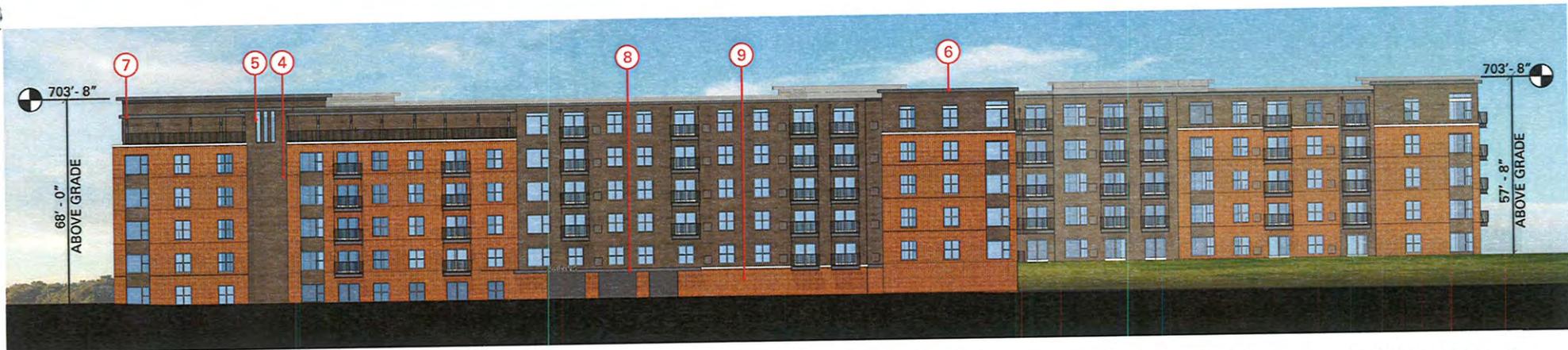
**Uptown La Grange**  
La Grange, IL

**Residential Elevations - South & West**  
10.21.2014



RESIDENTIAL NORTH

5A.96

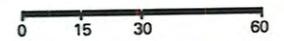


RESIDENTIAL EAST

- 1 BRICK
- 2 CAST STONE
- 3 ARCHITECTURAL STYLE WOOD PANEL
- 4 BALCONY

- 5 FENESTRATION
- 6 ALUMINUM CORNICE
- 7 TRELLIS
- 8 CANOPY

- 9 ARCHITECTURAL PATTERNED CONCRETE FOUNDATION WALL



Uptown La Grange  
La Grange, IL

Residential Elevations - North & East  
10.21.2014

5-A-97





5-A.98



5-A.99



5-A, 100

5-A.101



5-A, 102



5-A.103



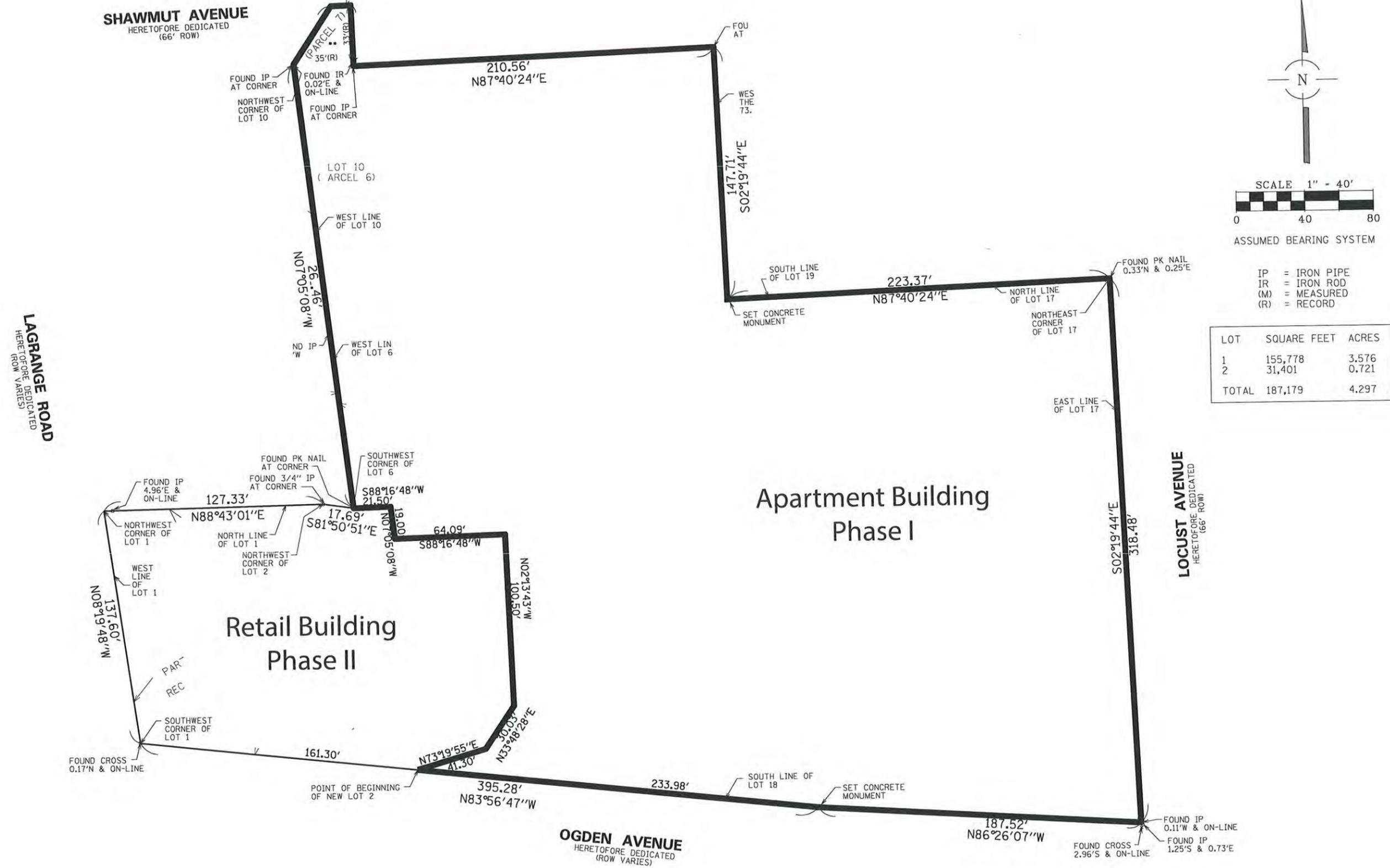
5-A.104





5-A.105

# Exhibit "C" - Development Phasing Plan



N

SCALE 1" = 40'

0 40 80

ASSUMED BEARING SYSTEM

IP = IRON PIPE  
IR = IRON ROD  
(M) = MEASURED  
(R) = RECORD

LOT	SQUARE FEET	ACRES
1	155,778	3.576
2	31,401	0.721
TOTAL	187,179	4.297

B-A-106

# Exhibit "C" Construction Schedule

Fri 10/17/14

## Uptown LaGrange Apartments Project Schedule

ID	Task Name	Duration	Start	Finish	Late Start
1	Purchase Sale Agreement Execution	0 days	Tue 3/18/14	Tue 3/18/14	Tue 3/18/14
2	Financing / JV agreements Finalized	45 days	Tue 10/7/14	Mon 12/8/14	Tue 10/7/14
3	Land Closing	35 days	Tue 12/9/14	Mon 1/26/15	Tue 12/9/14
4	Site DD	60 days	Tue 3/18/14	Mon 6/9/14	Thu 6/9/16
8	Village PD submittals / approvals	160 days	Tue 3/18/14	Mon 10/27/14	Thu 3/20/14
14	Design & Precon. Process	108 days	Tue 7/29/14	Thu 12/25/14	Tue 8/5/14
20	Preliminary Bid Process - Long Lead and DB trades	55 days	Tue 10/28/14	Mon 1/12/15	Mon 7/13/15
24	Permit Process	215 days	Tue 4/22/14	Mon 2/16/15	Tue 7/8/14
30	Construction Process	393 days	Tue 1/27/15	Thu 7/28/16	Tue 1/27/15
85	Painting of public corridors / punchlist	14 days	Fri 7/29/16	Wed 8/17/16	Fri 7/29/16
86	Substantial Completion	10 days	Thu 8/18/16	Wed 8/31/16	Thu 8/18/16

5-A.107

## Exhibit "C" Public Infrastructure Construction Schedule

- 1) Drainage Improvements
- 2) Watermain Improvements
- 3) Shawmut Ave Improvements
- 4) Locust Ave Improvements
- 5) Enhanced Locust Sidewalk Improvements/Basic Locust Sidewalk Improvements
- 6) Ogden and Lagrange Rd Improvements

All public Infrastructure Work is anticipated to start in the summer of 2015 and be completed by the summer of 2016 subject to force majeure, the exact sequencing of these activities will be determined in the future.

**EXHIBIT D**

**PROJECT DECLARATION**

**DRAFT**

D&A Draft Dated 10/16/14  
Blacklined Against  
H&K Draft Dated 10/15/14

**DECLARATION OF RECIPROCAL EASEMENTS,  
COVENANTS CONDITIONS AND RESTRICTIONS**

**[Uptown LaGrange]**

**DATED AS OF \_\_\_\_\_, 201\_**

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**DRAFT**

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DRAFT

-----Reserved for Recording Data-----

This instrument was prepared by  
and after recording return to:

D. Albert Daspin  
Daspin & Aument, LLP  
227 W. Monroe Street, Suite 3500  
Chicago, Illinois 60606

**DECLARATION OF RECIPROCAL EASEMENTS,  
COVENANTS, CONDITIONS AND RESTRICTIONS  
[Uptown LaGrange]**

THIS DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS CONDITIONS AND RESTRICTIONS [Uptown LaGrange] (this "**Declaration**") is made as of \_\_\_\_\_, 201\_ ("Effective Date"), by Opus Development Company, L.L.C., a Delaware limited liability company ("**Declarant**").

**RECITALS**

- A. Declarant is the owner of that certain tract of land depicted as "**Tract 1**" on the Site Plan, and legally described on Exhibit B attached hereto and made a part hereof, and is the holder of certain esement and other rights in and to that certain tract of land depicted as "**Tract 2**" on the Site Plan, and legally described on Exhibit B.
- B. Declarant anticipates that the tract depicted as "**Tract 1**" on the Site Plan will be developed with approximately 254 market rate rental apartments over five floors (six floors on the east side due to topography dropping elevation) and related improvements, and that the tract depicted as "**Tract 2**" on the Site Plan will be developed for retail purposes comprised of approximately 9,200 square feet of net retail space and related improvements.
- C. Each of Tract 1 and 2, together with the buildings and improvements thereon, if any, is sometimes hereinafter referred to individually as a "**Tract**" and collectively as the "**Tracts**". Tract 1 is sometimes hereinafter referred to as the "**Residential Tract**"; and Tract 2 is sometimes hereinafter referred to as the "**Retail Tract**"; the Residential Tract and the Retail Tract are sometimes hereinafter collectively referred to as the "**Project**." The Project is commonly known as Uptown LaGrange.
- D. Declarant desires to impose certain easements, covenants, conditions and restrictions upon certain of the Tracts for the purpose of facilitating the economic and related development of the Project.

E. Capitalized words and terms used in this Declaration and not otherwise defined shall have the meanings ascribed to such words and terms in Exhibit F attached hereto and made a part hereof.

NOW, THEREFORE, in connection with the development of the Project, Declarant does hereby declare that each of the following grants, easements, covenants, conditions and restrictions shall exist at all times hereafter and be binding upon, and inure to the benefit of, each Tract in the Project.

1. EASEMENT DECLARATIONS AND GRANTS.

(a) Access and Parking.

(i) *Access.* Subject to the conditions and limitations hereinafter set forth, Declarant hereby declares and grants for the benefit of each of the Tracts, a nonexclusive easement appurtenant to each Tract upon, over and across the access and perimeter driveways, sidewalks, walkways, trailways and driveways of the Project, all as shown and depicted on the Site Plan, for the purpose of providing the owner from time to time of each Tract and its tenants and occupants and their respective employees, customers, agents and invitees having business in the Project with (i) vehicular (including delivery vehicles and trucks, and repair and maintenance vehicles, but excluding construction vehicles, except as hereinafter provided), pedestrian, and bike ingress and egress to, from and between each Tract, (ii) use of the parking facilities, if any, located within each of the Tracts, other than the parking areas contained in the Parking Deck, which are for the sole and exclusive use of the occupants, general public, customers and invitees of the Project as set forth herein, and (iii) use of the driveways of the Project for access to East Ogden Avenue, Shawmut Avenue, Locust Avenue and LaGrange Road; provided, however, Declarant may designate, from time to time, certain portions of such parking facilities as reserved for use of employees of tenants and occupants of the Project, in which event such employees shall park only in such designated areas and in no other location on the Project. The owner of each Tract shall furnish to Declarant upon request a complete list of license numbers of all automobiles operated by such employees. If any such employees, after twelve (12) hours notice from Declarant, fail to abide by any parking designations established by Declarant, then, in addition to any other rights or remedies that may be available to Declarant, Declarant shall have the right to impose fines upon such employees who park on any portion of the Project in violation hereof and/or cause the vehicles of such employees to be towed at the sole cost and expenses of such employee.

(ii) *Parking.* (a) *Parking Deck – Residential Tract.* Subject to the conditions and limitations hereinafter set forth, Declarant hereby grants to the owner of the Residential Tract a non-exclusive easement appurtenant to the Residential Tract over, across, upon and under the Parking Deck for the sole and exclusive purpose of providing the owner of the Residential Tract and its tenants and occupants and their respective employees, customers, agents and invitees having business or residing in the Project with access to and parking upon the Residential Portion of the Parking Deck.

(b) *Parking Deck – Retail Tract.* Subject to the conditions and limitations hereinafter set forth, Declarant hereby grants to the owner of the Retail Tract (i) a non-exclusive easement appurtenant to the Retail Tract over, across, upon and under the Parking Deck for the sole and exclusive purpose of providing the owner of the Retail Tract and its tenants and occupants and their respective employees, customers, agents and invitees having business in the Project with access to and parking upon the Retail Portion of the Parking Deck, and (ii) a non-exclusive easement appurtenant to the Retail Tract over, across, upon and under the twenty (20) parking spaces located along the drive lane to the north of the Retail Tract and cross-hatched on the Site Plan ("**Surface Parking Stalls**") for the sole and exclusive purpose of providing the owner of the Retail Tract and its tenants and occupants and their

respective employees, customers, agents and invitees having business in the Project with access to and parking within the Surface Parking Stalls.

(c) *Reservation.* Declarant reserves the right to promulgate reasonable rules and regulations from time to time regarding the exercise of the easement rights granted herein, provided that no such rule or regulation may be inconsistent with or in derogation of easement rights granted herein to the Village or the general public, and the owners of the Tracts shall comply with the same. Without limiting the generality of the foregoing, Declarant reserves the right (i) to erect, install and implement, as the case may be, traffic signs and signals, traffic control devices (including, without limitation, automated or manned gates, speed bumps and/or tire stops), access and security control measures (including, without limitation, window stickers, passes, and electronic key cards), and the like to facilitate the orderly administration and use of the Parking Deck and the Surface Parking Stalls by those parties entitled to use the same; provided, however, Declarant shall not charge a fee for the use of the Retail Portion of the Parking Deck or the Surface Parking Stalls by the owner of the Retail Tract and the customers, invitees and occupants of the Retail Tract, and (ii) to designate and redesignate, for the exclusive use of particular users, spaces in the Retail Portion of the Parking Deck as Declarant may from time to time elect, and in such event, the owner of the Retail Tract and the customers, invitees and occupants of the Retail Tract shall not park in such parking spaces which are designated for others.

(iii) *Exclusions.* Service Areas shall not be subject to the easement grant set forth in Section 1(a)(i) hereof.

(b) Storm Water Drainage. Subject to the conditions and limitations hereinafter set forth, Declarant hereby declares and grants for the benefit of each Tract, a non-exclusive easement appurtenant to each Tract (i) over, across and upon the surface of the Common Areas and any existing drainage ditches, culverts and swales which presently run through the Common Areas for the sole and exclusive purpose of permitting the natural flow and drainage of storm water accumulating and originating on each Tract to the ponding facilities depicted on the Utility Plan, subject to the conditions set forth in clauses (A), (B) and (C) below, as and to the extent applicable, and subject to the effect of any improvements presently located or hereinafter constructed on the Common Areas, and (ii) over, across, upon and under the portion of the Common Areas located above the Storm Sewer System, for the sole and exclusive purpose of running and transferring water accumulating and originating on each Tract to the Storm Sewer System, together with the right of access to the portion of the Common Areas located above the Storm Sewer System and areas adjacent thereto as may be reasonably and temporarily necessary for purposes of installing, maintaining, repairing, replacing, removing, enlarging and renewing the non-public portion of the Storm Sewer System, if any, subject to the conditions that:

(A) The owner of each Tract shall not permit the flow of toxic or Hazardous Substances or any other substance from such Tract into the Storm Sewer System which is not permitted to be discharged into the public storm sewer serving the Project by any applicable law, statute or regulation or otherwise;

(B) The owner of each Tract shall not permit any other party or property to discharge water onto the Project and no right to transfer or run water is granted hereunder other than to the owner(s) of each such Tract for water accumulating and originating on such Tract; and

(C) No such running or transferring of water shall result in water being discharged at a rate or in a volume in excess of that permitted by the design standards for the Storm Sewer System.

(c) Sanitary Sewer. Subject to the conditions and limitations hereinafter set forth, Declarant hereby declares and grants for the benefit of each of the Tracts, a non-exclusive easement appurtenant to each Tract, over, across, upon and under the portion of the Common Areas located above the Sanitary Sewer System for the sole and exclusive purpose of permitting the flow of wastewater, sewage and related materials through the Sanitary Sewer System, together with the right of access to the portion of the Common Areas located above the Sanitary Sewer System and areas adjacent thereto as may be reasonably and temporarily necessary for purposes of installing, maintaining, repairing, replacing, and renewing the non-public portion of the Sanitary Sewer System, if any.

(d) Water. Subject to the conditions and limitations hereinafter set forth, Declarant hereby declares and grants for the benefit of each of the Tracts, a non-exclusive easement appurtenant to each Tract, over, across, upon and under the Water System for the sole and exclusive purpose of permitting the flow of water through the Water System, together with the right of access to the portion of the Common Areas located above the Water System and areas adjacent thereto as may be reasonably and temporarily necessary for purposes of installing, maintaining, repairing, replacing, and renewing the non-public portion of the Water System, if any.

(e) Gas, Electric, Telephone, Cable Television and Communication. Declarant hereby declares and grants for the benefit of each of the Tracts, a non-exclusive easement appurtenant to each Tract under, along and across those portions of the Common Areas as may be temporarily and reasonably necessary for the purposes of installing, maintaining, repairing, replacing, and renewing Utility Lines for gas, electrical, telephone, cable television and communication service to each Tract subject to the conditions that:

(i) All Utility Lines shall be underground except:

- (a) ground mounted electrical and telephone transformers and junction boxes and temporary emergency generators;
- (b) as may be necessary during periods of construction, repair or temporary service;
- (c) as may be required by governmental authorities having jurisdiction over the Project;
- (d) as may be required by the provider of such service; and
- (e) fire hydrants;

(ii) At least fifteen (15) days prior to exercising the easement rights granted herein, the owner of the Tract benefited by the easement rights granted by this Section 1(e) ("**Grantee**") shall provide the owner of the Tract whose Common Areas is to be burdened by the easement rights granted by this Section 1(e) ("**Grantor**") with a written statement describing the need for such easement and identifying the proposed location and width of any such proposed Utility Line. The location and width of any such proposed Utility Line shall be subject to the prior approval of the Grantor, which approval shall not be unreasonably withheld or delayed. The easement area shall be no wider than reasonably necessary to satisfy the requirements of a private or public utility. Within thirty (30) days after the determination of the location of any such easement area, the Grantee, at its sole cost and expense, shall record a written declaration referring to this Section 1(e) and setting forth the legal description of such easement area. Further, the Grantee, at

its sole cost and expense, shall promptly following installation of any such Utility Line, provide the Grantor with a copy of an as-built survey showing the exact location of such Utility Line; and

(iii) The Grantor shall have the right at any time to relocate the easements granted herein by the Grantor, provided that (a) the easements so relocated will be of substantially equivalent usefulness for the purposes stated herein, (b) all costs to effect such relocation shall be paid by the Grantor, (c) the Grantor shall interfere with the business being operated on the Grantee's Tract as little as reasonably possible in the exercise of the Grantor's rights herein, and (d) the Grantor shall provide prior written notice of any such relocation to the owner(s) of the Tract(s) benefited by the easement(s) being relocated.

(f) Common Areas. Declarant hereby reserves to itself and declares and grants for the benefit of the Residential Tract, a non-exclusive easement appurtenant to the Residential Tract, over, across, upon and under those portions of the Common Areas as may be necessary for the purpose of permitting Declarant to perform its obligations in accordance with the provisions of Section 5(c) of this Declaration.

(g) Construction. Declarant hereby reserves for itself and declares and grants for the benefit of the Residential Tract, a non-exclusive easement appurtenant to the Residential Tract, over, across, upon and under those portions of the Common Areas and the Tracts as may be necessary for the purpose of constructing, installing, maintaining, repairing, replacing and renewing the buildings and improvements thereon including, without limitation, the entrance areas of the Project, the Common Areas improvements, retaining walls, lines, irrigation systems and other utilities and systems which are or may be located in the Project to service any part of the Project, including any of the Tracts, and the like.

(h) Monument Signs. Declarant hereby reserves to itself and declares and grants for the benefit of the Residential Tract, a non-exclusive easement appurtenant to the Residential Tract over, across, upon and under those portions of the Project depicted on the Site Plan for the purpose of permitting Declarant to access the two (2) "**Monument Sign Area Easement**" depicted on the Site Plan for purposes of constructing, installing, maintaining, repairing, replacing and renewing the proposed Project monument signs and landscaping proposed to be located therein. Only parties designated by Declarant from time to time shall have the right to appear on any such Project monument signs and any such designation may be evidenced by a separate agreement between Declarant and such party(ies).

(i) Village Easements. Subject to the conditions and limitations hereinafter set forth, Declarant hereby declares and grants for the benefit of the Village (v) a non-exclusive easement in gross over, across and upon the portion of the Project identified as the "**Pedestrian Walkway**" on the Site Plan for the sole and exclusive purpose of permitting the Village and the general public use the Pedestrian Walkway for access to ad from the Retail Portion of the Parking Deck from its western entrance to the west line of the Locust Avenue right-of-way, (w) a non-exclusive easement in gross over, across and upon the driveways, sidewalks and walkways of the Project as designated by Declarant based upon the final development plans for the Retail Tract for the sole and exclusive purpose of providing the Village and the general public with pedestrian access from La Grange Road and Ogden Avenue to the Pedestrian Walkway to access Gordon Park and the Locust Avenue parking lot, (x) a non-exclusive easement in gross over the Retail Portion of the Parking Deck for the sole and exclusive purpose of providing the Village and the general public with access to and parking upon a portion of the Retail Portion of the Parking Deck containing 41 parking spaces and cross-hatched on the Site Plan and permitting the Village to post way-finding and informational signs, which signs and location thereof shall be subject to the mutual agreement of Declarant and the Village, (y) a non-exclusive easement in gross over, across and upon portions of the Common Areas as may be reasonably and temporarily required for the sole and exclusive purpose of permitting the Village to inspect and maintain the public portion of the Storm Sewer

System (including any detention facility and accompanying restrictor), the public portion of the Sanitary Sewer System and the public portion of the Water System (including any fire hydrant(s) forming a part thereof), and (z) a non-exclusive easement in gross over those portions of the Common Areas as may be necessary for the purpose of permitting the Village to effect the rights and remedies of the Village set forth in Section 12 of this Declaration; provided, however, (i) the foregoing easement grants shall be subject to such reasonable rules and regulations as Declarant may promulgate from time to time regarding access to and use of the foregoing easements so long as such rules and regulations are not inconsistent with, in derogation of, or an undo hindrance on the Village's or general public's exercise and use of the easement for its intended purposes, (ii) any such use shall be subject to all governmental laws, ordinances and regulations and the Village shall comply with the same, and (iii) the terms, covenants and conditions of this Declaration shall apply to the Village with respect to the foregoing easements as though the Village were the owner of a Tract benefitted by such easement grant, including, without limitation, insurance and indemnification obligations set forth herein; provided, however, the Village may cause the insurance required by this Declaration to be procured and maintained through a self-insured pool of insurance. The easements granted by this Section 1(i) are personal to the Village and the general public and shall not be assigned, transferred or otherwise conveyed to nor inure to the benefit of any other party.

(j) Miscellaneous. The owner of each Tract and the Village, in the exercise and use of the rights and privileges herein granted, will not create a nuisance or do any act which would materially and adversely affect the Project or part thereof. Any work to be performed in connection with the easement rights granted herein (other than any work to be performed in connection with the easement rights granted in Sections 1(f), 1(g), and 1(h) above) shall be subject to the provisions of Section 4(b)(i) hereof, and the owner(s) of the Tract(s) benefitted thereby shall, at their sole cost and expense, comply with the same; if more than one Tract is benefitted by such easement rights, the cost of compliance shall be equitably shared between such Tracts based upon the nature and extent of the easement rights benefitting each such Tract. The easements granted in Sections 1(b), (c), (d), and (e) herein are located in and restricted to the area below the surface of the ground, and this Declaration grants no right to use, occupy or alter any area of the ground surface above said easement areas except as reasonably and temporarily necessary to afford access to said easement areas.

Declarant hereby reserves non-exclusive easements under, over, through and across the sidewalks, driveways, parking areas, ramps, landscaping, walkways, aisles, or retaining walls on any of the Tracts and all other areas of any of the Tracts, except that area underlying any building located (or to be located) on any of the Tracts, for the purposes of installing, maintaining, repairing, replacing, renewing and using such water system lines, telephone and electrical conduits or systems, gas lines, drainage lines and other utilities which are or may be located in the Project to service any part of the Project, including any of the Tracts, and reserves the right to change from time to time the dimensions and location of the Common Areas located on any Tract then owned by Declarant, as more particularly set forth in Section 16 hereof. Each Tract owner shall maintain any private utility lines located on its respective Tract (and, if required by the public utility, any public utility located on its respective Tract). If any such utility line is used exclusively by another Tract owner, then said other Tract owner shall be solely responsible for the maintenance of said utility lines and the costs of such maintenance; if more than one Tract is benefitted by any such utility line, then the maintenance of said utility lines, and the costs of such maintenance, shall be equitably shared between such Tracts based upon the nature and extent of the benefit of such utility line to each such Tract. Declarant covenants that in the exercise of the easements hereby reserved, Declarant shall not disturb any Tract owner's use of its Tract except as reasonably and temporarily necessary, and Declarant shall interfere with the business being operated on any such Tract as little as reasonably possible in the exercise of Declarant's rights herein. Without limiting the generality of the foregoing, in the event the exercise of the easements hereby reserved detrimentally affects the condition of any portion of the Project, Declarant covenants and agrees to restore the Project, or part thereof, to the condition existing prior to the exercise of the easements hereby reserved including, without limitation, any filling

and compacting of all excavations, repaving of paved areas, and replacement of landscaping. In addition, prior to the exercise of the easements hereby reserved, Declarant shall provide reasonable advance notice to any Tract owner whose Tract would be affected thereby, and Declarant shall schedule performance of any work to be performed with the owner of the Tract affected thereby such that performance of such work will not unreasonably interfere with the business being operated upon such Tract.

2. **DURATION.** The easements, covenants, conditions and restrictions herein contained shall be perpetual, shall create mutual benefits and covenants running with the land and shall be binding upon any owner, tenant, or occupant of the Project and their respective heirs, personal representatives, successors and assigns.

3. **COMMON AREAS.** The Common Areas shall not be used for any purpose other than pedestrian movement and the parking and passage of motor vehicles and bicycles, landscaping, signage, sidewalk sales and the operation of outdoor kiosks approved by Declarant, and outdoor seating and dining incidental to any permitted restaurant or grocery store operation, in each case subject to reasonable, non-discriminatory rules and regulations as may be established by Declarant from time to time, including, without limitation, rules and regulations governing traffic flow, traffic management, parking and the like, to facilitate access and parking with respect to each Tract. Without limiting the generality of the foregoing, Declarant reserves the right to erect, install and implement, as the case may be, traffic signs and signals, traffic control devices (including, without limitation, speed bumps and/or tire stops), access and security control measures and the like to facilitate the orderly administration and use of the Common Areas by those parties entitled to use the same. Declarant reserves the right to remove any unauthorized signage from the Common Areas.

4. **CONDITIONS AND RESTRICTIONS.**

(a) **Retail Tract Building.** Except as permitted by the prior written approval of Declarant, no building, structure or other improvement shall be constructed or maintained on the Retail Tract unless such building or structure shall conform to the following covenants and requirements:

(i) Any such building or structure shall not exceed thirty-five (35) feet measured from the finished floor elevation to the top of the highest point (inclusive of parapets and structural features but exclusive of building mechanical systems, which such systems shall not exceed eight (8) feet in height).

(ii) Any rooftop equipment located on the top of any building or structure shall be screened in a manner reasonably satisfactory to Declarant and consistent with the architectural and aesthetic character of the balance of the Project.

(iii) No rooftop sign nor any sign extending above the walls or parapet of any building or structure shall be erected or maintained with respect to any such building or structure and no sign, whether a rooftop sign or otherwise, shall include any flashing, pulsating or rotating light(s).

(iv) No freestanding pylon or monument type identification sign (other than any such sign erected by or on behalf of Declarant pursuant to Section 1(h) hereof) may be erected on the Retail Tract. Notwithstanding the foregoing, there may be erected entrance-exit signs to facilitate the free flow of traffic, which entrance-exit signs shall be of a monument type, not to exceed 3' 3" in height, the type and location of such signs to be approved by Declarant, which approval shall not be unreasonably withheld or delayed. All signs for the Retail Tract shall be subject to and in compliance with all applicable laws and regulations. Any sign on the Retail Tract shall be subject

to the sign criteria attached hereto and made a part hereof as Exhibit E, and the owner of the Retail Tract containing any such sign(s) shall comply with the same. Declarant reserves the right to remove any unauthorized signage.

(v) No improvements shall be constructed, erected, expanded or altered on the Retail Tract until the plans for the same (including site layout, signage, civil engineering drawings (including finished floor elevations), exterior appearance, parking, if any, and landscaping) have been approved by Declarant, which approval shall not be unreasonably withheld so long as such plans shall be substantially in accordance with Declarant's project development plans submitted to and approved by the Village as part of the planned development of the Project. All construction work shall, upon approval of plans by Declarant, be prosecuted with all due diligence, and subject to the conditions and limitations herein contained.

(vi) In developing and using the Retail Tract, the owner(s) of the Retail Tract shall maintain, or cause to be maintained thereon, the number of parking spaces required to comply with the approved planned development for the Project. The owner(s) of the Retail Tract may satisfy such parking requirements by taking into consideration any parking space located outside the Retail Tract that may be subject to easement rights in favor of the Retail Tract created by this Declaration. The owner(s) of the Residential Tract may satisfy the parking requirements by taking into consideration any parking space located outside the Residential Tract that may be subject to easement rights in favor of the Residential Tract created by this Declaration.

(b) Construction; Landscaping; and Building Maintenance. Use and enjoyment by the owner of the Retail Tract of the easement rights and declarations herein granted shall be subject to the following terms, covenants and restrictions.

(i) The owner of the Retail Tract shall pay all reasonable costs and expenses incurred by the owner of the Residential Tract due to damage to the Project arising from or related to the owner of the Retail Tract's construction operations at the Retail Tract; provided, however, to the extent any such construction operations damage or destroy any property of the Residential Tract owner and all or any portion of such loss is "deductible," then the owner of the Retail Tract shall pay to the owner of the Residential Tract the amount of such deductible loss (not to exceed \$25,000 per event). The owner of the Retail Tract shall not materially obstruct the free flow of pedestrian or vehicular traffic upon and across the Project during any period of construction at the Retail Tract or at any time thereafter. The owner of the Retail Tract shall perform construction so as (A) not to increase the cost of constructing the Residential Tract or any part thereof, (B) not to unreasonably interfere with any construction work being performed on the Residential Tract, or any part thereof, and (C) not to unreasonably interfere with and so as to minimize disruptions of the access to, use, occupancy or enjoyment of, the Residential Tract or any part thereof by the owner of the Residential Tract and permittees of such owner. During such period of construction, the owner of the Retail Tract may use the access and perimeter driveways of the Project for construction vehicle access to, from and between the Retail Tract and LaGrange Road. During such period of construction, the owner of the Retail Tract shall cause the interior driveways of the Project to be maintained free of all materials and supplies arising out of or resulting from such construction and otherwise in a neat and orderly condition undisturbed from such construction operations. Any vehicle or equipment used in such construction or any materials used in such construction shall be parked or stored only in an area approved in writing by Declarant. The owner of the Retail Tract agrees to defend, indemnify and hold harmless the owner of the Residential Tract and its tenants and occupants from and against any and all loss, cost, damage, liability, claim or expense (including, without limitation, reasonable attorneys' fees and costs) arising from or relating to the owner of the Retail Tract's construction operations. All

construction operations at the Retail Tract shall be performed in a lien-free and good and workmanlike manner, in accordance with all laws, rules, regulations and requirements. The owner of the Retail Tract shall not permit or suffer any mechanic's liens claims to be filed or otherwise asserted against the Project in connection with such construction operations, and shall promptly discharge the same in case of the filing of any claims for liens or proceedings for the enforcement thereof, or in the event the owner of the Retail Tract in good faith desires to contest the validity or amount of any mechanic's lien, the owner of the Retail Tract shall have the right to contest the validity or amount of any such mechanic's lien, provided that (i) the owner of the Retail Tract deposits with the owner of the Residential Tract cash or a letter of credit or other security reasonably acceptable to the owner of the Residential Tract in an amount equal to one hundred fifty percent (150%) of the amount of said lien to insure payment and prevent any sale or forfeiture of any part of the Residential Tract by reason of nonpayment, (ii) neither the Residential Tract nor any part thereof or interest therein would be in any substantial danger of being sold, forfeited, or lost, (iii) the owner of the Residential Tract would not be in any substantial danger of any civil or criminal liability for failure to comply therewith, and (iv) the owner of the Retail Tract promptly notifies the owner of the Residential Tract, in writing, of such contest. Any such contest shall be prosecuted with due diligence and the owner of the Retail Tract shall promptly after the final determination thereof pay the amount of any such lien, together with all interest, penalties and other costs payable in connection therewith. Any such letter of credit deposited hereunder shall be issued by a national bank reasonably acceptable to the owner of the Residential Tract. All materialmen, contractors, artisans, mechanics, laborers and any other person now or hereafter furnishing any labor, services, materials, supplies or equipment to the owner of the Retail Tract or the Retail Tract, or any portion thereof, are hereby charged with notice that they must look exclusively to the owner of the Retail Tract to obtain payment for the same. Notice is hereby given that the owner of the Residential Tract shall not be liable for any labor, services, materials, supplies, skill, machinery, fixtures or equipment furnished or to be furnished to the owner of the Retail Tract upon credit, and that no mechanic's lien or other lien for any such labor, services, materials, supplies, machinery, fixtures or equipment shall attach to or affect the estate or interest of the owner of the Residential Tract in and to the Residential Tract, or any portion thereof. The owner of the Retail Tract and its tenants and their respective contractors and subcontractors shall be solely responsible for the transportation, safekeeping and storage of materials and equipment used in connection with such construction operations, and for the removal of waste and debris resulting therefrom. In the event the owner of the Retail Tract's construction operations detrimentally affect the condition of any portion of the Project, the owner of the Retail Tract shall restore the Project, or part thereof, to its condition existing prior to commencement of such construction operations, including, without limitation, any filling and compacting of all excavations, repaving of paved areas and replacement of landscaping. No such construction operations shall result in a labor dispute or encourage labor disharmony. Prior to commencement of such construction operations, the owner of the Retail Tract, at its sole cost and expense, shall obtain and maintain during the performance of such construction operations, workers compensation insurance covering all persons directly employed in connection with such construction operations and with respect to which death or injury claims could be asserted against Declarant, the owner of the Retail Tract, the Project or any interest therein as required by applicable laws and regulations, together with commercial general liability insurance for the mutual benefit of Declarant and the owner of the Retail Tract with limits not less than the amounts set forth in Section 7 hereof, and all risk builder's risk insurance for full insurable value covering any improvements constructed. All such insurance shall be written by solvent insurance companies authorized to do business in the State of Illinois and all such policies of insurance or binders of insurance shall be delivered to Declarant prior to commencement of such construction operations.

(ii) During construction on the Residential Tract, the Retail Tract may be used for construction staging. Following substantial completion of construction on the Residential Tract, the Retail Tract shall be kept landscaped in accordance with the Interim Landscaping Plan until improved and constructed; thereafter, the Retail Tract shall be landscaped in accordance with a plan approved by Declarant and otherwise in accordance with the requirements of the Village, such landscaping to include sodding, planting of trees, shrubs and other customary landscape treatment. Landscaping shall be kept in a neat and attractive condition and appearance including, without limitation, lawns mowed, edges trimmed, and trees, shrubs and other landscape treatment properly maintained. The Retail Tract shall not be fenced (unless such fence acts as a temporary barrier to a construction zone during construction on the Retail Tract or acts as a perimeter boundary for any approved outdoor eating area on the Retail Tract) or obstructed in any way but shall be kept open at all times for the free use thereof, except that curbs, landscaping or bumper stops may be erected on the Retail Tract in order to define the boundaries of the Retail Tract. Any dumpster serving the Retail Tract shall be screened (other than dumpsters used during temporary construction operations) in a manner reasonably satisfactory to Declarant and consistent with the architectural and aesthetic character of the balance of the Project. The owner of the Retail Tract shall keep, repair, maintain and restore the exterior and the structural elements of all buildings located on the Retail Tract in good order, condition and state of repair, including without limitation, maintaining all perimeter and building walls and retaining walls, keeping the exterior store front surface clean, replacing any cracked or broken glass, consistent with primarily residential (with a retail component) mixed use transit oriented projects in the west suburban Chicago, Illinois, area.

(iii) No delivery or service trucks servicing the business operations located on the Retail Tract shall be permitted to park in any parking lot located on any portion of the Project other than the Retail Tract, unless otherwise permitted in writing by Declarant.

Declarant hereby reserves unto itself, the right to cure any failure of the owner of the Retail Tract to make such repairs, maintenance or restoration as are required under the aforesaid covenants, conditions and reservations and as required under Sections 5 and 8 hereof; provided, however, Declarant shall not be entitled to cure any such failure unless Declarant has first given the owner of the Retail Tract written notice of such failure and the owner of the Retail Tract has not cured such failure within ten (10) days of such notice or, in case such cure cannot be effected within said 10-day period and the owner of the Retail Tract is diligently pursuing such cure, such additional period as may be reasonably necessary to effect such cure, and provided further that, with respect to a failure by the owner of the Retail Tract to maintain insurance set forth in Section 4(b)(i) and Section 7 hereof or with respect to any event, fact or circumstance which involves imminent threat of injury or damage to persons or property, the aforesaid cure period shall not apply. All reasonable costs incurred by Declarant in performing such repairs, maintenance or restoration shall be due from the owner of the Retail Tract upon demand, and, in addition, the owner of the Retail Tract shall pay interest on such costs from the date of expenditure by Declarant until the date of reimbursement, at the Interest Rate.

Any of the foregoing restrictions may be waived, amended, modified, released or terminated at any time and from time to time by Declarant; provided the same does not materially and adversely affect the business operations being conducted on the Retail Tract.

5. **REPAIR AND MAINTENANCE OF COMMON AREAS; COMPLIANCE WITH LAWS; REAL ESTATE TAXES.**

(a) **Repairs and Maintenance.** Except as otherwise expressly provided herein, each Tract owner shall, at such Tract owner's sole cost and expense, in a manner consistent with primarily residential

(with a retail component) mixed use transit oriented projects in the west suburban Chicago, Illinois, area, (i) keep such Tract owner's Tract, including any Common Areas located thereon, free of obstruction (except that curbs, landscaping or bumper stops may be erected on the Tracts in order to define the boundaries of the same), clean, swept and in good repair and renew any portions thereof as necessary, (ii) keep any Common Areas located on such Tract owner's Tract lighted during hours of darkness when any business operations located upon such Tract owner's Tract are open for business, (iii) keep the parking areas located on such Tract owner's Tract properly painted and striped to assist in the orderly parking of cars, (iv) provide trash service for such Tract owner's Tract, (v) maintain all curbs, paving and related site improvements including all Service Areas and hardscape areas located on such Tract owner's Tract in good order, condition and repair, (vi) keep such Tract owner's Tract landscaped in accordance with the requirements of the Village, such landscaping to include sodding, planting of trees, shrubs and other customary landscape treatment, and in accordance with the standards set forth in the downtown LaGrange special service area existing as of the Effective Date; and (vii) keep, repair, maintain and restore the exterior (including, without limitation, maintaining all perimeter and building walls and retaining walls, keeping the exterior building surface clean, and replacing any cracked or broken glass) and the structural elements of any building of such Tract owner's Tract in good order, condition and repair consistent with primarily residential (with a retail component) mixed use transit oriented projects in the west suburban Chicago, Illinois, area, and (viii) perform such other maintenance and repairs as are customary for primarily residential (with a retail component) mixed use transit oriented projects in the west suburban Chicago, Illinois, area. All maintenance and repairs shall be done as quickly as possible and at such times and in such a manner as shall minimize any inconvenience to the business conducted in the Project and to delivery vehicles servicing such business. Without limiting the generality of the foregoing, (i) the Residential Tract shall be kept and maintained as a high class, multi-family apartment or condominium project, and residents shall not be permitted to install banners or satellite dishes to the exterior of any unit which would be visible from surrounding rights-of-way, and no bicycles shall be permitted to be stored on any unit balcony, and (ii) Tract 1 owner shall keep and maintain project amenities of a type and caliber serving the Residential Tract in a manner consistent with project amenities in similar high class, multi-family apartment or condominium projects, as such amenities may change from time to time.

(b) Compliance With Laws; Payment of Real Estate Taxes; Universal Common Area Maintenance Items.

(i) *Generally.* Each Tract owner shall comply with all laws, rules, regulations and requirements of public authorities relating in any manner whatsoever to such Tract owner's Tract, and shall pay one hundred percent (100%) of the (x) Real Estate Taxes which are due and payable for each such Tract owner's Tract and insurance premiums payable with respect to each such owner's Tract required by Section 4(b)(i) and Section 7 hereof, (y) repair and maintenance expenses for the Common Areas, Service Areas and hardscape areas located on each such Tract owner's Tract, and (z) amounts due and payable to the Village in connection with repair and maintenance of any public improvements (including, without limitation, any trailways, and landscaping within public rights of way) located on or adjacent to each such Tract owner's Tract.

(ii) *Universal Common Area Maintenance Items.* Anything in Section 5(b)(i) to the contrary notwithstanding, Declarant shall maintain and repair all Universal Common Area Maintenance Items.

(iii) *Payments.* In addition to payment of amounts described in Section 5(b)(i), each Tract owner shall pay to Declarant on a quarterly basis, in advance, in accordance with Declarant's estimate, and subject to adjustment after the end of the year on the basis of the actual costs for such year, its respective proportionate share of the cost of the Universal Common Area Maintenance Items. For purposes of this Section 5(b)(iii), each such Tract owner's proportionate share shall be allocated by

Declarant on a relative net land area basis, with any Common Areas maintained by Declarant as Universal Common Area Maintenance Items located on each Tract owner's Tract deducted from (1) the land area of such Tract owner's Tract, and (2) the aggregate total of land area of all of the Tracts.

(c) CAM Election. Declarant may from time to time elect ("**CAM Election**") to maintain and repair the Common Areas in the manner hereinafter set forth. Any such CAM Election shall be in writing and shall be given to the owner of each Tract, and shall specify a date (no earlier than ninety (90) days following the date of the CAM Election) by which Declarant intends to commence maintenance and repair of the Common Areas. In the event Declarant makes a CAM Election (i) Declarant shall, subject to reimbursement as provided herein, cause to be maintained and repaired the Common Areas consistent with the terms and provisions of Section 5(a) and Section 5(b) hereof, (ii) the owner of each Tract shall not be required to so maintain the Common Areas located on its respective Tract notwithstanding the provisions of Section 5(a) and Section 5(b) hereof, but shall continue to provide trash service for such owner's Tract, shall continue to maintain the Service Areas and the hardscape areas located on such owner's Tract, and shall comply with all laws, rules, regulations and requirements of public authorities relating in any manner whatsoever to such owner's Tract as provided in Section 5(b) hereof, (iii) the owner of each of the Tracts shall not be required to make the quarterly payments contemplated by Section 5(b) hereof, it being understood that such amounts shall be paid monthly as part of such Tract owner's proportionate share of CAM Expenses, and (iv) the owner of each of the Tracts shall pay to Declarant its proportionate share of CAM Expenses in equal monthly installments, in advance, in accordance with the reasonable estimate of Declarant, and subject to re-estimation by Declarant from time to time and adjustment after the end of each calendar year on the basis of the actual costs for such year. The proportionate share of CAM Expenses for each Tract owner shall be allocated by Declarant on a relative land area basis, with any Common Areas maintained by Declarant included within CAM Expenses located on each Tract owner's Tract deducted from (1) the land area of such Tract owner's Tract, and (2) the aggregate total of land area of all of the Tracts. In the event Declarant makes a CAM Election, Declarant may promulgate such reasonable, non-discriminatory rules and regulations for the Tracts as Declarant deems reasonable and necessary, and the owners of each Tract shall be bound thereby.

Declarant may from time to time elect to cancel ("**CAM Cancellation**") any CAM Election and no longer be responsible for the repair and maintenance of the Common Areas located on the Tracts in the manner hereinafter set forth. Any such CAM Cancellation shall be in writing and shall be given to each of the owners of the Tracts, and shall specify a date, no earlier than ninety (90) days following the date of the CAM Cancellation, by which Declarant shall no longer be responsible for the maintenance and repair of the Common Areas located on the Tracts. In the event Declarant makes a CAM Cancellation, the owner of each of the Tracts shall, on the date specified in the CAM Cancellation, resume responsibility for the maintenance and repair of the Common Areas located on its respective Tract in the manner required by Section 5(a) and Section 5(b) hereof and shall resume making the quarterly payments contemplated by said Section 5(b). Nothing herein contained shall preclude Declarant from making a CAM Election subsequent to a CAM Cancellation.

(d) Operation, Repairs and Maintenance of the Parking Deck. Declarant shall, subject to reimbursement as hereinafter provided, in a manner consistent with primarily residential (with a retail component) mixed use transit oriented projects in the west suburban Chicago, Illinois, area, keep the Parking Deck in good order, condition and repair. In addition to payment of other amounts described in this Section 5, the owner of each Tract shall pay to Declarant on a monthly basis, in advance, in accordance with the reasonable estimate of Declarant, and subject to re-estimation by Declarant from time to time and adjustment after the end of the year on the basis of the actual costs for such year, its share of Parking Deck Expenses, which share, with respect to the Residential Tract, being equal to the quotient obtained by dividing (i) the number of parking stalls within the Residential Portion of the Parking Deck by (ii) the total number of parking stalls within the Parking Deck, and which share, with respect to the

Retail Tract, being equal to the quotient obtained by dividing (i) the number of parking stalls within the Retail Portion of the Parking Deck by (ii) the total number of parking stalls within the Parking Deck.

(e) Books and Records. Declarant shall, at the request of any Tract owner, make available to such Tract owner for its inspection and examination all of the books and records that relate to the determination of the amounts due and owing as provided in Section 5(c) and Section 5(d) hereof. Declarant also agrees to make such books and records available to an independent certified accountant selected by such Tract owner, for review and audit, at the requesting Tract owner's sole cost and expense. If such audit reveals an error in any such amount or adjustment, an appropriate adjustment shall be made based upon such audit, and if any such error reveals an overpayment by any such Tract owner in excess of 5% of the amount actually due and owing by any such Tract owner, Declarant shall pay the reasonable cost of such audit.

6. INDEMNIFICATION. The owner of each Tract agrees to defend, indemnify and hold harmless the other Tract owner from and against any and all claims, actions, damages, fines, liabilities and expenses of every kind, nature and sort whatsoever (including reasonable attorney's fees, court costs and expenses) which may be imposed upon, incurred by or asserted against the indemnified party by any third party in connection with loss of life or personal injury arising from or relating to any occurrence in, upon or at the Tract owned by the indemnifying party, or any part thereof, or from exercise of the easement rights granted herein, except to the extent caused by the willful or negligent acts or omissions of the indemnified party. With respect to any indemnification provided for hereunder, the indemnifying owner shall immediately respond and take over the expense, defense and investigation of all such claims arising under this indemnity.

Each Tract owner ("**Releasing Owner**") shall release and waive for itself, and each person claiming by, through or under it, by way of subrogation or otherwise, the other Tract owner ("**Released Owner**") from any liability for any loss (including any deductible loss, except as expressly provided below) or damage to any property of such Releasing Owner located upon any portion of the Project and for any business conducted upon any portion of the Project, without regard to any negligence on the part of the Released Owner which may have contributed to or caused such loss, or of the amount of such insurance required to be carried or actually carried; provided, however, the foregoing release shall not apply to any loss or damage attributable to an environmental condition caused by the Released Owner and, to the extent any loss or damage is caused by the negligence or willful misconduct of the Released Owner or its agents, employees or contractors and all or any portion of such loss or damage is "deductible," then the Released Owner shall pay to the Releasing Owner the amount of such deductible loss (not to exceed \$25,000 per event). Each Tract owner agrees to use all reasonable efforts to obtain, if needed, appropriate endorsements to its policies of insurance with respect to the foregoing release; provided, however, that failure to obtain such endorsements shall not affect the release hereinabove given.

7. INSURANCE. Each Tract owner shall cause to be procured and maintained commercial general liability insurance with coverage in an amount of not less than \$3,000,000.00 per occurrence, which policy or policies shall:

- (a) name as insured the Declarant and Declarant's management agent;
- (b) be written by solvent insurance companies authorized to do business in the State of Illinois;
- (c) provide that such policy or policies may not be canceled by the insurer without first giving each named insured and Declarant at least thirty (30) days' prior written notice;

(d) protect and insure the parties designated in clause (a) above on account of any loss or damage arising from injury or death to persons or damage or destruction to property caused by or related to or occurring on (i) any such Tract; (ii) any construction or reconstruction that any such Tract owner may perform in connection with such owner's Tract; and (iii) any act or omission of any such Tract owner, and its respective agents, employees, licensees, invitees or contractors on any portion of such Tract; and

(e) include contractual liability coverage insuring the indemnity obligations provided for herein.

Any such coverage shall be deemed primary to any liability coverage secured by any other Tract owner covering such owner's Tract.

Each Tract owner shall also keep any building improvements located on its Tract insured in an amount equivalent to the full replacement value thereof (excluding foundation, grading and excavation costs) against loss or damage by fire and such other risks of a similar or dissimilar nature customarily covered with respect to buildings and improvements similar in construction, general location, use, occupancy and design to such building improvements.

Nothing herein contained shall prevent any Tract owner from taking out insurance of the kind and in the amount provided for hereunder under a blanket insurance policy or policies which may cover other properties owned or operated by such Tract owner as well as its Tract; provided, however, that any such policy of blanket insurance of the kind provided for shall specify therein the amounts thereof allocated to such Tract or such Tract owner shall furnish each other Tract owner with a written statement from the insurers under such policies specifying the amounts of the total insurance allocated to such Tract, and provided further, that such policies of blanket insurance shall, as respects such Tract, contain the various provisions required of such an insurance policy by the foregoing provisions of this Declaration. Further, if any Tract owner demonstrates to Declarant that it has a tangible, net financial worth in accordance with generally accepted accounting principles consistently applied of at least \$200,000,000.00, as evidenced by financial statements certified by its chief financial officer, such Tract owner may elect to act as a self insurer in respect to the insurance coverages required to be maintained under this Declaration. If such Tract owner so elects to become a self-insurer, such Tract owner shall deliver to Declarant and to each other Tract owner notice in writing of the required coverages which it is self-insuring setting forth the amounts, limits and scope of the self-insurance in respect to each type of coverage self-insured. Any such Tract owner agrees to defend, indemnify and hold harmless the other Tract owner from and against any loss, cost, damage, expense (including attorneys' fees and court costs), claim, cause of action or liability that would have been covered by the insurance policy replaced by the self-insurance.

Each Tract owner shall deliver binders of or certificates evidencing such policies of insurance to each other Tract owner upon demand.

8. **DAMAGE AND DESTRUCTION.** In the event of any damage or destruction to any buildings to be constructed on any of the Tracts, the owner of said Tract promptly shall remove all rubble and debris resulting from such damage or destruction and shall commence restoration within six (6) months of such damage or destruction and shall complete restoration of such damage or destruction within twelve (12) months after the date thereof, or shall forthwith remove all rubble and debris resulting from such damage or destruction and restore the site to a safe, orderly and clean condition as soon as possible and maintain landscaping as required by the Village, provided that the time periods described herein shall be deferred for a period, not to exceed an aggregate of three hundred sixty-five (365) days, equal to any delay caused by reason of the occurrence of an Event of Force Majeure.

9. **USE.** The Project shall be used only for any activity proscribed on Exhibit D attached hereto and made a part hereof unless otherwise specifically approved by the Village. All uses shall comply with the applicable zoning ordinances of the Village. Said zoning ordinances shall govern if inconsistent herewith to the extent actually inconsistent. If not inconsistent herewith, the standards herein contained shall be considered as requirements in addition to said zoning ordinances.

10. **NOT A PUBLIC DEDICATION.** Except for the easements granted to the Village in accordance with Section 1(i) of this Declaration, nothing herein contained shall be deemed to be a grant or dedication of any portion of the Project to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed. Declarant shall have the right to close any portion of the Project owned by Declarant to the extent as may, in Declarant's reasonable opinion, be necessary to prevent a dedication thereof or the accrual of any rights to any person or the public therein; provided, however, that no such closure may be made inconsistent with or in derogation of the easement rights granted herein to the Village and the general public and provided further, however, that in the exercise of any rights pursuant to this Section 10, Declarant shall use commercially reasonable efforts to minimize interference with any of the other easements granted by this Declaration.

11. **RIGHTS AND OBLIGATIONS OF LENDERS.** If by virtue of any right or obligation set forth herein a lien shall be placed upon any one of the Tracts, such lien shall be expressly subordinate and inferior to the lien of any first mortgage lienholder now or hereafter placed on such Tract except those liens recorded prior to recordation of any such first mortgage. Except as set forth in the preceding sentence, however, any holder of a first mortgage lien on any one of the Tracts, and any assignee or successors in interest of such first mortgage lienholder, shall be subject to the terms and conditions of this Declaration.

12. **ENFORCEMENT.** Except as otherwise expressly set forth below, the covenants, conditions and restrictions set forth herein shall be enforceable only by Declarant and the Village as provided herein, and shall be enforceable by:

(a) Injunctive relief, prohibitive or mandatory, to prevent the breach of or to enforce the performance or observance of said covenants, conditions and restrictions; or

(b) A money judgment for damages by reason of the breach of said covenants, conditions and restrictions; or

(c) Any combination of the foregoing.

In addition, in the event any Tract owner fails to comply with the covenants, conditions and restrictions set forth in this Declaration, Declarant may take such action as Declarant deems appropriate to effect such compliance without waiving Declarant's rights under this Declaration, at law or in equity and without releasing such Tract owner from compliance with the covenants, conditions and restrictions under this Declaration; provided, however, Declarant shall not be entitled to cure any such failure unless Declarant has first given the Tract owner written notice of such failure and such Tract owner has not cured such failure within ten (10) days of such notice or, in case such cure cannot be effected within said 10-day period and such Tract owner is diligently pursuing such cure, such additional period as may be reasonably necessary to effect such cure, and provided further that, with respect to a failure by a Tract owner to maintain insurance set forth in Section 4(b)(i) and Section 7 hereof or with respect to any event, fact or circumstance which involves imminent threat of injury or damage to persons or property, or with respect to a failure by a Tract owner to comply with the covenants, conditions and restrictions set forth in Section 1(a) hereof, the aforesaid cure period shall not apply. All reasonable costs incurred by Declarant

in curing any non-compliance by any Tract owner with the covenants, conditions and restrictions set forth in this Declaration shall be due from any such Tract owner upon demand, and, in addition, such Tract owner shall pay interest on such costs from the date of expenditure by Declarant until the date of reimbursement by any such Tract owner, at the Interest Rate.

The failure of Declarant to enforce any provisions of the covenants, conditions and restrictions herein contained upon the violation thereof as to one or more Tracts (or one or more Tract owners) shall in no event be deemed to be a waiver of its rights to do so as to a subsequent violation or as to any other Tract (or any other Tract owner). Each Tract owner that fails to comply with the covenants, conditions and restrictions set forth in this Declaration shall pay any and all reasonable costs and expenses incurred by Declarant in connection with enforcement by Declarant of the rights and remedies set forth in this Section 12 against any such Tract owner including, without limitation, all reasonable attorneys' fees and consulting fees and all court costs and filing fees related thereto.

Anything in this Section 12 to the contrary notwithstanding, (i) if any Tract owner fails to comply with the covenants, conditions and restrictions set forth in this Declaration and Declarant has not taken any action to effect such compliance, then any other Tract owner shall have the right to cause Declarant to use commercially reasonable efforts to take such action as Declarant deems appropriate to effect such compliance, which action shall be at the sole cost and expense of the requesting Tract owner, and (ii) if Declarant fails to exercise its rights and responsibilities under this Declaration in accordance with the provisions herein contained, then the Village and/or any Tract owner shall have the right to institute legal proceedings against Declarant to require Declarant to so exercise such rights and responsibilities, but no such proceedings shall subject Declarant to any damages by reason of Declarant's failure to so exercise such rights and responsibilities, it being understood that neither the Village nor any Tract owner shall have any claim, and the Village and each Tract owner hereby waives the right to claim against Declarant for damages by reason of Declarant failing to exercise its rights and responsibilities under this Declaration, and the Village's and each Tract owner's only remedy shall be an action for specific performance or injunction to enforce any such failure to exercise Declarant's rights and responsibilities, as aforesaid.

If Declarant fails to perform the covenants set forth in Section 5(a), Section 5(b)(ii), Section 5(c) or Section 5(d) hereof, subject to and in accordance with the conditions and limitations set forth therein and such failure continues for thirty (30) days (or such longer period as may be reasonably required to cure such failure, provided Declarant commences to cure such failure within such 30-day period) after the Village provides written notice thereof to Declarant and any Holder of any Tract owned by Declarant of whom the Village has been given prior written notice, then the Village shall be permitted to perform such covenants (and, to effect such performance, the Village will have and is hereby granted, without any further action of Declarant, a temporary easement to enter upon, on, and over the Common Areas for the sole and exclusive purposes of effecting such performance as may be temporarily and reasonably necessary) and Declarant shall reimburse the Village for the actual costs incurred by the Village for performing the cure within 30 days after receipt by Declarant of written demand from the Village including a detailed invoice covering the labor and materials expended and used by the Village in so performing the cure; provided, however, in the event of any emergency which threatens imminent damage or peril to life persons or property as a result of the failure of Declarant to perform the covenants set forth in Section 5(a), Section 5(b)(ii), Section 5(c) or Section 5(d) hereof, the Village shall, as soon as practicable under the circumstances, notify Declarant and any Holder of any Tract owned by Declarant of whom the Village has been given prior written notice of such emergency and, without regard to the 30-day cure period prescribed above, may take only such measures as are reasonably necessary to substantially diminish the effect of such emergency, thereby affording Declarant the opportunity to effect a cure of the same in accordance with the provisions of this Declaration. Any amounts expended by the Village may be included in the cost of CAM Expenses as if the same had been performed by Declarant.

If Declarant fails to reimburse the Village within the 30-day period prescribed above, then the Village may furnish a written notice (the "Second Notice") stating that Declarant has so failed to timely reimburse the Village (which such written notice shall be accompanied by a copy of the prior written demand from the Village and a copy of the bills and invoices required above). If Declarant fails to reimburse the Village within ten (10) days after receipt of the Second Notice, then any amounts due from Declarant to the Village pursuant to this Section 12 shall be secured by a lien upon any Tract owned by Declarant, effective upon the recording thereof in the Office of the Recorder of Deeds of Cook County, Illinois, provided such lien shall be expressly subordinate and inferior to the lien of any mortgage lienholder now or hereafter placed on such Tract, except those liens, if any, recorded by the Village pursuant to this Section 12 prior to recordation of any such mortgage. Any such lien may be foreclosed upon in the same manner as provided for enforcement of mechanics liens or liens securing mortgage indebtedness. Declarant acknowledges and agrees that the Village is a third-party beneficiary of the rights granted to the Village pursuant to this grammatical paragraph and shall be entitled to enforce the same directly against Declarant by exercise of any right or remedy available to the Village at law or in equity, and Declarant agrees to refrain from amending this grammatical paragraph without the prior written consent of the Village.

13. **PARTIAL INVALIDITY.** Invalidation of any of the provisions of the covenants, conditions and restrictions herein contained, whether by order of court of competent jurisdiction, or otherwise, shall in no way affect any of the provisions which shall remain in full force and effect.

14. **MISCELLANEOUS.** Any consent or approval required of Declarant hereunder may be given by the person(s) or entity(s) holding beneficial ownership in Declarant. Failure by Declarant to respond to a request for any approval or consent required of Declarant hereunder within fifteen (15) days of such request accompanied by all supporting documents and materials required to be furnished to Declarant shall constitute an approval or consent of the matter requested and for which required supporting documentation and materials have been furnished. Subject to the requirements set forth in the next succeeding sentence, all rights and responsibilities reserved to Declarant hereunder may be exercised by the owner of the Residential Tract; if there is more than one (1) owner of the Residential Tract, such owners shall designate a single owner to act as Declarant. Declarant may transfer the rights and responsibilities reserved to it hereunder to any other person(s) or legal entity (provided such person(s) or legal entity will be the owner of the Residential Tract) by written instrument recorded in the Recorder's Office of Cook County, Illinois, but only if such instrument specifically gives the transferee the right to enforce the provisions of this Declaration. Mere purchase of the Residential Tract or any portion thereof shall confer no right to enforce the aforesaid provisions. Wherever a transfer occurs in the ownership of any Tract, the transferor shall have no further liability for breach of covenant occurring thereafter. Each Tract owner agrees to look solely to the interest of the other Tract owner in its Tract for the recovery of any judgment from such owner, it being agreed that the owner of such Tract and its partners, directors, officers, members, managers or shareholders shall never be personally liable for such judgment. In the event any Tract is subdivided after the Effective Date, the benefits and burdens created hereby shall benefit and be binding upon any tract(s) created by such subdivision, and all references herein to any such Tract shall mean and refer to the tract(s) created by such subdivision, and all rights and obligations of the Tract owner shall be deemed to be the rights and obligations of the owner(s) of any tract created by such subdivision. Declarant shall have the unilateral right to amend this Declaration by recording an executed amendment in the Recorder's Office of Cook County, Illinois, unless such amendment would materially and adversely affect any Tract not owned by Declarant, in which case any such amendment shall require the consent of the Tract owner so materially and adversely affected thereby, and if Declarant desires to so amend this Declaration, then the owner(s) of the Tract(s) (and the Holder(s) encumbering such Tract(s)) shall, within fifteen (15) days after written from Declarant, execute and deliver such instruments as may be reasonably requested by Declarant to evidence such amendment to this Declaration, and if such owner(s) (or such Holder(s)) has failed to so execute such instruments within said 15-day period, then

such owner(s) (or such Holder(s)) irrevocably constitutes and appoints Declarant as such owner(s) (or such Holder(s)) agent and attorney-in-fact to execute and deliver such instruments, which appointment includes full power of substitution and shall be deemed coupled with an interest.

15. **FAILURE TO PAY AMOUNTS DUE AND OWING.** Any amounts due from any Tract owner under this Declaration which are not paid when due shall bear interest from the due date until the date of payment at the Interest Rate, and such amounts shall be secured by a lien upon such owner's Tract, effective upon the recording thereof in the Recorder's Office of Cook County, Illinois. Any such lien may be foreclosed upon in the same manner as provided for enforcement of mechanics liens or liens securing mortgage indebtedness.

16. **RIGHTS RESERVED.** Declarant retains, reserves and shall continue to enjoy the use of the Tracts for any and all purposes which do not interfere in any material respect with or prevent the use by the Tract owners of the easements granted herein. Without limiting the generality of the foregoing, it is understood that the Site Plan is intended only for identifying the real estate comprising the Tracts and the approximate boundary lines of the individual parcels, and that the Site Plan is not to be considered or construed as a representation, warranty or covenant that the shape, size, location, number and extent of building improvements shown thereon shall be constructed. In furtherance thereof, Declarant reserves the right to change from time to time the dimensions and location of the Common Areas and the location, dimensions, identity and type of any parking areas or buildings in the Tracts and to construct additional buildings, additions to existing buildings, and other improvements in the Tracts, to eliminate buildings from the Tracts, to increase the land size or otherwise modify the configuration of the Tracts shown on the Site Plan, and to change the name, address, number or designation by which the Tracts are commonly known; provided, however, in the exercise of such rights, Declarant shall not materially and adversely affect access to, visibility of, or parking serving any Tract.

17. **RELOCATION OF EASEMENTS.** Declarant reserves the right at any time and from time to time to relocate all or a portion of the easements granted by Declarant herein other than the easements granted to the Village, provided that (i) the easements so relocated will be of substantially equivalent usefulness for the purposes stated in this Declaration, (ii) all costs incurred to effect such relocation shall be paid by Declarant, (iii) Declarant shall interfere with the business being operated on the Tract benefitted by the easement being relocated as little as reasonably possible in the exercise of Declarant's rights herein, and (iv) Declarant shall provide prior written notice of any such relocation to the owner(s) of the Tract(s) benefitted by the easement(s) being relocated.

18. **ESTOPPEL CERTIFICATE.** Declarant shall, upon the written request (which shall not be more frequent than three (3) times during any calendar year) of any owner of any Tract, issue to such owner or its prospective mortgagee or purchaser, an estoppel certificate stating, to the best of the Declarant's knowledge:

- (i) whether it knows of any default under this Declaration by the requesting Tract owner, and if there are known defaults, specifying the nature thereof;
- (ii) whether this Declaration has been assigned, modified or amended in any way by it and if so, then stating the nature thereof;
- (iii) whether this Declaration is in full force and effect; and
- (iv) whether there are any sums due and owing by any owner of any Tract under this Declaration.

In addition, the Village shall, upon the written request of Declarant, issue to Declarant or its prospective mortgagee or purchaser, an estoppel certificate stating, to the best knowledge of the Village: (i) whether it knows of any default of Declarant with respect to the covenants set forth in this Declaration, and if there are known defaults, specifying the nature thereof; (ii) whether this Declaration has been assigned, modified or amended in any way by the Village and if so, then stating the nature thereof; and (iii) whether there are any sums due and owing by Declarant to the Village under this Declaration.

19. **ASSOCIATION.** It is anticipated that the owner of the Residential Tract may develop Tract 1 as one or more condominiums (collectively, a "**Condominium**"). If the Residential Tract is developed as a Condominium, then, as part of any such Condominium, the owner of the Residential Tract shall create and establish a condominium or like association that shall be responsible for (i) the operation, maintenance, repair and replacement of the utilities on and serving solely the Residential Tract, (ii) the operation, maintenance, repair and replacement of the interior building systems (including, without limitation, vertical transportation systems) forming a part of the common elements of such Condominium, (iii) the interior building areas (including, without limitation, lobbies, stairwells and hallways) forming a part of the common elements of such Condominium, (iv) any parking garages within any such Condominium, and (v) all other areas of the Residential Tract which the individual owners of each of the Condominium units within such Condominium have a common right to use and enjoy. If any such association is created and established, then the owner of the Residential Tract shall notify Declarant, in writing, thereof, and the owner of the Residential Tract shall, pursuant to written notice which shall be recorded in the Office of the Recorder of Cook County, Illinois, assign its rights (which may include the rights as Declarant if the owner of the Residential Tract is then acting as Declarant hereunder) under this Declaration to, and shall cause its obligations under this Declaration to be assumed by, such association whereupon the rights, duties and obligations related to the Residential Tract set forth in Sections 1, 3, 4, 5, 6, 7, 8, 12, 14, 17 and 18 hereof, shall not be the responsibility of the individual owners of each of the individual residential Condominium units, if any, developed by the owner of the Residential Tract. It is the intent of Declarant that if the owner of the Residential Tract causes the creation and establishment of such association with respect to the Residential Tract, then the rights and obligations contained in this Declaration shall be the rights and obligations of such association and not the rights and obligations of each of the individual Condominium unit owners; provided, however, each Condominium unit and the owner thereof shall be subject to any and all easements and use restrictions set forth in this Declaration.

20. **CONSTANT DOLLARS.** All references to dollar amounts contained in this Declaration shall be in 2014 dollars. To maintain equivalency with 2014 dollars, all such dollar amounts shall be adjusted on January 1, 2017 and thereafter at three year intervals on January 1st (*i.e.* January 1, 2020; January 1, 2023; etc.) by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the CPI during the month of December immediately prior to the commencement of the applicable 3-year period, and the denominator of which shall be the CPI published during the month of December immediately prior to the commencement of the prior 3-year period (or, in the case of the first such adjustment, the CPI published during December, 2013); provided, however, in no event shall such fraction be deemed to be less than 1.00. If publication of the CPI is discontinued, or if the basis of calculating the CPI is materially changed (other than customary decennial adjustments to the expenditure weights attached to the categories of goods and services comprising the CPI), then Declarant shall substitute for the CPI comparable statistics as computed by an agency of the United States Government or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been achieved by the CPI.

21. **NOTICE.** All notices and demands herein required or permitted shall be in writing and shall be sent by United States Certified Mail return receipt requested, personal delivery, recognized overnight courier (guaranteeing next day delivery) or facsimile with proof of transmission. Any notice to Declarant shall be delivered to Opus Development Company, L.L.C., 9700 Higgins Road, Suite 900,

Rosemont, Illinois 60018, Attention: Vice President, Facsimile Number: (847) 318-1625, with a copy to: Opus Holding, L.L.C., 10350 Bren Road West, Minnetonka, Minnesota 55343, Attention: Legal Department, Facsimile Number: (952) 238-6734. All notices shall be deemed given two (2) business days following deposit in the United States mail with respect to a certified mail, one (1) business day following deposit if delivered to an overnight courier guaranteeing next day delivery (with receipt) or on same day if sent by personal delivery or telecopy (with proof of transmission), or on the first date of any rejection. Attorneys for the owner of a Tract shall be authorized to give notices for such owner. Declarant may change its address for the service of notice by giving written notice of such change to the owners of the other Tracts in the manner above specified.

22. **EXHIBITS.** The following exhibits are made a part hereof, with the same force and effect as if specifically set forth herein:

Exhibit A	Site Plan
Exhibit B	Legal Description
Exhibit C	Utility Plan
Exhibit D	Use Restrictions
Exhibit E	Sign Criteria
Exhibit F	Definitions
Exhibit G	Interim Landscaping Plan

23. Village Consent to Certain Amendments. No amendment, modification, or other change to this Declaration (collectively "**Amendment**") shall be made without the prior express written consent of the Village if that amendment (a) materially affects the easement rights granted herein to the Village or the Village's exercise of such rights in accordance with this Declaration, (b) affects any obligation of Declarant or any Tract Owner to comply with all applicable ordinances, codes, and regulations of the Village, or (c) would result in this Declaration conflicting with any ordinance, code, or regulation of the Village.

*[Signature Page Follows]*



**JOINDER BY VILLAGE**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village of La Grange, an Illinois municipal corporation, joins in the execution of this Declaration for the sole and exclusive purposes of acknowledging and accepting the easement grants and rights, duties and responsibilities set forth in Section 1(i) of this Declaration and the rights and remedies granted to the Village as set forth in Sections 12 and 23 of this Declaration.

Village of La Grange,  
an Illinois municipal corporation

By: \_\_\_\_\_  
Village President

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF COOK        )

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT \_\_\_\_\_, the President of the Village of La Grange, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said municipal corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

JOINDER

The undersigned, Young Men's Christian Association of Chicago, as constituted pursuant to Special Acts, of the Illinois General Assembly in 1861, as amended in 1867, hereby joins in the execution of this Declaration to evidence the agreement of, and consent by Young Men's Christian Association of Chicago, as constituted pursuant to Special Acts, of the Illinois General Assembly in 1861, as amended in 1867 to subject and subordinate Tract 2 to the terms, obligations and conditions of this Declaration.

Young Men's Christian Association of Chicago

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

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF DUPAGE        )

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT \_\_\_\_\_, the \_\_\_\_\_ of Young Men's Christian Association of Chicago, as constituted pursuant to Special Acts, of the Illinois General Assembly in 1861, as amended in 1867, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said municipal corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

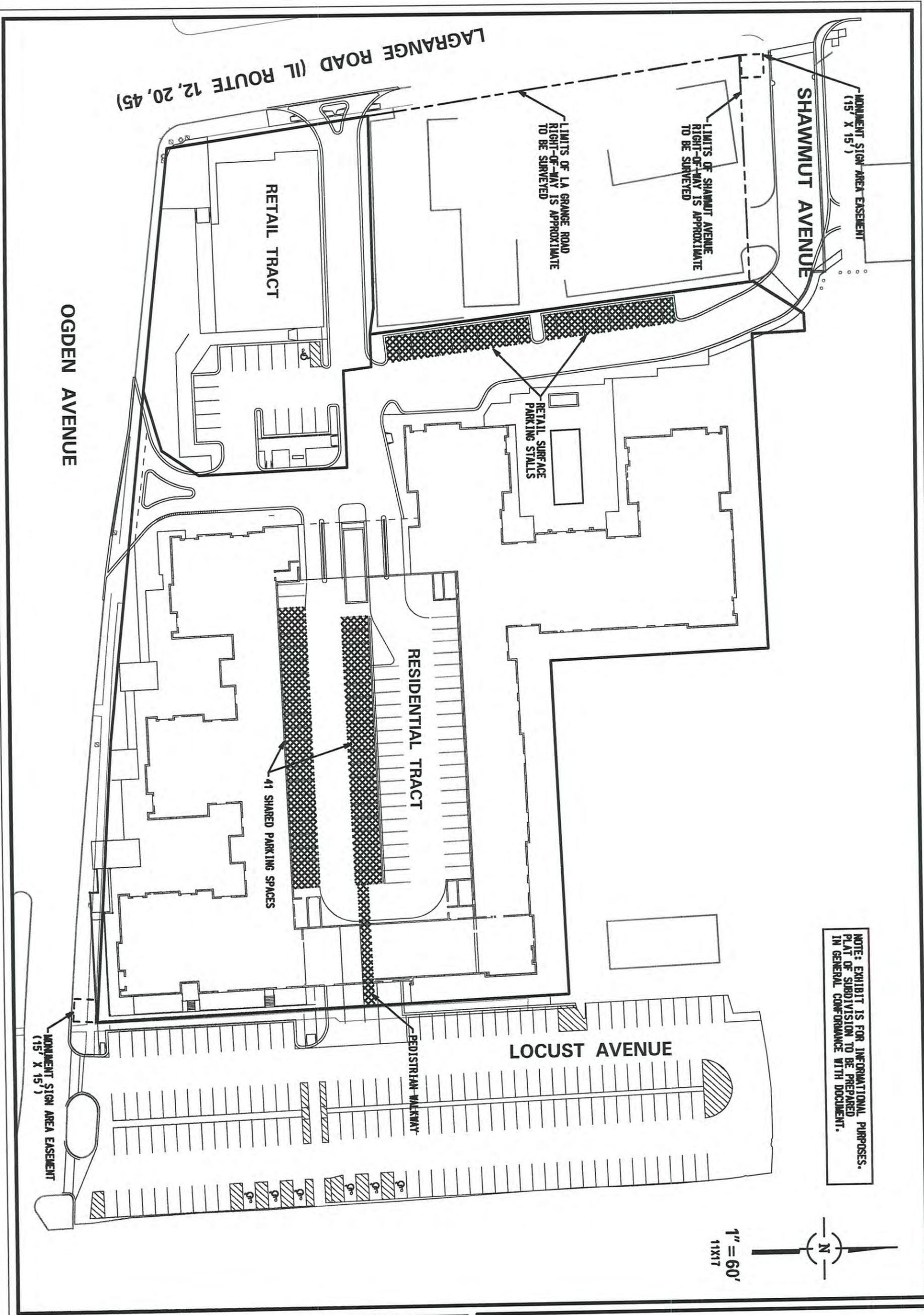
**DRAFT**

**EXHIBIT A**

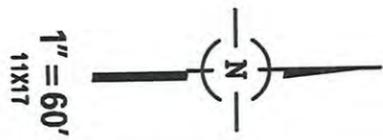
**Site Plan**

**[To be attached.]**

5-A.138



NOTE: EXHIBIT IS FOR INFORMATIONAL PURPOSES. PLAT OF SUBDIVISION TO BE PREPARED IN GENERAL CONFORMANCE WITH DOCUMENT.



**CONSULTING ENGINEERS**  
**SITE DEVELOPMENT ENGINEERS**  
**LAND SURVEYORS**

9575 W. Higgins Road, Suite 700,  
 Rosemont, Illinois 60018  
 Phone: (847) 696-4060 Fax: (847) 696-4065

DATE: 10/17/2014      FILENAME: LOTS.DGN      JOB NO: 7982

**EXHIBIT "A" SITE PLAN**

**UPTOWN LA GRANGE**  
 LA GRANGE, IL

**EXHIBIT B**  
**Legal Descriptions**

564006.00488.22968980.2  
564006.00488.22968980.4

B-1  
*5-A.139*

## EXHIBIT "B" – LEGAL DESCRIPTION

NEW LOT 1:

THAT PART LOT 6 IN BLOCK 3 IN LYMAN'S ADDITION TO LA GRANGE A SUBDIVISION, ALSO, LOTS 2 AND 3 IN LIZZIE E. LYMAN'S SUBDIVISION, ALSO, LOT 7, 8, 9, 10, 17, 18 AND 19 IN BLOCK 3 IN SHAWMUT AVENUE ADDITION TO LA GRANGE, ALSO, THAT PART OF THE SOUTH HALF OF VACATED SHAWMUT AVENUE, ALL IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 18; THENCE NORTH 86 DEGREES 26 MINUTES 07 SECONDS WEST (BEING AN ASSUMED BEARING) ALONG THE SOUTH LINE OF LOT 18 AFORESAID 187.52 FEET; THENCE NORTH 83 DEGREES 56 MINUTES 47 SECONDS WEST ALONG THE SOUTH LINE OF LOTS 2, 3 AND 18 AFORESAID 233.98 FEET; THENCE NORTH 73 DEGREES 19 MINUTES 55 SECONDS EAST 41.30 FEET; THENCE NORTH 33 DEGREES 48 MINUTES 28 SECONDS EAST 30.03 FEET; THENCE NORTH 02 DEGREES 13 MINUTES 43 SECONDS WEST 100.50 FEET; THENCE SOUTH 88 DEGREES 16 MINUTES 48 SECONDS WEST 64.09 FEET; THENCE NORTH 07 DEGREES 05 MINUTES 08 SECONDS WEST 19.00 FEET; THENCE SOUTH 88 DEGREES 16 MINUTES 48 SECONDS WEST 21.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTH 07 DEGREES 05 MINUTES 08 SECONDS WEST ALONG THE WEST LINE OF LOTS 6 AND 10 AFORESAID 261.46 FEET TO THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE NORTH 33 DEGREES 01 MINUTES 07 SECONDS EAST ALONG A LINE (WHICH IF EXTENDED WOULD INTERSECT THE SOUTHEAST CORNER OF LOT 4 IN BLOCK 2 IN SHAWMUT AVENUE ADDITION TO LA GRANGE, AFORESAID) A DISTANCE OF 40.39 FEET TO ITS INTERSECTION WITH THE CENTER LINE OF VACATED SHAWMUT AVENUE AS ORIGINALLY PLATTED; THENCE NORTH 87 DEGREES 40 MINUTES 08 SECONDS EAST, ALONG SAID ORIGINAL CENTER LINE OF SAID STREET A DISTANCE OF 11.66 FEET TO ITS INTERSECTION WITH THE NORTHWARD EXTENSION OF SAID WEST LINE OF THE EAST 15 FEET OF LOT 10; THENCE SOUTH 02 DEGREES 19 MINUTES 44 SECONDS EAST, ALONG THE WEST LINE OF THE EAST 15 FEET OF LOT 10 AND ITS NORTHWARD EXTENSION A DISTANCE OF 35.49 FEET TO THE SOUTH LINE OF THE NORTH 2.50 FEET OF SAID LOT 10; THENCE NORTH 87 DEGREES 40 MINUTES 24 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH 2.50 FEET OF LOTS 7, 8, 9, 10 AND 19 AFORESAID, 210.56 FEET TO THE WEST LINE OF THE EAST 73.52 FEET OF SAID LOT 19; THENCE SOUTH 02 DEGREES 19 MINUTES 44 SECONDS EAST ALONG SAID WEST LINE, 147.71 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 19; THENCE NORTH 87 DEGREES 40 MINUTES 24 SECONDS EAST ALONG SAID SOUTH LINE AND THE NORTH LINE OF LOT 17 AFORESAID, 223.37 FEET TO THE NORTHEAST CORNER OF SAID LOT 17; THENCE SOUTH 02 DEGREES 19 MINUTES 44 SECONDS EAST ALONG THE EAST LINE OF LOTS 17 AND 18 AFORESAID, 318.48 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 3.576 ACRES OR 155,778 SQUARE FEET MORE OR LESS.

TO BE KNOWN AS:

LOT 1 IN THE UPTOWN LAGRANGE, BEING A SUBDIVISION IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12,

5-A.140

EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED XXXXXXXXXXXXXXXX, XXXX AS DOCUMENT NUMBER XXXXXXXXXXXXX, IN COOK COUNTY, ILLINOIS.

NEW LOT 2:

THAT PART OF LOT 1 IN THE SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 4, ALSO, LOT 6 IN BLOCK 3 IN LYMAN'S ADDITION TO LA GRANGE A SUBDIVISION, ALSO, LOTS 2 AND 3 IN LIZZIE E. LYMAN'S SUBDIVISION, ALL IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 18 IN BLOCK 3 IN SHAWMUT AVENUE ADDITION TO LA GRANGE; THENCE NORTH 86 DEGREES 26 MINUTES 07 SECONDS WEST (BEING AN ASSUMED BEARING) ALONG THE SOUTH LINE OF LOT 18 AFORESAID 187.52 FEET; THENCE NORTH 83 DEGREES 56 MINUTES 47 SECONDS WEST ALONG THE SOUTH LINE OF LOTS 1, 2, 3 AND 18 AFORESAID 233.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 83 DEGREES 56 MINUTES 47 SECONDS WEST ALONG LAST DESCRIBED LINE 161.30 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 08 DEGREES 19 MINUTES 48 SECONDS WEST ALONG THE WEST LINE OF LOT 1 AFORESAID 137.60 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88 DEGREES 43 MINUTES 01 SECONDS EAST ALONG THE NORTH LINE OF LOT 1 AFORESAID, 127.33 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 81 DEGREES 50 MINUTES 51 SECONDS EAST ALONG THE NORTH LINE OF LOT 2 AFORESAID, 17.69 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTH 88 DEGREES 16 MINUTES 48 SECONDS EAST 21.50 FEET; THENCE SOUTH 07 DEGREES 05 MINUTES 08 SECONDS EAST 19.00 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 48 SECONDS EAST 64.09 FEET; THENCE SOUTH 02 DEGREES 13 MINUTES 43 SECONDS EAST 100.50 FEET; THENCE SOUTH 33 DEGREES 48 MINUTES 28 SECONDS WEST 30.03 FEET; THENCE SOUTH 73 DEGREES 19 MINUTES 55 SECONDS WEST 41.30 FEET; TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 0.721 ACRES OR 31,401 SQUARE FEET MORE OR LESS.

TO BE KNOWN AS:

LOT 2 IN THE UPTOWN LAGRANGE, BEING A SUBDIVISION IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED XXXXXXXXXXXXXXXX, XXXX AS DOCUMENT NUMBER XXXXXXXXXXXXX, IN COOK COUNTY, ILLINOIS.

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5-A.141

**EXHIBIT C**

**Utility Plan**

[To be attached.]

## EXHIBIT D

### REVISED TO MATCH DEVELOPMENT AGREEMENT Permitted Uses

The Project shall be used in whole or in part for only the following purposes:

- Department Stores
- Miscellaneous General Merchandise Stores
- Meat & Fish Markets
- Fruit & Vegetable Markets
- Dairy Products Stores
- Retail Bakeries
- Miscellaneous Food Stores
- Apparel & Accessory Stores, including:
  - Men & Boys Clothing
  - Women Clothing
  - Women Accessory & Specialty Stores
  - Children & Infants Wear Stores
  - Family Clothing Stores
  - Furrier Stores
  - Shoe Stores
  - Miscellaneous Apparel & Accessory Stores
- Home Furniture and Home Furnishings Stores, including:
  - Furniture Stores
  - Floor Covering Stores
  - Drapery Curtain and Upholstery Stores
  - Miscellaneous Home Furnishing Stores
  - Household Appliance Stores
  - Radio, Television and Consumer Electronic Stores
  - Computer and Computer Software Stores
  - Record and Prerecorded Tape Stores
  - Musical Instrument Stores
- Eating and Drinking Places, except those prohibited by Village codes including for example beer taverns, beer parlors, cocktail lounges, and taverns. [Full service sit-down eating places are allowed subject to zoning code requirements relating to available off-street parking.] [Conform to Development Agreement]
- Sporting Good Stores and Bicycle Shops but not including firearms
- Mattress Stores
- Stationary, Arts and Crafts, and Book Stores
- Pharmacies, and Drug and Convenience Stores
- Jewelry Stores

- Pet Supply Stores
- Dry Cleaning and Laundry Receiving Establishments (processing to be done off-site)
- Card and Gift Shops
- Art Galleries
- Antique Shops
- Music Stores including sheet music, recorded music, and musical instrument sales and repair
- Hobby, Toy, and Game Shops
- Barber Shops
- Camera and Photographic Supply Stores
- Office Supply and Service Stores including copying and package delivery services
- Gift, Novelty, and Souvenir Shops
- Candy Stores, not including processing or production of food or candy
- Luggage and Leather Goods Stores
- Coffee and Tea Shops
- Sewing, Needlework, and Piece Goods Stores
- Florists
- Garden, landscape, and patio Stores
- Hardware or Home Improvements Stores
- News Dealers and Newsstands
- Optical Goods Stores
- Miscellaneous Retail Stores but not including auction rooms, firework sales gravestone sales, sale barns, or tombstone sales.
- Shoe Repair Shops
- Interior Decorating, with retail inventory on display
- Watch, Clock, and Jewelry Repair
- Re-upholstery and Furniture Repair

**EXHIBIT E**

**Sign Criteria**

**[Attach applicable sign criteria.]**

## Exhibit E – Sign Criteria

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### Signage:

Uptown will be improved with a signage program as follows:

- Residential Component – Entry signage above entry doors (Wall Sign or attached to the canopy described above) and on entry doors (window sign), signage above the parking garage entrances (west and east sides (both Residential Parking and Shared Parking), either Wall Sign or on the canopy as described above)), one (1) wall sign on a canopy for a potential retail space at the southwest corner of the Residential Component. Applicant is requesting all Wall Signs (or on canopy) be up to 50 square feet each.
- Retail Component – Two (2) on building signs/wall sign (one for each corner) if a single tenant occupies the Retail Component or if the Retail Component is multi-tenant, one (1) on-building sign per tenant that is not above the retail entrance; one (1) sign above each retail entrance (wall sign or on canopy whether single tenant or multi-tenant building), signage on entry doors (window sign), and one (1) Monument Sign/ground sign in the vicinity of Access Point A.
- Monument Sign (Ground Sign) - One (1) Monument sign (Ground Sign)/ will be placed at both Access Point A and B (at the entrance to Shawmut Avenue).
- Way Finding Signage (On Site Informational Signs) – Way Finding Signage will be placed within Uptown to note and direct tenants, guests and visitors to the uses of Uptown.

Applicant has provided examples of compatible signage imagery for Uptown. All signage for the Residential Component and parking will be designed to be compatible with the design of Uptown. Retail signage will be based on the tenant's standard signage subject to municipal code.

## EXHIBIT F

### Definitions

"**CAM Cancellation**" shall have the meaning set forth in Section 5(c).

"**CAM Election**" shall have the meaning set forth in Section 5(c).

"**CAM Expenses**" shall include all Universal Common Area Maintenance Items and all other expenses incurred with respect to the maintenance, lighting, cleaning, inspecting, painting, repair, operation and replacement of the improvements (including, without limitation, retaining walls, landscaping, hardscaping and equipment, such as lighting poles, parking meters and fixtures located within the Common Areas) of the Common Areas, and certain other costs as more particularly described below, as determined by Declarant's accountant in accordance with prudent industry standards, including, without limitation, the following: insurance premiums for the Common Areas; all costs and expenses of removing debris from and for security protection for the Common Areas; all costs and expenses of all service and maintenance contracts for the Common Areas, including, without limitation, windows and general cleaning, surface water, pest control, electronic instruction, fire control and telephone alert systems; costs of collection and disposal of all trash and garbage; all costs and expenses for machinery and equipment used in the operation of the Common Areas; all costs and expenses of maintaining and repairing sprinklers and other fire protection systems, irrigation systems, and heating, air conditioning, electrical, gas, water, telephone and other utility systems serving the Common Areas; all costs and expenses of maintaining and repairing traffic signals and all costs and expenses of traffic regulation, directional signs and traffic consultants; permits, program service and loudspeaker systems; all costs and expenses of operating, maintaining, repairing and replacing any non-public utility system serving the Common Areas; all reasonable charges for interest on and depreciation of equipment installed in, or improvements or alterations made to, the Common Areas which are for the purpose of reducing energy costs, maintenance costs or other CAM Expenses, or which are required under any governmental laws, regulations, or ordinances which were not required as of the Effective Date, so as to amortize the cost of such equipment, improvements or alterations over the reasonable life of the same on a straight line basis; the costs of uniforms, supplies and materials used in connection with the operation and maintenance of the Common Areas; the cost of providing employment and so-called fringe benefits for employees involved in the operation and maintenance of the Common Areas; amounts paid to contractors or subcontractors for work or services performed in connection with the operation, maintenance repair and replacement of the Common Areas; the costs (including rental) of maintaining a management office in the Project; and such other costs or expenses as may be ordinarily incurred in the operation, maintenance, repair and replacement of Common Areas and not specifically set forth herein, including a reasonable management fee (not to exceed 15% of the foregoing costs and expenses).

"**Common Areas**" means the sidewalks, driveways, roadways, parking areas (other than the parking areas contained in the Residential Portion of the Parking Deck), signs, recreation areas, landscaping, retaining walls, walkways, detention areas, trailways, aisles, and other facilities of the Project designed for use by all tenants and occupants of the Project, and their employees, agents, customers and invitees, as shown on the Site Plan. The Common Areas shall not include any buildings (including any appurtenant canopies, supports and other outward extensions) or hardscape areas associated with any buildings constructed on any Tract or Service Areas, or the Residential Portion of the Parking Deck. For purposes of this Declaration, hardscape areas shall mean the area between the perimeter building walls and the curbline on any Tract.

"**Condominium**" shall have the meaning set forth in Article 19.

"CPI" means the Consumer Price Index for All Urban Consumers, U.S. City Average, Subgroup "All Items" (1982-84=100) published by the Department of Labor, Bureau of Labor Statistics.

"Declarant" shall have the meaning set forth in the first paragraph hereof.

"Declaration" shall have the meaning set forth in the first paragraph hereof.

"Effective Date" shall have the meaning set forth in the first paragraph hereof.

"Event of Force Majeure" means strikes, lockouts, labor disputes, inability to obtain labor, materials or reasonable substitutes therefor, acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, insurrection, revolution, sabotage, fire or other casualty, acts of governmental agencies, or other causes (other than lack of funds) beyond a party's reasonable control.

"Grantee" shall have the meaning set forth in Section 1(e)(ii).

"Grantor" shall have the meaning set forth in Section 1(e)(ii).

"Hazardous Substance" shall mean any matter giving rise to liability under the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 9601 et seq. (including the so-called "Superfund" amendments thereto), any other applicable federal, state or local statute, law, ordinance, rule or regulation governing or pertaining to any hazardous substances, hazardous wastes, chemicals or other materials, including, without limitation, asbestos, polychlorinated biphenyls, radon, petroleum, toxic mold and any derivative thereof or any common law theory based on nuisance or strict liability.

"Holder" means the holder(s) of any recorded mortgage, deed of trust, ground lease, "synthetic" lease, master lease, security interest or other security document of line nature encumbering any of the Tract(s).

"Interest Rate" means a rate of interest equal to four percent (4%) per annum in excess of the published prime rate of interest of TCF National Bank (or similar institution if said bank shall cease to exist or to publish such a prime rate) provided that such rate shall not exceed the highest rate permitted by applicable law.

"Interim Landscaping Plan" means the landscaping plan attached hereto as Exhibit G and made a part hereof, as the same may be amended, modified or revised from time to time.

"Monument Sign Area Easement" shall have the meaning set forth in Section 1(h).

"Parking Deck" means the six (6) story parking deck containing approximately 381 parking spaces anticipated to be constructed on the Residential Tract, as the same may exist from time to time.

"Parking Deck Expenses" means all costs and expenses of the type described as CAM Expenses but otherwise attributable to the Parking Deck and all other costs and expenses reasonably incurred by Declarant in connection with keeping, maintaining, operating, replacing, repairing, renewing, repaving, lighting, striping, salting and sealing the Parking Deck, including, without limitation, any and all real estate taxes, insurance premiums, and other similar charges attributable thereto, including a reasonable management fee (not to exceed 15% of the foregoing costs and expenses).

"**Pedestrian Walkway**" shall have the meaning set forth in Section 1(i).

"**Project**" shall have the meaning set forth in Recital C.

"**Real Estate Taxes**" shall mean and include all taxes, installments of assessments and governmental charges of any kind and nature whatsoever, including any area-wide assessment, levied or assessed against the Project and any improvement thereon.

"**Released Owner**" shall have the meaning set forth in Section 6.

"**Releasing Owner**" shall have the meaning set forth in Section 6.

"**Residential Portion of the Parking Deck**" means that portion of the Parking Deck designated by Declarant from time to time for the sole and exclusive purpose of providing the owner of the Residential Tract and the tenants, occupants, customers and invitees of the Residential Tract with parking therein.

"**Residential Tract**" shall have the meaning set forth in Recital C.

"**Retail Portion of the Parking Deck**" means that portion of the Parking Deck designated by Declarant from time to time for the sole and exclusive purpose of providing the general public and the owner of the Retail Tract and the customers, invitees and occupants of the Retail Tract with parking therein.

"**Retail Tract**" shall have the meaning set forth in Recital C.

"**Sanitary Sewer System**" shall mean the sanitary sewer lines and related appurtenances depicted on Exhibit C.

"**Second Notice**" shall have the meaning set forth in Section 12.

"**Service Areas**" shall mean loading and unloading facilities, drive through lanes of any banking or pharmacy facility, any patio area used for restaurant or grocery store operation, and any restaurant pick-up or drive through lanes.

"**Site Plan**" means the site plan attached hereto as Exhibit A and made a part hereof, as the same may be amended, modified or revised from time to time.

"**Storm Sewer System**" shall mean the subsurface storm sewer and drainage lines and surface drainage ways and ponding facilities depicted on Exhibit C.

"**Surface Parking Stalls**" shall have the meaning set forth in Section 1(a)(ii).

"**Tract 1**" shall have the meaning set forth in Recital B.

"**Tract 2**" shall have the meaning set forth in Recital B.

"**Tract(s)**" shall have the meaning set forth in Recital C.

"**Universal Common Area Maintenance Items**" means: (a) all off-site improvements (including off-site detention areas) and all utility lines within the Common Areas, including any detention facilities and irrigation lines, regardless of whether such items are on-site or off-site, any and all real estate taxes, insurance premiums and other similar charges attributable thereto, (b) the Common Areas security program, if any, (c) any Project identification signage, (d) the roads, perimeter driveways and entrance

areas of the Tracts and related site and infrastructure improvements, and any and all real estate taxes, insurance premiums, and other similar charges attributable thereto, (e) the retaining walls, landscaping, streetscape, lighting systems, sprinkler and irrigation systems and related improvements in the Common Areas, and (f) any other Common Area maintenance to the extent the same covers services directly benefiting a Tract owner's Tract, but which cannot be billed to or contracted for separately by the owner of such Tract.

"**Utility Lines**" means the utility lines or systems serving each Tract.

"**Utility Plan**" means the utility plan attached as Exhibit C and made a part hereof, as the same may be amended or revised from time to time.

"**Village**" means the Village of La Grange, Illinois.

"**Water System**" means the portion of the Common Areas located above the water lines and related appurtenances depicted on Exhibit C.

**EXHIBIT G**

Interim Landscaping Plan



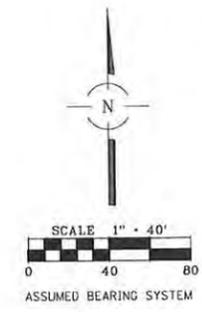
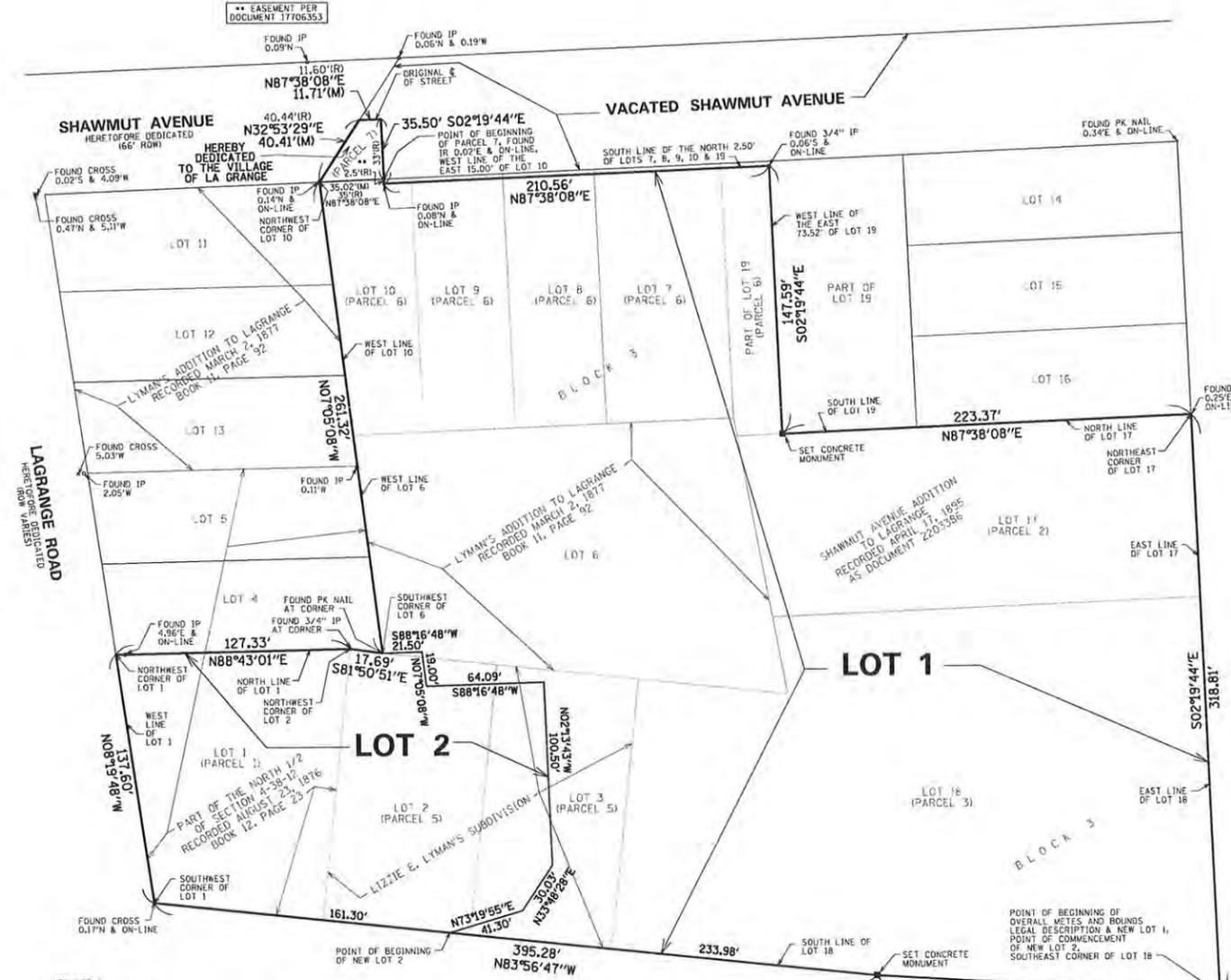
**EXHIBIT E**

**PRELIMINARY PLAT OF SUBDIVISION**

# FINAL PLAT OF SUBDIVISION UPTOWN LAGRANGE

BEING A RESUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH  
RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.L.N.  
18-04-201-006  
18-04-201-007  
18-04-201-008  
18-04-201-009  
18-04-201-014  
18-04-201-015  
18-04-200-044



LOT	SQUARE FEET	ACRES
1	155,060	3.559
2	31,401	0.721
DED.	771	0.018
TOTAL	187,232	4.298

**OWNER'S CERTIFICATE**  
STATE OF ILLINOIS )  
COUNTY OF COOK )

THIS IS TO CERTIFY THAT THE BOARD OF TRUSTEES OF THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF CHICAGO IS THE RECORD OWNER OF THE PROPERTY DESCRIBED HEREON AND THAT IT HAS CAUSED THE SAID PROPERTY TO BE PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE TITLE THEREON INDICATED.

THIS IS ALSO TO CERTIFY THAT AS OWNER OF THE PROPERTY AS LEGALLY DESCRIBED ON THIS PLAT, HAVE DETERMINED TO THE BEST OF OUR KNOWLEDGE THE SCHOOL DISTRICT IN WHICH EACH OF THE FOLLOWING LOTS LIE:

LAGRANGE SCHOOL DISTRICT 102  
LYONS TOWNSHIP HSD 204

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

SIGNED: \_\_\_\_\_

**NOTARY PUBLIC CERTIFICATE**  
STATE OF ILLINOIS )  
COUNTY OF COOK )

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT

OF \_\_\_\_\_ WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE DID SIGN AND DELIVER THIS INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL

THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

NOTARY PUBLIC

**SURFACE WATER DRAINAGE STATEMENT**  
STATE OF ILLINOIS )  
COUNTY OF COOK )

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, ADEQUATE PROVISION HAS BEEN MADE FOR COLLECTION AND CONVEYANCE OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

OWNER'S OR DULY AUTHORIZED ATTORNEY

REGISTERED PROFESSIONAL ENGINEER, LICENSE NO. \_\_\_\_\_  
LICENSE EXPIRES: \_\_\_\_\_

**PLANNING COMMISSION CERTIFICATE**  
STATE OF ILLINOIS )  
COUNTY OF COOK )

APPROVED BY THE PLANNING COMMISSION OF THE VILLAGE OF LAGRANGE, COOK COUNTY, ILLINOIS, AT A MEETING HELD

THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

BY: CHAIRMAN \_\_\_\_\_

ATTEST: SECRETARY \_\_\_\_\_

**VILLAGE BOARD CERTIFICATE**  
STATE OF ILLINOIS )  
COUNTY OF COOK )

ACCEPTED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LAGRANGE, COOK COUNTY, ILLINOIS

THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

BY: PRESIDENT \_\_\_\_\_

ATTEST: VILLAGE CLERK \_\_\_\_\_

**VILLAGE COLLECTOR CERTIFICATE**  
STATE OF ILLINOIS )  
COUNTY OF COOK )

I, \_\_\_\_\_, VILLAGE COLLECTOR OF LAGRANGE, COOK COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS CURRENTLY SUBJECT TO SPECIAL ASSESSMENTS, OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN LEVIED OR APPOINTED AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

VILLAGE COLLECTOR \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**  
STATE OF ILLINOIS )  
COUNTY OF COOK )

WE DECLARE THAT THE ABOVE DESCRIBED PROPERTY WAS SURVEYED AND SUBDIVIDED BY SPACCO, INC., AN ILLINOIS PROFESSIONAL DESIGN FIRM, NUMBER 184-00157, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

WE FURTHER DECLARE THAT THE LAND IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF LAGRANGE, ILLINOIS WHICH HAS ADOPTED A CITY COMPREHENSIVE PLAN AND MAP AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED.

WE FURTHER DECLARE, BASED UPON A REVIEW OF THE FLOOD INSURANCE RATE MAP (F.I.R.M.) COMMUNITY MAP NUMBER 17030478J WITH MAP REVISED AUGUST 19, 2008, IT IS OUR CONSIDERED OPINION THAT THIS PROPERTY LIES WITHIN ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY SAID F.I.R.M. MAP.

WE FURTHER DECLARE THAT STEEL RE-EMPOWERING RODS (UNLESS OTHERWISE NOTED) WILL BE SET AT ALL LOT CORNERS.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY SURVEYS.

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, IN ROSEMONT, ILLINOIS.

JERRY P. CHRISTOPH, P.L.S. No. 035-3540  
LICENSE EXPIRES 11-30-2014

**VILLAGE ENGINEER CERTIFICATE**  
STATE OF ILLINOIS )  
COUNTY OF COOK )

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF LAGRANGE, COOK COUNTY, ILLINOIS.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

VILLAGE ENGINEER \_\_\_\_\_

REVISIONS:	DATE: 10/15/2014
10/17/2014	JOB NO: 7982
	FILENAME: 7982SUB-01
	SHEET: 1 OF 1



**CONSULTING ENGINEERS**  
**SITE DEVELOPMENT ENGINEERS**  
**LAND SURVEYORS**

9575 W. Higgins Road, Suite 700,  
Rosemont, Illinois 60018  
Phone: (847) 696-4060 Fax: (847) 696-4065

**NEW LOT 1:**  
THAT PART OF LOT 6 IN BLOCK 3 IN LYMAN'S ADDITION TO LA GRANGE A SUBDIVISION, ALSO, LOTS 2 AND 3 IN LIZZIE E. LYMAN'S SUBDIVISION, ALSO, LOT 1, 8, 9, 10, 11, 18 AND 19 IN BLOCK 3 IN SHAWMUT AVENUE ADDITION TO LA GRANGE, ALSO, THAT PART OF THE SOUTH HALF OF VACATED SHAWMUT AVENUE, ALL IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 18; THENCE NORTH 86 DEGREES 26 MINUTES 07 SECONDS WEST BEING AN ASSUMED BEARING ALONG THE SOUTH LINE OF LOT 18 AFORESAID 187.52 FEET; THENCE NORTH 83 DEGREES 56 MINUTES 47 SECONDS WEST 73 ALONG THE SOUTH LINE OF LOTS 2, 3 AND 18 AFORESAID 233.98 FEET; THENCE NORTH 73 DEGREES 19 MINUTES 55 SECONDS EAST 41.30 FEET; THENCE NORTH 33 DEGREES 48 MINUTES 28 SECONDS EAST 30.03 FEET; THENCE NORTH 02 DEGREES 13 MINUTES 43 SECONDS WEST 100.50 FEET; THENCE SOUTH 88 DEGREES 16 MINUTES 48 SECONDS WEST 64.09 FEET; THENCE NORTH 01 DEGREES 05 MINUTES 08 SECONDS WEST 19.00 FEET; THENCE SOUTH 88 DEGREES 16 MINUTES 48 SECONDS WEST 21.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTH 07 DEGREES 05 MINUTES 08 SECONDS WEST ALONG THE WEST LINE OF LOTS 6 AND 10 AFORESAID 261.32 FEET TO THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE NORTH 87 DEGREES 38 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE OF LOT 10 AFORESAID 50.07 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST 15 FEET OF LOT 10; THENCE SOUTH 02 DEGREES 19 MINUTES 44 SECONDS EAST, ALONG THE WEST LINE OF THE EAST 15 FEET OF SAID LOT 10; THENCE NORTH 87 DEGREES 38 MINUTES 08 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH 2.50 FEET OF LOTS 7, 8, 9, 10 AND 19 AFORESAID, 210.56 FEET TO THE WEST LINE OF SAID LOT 19; THENCE SOUTH 02 DEGREES 19 MINUTES 44 SECONDS EAST ALONG SAID WEST LINE, 147.59 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 19; THENCE NORTH 87 DEGREES 38 MINUTES 08 SECONDS WEST ALONG SAID SOUTH LINE AND THE NORTH LINE OF LOT 17 AFORESAID, 223.37 FEET TO THE NORTH EAST CORNER OF SAID LOT 17; THENCE SOUTH 02 DEGREES 19 MINUTES 44 SECONDS EAST ALONG THE EAST LINE OF LOTS 17 AND 19 AFORESAID, 318.81 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**NEW LOT 2:**  
THAT PART OF LOT 1 IN THE SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 4, ALSO, LOT 6 IN BLOCK 3 IN LYMAN'S ADDITION TO LA GRANGE A SUBDIVISION, ALSO, LOTS 2 AND 3 IN LIZZIE E. LYMAN'S SUBDIVISION, ALL IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 18 IN BLOCK 3 IN SHAWMUT AVENUE ADDITION TO LA GRANGE; THENCE NORTH 86 DEGREES 26 MINUTES 07 SECONDS WEST BEING AN ASSUMED BEARING ALONG THE SOUTH LINE OF LOT 18 AFORESAID 187.52 FEET; THENCE NORTH 83 DEGREES 56 MINUTES 47 SECONDS WEST 73 ALONG THE SOUTH LINE OF LOTS 1, 2, 3 AND 18 AFORESAID 233.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 83 DEGREES 56 MINUTES 47 SECONDS WEST ALONG SAID DESCRIBED LINE 161.30 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 08 DEGREES 19 MINUTES 48 SECONDS WEST ALONG THE WEST LINE OF LOT 1 AFORESAID 137.60 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88 DEGREES 43 MINUTES 01 SECONDS EAST ALONG THE NORTH LINE OF LOT 1 AFORESAID, 127.33 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 83 DEGREES 50 MINUTES 51 SECONDS EAST ALONG THE NORTH LINE OF LOT 2 AFORESAID, 17.69 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTH 88 DEGREES 16 MINUTES 48 SECONDS WEST 21.50 FEET; THENCE SOUTH 88 DEGREES 16 MINUTES 48 SECONDS WEST 64.09 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 48 SECONDS WEST 100.50 FEET; THENCE SOUTH 33 DEGREES 48 MINUTES 28 SECONDS WEST 30.03 FEET; THENCE SOUTH 13 DEGREES 19 MINUTES 55 SECONDS WEST 41.30 FEET; TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PREPARED FOR:  
OPIUS DESIGN BUILO, LLC  
9700 WEST HIGGINS ROAD, SUITE 900  
ROSEMONT, IL 60018

MAIL TAX BILL TO:

FOR REVIEW  
PURPOSES ONLY

5-A.154

**EXHIBIT F**

**APPROVED PUBLIC INFRASTRUCTURE IMPROVEMENT  
COST ESTIMATE**



Exhibit "F" Public Infrastructure Cost Estimate

ENGINEER'S ESTIMATE OF PROBABLE  
CONSTRUCTION COST OF  
PUBLIC INFRASTRUCTURE FOR VILLAGE  
LETTER OF CREDIT

PROJECT: **Uptown La Grange**

LOCATION: La Grange, IL

PROJECT NO.: 7982

CLIENT : **OPUS Group**

**DRAFT**

DATE PREPARED: 9/26/2014

LAST REVISED: 10/9/2014

PREPARED BY: MJM

CHECKED BY: DCS

GROUP MANAGER: \_\_\_\_\_  
(HAND WRITTEN INITIALS)

*THE PRICES USED IN THIS LIST ARE BASED ON THE AVERAGE PRICES FROM CONTRACTOR'S  
BID PRICES REVIEWED WITHIN THE PAST YEAR BY SPACECO, INC. FOR SIMILAR PROJECTS  
AND/OR AVAILABLE MATERIAL & LABOR COST DATA. SOME UNIT PRICES HAVE BEEN ADJUSTED  
TO ALLOW FOR SPECIAL CONDITIONS. THESE UNIT PRICES DO NOT INCLUDE ENGINEERING FEES.*

**CONSULTING ENGINEERS \* SITE DEVELOPMENT ENGINEERS \* LAND SURVEYORS**

9575 WEST HIGGINS ROAD, SUITE 700, ROSEMONT, ILLINOIS 60018  
847-696-4060 \* FAX 847-696-4065 \* 888-SPACECO (772-2326)

5-A.156



## Engineer's Opinion of Probable Construction Cost

ITEM		QNTY	UNIT	UNIT PRICE	AMOUNT
<b><u>E. Locust Avenue Improvements</u></b>					
1. PAVEMENT GRIND	AT Structures 10% estimate	600	S.Y.	\$7.00	\$4,200
2. PAVEMENT OVERLAY	1.5"	4,130	S.Y.	\$6.00	\$24,780
3. BOLLARD & SIGN REMOVAL		1	LSUM	\$2,500.00	\$2,500
4. PAVEMENT PATCH	2",3",12"	1,360	S.Y.	\$30.00	\$40,800
5. CURB & GUTTER, (w/ AGGR)	B-6.12	400	L.F.	\$14.00	\$5,600
6. SANITARY SEWER RE-LINING	12"	275	L.F.	\$200.00	\$55,000
7. BURY OVERHEAD LINES		1,290	L.F.	\$250.00	\$322,500
8. REMOVE UTILITY POLE		13	EACH	\$500.00	\$6,500
E. Locust Avenue Improvements				Sub-Total =	\$461,880
<b><u>F. Enhanced Locust Sidewalk Improvements</u></b>					
1. DECIDUOUS SHADE TREE	3"	4	EACH	\$445.00	\$1,780
2. EVERGREEN TREE	6'	1	EACH	\$330.00	\$330
3. EVERGREEN TREE	8'	4	EACH	\$435.00	\$1,740
4. EVERGREEN TREE	10'	2	EACH	\$540.00	\$1,080
5. #5 DWARF DEC. SHRUBS		19	EACH	\$45.00	\$855
6. #3 SHRUB ROSES		33	EACH	\$45.00	\$1,485
7. #5 LOW EVERGREEN SHRUBS	24"	10	EACH	\$50.00	\$500
8. #1 ORNAMENTAL GRASS		52	EACH	\$15.00	\$780
9. #1 PERENNIALS		165	EACH	\$11.00	\$1,815
10. SALT SOD		460	SY	\$4.50	\$2,070
11. SHREDDED HARDWOOD MULCH		14	CY	\$70.00	\$980
11. PINE BARK MULCH		0.5	CY	\$110.00	\$55
12. COMPOST MULCH		6	CY	\$85.00	\$510
13. STACK STONE RET. WALL FROM ONSITE STOCK PILE	W/ FABRIC & BACKFILL	500	FF	\$33.00	\$16,500
14. PCC SIDEWALK	5" THICK,4" CA-6	740	SF	\$5.00	\$3,700
15. SITE FURNISHINGS		1	LSUM	7500	\$7,500
F. Enhanced Locust Sidewalk Improvements				Sub-Total =	\$41,680
<b><u>G. Ogden &amp; Lagrange Road Improvements</u></b>					
1. PCC SIDEWALK	5" THICK,4" CA-6	6,620	S.F.	\$5.00	\$33,100
2. DECORATIVE PAVERS		1,600	S.F.	\$5.00	\$8,000
G. Ogden & Lagrange Road Improvements				Sub-Total =	\$41,100
<b>Project Sub-Total</b>					<b>\$932,353</b>
<b>Contingency (10%)</b>					<b>\$93,235</b>
<b>TOTAL=</b>					<b>\$1,025,588</b>
<b>Letter of Credit Amount (105%) =</b>					<b>\$1,076,867</b>
<b>Performance Bond (125%) =</b>					<b>\$1,281,985</b>

**DRAFT**

**NOTES:**

- This estimate is prepared based on "Site Improvement Plans for Uptown LaGrange", dated August 2014
- This estimate is prepared as a guide only. SPACECO makes no warranty that actual costs will not vary from the amounts indicated, and assumes no liability for such variance.
- Enhanced Locust Sidewalk landscape costs based on Landscape Cost Estimate received from Ives/Ryan Group, Inc.
- This estimate DOES NOT include:
  - Dry Utility improvements or any other dry utilities relocations, extensions, or services.
  - On-Site Improvements
  - Haul off of Demolition or excavation material.
  - On-Site Site landscaping, lighting, or fencing

end

5-A-158

**EXHIBIT G**

**PERMANENT EASEMENT FOR OGDEN / LA GRANGE SIDEWALK**

This document prepared by,  
and after recording return to:

Mark Burkland, Esq.  
Holland & Knight LLP  
131 South Dearborn St., 30th Floor  
Chicago, IL 60603

P.I.N. Nos:

**EASEMENT AGREEMENT  
BETWEEN OPUS DEVELOPMENT COMPANY, L.L.C.  
AND THE VILLAGE OF LA GRANGE  
FOR MAINTENANCE AND REPAIR  
OF THE OGDEN AVENUE / LA GRANGE ROAD SIDEWALK**

THIS EASEMENT AGREEMENT (this "*Easement Agreement*") is dated as of \_\_\_\_\_, 20\_\_ (the "*Effective Date*") and is by and between the Village of La Grange, an Illinois municipal corporation, (the "*Village*") and the Opus Development Company, L.L.C., a Delaware limited liability company (the "*Grantor*");

**W I T N E S S E T H:**

WHEREAS, the Grantor owns property on which a sidewalk will built and maintained commonly known as the Ogden / La Grange Sidewalk and defined in Section 2 of the development agreement defined in this Easement Agreement (the "*Sidewalk*"), which property is legally defined and depicted on the plat of easements attached to and by this reference incorporated into this Easement Agreement in Exhibit A (the "*Easement Premises*"); and

WHEREAS, the Sidewalk serves the general public as well as providing access to the abutting private property north of Ogden Avenue and extending east of La Grange Road for a distance of approximately \_\_\_\_ feet; and

WHEREAS, terms related to the construction and maintenance of the Sidewalk are included in a development agreement between the Grantor and the Village dated as of \_\_\_\_\_, 20\_\_, and recorded with the Office of the Cook County Recorder, Cook County, Illinois, as Document No. \_\_\_\_\_ (the "*Development Agreement*") a copy of which (without exhibits) is attached to and by this reference incorporated into this Easement Agreement as Exhibit B; and

WHEREAS, because the Sidewalk is intended to serve the general public in perpetuity it is essential that the Sidewalk be properly maintained and repaired over time; and

WHEREAS, the Development Agreement provides for the rights of the Village to perform maintenance and repair of the Sidewalk when necessary if the Grantor or its successors or assigns have not properly performed that maintenance or repair; and

WHEREAS, the Village desires to have the easement rights and related rights granted and set forth in this Easement Agreement to provide for general public access to the Sidewalk and to perform Maintenance as that term is defined in this Easement Agreement, and the Grantor desires to grant and the Village desires to accept the grant of permanent easements over the Easement Premises;

NOW, THEREFORE, in consideration of the recitals and other provisions of this Easement Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the Grantor and the Village, the Grantor and the Village agree as follows:

Section 1. Recitals. The foregoing recitals are incorporated into this Easement Agreement by this reference.

Section 2. Defined Terms. Except for words and phrases specifically defined in this Easement Agreement, the capitalized words and phrases used in this Easement Agreement have the meanings ascribed to them in the Development Agreement.

Section 3. Grant of Permanent Easements. The Grantor hereby grants to the Village (A) a permanent, non-exclusive easement in, upon, over, and across the entirety of the Easement Premises to the Village for full use by the Village and the general public of the Easement Premises as a public sidewalk and (B) a permanent, non-exclusive easement in, upon, over, under, and across the Easement Premises (a) to reconstruct, use, maintain, inspect, repair, and replace the Sidewalk (these activities are referred to collectively as "*Maintenance*"), (b) to install, maintain, remove, and replace seasonal decorations and lighting, banners on light standards, and similar items promoting the Village and Village events, and (c) for reasonable rights of ingress and egress necessary for the exercise of the rights granted herein on, over, and across property immediately abutting the Easement Premises owned by the Grantor as of the Effective Date.

Section 4. Scope of Grantor's Responsibility to Maintain. The Grantor must maintain the Sidewalk in good condition at all times. The Grantor's maintenance responsibility extends to all pedestrian lighting, but not to street lights. The Grantor's maintenance responsibility does not extend to any Village-installed seasonal or promotional items described in Subsection 3, clause (b) of this Easement Agreement.

Section 5. Village Right to Perform Maintenance. If the Grantor fails to maintain the Sidewalk in good condition, and fails, after notice from the Village, to cure the maintenance failure, as provided in Subsection 5G of the Development Agreement, then the Village, under this Section 4 and the provisions of Subsection 5G of the Development Agreement, will have the right to perform Maintenance and

to be reimbursed all costs the Village incurs in performing Maintenance, all as provided in Subsection 5G of the Development Agreement.

Section 5. Standard of Performance for Maintenance. The Village must perform all Maintenance in a good and workmanlike manner, using qualified workers and high quality materials. The Village will be solely responsible for all elements of Maintenance, including without limitation the prompt repair or restoration of any portion of the Easement Premises or Property that is disturbed during the Maintenance to a condition as good as existed prior to the Maintenance.

Section 6. Indemnification and Defense. The Village must and agrees to indemnify and defend the Grantor from and against all claims, demands, causes of action, suits, losses, or damages (collectively "*Claims*") that arise out of any act of the Village or its authorized agents, servants, employees, or contractors related to the exercise of the easement rights granted in this Easement Agreement, except to the extent arising out of the negligence of the Grantor.

Section 7. Reservation of Rights. The Grantor retains all rights it has in and to the Easement Premises to the use of the Sidewalk for its intended purposes as a public sidewalk.

Section 8. Liens. The Village must keep the Easement Premises free and clear of all liens, claims, and demands, including without limitation mechanic's liens, in connection with any Maintenance, and in the event a lien claim is filed against the Easement Premises in connection with any Maintenance the Village must promptly discharge that claim.

Section 9. Covenants Running with the Land. The easements and other rights granted in this Easement Agreement, the restrictions imposed by this Easement Agreement, and the agreements and covenants contained in this Easement Agreement are rights, restrictions, agreements, and covenants running with the land, will be recorded against the Easement Premises, and bind and inure to the benefit of the Village and the Grantor and its successors and assigns.

Section 10. Validity. If any of the rights, restrictions, agreements, or covenants created by this Easement Agreement would otherwise be unlawful or void for violation of (A) the rule against perpetuities or some analogous statutory provision, (B) the rule restricting restraints on alienation, or (C) any other statutory or common law rules imposing time limits, then those rights, restrictions, agreements, or covenants will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the Barack Hussein Obama II, current President of the United States.

Section 11. General Provisions.

A. Notices. All notices required or permitted to be given under this Agreement may be given by the parties by (i) personal delivery, (ii) deposit in the United States Registered Mail, return receipt requested, enclosed in a sealed envelope with first class postage thereon, or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Subsection 10.A. The address

of any party may be changed by written notice to the other parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties must be addressed to, and delivered at, the following addresses:

If to the Village:  
Village Manager  
Village of La Grange  
53 South La Grange Road  
La Grange, Illinois 60525

If to the Grantor:  
Opus Development Company, L.L.C.  
9700 Higgins Road, Suite 900  
Rosemont, Illinois 60018  
Attn: Sean Spellman

with a copy to:  
Daspin & Aument, LLP  
227 West Monroe Street, Suite 3500  
Chicago, Illinois 60606  
Attn: D. Albert Daspin

B. Amendments. No amendment or modification to this Easement Agreement will be effective until it is reduced to writing, and approved and executed by the Grantor, and approved by the Village's Board of Trustees and executed by the Village's President and Clerk in accordance with all applicable statutory procedures, and recorded with the Office of the Cook County Recorder, Cook County, Illinois.

C. Non-Waiver. The Village is under no obligation to exercise any of the rights granted to it in this Easement Agreement. The failure of the Village to exercise at any time any right granted to it will not be deemed or construed to be a waiver of that right, nor will the failure void or affect the Village's right to enforce that right or any other right.

D. Severability. If any provision of this Easement Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, then the remaining part of that provision and the remaining provisions of this Easement Agreement will not be affected, impaired, or invalidated thereby, but instead will remain in full force and effect. The unenforceability of any provision of this Easement Agreement will not affect the enforceability of that provision in any other situation.

E. Entire Agreement. This Easement Agreement and all of its attachments constitutes the entire agreement between the Grantor and the Village relating to easements regarding the Sidewalk.

F. Interpretation. This Easement Agreement should be construed without regard to who drafted the various provisions of this Easement Agreement. Moreover, each and every provision of this Easement Agreement should be construed as though the Village and the Grantor participated equally in the drafting of this Easement Agreement. Any rule or construction that a document is to be construed against the drafting party thus is not applicable to this Easement Agreement.

G. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person may be made, or be valid, against the Village or the Grantor.

IN WITNESS WHEREOF the Grantor and the Village have caused this Agreement to be executed by their properly authorized representatives as of the Effective Date.

**Village of La Grange**

**Opus Development Company, L.L.C.**

By: \_\_\_\_\_  
Thomas Livingston  
Village President

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

Attest:

Attest:

By: \_\_\_\_\_  
John Burns  
Village Clerk

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

ACKNOWLEDGEMENTS

STATE OF ILLINOIS )
) ss.
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for Cook County, Illinois, do hereby certify that Thomas Livingston, personally known to me to be the Village President of the Village of La Grange, an Illinois municipal corporation, and John Burns, personally known to me to be the Village Clerk of the Village, and personally known to me to be the same persons whose names are subscribed to the foregoing Agreement, each appeared before me this day in person and acknowledged that, as the Village President and Village Clerk, they signed and delivered the Agreement, pursuant to the authority given by the Village, as their free and voluntary act and as the free and voluntary act and deed of the Village, for the uses and purposes set forth in the Agreement.

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

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

STATE OF \_\_\_\_\_ )
) ss.
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of the Opus Development Company, L.L.C., a Delaware limited liability company, and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of Opus Development Company, L.L.C., and personally known to me to be the same persons whose names are subscribed to the foregoing Agreement, each appeared before me this day in person and acknowledged that, as the \_\_\_\_\_ and \_\_\_\_\_, they signed and delivered the Agreement, pursuant to the authority given by Opus Development Company, L.L.C., as their free and voluntary act and as the free and voluntary act and deed of Opus Development Company, L.L.C., for the uses and purposes set forth in the Agreement.

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

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

**EXHIBIT A**  
**TO EASEMENT AGREEMENT BETWEEN**  
**OPUS DEVELOPMENT COMPANY, L.L.C.**  
**AND THE VILLAGE OF LA GRANGE**  
**FOR MAINTENANCE AND REPAIR**  
**OF THE OGDEN AVENUE / LA GRANGE ROAD SIDEWALK**

**PLAT OF EASEMENTS**  
**INCLUDING LEGAL DESCRIPTION OF EASEMENT PREMISES**

(see attached)

**EXHIBIT B**  
TO EASEMENT AGREEMENT BETWEEN  
OPUS DEVELOPMENT COMPANY, L.L.C.  
AND THE VILLAGE OF LA GRANGE  
FOR MAINTENANCE AND REPAIR  
OF THE OGDEN AVENUE / LA GRANGE ROAD SIDEWALK

DEVELOPMENT AGREEMENT  
(without exhibits)

(see attached)

## EXHIBIT H

### APPROVED RETAIL USES

- Office Supply Stores (SIC 5112)
- Hardware and Home Improvement Stores (SIC 525)
- Retail Nurseries, Lawn, and Garden Supply Stores (SIC 526) when conducted wholly in a building
- Department Stores (SIC 5311)
- Miscellaneous General Merchandise Stores (SIC 5399) but not including discount stores.
- Meat & Fish Markets (SIC 5421)
- Fruit & Vegetable Markets (SIC 543)
- Candy Stores, not including processing or production of food or candy (SIC 5441)
- Dairy Products Stores (SIC 5451)
- Retail Bakeries (SIC 5461)
- Miscellaneous Food Stores (SIC 5499)
- Apparel & Accessory Stores (SIC 56), including:
  - Men & Boys Clothing
  - Women Clothing
  - Women Accessory & Specialty Stores
  - Children & Infants Wear Stores
  - Family Clothing Stores
  - Furrier Stores
  - Shoe Stores
  - Miscellaneous Apparel & Accessory Stores
- Home Furniture and Home Furnishings Stores (SIC 57), including:
  - Furniture Stores
  - Floor Covering Stores
  - Drapery Curtain and Upholstery Stores
  - Miscellaneous Home Furnishing Stores
  - Household Appliance Stores
  - Radio, Television and Consumer Electronic Stores
  - Computer and Computer Software Stores
  - Record and Prerecorded Tape Stores
  - Musical Instrument Stores
- Mattress Stores (SIC 5712)
- Music Stores including sheet music, recorded music, and musical instrument sales and repair (SIC 5736)

- Eating and Drinking Places (SIC 58), except those prohibited by Village codes including for example beer taverns, beer parlors, cocktail lounges, and taverns. Full service sit-down eating places are allowed subject to Zoning Code requirements relating to available off-street parking. When calculating available off-street parking for a full service sit-down eating place, the Village will examine and consider the availability of available parking spaces throughout the Property, including the parking garage, and nearby municipal parking lots.
- Coffee and Tea Shops (SIC 5812)
- Pharmacies and Drug and Convenience Stores (SIC 591)
- Sporting Goods Stores and Bicycle Shops (SIC 5941) but not including firearms
- Antique Stores (SIC 593)
- Book Stores (SIC 5942)
- Stationary Stores (SIC 5943)
- Arts and Crafts Stores (SIC 5943)
- Jewelry Stores (SIC 5944)
- Hobby, Toy, and Game Shops (SIC 5945)
- Camera and Photographic Supply Stores (SIC 5946)
- Gift, Novelty, Greeting Cards, and Souvenir Shops (SIC 5947)
- Luggage and Leather Goods Stores (SIC 5948)
- Sewing, Needlework, and Piece Goods Stores (SIC 5949)
- Florists (SIC 5992)
- News Dealers and Newsstands (SIC 5994)
- Optical Goods Stores (SIC 5995)
- Miscellaneous Retail Stores (SIC 5999) but not including auction rooms, firework sales gravestone sales, sale barns, or tombstone sales.
- Pet Supply Stores (SIC 5999)
- Art Galleries (SIC 5999)
- Shoe Repair Shops (SIC 725)
- Interior Decorating, with retail inventory on display (SIC 7389)
- Watch, Clock, and Jewelry Repair (SIC 763)
- Re-upholstery and Furniture Repair (SIC 764)
- Barber Shops (NAICS 812111)

**EXHIBIT I**

**FORM OF ACCESS EASEMENT  
(and model for sign easement)**

[see following pages]

This document prepared by,  
and after recording return to:

Mark Burkland, Esq.  
Holland & Knight LLP  
131 South Dearborn St., 30th Floor  
Chicago, IL 60603

P.I.N. Nos:

**ACCESS EASEMENT AGREEMENT  
BETWEEN THE VILLAGE OF LA GRANGE  
AND OPUS DEVELOPMENT COMPANY, L.L.C.**

THIS ACCESS EASEMENT AGREEMENT (this "*Easement Agreement*") is dated as of \_\_\_\_\_, 20\_\_ (the "*Effective Date*") and is by and between the Village of La Grange, an Illinois municipal corporation, (the "*Village*") and the Opus Development Company, L.L.C., a Delaware limited liability company (the "*Grantee*");

**W I T N E S S E T H:**

WHEREAS, the Village owns a certain right of way known as Locust Avenue, that provides access to property owned by the Grantee, as depicted in the Plat of Easement attached to and by this reference incorporated into this Easement Agreement as Exhibit A (the "*Plat of Easement*"); and

WHEREAS, the Grantee seeks an easement for access over a portion of Locust Avenue to assure pedestrian and vehicular access to the Grantee's property, which is legally described in Exhibit B attached to and by this reference incorporated into this Easement Agreement (the "*Grantee's Property*"); and

WHEREAS, the Village is willing to grant the requested access easement over the portion of Locust Avenue depicted on the Plat of Easement (the "*Easement Premises*") under the terms of this Easement Agreement;

NOW, THEREFORE, in consideration of the recitals and other provisions of this Easement Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the Village and the Grantee, the Village and the Grantee agree as follows:

Section 1. Recitals. The foregoing recitals are incorporated into this Easement Agreement by this reference.

Section 2. Grant of Permanent, Non-Exclusive Access Easement. The Village hereby grants and conveys to the Grantee a permanent, non-exclusive access easement appurtenant to the Grantee's Property in, upon, over, and across the Easement Premises for pedestrian and vehicular ingress to and egress from the Grantee's Property for the Grantee, the owners, occupants, and others having business on the Grantee's Property, and for the general public.

Section 3. Village Use of Rights-Of-Way. The Village retains all of its control and rights over the Easement Premises, including without limitation maintenance, repair, reconstruction, reconfiguration, and other uses of the Easement Premises in any manner that will not stripe or maintain parking spaces in a configuration that would block access to the Grantee's Property or otherwise adversely affect the use of the Easement Premises for ingress to and egress from the Grantee's Property as provided in Section 2 of this Easement Agreement.

Section 4. Covenants Running with the Land. The easement, agreements, and covenants contained in this Easement Agreement are rights, agreements, and covenants running with the land, will be recorded against the Easement Premises, and bind and inure to the benefit of the Village and the Grantee and their successors and assigns.

Section 5. Validity. If any of the rights, restrictions, agreements, or covenants created by this Easement Agreement would otherwise be unlawful or void for violation of (A) the rule against perpetuities or some analogous statutory provision, (B) the rule restricting restraints on alienation, or (C) any other statutory or common law rules imposing time limits, then those rights, restrictions, agreements, or covenants will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the Barack Hussein Obama II, current President of the United States.

Section 6. Amendments. No amendment or modification to this Easement Agreement will be effective until it is reduced to writing, and approved by the Village's Board of Trustees and executed by the Village's President and Clerk in accordance with all applicable statutory procedures, and approved and executed by the Grantee, and recorded with the Office of the Cook County Recorder, Cook County, Illinois.

Section 7. Entire Agreement. This Easement Agreement constitutes the entire agreement between the Village and the Grantee relating to the access easement granted herein.

IN WITNESS WHEREOF the Village and the Grantee have caused this Easement Agreement to be executed by their properly authorized representatives as of the Effective Date.

**Village of La Grange**

**Opus Development Company, L.L.C.**

By: \_\_\_\_\_  
Thomas Livingston  
Village President

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

Attest:

Attest:

By: \_\_\_\_\_  
John Burns  
Village Clerk

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

ACKNOWLEDGEMENTS

STATE OF ILLINOIS )
) ss.
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for Cook County, Illinois, do hereby certify that Thomas Livingston, personally known to me to be the Village President of the Village of La Grange, an Illinois municipal corporation, and John Burns, personally known to me to be the Village Clerk of the Village, and personally known to me to be the same persons whose names are subscribed to the foregoing Agreement, each appeared before me this day in person and acknowledged that, as the Village President and Village Clerk, they signed and delivered the Agreement, pursuant to the authority given by the Village, as their free and voluntary act and as the free and voluntary act and deed of the Village, for the uses and purposes set forth in the Agreement.

Given under my hand and official seal this \_\_\_ day of \_\_\_\_\_ 20\_\_.

Notary Public

STATE OF \_\_\_\_\_ )
) ss.
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of the Opus Development Company, L.L.C., a Delaware limited liability company, and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of Opus Development Company, L.L.C., and personally known to me to be the same persons whose names are subscribed to the foregoing Agreement, each appeared before me this day in person and acknowledged that, as the \_\_\_\_\_ and \_\_\_\_\_, they signed and delivered the Agreement, pursuant to the authority given by Opus Development Company, L.L.C., as their free and voluntary act and as the free and voluntary act and deed of Opus Development Company, L.L.C., for the uses and purposes set forth in the Agreement.

Given under my hand and official seal this \_\_\_ day of \_\_\_\_\_ 20\_\_.

Notary Public

**EXHIBIT A**  
TO ACCESS EASEMENT AGREEMENT  
BETWEEN THE VILLAGE OF LA GRANGE  
AND OPUS DEVELOPMENT COMPANY, L.L.C.

PLAT OF EASEMENT

(see attached)

**EXHIBIT J**

**REQUIRED FORM OF LETTERS OF CREDIT**

[see following pages]

REQUIRED FORM OF PERFORMANCE AND PAYMENT  
LETTER OF CREDIT

IRREVOCABLE LETTER OF CREDIT  
NO. \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

EXPIRATION DATE: Two years from issuance

DATE OF ISSUE: \_\_\_\_\_

\_\_\_\_\_  
[Name of Bank]

\_\_\_\_\_  
[Address]

TO: Village of La Grange  
53 South La Grange Road  
La Grange, Illinois 60525  
Attention: Village Manager

WE HEREBY AUTHORIZE YOU TO DRAW AT SIGHT on the \_\_\_\_\_  
UP TO AN AGGREGATE AMOUNT OF \_\_\_\_\_  
United States Dollars (\$\_\_\_\_\_) for account of Opus Development Company,  
L.L.C., a Delaware limited liability company ("Customer").

Drafts under this Letter of Credit shall bear upon their face the words:

Drawn under \_\_\_\_\_  
Credit No. \_\_\_\_\_ Dated: \_\_\_\_\_

Drafts may be for all or any portion of the amount of this Letter of Credit, and shall be generally in the form of the sample draft attached hereto as Exhibit "A," and shall be accompanied by one of the following documents executed by the La Grange Village Manager or an individual designated as acting La Grange Acting Village Manager:

(a) A written statement on the form attached hereto as Exhibit "B" stating that, conditioned upon proper notice to the La Grange Village Manager, Letter of Credit No. \_\_\_\_\_ will expire within 30 days or less and that the Customer has failed to deliver to the La Grange Village Manager evidence of a renewal of Letter of Credit No. \_\_\_\_\_; or

(b) A written statement on the form attached hereto as Exhibit "C" stating that all or any part of the Public Infrastructure Improvements as defined in and required to be constructed pursuant to "An Agreement Between The Village Of

*La Grange And Opus Development Company, L.L.C. Regarding Development Of The Property At The Northeast Corner Of Ogden Avenue And La Grange Road* dated \_\_\_\_\_, 20\_\_ by and between the Village of La Grange and \_\_\_\_\_ (the "Development Agreement") have not been constructed in accordance with the Development Agreement and any cure period has expired; or

(c) A written statement on the form attached hereto as Exhibit "D" stating that all or any part of the costs, payments, permit fees, or other fees required to be paid to the Village of La Grange pursuant to the Development Agreement have not been paid in accordance with the Development Agreement and any cure period has expired; or

(d) A written statement on the form attached hereto as Exhibit "E" stating that all or any portion of the maintenance, repair, or restoration required to be performed pursuant to the Development Agreement has not been performed in accordance with the Development Agreement and any cure period has expired.

(e) A written statement on the form attached hereto as Exhibit "F" stating that the aggregate amount of the Letter of Credit may be reduced under Subsection 10E of the Development Agreement in a certain amount to reimburse the Developer for payment of Public Infrastructure Improvements work satisfactorily completed.

WE HEREBY AGREE with the beneficiary Village of La Grange that:

1. Drafts drawn under and in compliance with this Letter of Credit shall be duly honored immediately upon presentation to us if presented on or before the above-stated expiration date or presented at our office together with the original of this Letter of Credit on or before that date. Further, one or more drafts may be presented at our office on or before the Expiration Date.

2. If, within three banking days after any draft drawn under this Letter of Credit is presented to us in conformance with the terms of this Letter of Credit, we fail to honor same, we agree to pay all attorneys' fees, courts costs, and other expenses incurred by the Village of La Grange in enforcing the terms hereof.

3. This Letter of Credit shall expire on \_\_\_\_\_, 20\_\_, (two years from issuance) as stated hereinabove; provided, however, that we shall send written notice to the La Grange Village Manager by certified mail, return receipt requested, or hand-delivered courier at least 30 days prior to the expiration date, that this Letter of Credit is about to expire.

4. In no event will this Letter of Credit or the obligations contained herein expire except after the prior written notice required herein, it being expressly agreed that the above expiration date will be extended as is required to comply with the prior written notice requirement.

5. No consent, acknowledgment, or approval of any kind from the Customer shall be necessary or required prior to honoring any draft presented in conformance with the terms of this Letter of Credit.

6. The aggregate amount of this Letter of Credit may be reduced only upon receipt by us of a document executed by the La Grange Village Manager as provided in Paragraph (e) above stating that the aggregate amount of this Letter of Credit may be reduced in a specified amount to reimburse the Developer for payment of Public Infrastructure Improvements work that has been satisfactory completed by the Developer and accepted by the Village of La Grange, all as provided in Subsection 10E of the Development Agreement.

7. This Letter of Credit is irrevocable.

This Letter of Credit shall be governed by and construed in accordance with the Uniform Customs and Practices for ISP 98 of the International Chamber of Commerce (the "Uniform Customs"). In the event of a conflict between this Letter of Credit and the Uniform Customs, this Letter of Credit shall control. This Letter of Credit shall be deemed to be a contract made under the laws of the State of Illinois, including without limitation Article 5 of the Uniform Commercial Code as in effect in the State of Illinois and shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the Laws of the State of Illinois, without regard to principles of conflicts of law.

As used herein, the term "banking day" means any day other than a Saturday, Sunday, or a day on which banks in the State of Illinois are authorized or required to be closed, and a day on which payments can be effected on the Fedwire Network.

\_\_\_\_\_  
[Signature of Bank Officer]

\_\_\_\_\_  
[Signature of Bank Officer]

\_\_\_\_\_  
[Officer's Title]

\_\_\_\_\_  
[Officer's Title]



EXHIBIT "B" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:

Attn:

Re: Letter of Credit No. \_\_\_\_\_

Ladies and Gentlemen:

This is to advise you that Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ will expire within 30 days or less and that \_\_\_\_\_ has failed to deliver to the La Grange Village Manager evidence of a renewal of Letter of Credit No. \_\_\_\_\_.

Sincerely,

\_\_\_\_\_  
La Grange Village Manager

EXHIBIT "C" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:

Attn:

Re: Letter of Credit No. \_\_\_\_\_

Ladies and Gentlemen:

This is to advise you that all or any part of the Public Infrastructure Improvements required to be constructed pursuant to the Development Agreement dated \_\_\_\_\_, 20\_\_ by and between the Village of La Grange and \_\_\_\_\_ have not been constructed in accordance with the Development Agreement and any cure period has expired.

Sincerely,

\_\_\_\_\_  
La Grange Village Manager

EXHIBIT "D" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:

Attn:

Re: Letter of Credit No. \_\_\_\_\_

Ladies and Gentlemen:

This is to advise you that all or any part of the costs, payments, permit fees, or other fees required to be paid by the Developer pursuant to the Development Agreement dated \_\_\_\_\_, 20\_\_ by and between the Village of La Grange and \_\_\_\_\_ have not been paid in accordance with the Development Agreement and any cure period has expired.

Sincerely,

\_\_\_\_\_  
La Grange Village Manager

EXHIBIT "E" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:

Attn:

Re: Letter of Credit No. \_\_\_\_\_

Ladies and Gentlemen:

This is to advise you that all or any part of the maintenance, repair, or restoration required to be performed pursuant to the Development Agreement dated \_\_\_\_\_, 20\_\_ by and between the Village of La Grange and \_\_\_\_\_ have not been performed in accordance with the Development Agreement and any cure period has expired.

Sincerely,

\_\_\_\_\_  
La Grange Village Manager

EXHIBIT "F" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:

Attn:

Re: Letter of Credit No. \_\_\_\_\_

Ladies and Gentlemen:

This is to advise you that the Developer has satisfactorily completed and the Village of La Grange has accepted certain Public Infrastructure Improvements work and, under Subsection 10E of the Development Agreement, the aggregate amount of the Letter of Credit may be reduced in the following amount to reimburse the Developer for payment of that work: \$ \_\_\_\_\_

Sincerely,

\_\_\_\_\_  
La Grange Village Manager

**REQUIRED FORM OF GUARANTY LETTER OF CREDIT**

IRREVOCABLE LETTER OF CREDIT  
NO. \_\_\_\_\_

AMOUNT: \_\_\_\_\_

EXPIRATION DATE: Two years from issuance

DATE OF ISSUE: \_\_\_\_\_

\_\_\_\_\_  
[Name of Bank]

\_\_\_\_\_  
[Address]

TO: Village of La Grange  
53 South La Grange Road  
La Grange, Illinois 60525  
Attention: Village Manager

WE HEREBY AUTHORIZE YOU TO DRAW AT SIGHT on the \_\_\_\_\_  
UP TO AN AGGREGATE AMOUNT OF \_\_\_\_\_ United  
States Dollars (\$ \_\_\_\_\_) for account of Opus Development Company,  
L.L.C., a Delaware limited liability company ("Customer").

Drafts under this Letter of Credit shall bear upon their face the words:

Drawn under \_\_\_\_\_  
Credit No. \_\_\_\_\_ Dated: \_\_\_\_\_

Drafts may be for all or any portion of the amount of this Letter of Credit and shall be accompanied by one of the following documents executed by the La Grange Village Manager or an individual designated as acting La Grange Acting Village Manager on the form attached hereto as Exhibit "A" stating that all or any portion of the maintenance, repair, or restoration required to be performed pursuant to the Development Agreement in accordance with the Development Agreement has not been properly performed.

WE HEREBY AGREE with the beneficiary Village of La Grange that:

1. Drafts drawn under and in compliance with this Letter of Credit shall be duly honored immediately upon presentation to us if presented on or before the above-stated expiration date or presented at our office together with the original of this Letter of Credit on or before that date. Further, one or more drafts may be presented at our office on or before the Expiration Date.

2. If, within three banking days after any draft drawn under this Letter of Credit is presented to us in conformance with the terms of this Letter of Credit, we fail to honor same, we agree to pay all attorneys' fees, courts costs, and other expenses incurred by the Village of La Grange in enforcing the terms hereof.

3. This Letter of Credit shall expire on \_\_\_\_\_, 20\_\_\_\_, (two years from issuance) as stated hereinabove; provided, however, that we shall send written notice to the La Grange Village Manager by certified mail, return receipt requested, or hand-delivered courier at least 30 days prior to the expiration date, that this Letter of Credit is about to expire.

4. In no event will this Letter of Credit or the obligations contained herein expire except after the prior written notice required herein, it being expressly agreed that the above expiration date will be extended as is required to comply with the prior written notice requirement.

5. No consent, acknowledgment, or approval of any kind from the Customer shall be necessary or required prior to honoring any draft presented in conformance with the terms of this Letter of Credit.

6. The aggregate amount of this Letter of Credit may be reduced only upon receipt by us of a document executed by the La Grange Village Manager stating that the aggregate amount may be reduced in a certain amount because the guarantee period for certain maintenance, repair, or restoration amount has expired.

7. This Letter of Credit is irrevocable.

This Letter of Credit shall be governed by and construed in accordance with the Uniform Customs and Practices for ISP 98 of the International Chamber of Commerce (the "Uniform Customs"). In the event of a conflict between this Letter of Credit and the Uniform Customs, this Letter of Credit shall control. This Letter of Credit shall be deemed to be a contract made under the laws of the State of Illinois, including without limitation Article 5 of the Uniform Commercial Code as in effect in the State of Illinois and shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the Laws of the State of Illinois, without regard to principles of conflicts of law.

As used herein, the term "banking day" means (a) any day other than a Saturday, Sunday, or a day on which banks in the State of Illinois are authorized or required to be closed and (b) any day on which payments can be effected on the Fedwire Network.

\_\_\_\_\_  
[Signature of Bank Officer]

\_\_\_\_\_  
[Signature of Bank Officer]

\_\_\_\_\_  
[Officer's Title]

\_\_\_\_\_  
[Officer's Title]

**FINDINGS OF FACT**  
**PLAN COMMISSION**  
**OF THE VILLAGE OF LA GRANGE**

President Livingston and  
Board of Trustees

July 22, 2014

**RE:** **PLAN COMMISSION CASE #216** – (1) **Planned Development Concept/Final Plan;** (2) **map amendment to the Zoning Code rezoning from OS (Open Space) to C-3 (General Service Commercial);** (3) **Site Plans;** and (4) **design plans to authorize a mixed retail, multiple family and townhouse development within the C-3 District (General Service Commercial) – Uptown La Grange, 31 East Ogden, Opus Development.**

We transmit for your consideration a recommendation adopted by the Plan Commission of the Village of La Grange on the proposed Map Amendment, Planned Development, Site Plan Approval and Design Review at the corner of Ogden Avenue and La Grange Road.

**I. THE APPLICATION**

Opus Development seeks approval of (1) Zoning Map amendment to rezone portions of the subject property, from its current classification of OS Open Space District to the C-3 General Service Commercial District; (2) Design Review Permit; (3) Site Plans and Elevations; and (4) Special Use Permit/Planned Development, including development concept and final plan in order to construct a mixed use development at 31 E. Ogden Avenue.

**II. THE PUBLIC HEARING**

After due notice given in accordance with law, the Plan Commission held a public hearing on June 10, 2014, in the La Grange Village Hall Auditorium. Present were Commissioners Egan, Paice, Reich, Stuart, Weyrauch and Williams, with Chairman Kardatzke presiding. Also present were Trustee Liaisons Mark Kuchler, and David McCarty, Village Trustees Bill Holder and Mark Langan, Village Clerk John Burns, Village Manager Robert Pilipiszyn, Community Development Director Patrick D. Benjamin, Assistant Community Development Director Angela M. Mesaros, Community Development Intern Katie Peterson, and Village Attorney Mark Burkland.

Chairman Kardatzke swore in Sean Spellman, Vice President Opus Development and La Grange resident; Dean Newins, Senior Vice President, Opus Architect and Engineering Group, L.L.C.; and Luay Aboona, PE, KLOA Principal who presented the application and answered questions from the Commissioners.

5-A.187

- Ms. Mesaros introduced the case as a large planned development, mixed-retail and multiple family residential development and explained the applications. This is a large planned development as defined by the total land area is more than 40,000 square feet, includes more than one principal building and requires relief from several provisions of the Code. Those provisions are height, floor area ratio, minimum lot area per unit, parking, perimeter landscaping, open space, parking lot and loading and screening, and the signage portion of the Zoning Code. Also note that the staff report includes supplemental reports from engineering, a fiscal impact analysis and a landscape analysis.
- Opus's presentation included a description of the company, recent developments, design, materials, landscape plan, circulation plan, parking, for traffic access and pedestrian safety, proposed residential unit mix, and a fly-through images.
- The proposed development includes a 5-story multiple family building with 278 market rate rental units that surrounds a five-story parking garage and a one-story, approx. 9,200 square feet of retail building on the corner. Amenities include burial of utilities, connectivity to downtown and Gordon Park, pedestrian safety, traffic control, access, "Linear Park" along Ogden, rooftop terrace elements, private pool, breaking the façade into "fingers," shared parking, and access to Gordon Park through the parking garage.

Chairman Kardatzke solicited questions and comments from the Commissioners:

- Chairman Kardatzke asked about the environmental remediation of the previous gas station at the corner. Opus has Phase 1 and 2 testing on the site with a draft plan ready for State application for No Further Remediation (NFR) letter.
- Commissioners discussed traffic, especially ingress into Locust Avenue, west along Ogden Avenue and IDOT approval and funding for realignment of Locust Avenue.
- Commissioner Williams asked the dimensions of the retail building. Dean Newins stated that the retail building dimensions will be 70 feet by 120 feet. Approximately 9,000 square feet.
- Commissioner Williams stated that this is the largest vacant parcel available for development, as well as the entry to La Grange. The Village has high expectations for this property.
- Commissioner Williams stated that he believed there was a lack of parking for the retail area. Dean Newins stated that he believes that this area will become a neighborhood center. He stated that people will come to know the area and this will allow for the area to have some flexibility in parking. He also hopes that many people will walk from the park and current down town area.

- Commissioner Williams asked about the type of retail. Sean Spellman stated that they have not yet spoken to specific retailers, but they have started to talk with Village staff to find a list of defined uses.
- Commissioner Williams stated that his only concern is that the retail uses will be restricted by parking, no restaurants, etc.
- Commissioner Stewart stated that the development to the South has less access, and while it is not ideal, they do not experience long delays. He states that while there might not be long delays, he believes that cars go faster coming west under the viaduct than they do moving east.
- Commissioners commented about the bulk of the building. Elevation change and the dark colors make it look even more bulky.
- Commissioner Weyrauch comments that she likes the direct access to the apartments of the southeast corner and stated that she would like to see the same access in the northeast corner as well.
- Chairperson Kardatzke asked about Fire Department access. Dean Newins stated that it is in the 150 ft of the northwest corner.
- Commissioner Egan commented about difficult access to the sidewalk from the parking lot to the retail space.
- Commissioner Egan asked about a place to walk pets. Dean Newins stated that there would be a designated pet area to walk pets in the northeast corner on the service side of the building.
- Commissioner Reich asked questions about design of the parking garage.
- Chairperson Kardatzke asked about the slope of the garage. Dean answered that while it was higher than the Village regulations, it did meet ADA requirements.
- Commissioner Williams asked about the justification for increasing the FAR from 1.5 to 1.76. Dean Newins answered that it was to create a well-designed development.
- Chairperson Kardatzke asked if Shawmut Ave and Locust Avenue would be connected if this project goes through. Community Development Director Benjamin answered that they were not proposed to go though at this point. If a development forms to the North than it could be a future possibility.

After discussion by the Commissioners, Chairman Kardatzke solicited questions and comments from the Audience. The following persons spoke at the meeting:

- Frank Alonso, 1 N. Beacon Place, Unit 404,
- Harlan Hirt, 421 S. Spring and Environmental Quality Control Commissioner,
- Tanya Briggs, La Grange Towers, 141 N La Grange Road,
- Sue Meshes, La Grange Towers, 141 N. La Grange Road,
- Martha Klybert, La Grange Towers, 141 N. La Grange Road,
- Tim Reardon, 21 S. La Grange Road,
- Jean Kane: 1 N. Beacon Place, and
- Mary Havlick, La Grange Towers, 141 N. La Grange Road.

The public comments focused on the following general areas:

- *Traffic.* Concerns with ingress/egress from the site, potential for increased traffic at Shawmut Avenue, and increased noise levels from trucks on Ogden Avenue with signalization of Locust Avenue.
- *Potential costs to the Village* for roadways, sewers, parking etc.
- Bulk and design of the building and “urban” appearance.
- Mr. Reardon commented that the project looks beautiful. He likes the “fingers,” the offset from the lot line, the enclosed parking garage, and the view as one enters the Village.

Chairman Kardatzke solicited comments from the Commissioners:

- Commissioner Williams asked for justification for the increase in Floor Area.
- Chairman Kardatzke commented that he would like to see improvements to the façade design.
- Chairman and Commissioners agreed that they would not be making a recommendation until they reached a resolution about the realignment of Locust Ave.
- Commissioner Stewart stated that he likes that the parking lot is hidden, and that this building it is not as tall as some of the buildings in the area.

Chairman Kardatzke suggested that the public testimony be continued. A motion to recess until July 8, 2014 at 7:30 p.m. was made by Commissioner Reich, seconded by Commissioner Paice. The Plan Commission recessed at 9:42 p.m.

At the July 8<sup>th</sup> meeting, Sean Spellman, Opus, Inc. stated that, considering time limitations, he would prefer to postpone discussions of the Uptown La Grange Development until the special meeting to be held on July 22, 2014.

The Plan Commission reconvened the hearing on July 22, 2014, in the La Grange Village Hall Auditorium. Present were Commissioners Egan, Pierce, Reich, Stewart, Weyrauch, with Chairman Kardatzke presiding. Also present were Trustee Liaisons Bill Holder and James Palermo, Trustee David McCarty, Village Clerk John Burns, Assistant Director, Community Development Angela Mesaros, Village Attorney Mark Burkland; and Community Development Intern Katie Peterson.

Chairman Kardatzke introduced the case and swore in all members of the applicant's team.

- Angela Mesaros summarized the application for the Audience and Commissioners and the questions and concerns from the last meeting (June 10<sup>th</sup>). Included in the summary was a reminder that the Locust realignment was addressed in detail by the Village Manager in a Memorandum, dated July 3, 2014, which was sent to the Commissioners with a copy to the Village Board. Also, that the condition of a special service area would be discussed between Staff and the developer as part of the development agreement.
- Ms. Mesaros described the applications (Zoning Map Amendment to C-3 from OS for a portion of the property, Large Planned Development, Concept and Final Site Plan Approval, and Design Review), outlined the zoning relief sought, and standards.

The applicant, Opus Development, reintroduced the application and addressed comments from the Commissioners from the last hearing:

- Sean Spellman and Dean Newins of Opus then addressed each of the concerns from the last meeting and presented revisions to the site plan and design in a powerpoint presentation, including green space and pedestrian circulation through the site; increased sidewalk widths; retail circulation; access at Shawmut Avenue; architecture; justification of increased FAR; and compensating amenities.

After discussion by the Commissioners, Chairman Kardatzke solicited questions and comments from the Audience. The following persons spoke at the meeting:

- Caroline Domagalski, 21 Elmwood Ave., La Grange Park,
- Ricky Heidgerken, 141 N. La Grange Rd,
- Orlando Coryell, 115 S. Spring,
- Joan Smothers, Smothers Realty Group, 919 W. Hillgrove,
- Martha Klybert, 141 N. La Grange Road, Unit 606,
- Anna Mae Halverson, 141 N. La Grange Rd, and
- David May, 400 S. 8<sup>th</sup> Ave, President of School Board District 102.

The public comments focused on the following general areas:

- Ms. Domagalski, a resident of La Grange Park who lives nearby, was very supportive of the project and specifically remarked on the pedestrian linkages to Gordon Park as well as pedestrian safety at the intersection of La Grange Road and Ogden. She stated that she had worked as a zoning attorney for many years and commented on design, buried utilities and site plan.
- *Traffic.* Residents of La Grange Towers expressed concerns about the truck traffic and access to the site, specifically Shawmut Avenue. Mr. Coryell expressed concerns about the traffic signal and they felt that it might create additional noise, pollution and traffic issues.
- *Unit Size.* Ms. Smothers asked questions about the unit size, rents, and the target market. Opus answered that their market includes “renters by choice” - young professionals who grew up in La Grange, empty nesters and divorced parents who want to live near their children, as examples. Apartments will be priced from \$1,300-\$3,000 per month.
- *Parking Garage.* Opus clarified the construction and functionality of the proposed parking garage within the residential building.
- Ms. Smothers stated that she currently lives in an Opus development and while the grounds and site are beautiful, the construction is less than desired. She would like the Village to keep an eye on their subcontracted crews to make sure construction meets quality standards.
- Mr. May, President of the School Board of District 102 asked about the accuracy of the number of 12 students projected since ARP had estimated about twice as many students. As the President of the School Board, he is concerned about class sizes. Opus stated that difference might be due to unit size, especially as ARP had proposed 26 townhouses.

Chairman Kardatzke solicited comments from the Commissioners, which included:

- Commissioners discussed the questions asked by the Audience with Opus. Other topics discussed were management of the property, building materials, and construction methods.
- Chairman Kardatzke asked about the potential to step back the height. Opus replied that it would not be possible to change heights with this type of construction. Mr. Newins stated that they considered different options and still found the wrapped garage the best option.

- Commissioner Reich asked if the proposed retail at the corner would be necessary. Staff referred to the Comprehensive Plan which supports the continuation of retail on La Grange Road north of Ogden Avenue. Opus confirmed that they need the retail to anchor the project and that it was only small, “token” retail.
- Commissioner Weyrauch asked Opus to clarify the sizes of the units as they have not seen any interior plans. Mr. Newins stated that the units would range from 550 square feet in the efficiency apartments to 1,270 square feet in the two bedroom apartments with an average size of 950 square feet.
- Commissioner Weyrauch asked about justification for the relief from Floor Area Ratio. Mr. Newins stated that the proposed FAR is within the limits authorized with approval of a Large Planned Development.
- Commissioner Paice asked Opus to compare this project to a similar one they have done. Mr. Newins stated that it was similar to the one in Lisle, Illinois in number of units, but this development is transit-oriented, whereas Lisle is not and does not meet the same standard in quality.
- Commissioner Reich asked about the amount of sun in the courtyards, specifically along Ogden Avenue. Mr. Newins stated that they had done a sun study and the courtyards will get full sun in the middle of the day.
- Mr. Newins presented fly-through views and indicated that brick will be added to the corners, outdoor patios on the first floor, and terrace doors were made visible.
- Commissioner Reich asked if they had added any green area. Mr. Newins stated that while they still have a generous amount of green on their property, it also abuts Gordon Park, which adds open space.
- Chairman Kardatzke asked about property management after construction. Mr. Spellman answered that Opus would manage the building Manager, who they would select from a nationally recognized property management group.
- Mr. Newins addressed concerns that the roof drainage would leak and commented that they have built this type of structure many times. There is an expansion joint separating the garage from the building, which would prevent leakage.
- Mr. Newins estimated that it would be an 18-month construction period. Their goal is to start construction in fall 2014.

**III. FINDINGS AND RECOMMENDATION:**

- Commissioner Weyrauch said thank you to Opus for making the adjustments. She commented that she is pleased with the new plans.
- Commissioner Egan also thanked Opus for the changes and commented that she liked the project.

... ~~... following comments from audience or Commissioners, a motion was made~~  
by Commissioner Stewart, seconded by Commissioner Egan that the Plan Commission recommend to the Village Board of trustees Approval of the application for special use, site plan, amendment to the Zoning Map and design plans as outlined in the Staff memorandum dated June 22, 2014 with PC Case #216.

~~Motion to APPROVE~~ Carried by a roll call vote (6/0/1)

AYE: Paice, Reich Stewart, Egan Weyrauch, and Chairman Kardatzke

NAY: None.

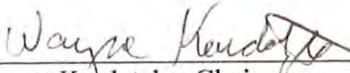
ABSENT: Williams.

BE IT THEREFORE RESOLVED that the Plan Commission recommends to the Village Board of Trustees granting approval of a planned development concept and final plan, an amendment to the La Grange Zoning Map, a special use for a drive through facility, site plans, and design plans to authorize a mixed retail, multiple family development within the C-3 District at 31 East Ogden Avenue described in PC Case #216.

Respectfully Submitted,

PLAN COMMISSION

OF THE VILLAGE OF LA GRANGE

  
Wayne Kardatzke, Chairman

VILLAGE OF LA GRANGE  
Community Development Department

**MEMORANDUM**

TO: Plan Commission

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

DATE: July 17, 2014

RE: **PLAN COMMISSION CASE #216 REDEVELOPMENT 31 EAST  
OGDEN AVENUE – OPUS, INC.**

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As you are aware, Plan Commission Case 216 for the redevelopment of the former Richport YMCA site was continued to July 22, 2014 as a special meeting. We have not received any additional materials from the applicant to provide you at this time that are any different than what was provided at the July 8<sup>th</sup> Plan Commission meeting. We are redistributing that information to you as well as a letter received from resident Harlan Hurt.

At the July 22<sup>nd</sup> meeting staff would like an opportunity to recap where the Plan Commission is in this process as well as comment on the status of the realignment and traffic signal for Locust Avenue, status of which is described in detail in the attached memorandum from Village Manager Robert Pilipiszyn.

Another element that was of concern to the Developer in the conditions outlined by staff was the \$50,000 special service area to provide for future maintenance of public improvements. The Plan Commission does not need to concern itself with the amount of the special service area as this can be a discussion item between staff and the developer as part of the Development Agreement. The Plan Commission's focus at this point should be on review of the project as a whole and the standards for granting a Planned Development as well as the standards for re-zoning a portion of this property currently zoned open space to C-3.

As I commented at the June 10 meeting of the Plan Commission, I was unable to retrieve the materials on this proposal from the Village's web site, so requested the opportunity to provide them at a later date. Based on the actions at the July 8 meeting, it now appears that July 22 would be that opportunity; however, I will be unable to attend, hence, these written comments are provided for the record. References are to the June 10 staff report.

From a broad perspective of a citizen of La Grange, I will make two comments, which express a general view of the project; however, these are probably beyond the scope that could be addressed by the Plan Commission, as I understand its role is to assess what is proposed, not to reformulate the project, unless necessary to offset unacceptable features.

From the broadest scale of long range planning, it would be highly desirable for the developer to purchase the two small retail buildings that face La Grange Road, so that an integrated retail facility could be built, with parking commensurate with the retail area. As I view the proposal, the provision of parking for use of the proposed commercial building is not conducive to easy access.

Secondly, it does appear that the developer has proposed a rather oversized facility for the available space, in its attempt to fit both retail and residential uses into the site. Page 2, par 4, identifies that the developer has offered \$9.1 to the YMCA for the property. While on one hand all of La Grange would like to see the YMCA getting a maximum return; perhaps in reality, the site is not really worth that much, unless the Village agrees to this proposal. The obvious alternative is for the developer to scale back the proposal, and make an offer to the YMCA commensurate with an acceptable project.

Then on a more technical vein, there are several comments.

The staff report does not give enough visibility to the request that this proposal would result in the re-zoning of 1.6 acres of open space, or 37% of the property. Anytime any loss of open space and environmental degradation is being considered, especially in La Grange which has limited amounts of open space, this should be a major consideration. Even though, in this case, it has been used for parking, it would still have the potential for its designated use. Any identification of concessions to the developer to facilitate any form of development should highlight this loss, which puts any resulting mitigation, such as the pocket parks, in a more balanced perspective, i.e., not a gift, but a best a trade.

To facilitate public understanding of the proposal there must be a clear definition of "Parking Lot 14". It would appear from information presented, that the developer is talking about both the use of Locust Ave for parking and the adjacent lot, but probably not the extension of that lot to the southeast. Clearly any agreement reached with the developer should not be this vague. See par 4, page 5 of June 5 memo (which is dated April 5 on the cover page).

Also, regarding the use of Locust Ave, several sketches and therefore numbers of spaces appear

to ignore that the Park District would need access to its buildings. While the number required would probably be less than in the current layout, as the District has agreed to remove the old brick building, this detail should not be overlooked.

Nothing was found in the Staff Report regarding how garbage would be handled and recycling would be promoted, both by the residential and commercial components. Obviously some space must be dedicated for this purpose.

At the meeting, the developer suggested that Gordon Park could be used for pet exercising. This must be evaluated, as it is my understanding that La Grange parks are posted against this practice. (A brief scan of materials at the July 8 meeting appeared to show some adjustment, but is this adequate?)

Page 5, par 2, suggests there is a condominium project to the east of the site, for comparative purposes. This needs to be corrected.

For the record, it should be noted that the consultants report of June 6, is attached to the Public Works Director memo dated April 5, although subsequent pages show a June 5 date. To be effective, the attachment should not post-date the main memo.

The Public Works Director's memo identifies that the developer should incorporate the consultants stormwater management comments as a condition of approval. While these comment do appear to address stormwater, it is unclear how dry weather flows will be accommodated.

The map showing the site, following the two pages of pictures after page 24, would suggest that lot #8 extends to abandoned Shawmut Avenue. This is not the case, as a strip south of the street right of way was retained and is now owned by the Park District.

And finally, while I would not have been able to make this final comment on June 10, having listened to the presentation on the Ashland Ave project on July 8, one cannot resist the comparison. The Ashland project proposes 24 units on 0.58 acres, or 41 units per acre. Even this was suggested as being too bulky or massive. The Opus project proposes 278 units on an unspecified amount dedicated to residential, i.e., how much of the 4.3 is commercial? No map is included with the staff memo, but perhaps 3 acres is a reasonable guess, although it appears that tables were derived based on the 4.3 acre total. Using 3 acres results in 93 units per acre. Certainly the correct standard and means of calculating need clarification.

I trust further comments will be allowed after the information from the July 22 meeting is available for review, unless a final decision is made at that time.

Harlan Hirt  
421 S. Spring Ave.

5-A.197

VILLAGE OF LA GRANGE  
Community Development Department

**MEMORANDUM**

TO: Plan Commissioners

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

DATE: July 8, 2014

**RE: CONTINUATION OF PLAN COMMISSION CASE #216 - PLANNED DEVELOPMENT CONCEPT/FINAL SITE PLAN APPROVAL TO AUTHORIZE A MIXED RETAIL AND MULTIPLE FAMILY RESIDENTIAL DEVELOPMENT, 31 E. Ogden Avenue, Opus Development Company, LLC.**

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At the Plan Commission public hearing on June 10, 2014, the applicant, Opus, presented applications to construct a mixed retail and multiple family development at the former Richport YMCA property at 31 E. Ogden Avenue. (Staff prepared a report and recommendations for the June Plan Commission meeting. If you do not have a copy of the Staff Report, copies are available at the Community Development Department.)

Opus presented the applications at the June hearing. Commissioners had several questions and discussed the following issues:

- Locust Realignment (signal timing)
- Design (bulk, break up façade, massing)
- Green space (Dog walk area)
- Parking convenience – access for retail
- How Shawmut interfaces with the project
- FAR justification
- Construction Staging

Based on comments at the last Plan Commission meeting of June 10, 2014, and discussions with Village Staff, Opus has amended its proposal and responded to the issues identified by the Commissioners. Attached is additional information as well as memorandums from the Village Manager and the consulting engineer, Baxter & Woodman.

The applicant will be available to present this information at the meeting. As this will be the third item on the Agenda for this meeting, depending on time, we may need to continue this case for further discussion on July 22, 2014.

VILLAGE OF LA GRANGE  
Administrative Offices

**MEMORANDUM**

TO: Plan Commission

FROM: Robert J. Pilipiszyn, Village Manager 

DATE: July 3, 2014

RE: **YMCA / OPUS REDEVELOPMENT PROJECT –  
SUPPLEMENTAL INFORMATION CONCERNING IDOT**

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The purpose of this memorandum is to provide you with a status update concerning the Village's discussions with IDOT involving improvements to the intersection of La Grange Road and Ogden Avenue, and how they relate to the proposed redevelopment of the YMCA property.

**Background**

In April 2008, the Village Board approved the Atlantic Realty Partners (ARP) plan to redevelop the site of the former Rich Port YMCA. As part of that Special Use / PUD approval process, ARP agreed to construct certain traffic and pedestrian mobility improvements including but not limited to a right turn lane from westbound Ogden Avenue onto northbound La Grange Road and to reconfigure and signalize the intersection of Ogden Avenue and Locust Avenue. ARP also agreed to dedicate the land upon which the improvements were to be made as public right-of-way.

The Village worked directly with IDOT at the time to secure the necessary permit approvals because the traffic circulation and pedestrian mobility improvements being sought were an exercise in thoughtful, multi-jurisdictional, and integrated land use planning best coordinated and led by the Village than handled by a developer. KLOA was our traffic consultant and planning partner.

With KLOA's assistance, the Village was able to secure a planning acknowledgement by IDOT staff at the time that of the two traffic signals requested by the Village, a new traffic signal at Ogden and Locust was more workable / feasible than the one at La Grange Road and Shawmut Avenue. Even after it appeared that the ARP Project was not going to materialize, KLOA continued to press on at our request with preliminary approval for the traffic signal at Ogden and Locust because we had concluded that any future redevelopment plan for the site would need to incorporate realignment and signalization of the intersection. Eventually, the task order was terminated and the Village moved on to other priorities.

Memorandum – Plan Commission  
RE: YMCA / OPUS Redevelopment Project  
Supplemental Information Concerning IDOT  
July 3, 2014 — Page 2

Since the time of ARP's application, the Village's management team has referenced and used this comprehensive traffic circulation and pedestrian mobility plan <sup>(1)</sup> as a blueprint.

The Village's interest in facilitating a right turn lane at the intersection of La Grange Road and Ogden Avenue is primarily to manage two traffic issues which exist today within the Village.

- First and foremost, truck traffic particularly gravel truck traffic, impedes pedestrian mobility and threatens the quiet enjoyment of our Village. With the addition of the northbound right turn lane from Ogden Avenue onto La Grange Road, the plan is to allow for and encourage gravel truck traffic to form a direct route from East Avenue to Ogden Avenue, rather than continue with its current dispersion of inconsistent travel patterns between Ogden Avenue and La Grange Road. This improvement will aid traffic management during both peak travel times and non-peak day time travel, thus providing relief to residents who reside on and in close proximity to La Grange Road as well as to the Central Business District.
- Second, we experience significant congestion on Ogden Avenue during peak travel times. In the westbound Ogden Avenue lanes, developing vehicular traffic congestion begins to infiltrate residential neighborhoods by using Burlington Avenue as a cut-through route to northbound cross-streets such as Ashland Avenue, Kensington Avenue and Brainard Avenue. By providing for a dedicated right turn lane on westbound Ogden Avenue, we hope to sufficiently increase clearance to reduce this infiltration.

Installation of this right turn lane would, however, result in a six lane pavement section to be crossed by pedestrians. This six lane profile is the same profile that exists for pedestrian movements at the south leg of the intersection of La Grange Road and Ogden Avenue. We do not have any pedestrian crossing issues at that location, although we do acknowledge that there is no right turn on red permitted at the two corners at that leg of the intersection. To enhance pedestrian safety, we recommend that we pull pedestrians, bicyclists, and commuter traffic away from the intersection of La Grange Road and Ogden Avenue to a three-way, reduced pavement, and signalized intersection of Locust Avenue and Ogden Avenue. Any north-south pedestrian movements which remain at La Grange Road and Ogden Avenue will either be specific to the development, the La Grange Towers or more regional in nature.

If you believe that these concepts are no longer valid, or that a right turn lane would be fundamentally detrimental to the Village, then the Village's management team and the Village Board needs to know that at this time.

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(1) Among other things, the plan provided for a perimeter road around the rental portion of ARP's development, a corresponding land exchange between the Village and the Park District, a traffic calming circle at the intersection of Shawmut Avenue (extended) and Locust Avenue, reconstruction of Village parking lot 14, integration of pedestrian mobility / access from the west, southwest and south between the ARP development and a to-be-redeveloped Gordon Park and a pedestrian bridge over Ogden Avenue parallel to the BNSF Railroad trestle (Hillgrove Avenue extended east).

Memorandum – Plan Commission  
RE: YMCA / OPUS Redevelopment Project  
Supplemental Information Concerning IDOT  
July 3, 2014 — Page 3

On a related matter, and depending on the direction of the conversation concerning the above, it would be our intent to discuss with IDOT the feasibility of sequencing a continuous green signal on Ogden Avenue during peak periods of congestion created by train movements, and perhaps an occasional sequencing of the left turn on southbound La Grange Road at Ogden Avenue to clear stacking, all of which is intended to move traffic on state routes which may otherwise infiltrate residential neighborhoods in La Grange. (Note the improved and safer stacking of traffic on southbound La Grange Road with even the modest improvement of eliminating the on-street parking spaces in front of the commercial properties on the west side of the 100 block of North La Grange Road.)

It would also be our intent to discuss with IDOT, the feasibility of adding a dedicated left turn lane from westbound Ogden Avenue to westbound Burlington Avenue. The purpose of this traffic management addition is to: a) protect against rear end collisions; b) create a continuous ribbon of two-lane westbound traffic to clear stacking on Ogden Avenue through the La Grange Road intersection; and c) improve the turning radius / sight line for traffic transitioning from eastbound Burlington Avenue onto eastbound Ogden Avenue.

#### OPUS Redevelopment Proposal

Since our meeting with the Metro YMCA last Fall, at which time we were introduced to OPUS Development Company, LLC (OPUS) as the contract purchaser of the Rich Port YMCA site, OPUS has consistently expressed their intent to focus their redevelopment plan within the confines of the subject property. As a self-sustaining development initiative, OPUS did not pursue acquisition of the 1.0acre Park District parcel as was previously incorporated into the ARP plan to square off the redevelopment site. OPUS also felt that because of the destination nature of their intended use of the subject property, that their proposed development would function effectively without a perimeter road. OPUS felt that their traffic impact was limited to the two main curb cuts on their property (one on La Grange Road and one on Ogden Avenue), along with the access road intersecting with Shawmut Avenue.

Because OPUS' proposed project is considerably scaled-back, as compared to the ARP plan, the Village's management team had to re-set and significantly retrench its expectations in affecting the traffic circulation and pedestrian mobility plan.

On a parallel line with the contract purchase of the YMCA property, IDOT has been conducting a Phase I Study for improvements to the intersection of La Grange Road and Ogden Avenue. The impetus for the study is the recent acquisition of federal highway safety improvement program funds by IDOT for this intersection. IDOT's preliminary analysis provided for right-of-way acquisition to improve the turning radius from southbound La Grange Road onto westbound Ogden Avenue, a right turn lane from westbound Ogden Avenue to northbound La Grange Road, and a realignment of Locust Avenue at Ogden Avenue, but only with right-in / right-out movements. A staff presentation of IDOT's preliminary analysis was presented to the Village Board last year. At that time, the Village Board unanimously voiced strong concerns with what was felt to be significantly diminished access to Locust Avenue / Gordon Park, which would

5-A-201

Memorandum – Plan Commission  
RE: YMCA / OPUS Redevelopment Project  
Supplemental Information Concerning IDOT  
July 3, 2014 — Page 4

precipitate traffic infiltration into residential neighborhoods to the west in order for both regional and local traffic to make a return movement to eastbound Ogden Avenue. That concern was communicated to IDOT.

During the pre-application process, the Village communicated its concerns to OPUS that it was not reasonable to think that the two curb cuts as a right-in / right-out movement and the access road to Shawmut Avenue were sufficient to effectively and efficiently serve the redevelopment project. It was also noted that the development by its design was isolating itself from Gordon Park both in terms of connectivity and appearance of its east elevation. In a (creative) response to these two critiques, OPUS created the concourse level for inter-connected public parking and pedestrian mobility. (Design changes were also made to the east and rooftop elevations of the project, but these items are not the subject of this memorandum).

During the pre-application process, the Village and OPUS agreed to a number of on-site and off-site public improvements and compensating amenities as part of the development plan. These items are reflected in the staff report. We, however, came to an impasse in principal with OPUS as to who should be responsible for and therefore fund the planned realignment of the Ogden Avenue and Locust Avenue intersection.

Despite this impasse, there was sufficient concurrence and general direction provided on other matters through the pre-application process that OPUS continued with the PUD application process.

We included the re-alignment of the intersection of Ogden Avenue and Locust Avenue in the staff report as a condition of development approval because:

- 1) it would not have been responsible for the Village's professional staff to drop the matter without some resolution;
- 2) that direction / decision more appropriately rests with either the Plan Commission or the Village Board; and
- 3) the Plan Commission and Village Board may wish to leverage that condition for other development-related priorities of a community interest.

#### IDOT

On yet another tandem, the Village initiated a meeting with IDOT back in March to ascertain if the scope of federal highway safety work to the intersection of La Grange Road and Ogden Avenue could be expanded to include the realignment and signalization of Locust Avenue at Ogden Avenue. We challenged IDOT to look beyond the intersection and to consider traffic circulation and safe pedestrian mobility in a larger planning context.

Memorandum – Plan Commission  
RE: YMCA / OPUS Redevelopment Project  
Supplemental Information Concerning IDOT  
July 3, 2014 — Page 5

After two more meetings, and with the assistance of KLOA as our traffic consultant, we learned the following:

1. IDOT acknowledged that the construction of the right turn lane on westbound Ogden Avenue would impact the existing Locust Avenue dog-leg.
2. However, after estimating the cost of this extra work and other factors, the project would no longer be cost-effective under federal funding guidelines.
3. IDOT proceeded to indicate that while funding for the realignment of Locust Avenue may not be feasible through the pending federally funded project, there are discretionary funding sources available within IDOT should the Village be able to acquire the necessary right-of-way from the developer at no cost to IDOT.
4. IDOT was very clear that the traffic signal was solely a local improvement and therefore, would need to be funded either by the Village, the developer, or through other sources or stakeholders.

IDOT is awaiting direction from the Village on certain matters (e.g. – land donation decisions; who is going to pay for what; are we going to proceed with a realignment of Locust; if so what is its scope; estimated timetable, etc.) before it proceeds with Phase II improvements to the intersection of La Grange Road and Ogden Avenue and with processing OPUS' traffic permit applications. (It appears that IDOT is comfortable with the design concept of re-aligning Locust Avenue.)

On another tandem, I initiated a conversation with Mr. Sean Spellman of OPUS last week to ascertain his intentions with respect to the “grant an easement or some other form of control” narrative in their submittal as it related to the land required by IDOT and to provide him with a general update on our conversations with IDOT.

Mr. Spellman was very forthcoming. In summary, OPUS expected that the right-of-way required by IDOT would be a public dedication of land (at no cost to IDOT or the Village; this action is part of their set of offsetting public improvements / amenities). Furthermore, OPUS is agreeable to dedicate any additional land that may be required for the realignment of Locust Avenue, such as the shifting of pavement to the north to accommodate a left-turn lane from eastbound Ogden Avenue, onto northbound Locust Avenue.

The design of the reconfiguration for the intersection of Locust Avenue that we have been discussing with both IDOT and OPUS is for a three-lane profile – one lane inbound, one left turn lane outbound onto eastbound Ogden Avenue, and one right-turn lane outbound onto westbound Ogden Avenue. Although the land exchange between the Village and Park District of La Grange approved last year for the redevelopment of Gordon Park should be what encompasses this realignment (the pencil tip), OPUS has acknowledged that should the final design geometry extend on to their property, that land will also be subject to dedication.

5-A-203

Memorandum – Plan Commission  
RE: YMCA / OPUS Redevelopment Project  
Supplemental Information Concerning IDOT  
July 3, 2014 — Page 6

We also discussed with Mr. Spellman the coordination of improvements between IDOT and OPUS' redevelopment project. IDOT is tentatively scheduled to construct improvements to the intersection of La Grange Road and Ogden Avenue in 2016; more likely in 2017. OPUS currently plans to complete construction and be substantially occupied by the end of 2016. Because the realignment of Locust Avenue is a critical means of ingress / egress for the overall functional circulation of the redevelopment project, we inquired of Mr. Spellman if OPUS would be agreeable to construct the re-alignment of Locust Avenue on a reimbursable basis (either by the Village or by IDOT). This way, the improvements will be fully completed allowing both new residential tenants and the greater community to enjoy the benefit of improved access to Gordon Park and Village Parking Lot 14 concurrent with the completion of the new development. This will expedite the process by at least a factor of one year than if we have IDOT perform the work as part of the improvements to the intersection of La Grange Road and Ogden Avenue.

In the spirit of cooperation, Mr. Spellman quickly responded in the affirmative; his only material concern was a reasonable and fixed date for repayment of costs including cost of funds. He suggested two to three years from completion as an example.

#### STAFF ASSESSMENT & RECOMMENDATION

We are pleased with the general direction we are going with respect to traffic improvements related to the OPUS redevelopment project.

1. OPUS has clarified that they will conduct a dedication of public right-of-way as required by both the Village and IDOT.
2. IDOT has provided sufficient representation that the realignment of Locust Avenue can be funded by the State. The next step is to commit this representation into a written instrument (which they suggested could be a memorandum of understanding).
3. President Livingston has already initiated contact with the Village's state legislators as it relates to potential funding for a traffic signal at Ogden Avenue and Locust Avenue. We will continue to pursue other funding sources for the traffic signal such as surface transportation program funds allocated under the federal transportation bill. [This is the same source being used to fund 70% of the traffic signal and pedestrian safety improvements scheduled for the Willow Springs Road corridor in 2015; the traffic signal will be located on Willow Springs Road at the intersection of the Lyons Township High School South Campus (south end of their circular drive) and the Park District's new entrance to Denning Park].

For these reasons, we recommend that the preliminary staff recommendation to require OPUS to design and construct a re-alignment of Locust Avenue can be removed as a condition of development approval. Furthermore, and subject to legal guidance by Village Attorney Mark Burkland, the dedication of public right-of-way and terms of a potential reimbursement to OPUS

5-A.204

Memorandum – Plan Commission  
RE: YMCA / OPUS Redevelopment Project  
Supplemental Information Concerning IDOT  
July 3, 2014 — Page 7

for advancing the realignment of Locust Avenue can either be stated as conditions of approval, carried forward in a more detailed development agreement, or a combination between the two.

We hope that you find this status update to be useful and that it aids in the efficiency of your deliberations.

C: Village President  
Village Board of Trustees  
Village Clerk  
Village Attorney  
Patrick Benjamin, Community Development Director  
Ryan Gillingham, Public Works Director  
Luay Aboona, KLOA  
Sean Spellman, OPUS

H:\cbenjamin\DATA\YMCA Opus - Memo to Plan Commission.doc

5-A.205



June 27, 2014

Mr. Patrick Benjamin, L.E.H.P.  
Community Development Director  
**Village of La Grange**  
53 S. La Grange Road  
La Grange, IL 60525

**RE: Uptown La Grange Plan Modifications**

Dear Pat:

Per the Village of La Grange Staff Report dated June 10, 2014 and the subsequent Plan Commission comments from June 10, 2014, Opus Development Company, L.L.C. is pleased to present the following revised plans and commentary for consideration. Over the next week, we will continue to fine tune our materials in anticipation presenting amended concept plans at the July 8, 2014, Plan Commission meeting.

**Locust Realignment**

In a follow-up the June 10 Plan Commission meeting, Village Manager Bob Pilipiszyn contacted me to provide a status update regarding the Village of La Grange's ongoing discussions with IDOT. Mr. Pilipiszyn and I met in his office on June 23, and as relayed to me, the direction of the IDOT conversations seems encouraging.

As I clarified for Mr. Pilipiszyn, and will now clarify for you, Opus is willing to commit that the land required by IDOT for the right turn lane (westbound Ogden Avenue onto Northbound La Grange Avenue) and realignment of Locust Avenue at Ogden Avenue will be conveyed to IDOT in a form acceptable to them, most likely dedication of a permanent ROW.

It is my understanding that Village Manager Pilipiszyn will be presenting the Plan Commission a letter summarizing his conversations with IDOT.

That said, Opus will continue to work with the Village of Lagrange, KLOA Consultants and IDOT in any capacity necessary to facilitate the ultimate goal of completing comprehensive re-alignment at Locust Avenue at Ogden Avenue and re-configuration of the intersection of Ogden Avenue and La Grange Road, as approved by IDOT.

In the event that timing of the Locust Avenue realignment project does not align with the delivery of the Uptown LaGrange development (delivery Spring 2016), Opus will commit to complete the approved re-configuration work on behalf of IDOT, subject to final reimbursement arrangement from IDOT and/or the Village, including cost of funds. If this concept is approved as a viable alternate, final terms of any such agreement will be contemplated within the final development agreement.

**Design Considerations**

The Opus design team has incorporated comments received during the June 10th Plan Commission meeting and will present revised building elevations and design concept revisions at the July 8<sup>th</sup> Plan Commission meeting.



**Green Space / Dog-walk Area**

The attached site plan and landscape plan have been revised to provide a designated dog park area on the east side of the building. Additionally, the plan has been modified to create dedicated pedestrian access pathways throughout the site. These modifications will be described in full detail at the July 8<sup>th</sup> Plan Commission meeting.

**Retail Parking Access and Convenience**

The attached site plan and landscape plan have been revised to provide pedestrian crosswalks throughout the retail portion of the project. These modifications will be described in full detail at the July 8<sup>th</sup> Plan Commission meeting.

**Shawmut Avenue Interface**

The Opus design team has studied the existing conditions at Shawmut Avenue and has made appropriate adjustments to accommodate the existing conditions. These modifications will be described in full detail at the July 8<sup>th</sup> Plan Commission meeting.

**FAR Justification**

Opus will detail the special features, compensating amenities and other site design factors that delineate "excellence" under the defined PUD guidelines to substantiate allowed FAR relief at the July 8<sup>th</sup> Plan Commission meeting.

**Construction Staging**

A complete construction staging and site access plan will be detailed during the July 8<sup>th</sup> Plan Commission meeting.

As you review the enclosed information, please feel free to contact me with any questions or comments.

Sincerely,  
OPUS DEVELOPMENT COMPANY, L.L.C.

A handwritten signature in black ink that reads "Sean T. Spellman".

Sean T. Spellman  
Vice President and General Manager

8840 W. 192nd Street  
Mokena, IL 60448  
815.459.1260  
708.478.8710  
www.baxterwoodman.com  
info@baxterwoodman.com



## Memo

**To:** Ryan Gillingham, P.E., Director of Public Works

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**From:** Steve Amann, P.E., CFM

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**Date:** July 2, 2014

**Project No.:** 140587.90

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**Subject:** Uptown La Grange - Preliminary Design Review (Second Review)

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The following comments summarize the larger engineering issues pertaining to the planned mixed-use development at the northeast corner of La Grange Road and Ogden Avenue. This review is based on the following items, all of which were prepared by Spaceco, Inc. and were submitted in response to our June 6 review memo and the June 26 review meeting:

- Preliminary Site Improvement Plans revised June 27;
- Preliminary Stormwater Management Report revised June 2014; and
- Response letter dated June 26.

Please note that this is not a comprehensive review, since the plans do not have sufficient detail at this point to fully evaluate all of the applicable requirements.

### ***Overall Submittal***

1. The developer has completed a Phase I Environment Site Assessment and soil borings, and will furnish copies of the respective reports to the Village upon completion.
2. KLOA, Inc. has submitted preliminary traffic information to the Illinois Department of Transportation to pursue right-of-way permits from IDOT. Spaceco's response letter indicates that signs within public rights-of-way will meet the Village's sight distance ordinance.
3. The design engineer acknowledges that construction permits will be obtained from the following outside agencies, at a minimum:
  - a. Metropolitan Water Reclamation District of Greater Chicago
  - b. Illinois Department of Transportation;
  - c. Illinois Environmental Protection Agency Division of Public Water Supplies; and
  - d. IEPA Division of Water Pollution Control (for sanitary sewer construction and construction site runoff).

5-A-208

### ***Grading and Stormwater Management***

4. The developer and design engineer have addressed our previously-stated concerns about the stormwater management systems. Although some revisions and additional information will be necessary to provide final engineering plans and supporting documents, the development now meets the Village's stormwater management goals of improving the drainage characteristics of the site.

### ***Utilities***

5. The dead-end water main serving the retail building will be sized to provide sufficient fire flow to the hydrant at its end.
6. Plans were submitted to the Fire Department on June 26 for review of the hydrant spacing and locations, and vehicular access.

### ***Access and Circulation***

7. The developer is working with the Village and the Illinois Department of Transportation to reconfigure the existing intersection of Locust and Ogden, and has committed to constructing these improvements in conjunction with the development, subject to reimbursement from the Village and IDOT. The signalization of this intersection should also be completed.
8. We understand that the developer has agreed to dedicate the necessary right-of-way for IDOT's improvement of the Ogen/LaGrange intersection. This should be reflected on the plat of subdivision, which will require IDOT approval.
9. The pedestrian facilities have been improved, including complete accessible routes in or along the public right-of-way. The sidewalk needs to be extended to and through the Locust/Ogden intersection, which is not reflected on the current plans.

### ***Lighting***

10. Relocation of the existing street lighting, pedestrian-scale lighting, and photometric analysis will need to be included in all roadway improvements, and coordinated with IDOT and the Village.

During the course of this review, we noted additional items which will need to be addressed prior to final plan approval. It would be premature to attempt to list, address and resolve these issues since the plans will likely go through several revisions prior to becoming final construction documents. Additional information and calculations will be necessary to support the design.

Please let us know if you have any questions or need any additional information.

I:\Mokena\LAGRV\140567-Uptown SPR\80-PlanReview\Work\Uptown Memo 2 070214.dotx



CONSULTING ENGINEERS  
SITE DEVELOPMENT ENGINEERS  
LAND SURVEYORS

9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018  
Phone: (847) 696-4060 Fax: (847) 696-40605

June 26, 2014

**VIA FTP UPLOAD**

Stephen R. Amann, P.E., CFM  
Baxter & Woodman, Inc.  
Mokena, IL  
708.478.2090 Office

**RE: UPTOWN LA GRANGE – PRELIMINARY DESIGN REVIEW  
LA GRANGE, IL  
SPACECO PROJECT NO. 7982**

Dear Steve:

Please find uploaded the following documents (Full size & reduced) per your requirements:

1. Revised Preliminary Engineering Plan
2. Revised Preliminary Stormwater Management Report

The following are responses to the June 9, 2014 deficiency letter:

Overall Submittal

1. A Phase I Environmental Site Assessment should be completed for this site to investigate potential soil contamination issues, particularly from the pervious gas station. Leakage from underground tanks, and potential clean construction debris impacts, need to be addressed before construction begins.  
**RESPONSE: A Phase I for the site has completed by the developer, a copy of the Phase I will be uploaded to your site when available.**
2. A comprehensive Soils report, based on site borings and analysis, is needed to design buildings and pavements, and analyze groundwater impacts on below-grade construction of buildings and utilities.  
**RESPONSE: A soils report has been completed by TSC, Inc. a copy of the report will be uploaded to your site when available.**

5-A.210

3. Right-of-way permits within Village and Illinois Department of Transportation rights-of-way are anticipated by the developer for driveways, loading spaces, monument signs, and landscape features. We recommend that signs within public rights-of-way be checked for adequate sight-distance per the Village's sight distance ordinance.

**RESPONSE: Submittal by the traffic consultant KLOA has been made to IDOT. Right-of-way permits from IDOT will be obtained as necessary and at the direction of IDOT. All signs will be shown to meet the Village sight distance ordinance as part of final engineering plans.**

4. Construction Permits will be needed from the following outside agencies, at a minimum
  - a. Metropolitan Water Reclamation District of Greater Chicago
  - b. Illinois Department of Transportation
  - c. Illinois Environmental Protection Agency Division of Public Water Supplies; and
  - d. IEPA Division of Water Pollution Control (For Sanitary Sewer and construction site runoff)

**RESPONSE: Noted. All permits will be applied for after final construction drawings are completed.**

5. The Detention storage facility needs to be relocated and redesigned.
  - a. Stormwater runoff is proposed to be stored in a vault below part of the parking garage, which is very atypical. We strongly recommend that this not be done, for the reasons enumerated in our memo of March 13, 2013. These include restrictive inlet capacities, the absence of an overflow route outside the building, extremely difficult access to the vault for maintenance and repair, potential exfiltration from the vault into the garage and bearing soils, and the potential for polluted stormwater to create toxic mold within the building. In addition, the bottom of the vault is above the lowest floor of the parking garage. This will require that the vault be watertight and impermeable, to prevent runoff from flooding the garage. Underground vaults have been used in many locations to store runoff, but they are almost always located in parking lots.

**RESPONSE: In urban applications, vaulted detention storage is becoming more common. It can be found under building slabs, garden courtyards, and as in this case, an internal parking structure. In our preliminary stormwater report, we have provided a list of 15 recent projects that have a similar detention vault design. The design of internal vaults is a collaboration with the architect, project structural engineering, MEP designer, geotechnical engineer, and civil engineer. Our preliminary drainage report includes guidelines that should be followed as a basis for the construction documents. Per the June 26<sup>th</sup>, meeting at public works, we have updated the stormwater report per the discussed preliminary design constraints and Village concerns.**

- b. The design methodology used is the Modified Rational Method, which relies on incorrect outflow assumptions. Older rainfall data, which doesn't reflect current rainfall patterns, is also used. Both of these factors result in a significantly undersized storage volume. We recommend that runoff hydrograph methods, and Illinois State Water Survey Bulletin 70 rainfall data, both used in its design.  
**RESPONSE: The stormwater report has been updated as requested and uses TR-20 modeling with Bulletin 70 Rainfall data to calculate the required detention volumes.**
6. The storm sewers draining the detention facility need to be routed to the site's southeast corner, so they can be connected to the planned Ogden Avenue Relief Sewer. This will require connecting to the existing Locust Avenue Combined Sewer, which will require reconstruction from this point north to the existing east west combined sewer aligned with Shawmut Avenue.  
**RESPONSE: A storm sewer extension has been proposed to the southeast corner of the site. When the Ogden Relief Sewer is constructed, this will allow for a connection to be made by the Village. Exact location of connection manhole will need to be coordinated with the Village as part of the final engineering plans.**
7. Additional Elevations are needed on the site and adjacent properties to ensure that runoff from this site will be directed to the detention facility before leaving the site, and not backing up onto adjoining properties.  
**RESPONSE: As discussed, an existing and proposed hydrograph model was completed. The modeling shows a significant reduction in downstream runoff even with some minor unrestricted areas from the site. Areas & flow rates are detailed in the preliminary stormwater management report.**
8. The dead-end watermain serving the retail building should be looped, or at a minimum, sized to provide sufficient fire flow to the hydrant at its end.  
**RESPONSE: The watermain will be sized to provide sufficient flow to the hydrant. This has been noted on the plans. The sizing will be provided with the final design documents.**
9. Fire Department review is needed for the hydrant spacing and locations, as well as the Fire department connections to the building.  
**RESPONSE: The revised plan per your comments has been submitted to the Fire Department for review.**

10. Based on the Traffic Impact Study, a significant portion of the traffic at Locust and Ogden will be generated by this site. Accordingly, this development should address the following needed Improvements.
- The realignment of Locust at Ogden, needed for safe access to and circulation within the site, needs to be completed before the Illinois Department of Transportation Improvements to Ogden and La Grange are constructed.
  - Locust at Ogden needs to be Signalized.

**RESPONSE: A submittal has been made to IDOT and upon receipt of their input, additional discussion with the Village may be required to incorporate IDOT direction.**

11. Based on the Traffic Impact Study, very few vehicles are expected to make a left turn from westbound Shawmut to Southbound La Grange. For Safety, considerations should be given to eliminating this movement (assuming the signalization of Locust and Ogden Avenues occurs).

**RESPONSE: A dedicated left turn is proposed so that the vehicles can make the right turn to Northbound La Grange without being blocked by a vehicle making a left hand turn.**

12. The Phase 2 improvement plan needs to reflect the anticipated right-of-way dedication for the IDOT improvement. This should be reflected on the plat of subdivision, which will require IDOT approval.

**RESPONSE: IDOT direction on the improvements will impact the dedication of right-of-way.**

13. Pedestrian Facilities need to be completed, particularly:

- Complete accessible routes, including elimination of stairs in the public right-of-way;
- Extending sidewalk along Ogden to and through Locust/Ogden Intersection; and
- Combining the site sidewalks and Ogden sidewalk to eliminate current overlaps and gaps, and to provide a wider walk complementing the pedestrian-oriented nature of central business district, including public streetscape features per Village design standards.

**RESPONSE: The sidewalk has been reoriented on the Phase 1 & Phase 2 plans to remove the stairs and extend the crosswalk from Ogden thru Locust.**

14. Relocation of the existing street lighting within the sidewalk needs to be included in the project and coordinated with IDOT and the Village.

**RESPONSE: IDOT direction on the improvements will impact the lighting design.**

15. Pedestrian-oriented street lighting along La Grange and Odgen Avenues adjacent to the development is identified to be included as part of the project.

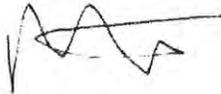
**RESPONSE: Pedestrian Street lighting will be incorporated as part of the project.**

16. Photometric analysis will need to be provided. Street Lighting must meet both Village and IDOT requirements.

**RESPONSE: A photometric analysis will be completed and submitted after necessary lighting improvements and determined. Standards will meet both the Village & IDOT requirements.**

Sincerely,

SPACECO, Inc.



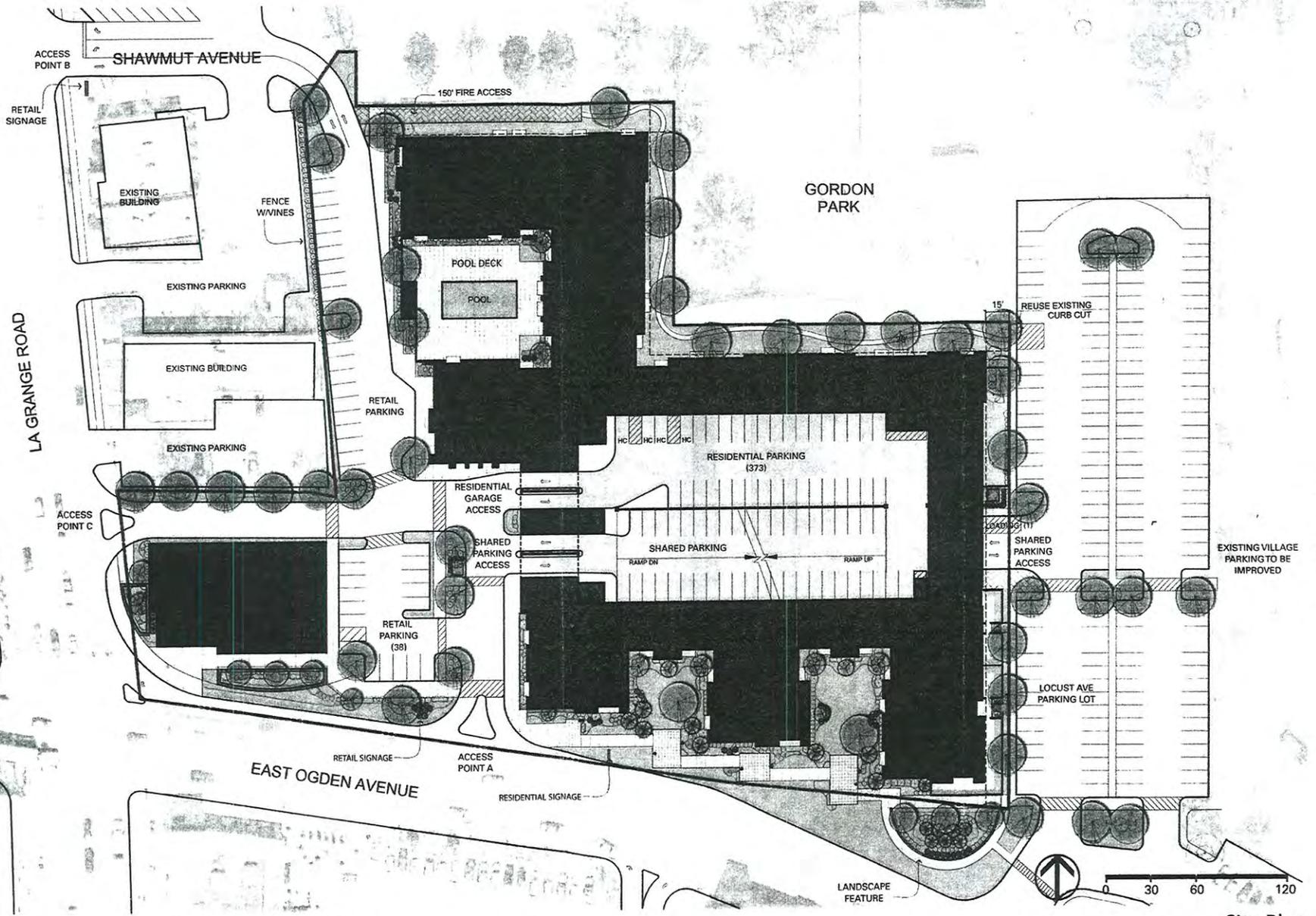
Daniel C. Stevens, P.E.  
Senior Project Manager

C: Ryan Gillingham – Village of La Grange (1 set Plans; 1 set Calcs)  
Jim Caesar, Michael Stimac (Email)

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5-A-214





5-A.216

5-A-217

# UPTOWN LAGRANGE

## PRELIMINARY SITE PLAN - PHASE 2

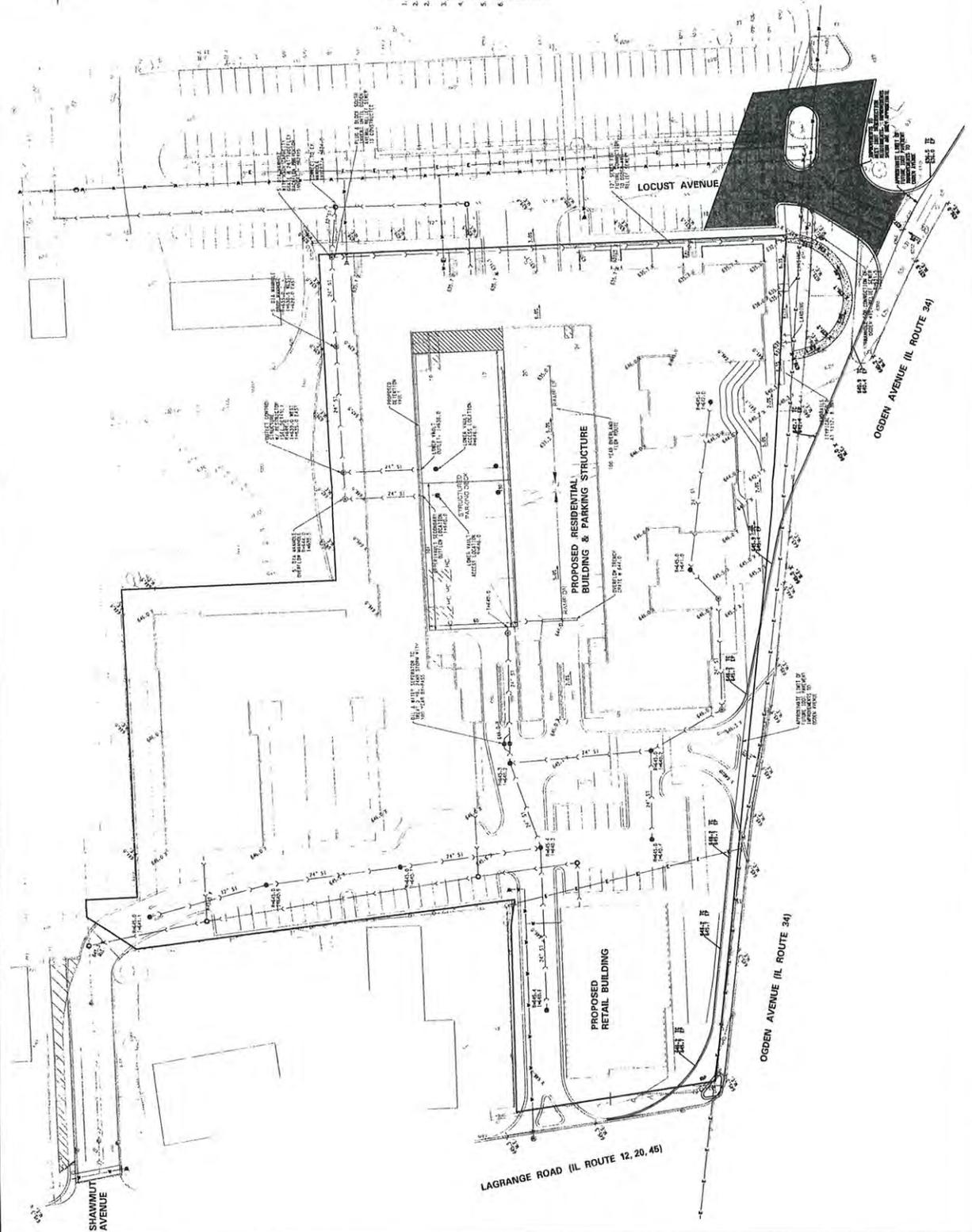
CONSULTING ENGINEERS  
LAND DEVELOPMENT ENGINEERS  
LAND SURVEYORS

SPICECO INC.  
FILE NAME: 7895P-REV1-PH1  
DATE: 02/28/14  
JOB NO: 7895  
SHEET: P-PH2  
7 OF 7

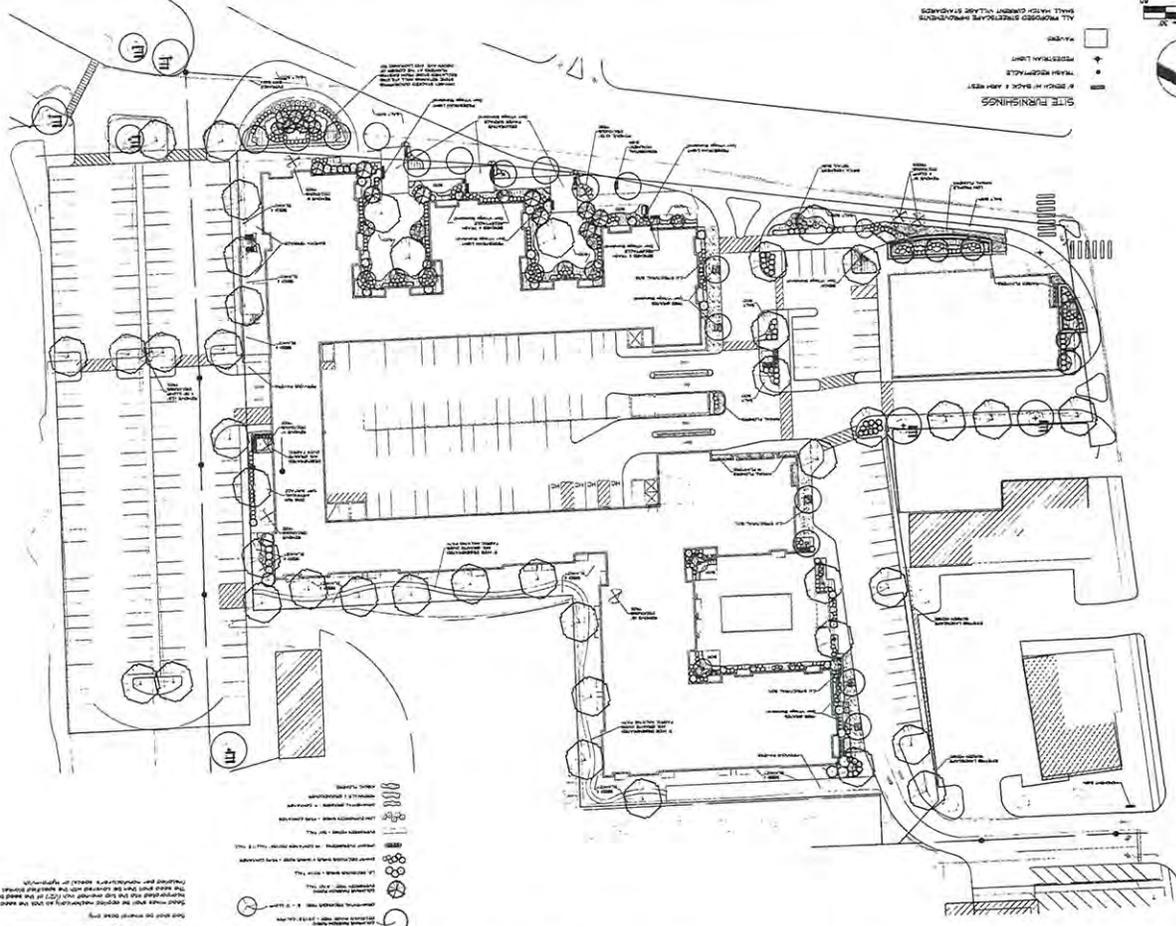
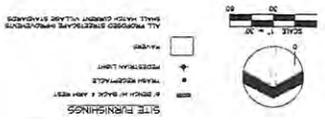


- LEGEND**
- FIN FINISHED FLOOR
  - LD LOCAL DRAINAGE
  - 100-YEAR OVERLAND FLOW ROUTE
  - LD LOCAL DRAINAGE DRAINAGE
  - TOP OF CURB
  - EDGE OF PAVEMENT
  - FINISHED GRADE
  - STORM SEWER
  - CATCH BASIN
  - MANHOLE

- NOTES**
1. ALL CURB AND GUTTERS TO BE AS SHOWN TO BE B.C.C.
  2. ALL EXISTING ARE FINISHED GRADE.
  3. ALL SPOT GRADES ALONG CURB LINE ARE EDGE OF PAVEMENT UNLESS NOTED OTHERWISE.
  4. 100-YEAR FLOOD AREA ASSIGNED TO BE S.C.C. ONLY.
  5. STORMWATER SHALL BE DISCHARGED TO THE S.C.C. ONLY AS PART OF STRUCTURAL ENGINEERING PLAN.
  6. FOR ALL IMPROVEMENTS, FINISHING SHALL BE REQUIRED.
  7. THE CONTRACTOR WILL BE RESPONSIBLE FOR INSTALLING CURB AND GUTTERS, AND FOR PROVIDING ALL NECESSARY MATERIALS AND LABOR FOR THE INSTALLATION OF CURB AND GUTTERS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND EXISTING STRUCTURES.







CHECKED: \_\_\_\_\_  
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 PLANNER: JMS  
 SCALE: 1"=30'  
 DATE: 5-6-14  
 SHEET: L-1  
 PROJECT NO.: 1914 8617A  
 PHASE: 1  
 PRELIMINARY LANDSCAPE PLAN

www.irggroup.com  
 Site & Community Planning  
 Landscape Architecture  
 324 N. BISHOPVILLE  
 LONDON, KY 40301  
**IRG** Inc./Ryan Group, Inc.

UPTOWN  
 LaGRANGE  
 LaGrange, Illinois

NO.	REVISIONS	DATE
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2014 Ryan Group, Inc.  
 324 N. Bishopville  
 London, KY 40301  
 www.irggroup.com

5-19-219

## STAFF REPORT

PC Case #216

TO: Plan Commission

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

DATE: June 10, 2014

RE: PLANNED DEVELOPMENT CONCEPT/FINAL SITE PLAN APPROVAL TO AUTHORIZE A MIXED RETAIL AND MULTIPLE FAMILY RESIDENTIAL DEVELOPMENT, Northeast Corner La Grange Rd and Ogden Ave, 31 E. Ogden Avenue, Opus Development Company, LLC.

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### I. BACKGROUND

Opus Development Company is the contract purchaser of the former YMCA property, a 4.29 acre site previously used for a fitness facility, child care, and single room occupancy (SRO) housing at 31 E. Ogden Avenue. This site is currently vacant land – the former Richport YMCA building was demolished in 2010. The southwest corner of the property was formerly a Shell Gas Station that was demolished in 1990.

Opus proposes to redevelop the subject property with a mixed retail and multiple family development. Specifically, the applicant wishes to construct a 9,200 square-foot single story retail building on the northeast corner of Ogden Avenue and La Grange Road with 38 surface parking spaces. A five-story residential building with a total of 278 market rate rental apartments will wrap around a five-story parking garage with 417 parking spaces, 373 dedicated to the residents and visitors of the building, as well as 44 spaces on the first floor and concourse level to be shared with the public.

As provided in our Zoning Code, Opus participated in pre-application meetings held in November and December 2013, which included at various times: the Village President Livingston, Trustee McCarty, Village Clerk Burns, Plan Commission Chairperson Kardatzke and Vice Chair Laura Weyrauch, the Village management team and Village Planner. These meetings involved discussions about site circulation, vehicular and pedestrian access, and potential for a 2-story building on the corner, public improvements and offsetting amenities, pedestrian safety, connections to Gordon Park, and resulted in revisions to the site plan and design of the building.

Participants at the meetings generally found the overall concept of the plan to be acceptable, that being predominantly a multi-family residential development which supports the downtown businesses as opposed to creating a separate commercial center that might draw away from our existing downtown. Recommendations included improvements to vehicular and pedestrian circulation as well as direction on design –

specifically the suggestion that, as in review of Atlantic Realty Partners' previously approved proposal, a Chicago School or craftsman style design might be preferred by the Village Board.

As you are aware, one of the planned development criteria is the requirement that the applicant provide compensating amenities for the relief being sought. In order to go forward with application, Opus requested a list of Staff's thoughts on potential required public improvements, including cost estimates, so that they could be prepared in negotiations with the YMCA. In response, in several meetings (which included the Village President, Village Clerk and Village Manager, Community Development Director, Director of Public Works and Assistant Community Development Director/Village Planner), Village Staff presented specific public improvements and estimated costs of such improvements.

The recommended improvements were very similar in scope as to what was required of A.R.P. They included but were not limited to: burial of all utilities, reconstruction of Shawmut Avenue as ingress/egress to the west, site preparation for traffic signal including reorientation of Locust Avenue at Ogden Avenue, storm water detention and green initiatives, reconstruction of adjacent rights-of-way, install new traffic signal standard at corner of La Grange Road and Ogden, install right turn lane on westbound Ogden, water improvements to service site, separate storm water to deep tunnel shaft, installation of traffic signal and crosswalks at Locust and Ogden Avenue, reconstruct Locust Avenue and Parking Lot #14 with permeable paver construction to be shared parking with development, commuters and park visitors, and monetary contribution towards Ogden Avenue relief sewer (OARS).

In subsequent meetings, which also included YMCA representatives, Opus analyzed the public improvements requested by Village Management Team, and they objected to several of them. Opus indicated that they had offered to pay \$9.1 million for the property and were limited in what they could afford to offer the Village in public amenities, as outlined on page 22 of the Executive Summary of the Application submittal.

## II. APPLICATIONS

After staff evaluation of the Application, we determined that it is necessary for the plans to be approved as a Large Planned Development, because the total land area is more than 40,000 square feet, the project includes more than one principle building, and it requires relief from several provisions of the Code as outlined in Section 4 of this report and on pages 16-20 of Section 1, "Executive Summary" of the Opus submittal.

In order to construct the proposed development Opus, the applicant, has submitted the following applications:

1. Zoning Map Amendment
2. Large Planned Development

3. Final Site Plan Approval
4. Design Review
5. Special Use Permit

1. **MAP AMENDMENT**

Opus has filed an application with the Community Development Department for a Zoning Map Amendment to rezone a portion of the property located at 31 E. Ogden Avenue from its current classification as OS Open Space to the C-3 General Service Commercial District so that the entire site would be classified under a single zoning district. Staff recommends that the site should be zoned within a unified district. Opus requests that the entire property be rezoned to the C-3 district.

AMENDMENT CRITERIA:

In reviewing the request for Zoning Map Amendment, be guided by the principles stated in Section 14-605 of the Zoning Code: “...*the power to amend this Code is not an arbitrary one but one that may be exercised only when the public good demands or requires the amendment be made. In determining whether the principle is satisfied in any particular case...weigh the data required in 14-101E and among other factors, the following standards:*”

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

One of the key purposes of the Zoning Code according to Section 1-102, is to “*implement and foster the goals and policies of the Village's Official Comprehensive Plan.*”

The subject property is located within the Burlington Northern Santa Fe (BNSF) Sub Area of the *Comprehensive Plan*, which “*reinforces the role of Downtown La Grange as the community's mixed-use center. The Plan organizes transit supportive planning principles around the three dimensions or '3D's.' They provide a means for the Village to evaluate and judge the appropriateness of private and public investments. The 3D's include density, design and diversity.*”

Among the principles related to density, design and diversity are the following:

- *Density combined with mixed land use creates the most effective and successful transit-oriented development;*
- *Varied housing types should be located within walking distance to transit facilities;*
- *Encourage higher housing densities within one-quarter mile or 5 minute walk of [Metra] station areas;*
- *Maintain and emphasize pedestrian and bicycle improvements and access; and*
- *Extend a pedestrian-oriented streetscape to all BNSF Railroad Corridor streets.*

In addition to general principles and policies, the *Comprehensive Plan* established a Land Use Plan for future development within the Village. This land use plan identifies the property at the corner of La Grange Road and Ogden Avenue as BNSF Commercial and the eastern portion of the property as high density residential. This designation for the property is consistent with the proposal for the retail and multiple family buildings.

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

According to the applicant, the map amendment is necessary to transform an underutilized property at a major, highly visible intersection in La Grange into a multiple family development with a portion of retail at the corner.

3. *If a specific parcel is the subject, then the following factors should be considered:*
  - a. *The existing uses and zoning classifications for properties in the vicinity of the subject property.*
  - b. *The trend of development in the vicinity of the subject property, including changes, if any, in such trend since the subject property was placed in its present zoning classification.*
  - c. *The extent, if any, to which any diminution in value is offset by an increase in public health safety and welfare.*
  - d. *The extent to which the use and enjoyment of adjacent properties would be affected by the proposed amendment.*
  - e. *The extent, if any, to which the value of adjacent properties would be affected by the proposed amendment.*
  - f. *The extent, if any, to which the future orderly development of adjacent properties would be affected by the proposed amendment.*
  - g. *The suitability of the subject property for uses permitted or permissible under its present zoning classification.*
  - h. *The availability, where relevant, of adequate ingress to and egress from the subject property and the extent to which traffic conditions in the immediate vicinity of the subject property would be affected by the proposed amendment.*
  - i. *The availability, where relevant, of adequate utilities and essential public services to the subject property to accommodate the uses permitted or permissible under its present zoning classification.*

- j. *The length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property.*

In the vicinity of the proposed development are a ten story condominium building to the east zoned R-8 multiple family residential; single story service and retail uses zoned C-3 to the south and west; Gordon Park to the east, zoned Open Space; and a seven story, 78 unit condominium building zoned R-8 multiple family to the southeast across Ogden Avenue.

The subject property is currently located in two districts: the C-3 district and OS Open Space. Therefore, as currently zoned the property could not be part of a unified development. The northern portion of the property zoned for open space is limited in permitted uses. This portion of the site could not be redeveloped as residential and would have to remain as park or recreation use. Approval of the rezoning is consistent with the *Comprehensive Plan*.

RECOMMENDATION:

If the Commissioners find that the proposed development meets the standards, staff suggests that the Plan Commission recommend to the Village Board of Trustees **approval of the Zoning Map amendment to rezone a portion of the property located at 31 E. Ogden Avenue from its current classification of OS Open Space district to the C-3 General Service Commercial District.**

**2. PLANNED DEVELOPMENT**

Opus Development Company has filed an application for a Large Planned Development Concept/Final Plan Approval with the Community Development Department. Upon our review of the application as submitted, the applicant will need modifications from the following zoning requirements:

- Height
- Maximum Lot Coverage
- Floor Area Ratio
- Minimum Lot Area per Unit
- Minimum Dwelling Unit Size
- Residential Parking Requirements
- Slope of the Residential Parking Garage
- Perimeter Landscaped Open Space
- Parking Lot and Loading Screening
- Sign Regulations

A Planned Development is a distinct category of Special Use and has the same general purposes of all special uses. According to Section 14-502 of the Zoning Code, “*Within a planned development, the traditional use, bulk, space, and yard regulations may be relaxed if they impose inappropriate limitations on the proposed development or redevelopment of a parcel of land that lends itself to an individual, planned approach.*” Among those objectives that the Village seeks to achieve through the flexibility of the planned development technique are the following:

- *Encouragement of flexibility in the development or redevelopment of land.*
- *Creation of an appreciably more desirable environment than would be possible through strict application of Village land use regulations, whether through maximization of open space, or excellence in building and site design, or provision of amenities not possible under the otherwise applicable requirements*
- *Promotion of creative architectural and site designs and resulting development.*
- *Promotion of quality, useful open space and recreational opportunities.*
- *Promotion of environmentally sound development practices.*
- *Facilitation of development in harmony with the Comprehensive Plan.*
- *Promotion of public health, safety, and welfare.*

A Planned Development consists of a development concept to provide a basic scope of the character and nature of the development and a final plan, which serves to implement, particularize and define the Development Concept Plan. As allowed by Code, Opus has chosen to submit the two phases concurrently.

SPECIAL USE STANDARDS:

No special use permit for a Planned Development may be recommended or granted unless the applicant establishes that the proposed development will meet each of the standards made applicable pursuant to Subsection 14-401E of the Zoning Code:

- (a) Code and Plan Purposes
- (b) No Undue Adverse Impact
- (c) No Interference with Surrounding Development
- (d) Adequate Public Facilities
- (e) No Traffic Congestion
- (f) No Destruction of Significant Features
- (g) Compliance with Standards

- (a) Code and Plan Purposes. *The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the Official Comprehensive Plan.*

According to the Zoning Code, the C-3 General Service Commercial District is intended to provide areas for the development of service, commercial, and retail uses requiring direct vehicular access. The applicant has applied for a yet to be identified service business use that includes a drive-through facility. This requires a special use permit and will be discussed later in this report.

The “Vision for La Grange” as established in the *Comprehensive Plan* asserts that La Grange will remain a community with diverse housing. Uptown La Grange is consistent with that vision -- it provides higher quality rental housing.

According to the applicant’s residential market analysis by Tracy Cross the market potential for Uptown La Grange is viewed as favorable based upon the overall strength of the west suburban rental apartment sector and excellent location approximate to rail transportation. There is a strong sustaining demand for new construction rental in the market place. Despite these strengths, however, Tracy Cross cautions that it must be recognized that the subject property will compete with other planned larger scaled developments in the immediate area. Absorption potential is that the stabilized occupancy level is 95% within a 17 month time frame.

- (b) No Undue Adverse Impact. *The proposed use and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area, or the public health, safety, and general welfare.*

The subject property is bounded by significant buffers with Ogden Avenue, a major arterial street to the south and Gordon Park to the east. The proposed development would redevelop a vacant parcel with a mainly multiple family development with retail at the corner.

The applicant is aware that certain environmental conditions may exist beneath the former shell gas station and the Richport YMCA property. The Plan Commission may wish to discuss this. Although the applicant will be required to follow all State regulations regarding mediation and/or engineered barriers.

- (c) No Interference with Surrounding Development. *The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.*

According to the applicant, this project will contribute positively to the surrounding area with pedestrian scaled detailing, walkways and linkages to Gordon Park. The scale of the

proposed building is also consistent with Beacon Place to the south, La Grange Towers to the northwest and the new Plymouth Place redevelopment in La Grange Park to the north.

- (d) Adequate Public Facilities. *The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.*

A consulting engineer, Baxter Woodman, who works with the Public Works Department, has provided the attached review. In addition, see the attached separate memorandum from Public Works Director Ryan Gillingham.

At the request of the Fire Department, the proposed development was pulled back 20 feet to accommodate fire lanes around north side of property.

Further Kane, McKenna and Associates, Inc., a financial analysis firm utilized by many Chicago area municipalities, has reviewed and analyzed the application. See the attached “Fiscal Impact and Revenue Analysis,” which provides fiscal impact of the proposed Uptown La Grange project. In short, they are projecting annual surplus of \$253,000 to the Village. As you see there appears to be very minimal impact on schools, yet the revenues received account for any impact on the schools.

Attached is a recent *Crain's Chicago Business* article that highlights continued growth in suburban apartment rents. You will also find attached, “The State of the Nation’s Housing 2012,” from Chapter 5 of the *Study from the Joint Center for Housing Studies of Harvard University*. This information was referenced at a Village Board Strategic Planning session in discussions on the rental housing market.

It is anticipated that with the public improvements, the site will be adequately served and that offsetting revenues will provide for services.

- (e) No Traffic Congestion. *The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets*

We recognize that traffic and pedestrian safety and access are key components of any development at this location. Memorandum No.1 of the *Comprehensive Plan* states that this property is “inefficient in layout with significant accessibility issues.” The intersections of La Grange Road/Ogden Avenue and Ogden Avenue/Locust Avenue have been identified by the Village as much-needed improvements for vehicular access and for pedestrian mobility and safety. The Village Staff remain in discussions with IDOT on improvements to the intersection at La Grange Road and Ogden Avenue. The Village is attempting to encourage IDOT to either expand the scope of the safety improvements to include Locust Avenue reconfiguration or commit to it as a separate IDOT funded project. A separate Staff Memorandum from Public Works Director Ryan Gillingham is attached with a status update on those discussions.

As you may recall, at the recommendation of the Plan Commission as a condition of the special use permit for improvements to Gordon Park in 2013, the Park District deeded a triangular “pencil tip” area at the corner of Ogden Avenue and Locust Avenue to the Village for future improvements to the intersection. Those future improvements include straightening the intersection and adding a signal for pedestrian access and safety features among other things upon the redevelopment of the former Richport YMCA site. Opus has indicated in their application that they will provide only an easement, so that Locust would be realigned “by others,” undefined, in the future.

According to the traffic impact study submitted by the applicant and prepared by KLOA, *“turning movements from Locust Avenue on to Ogden Avenue will experience long delays and poor levels of service during the peak hours of the current stop signal control. Warrants will be met for traffic signal control at this intersection which would improve traffic operations to satisfy levels of service, increase safety for pedestrians crossing mid-block between the commuter lot and train station and enhance access to and from Locust Avenue.”*

The traffic analysis by KLOA states that more traffic will utilize Locust Avenue than currently does when the Uptown La Grange development is constructed. Gordon Park and commuter lot users that currently cut through the uptown La Grange site to reach La Grange Road will not be able to do so during construction of the development and will utilize Locust instead. This intersection currently operates at a Level of Service (LOS) C. Without reconfiguration and signalization the intersection will receive the F rating, which is the lowest level of service grade (oversaturated conditions, extensive delays), during both weekday morning and evening peak hours. However, with a traffic signal this would be improved to a LOS A.

According to the KLOA report submitted by the applicant, *“the signalization of the Ogden Avenue/Locust Avenue intersection would significantly improve access to Gordon Park, the commuter parking lot and the Uptown La Grange development.”*

The KLOA study states that *“current oblique alignment of Locust Avenue at Ogden Avenue creates safety issues related to the acute turning movements and limited sight lines. In the eight years between 2003 and 2011 there have been four turning collisions at this intersection and four other crash types. Due to these safety concerns related to ingress and egress on Locust Avenue, consideration should be given to realigning Locust Avenue at Ogden Avenue in advance of the IDOT project before additional traffic uses the roadway. The traffic analysis in this study assumes the realignment of Locust Avenue under interim roadway conditions.”*

Staff recommends to the Plan Commission that the applicant be required to realign Locust Avenue at Ogden Avenue as part of their redevelopment project for several reasons. First, OPUS has only provided for two direct points of access to their site.

However, these points of access are limited to right-in/right-out movements only. There is no recognition of left turn movements onto and from the site. Consequently, residents and visitors of uptown will therefore naturally proceed off-site to either Shawmut Avenue or Locust Avenue to make such left turn movements (both ingress and egress). As La Grange Road is generally more congested than Ogden Avenue, channeling those movements to a realigned intersection of Locust Avenue and Ogden Avenue would in our opinion be the safest and most efficient point of access.

Second, and closely related to the first point, OPUS' proposed internal site circulation anticipates the use of Shawmut and Locust. Furthermore, without the through traffic movement or the concourse level to Locust Avenue, the internal site circulation challenges would be even greater. Third, based on the two fore-going points and as pointed out by KLOA, Locust Avenue in its current configuration presents safety concerns related to ingress and egress on Locust Avenue. Fourth, Commissioners need to take a comprehensive look at how the land uses at this northeast corner of the Village relate to one another and the supporting infrastructure. A realigned Locust Avenue will also serve the seventeen acre and recently redeveloped Gordon Park, and a 130-space Village commuter parking lot. Finally, many of the site amenities including pedestrian walkways, landscaping and signage elements proposed cannot be completed by the developer without first reconfiguring Locust Avenue.

- (f) *No Destruction of Significant Features. The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.*

The proposed project is development of vacant parcels of land at a prominent very visible intersection in our community.

- (g) *Compliance with Standards. The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing*

The applicant seeks relief from several areas of the Code as outlined below.

#### CONSIDERATIONS

In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission shall consider:

- (a) *Public Benefit. Whether and to what extent, the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.*

- (b) Alternative Locations. *Whether and to what extent, such public goals can be met by the location of the proposed use and development at some other site or in some other area that may be more appropriate than the proposed site.*
- (c) Mitigation of Adverse Impacts. *Whether and to what extent, all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening.*

The subject property is the largest vacant parcel in La Grange, uniquely situated at two major arterial State Routes and a gateway into the community from the north and east. The Village expects that any development will include quality design and materials, retail that addresses the street front and quality use of landscaping and open space. With this construction there will be increased traffic movements, therefore realignment of Locust Avenue is warranted under this development.

#### ADDITIONAL STANDARDS FOR PLANNED DEVELOPMENTS

A Planned Development must meet each of the following standards in addition to the special use standards:

1. Unified Ownership Required. The applicant is the contract purchaser of the former Richport YMCA property and plans to develop the property under unified ownership.
2. Covenants and Restrictions to be Enforceable by the Village. The record should state that the Conditions, Covenants and Restrictions for the subject property not be removed or released without the expressed written consent of the Village Board of Trustees. A copy of the Covenants and Restrictions will need to be prepared for Village Attorney review prior to the Village Board consideration.
3. Protected Open Space. *Except under extraordinary circumstances determined as sufficient by the Board of Trustees, the planned development must include protected open space commensurate with the scale and design of the development. The protected open space must be held in common ownership or by an entity specifically responsible for the care and maintenance of the space. The protected open space also must be (i) held for use by all residents or other occupants of the development or (ii) dedicated to, and accepted by, the Village of La Grange, the Park District of La Grange, a school district, or another public entity as permanent common open areas for parks, recreation and/or related public uses.*

Protected Open Space is defined in the Zoning Code to mean “parks, playgrounds, landscaped green space, community centers, or other similar areas and associated recreational amenities held and protected permanently as open space.”

The proposed plan provides very little protected open space – a swimming pool, corner feature, and a landscape feature at Locust Avenue. However, the project is directly adjacent to a 17-acre public park (the largest open space in La Grange) that the residents will be able to utilize.

4. Landscaping and Perimeter Treatment. *Any area of a planned development not used for structures or circulation elements shall be landscaped or otherwise improved. The perimeter of the planned development shall be treated so as to ensure compatibility with surrounding uses by means such as provision of compatible uses and structures, setbacks, screening, or natural or man-made buffers.*

The applicant is asking for relief from the parking lot setbacks of at least five (5) feet and the required perimeter landscaped open space. Hitchcock Design Group, the firm that has designed the Village streetscape and plaza area, has reviewed the preliminary landscape plan. (See Attached.)

5. Private Streets. The proposed development would not have any private streets.
6. Pedestrian Circulation System. Currently the sidewalk along Ogden Avenue is insufficient, unsafe and in need of repair with utility poles obstructing the pedestrian right-of-way. The applicant proposes to add a new six feet wide sidewalk along Ogden and create an unobstructed pedestrian zone along the storefront. The *Comprehensive Plan* states that pedestrian walkways should be a minimum 10 to 15 feet in width. **Staff recommends that this sidewalk should be widened to accommodate pedestrian-oriented downtown as recommended in the Comprehensive Plan.**

In addition, the applicant proposes to create a walkway connection across Locust Avenue and Village Parking Lot to Gordon Park. This will provide a pedestrian safe zone of street plantings, open space and walkways, which will connect to Gordon Park.

7. Utilities. The applicant agrees to bury all onsite utility lines underground including up to the BP Amoco station at the northwest corner of La Grange Road and Ogden Avenue.
8. Compensating Amenities. *The planned development must include compensating amenities, if the applicant seeks a modification of any provision of this Code or the La Grange Subdivision Ordinance.*

*Compensating amenities means features not otherwise required to achieve compliance with the standards of this Code or other applicable Village codes and ordinances, including such things as public art, plazas, pedestrian walkways, natural habitats, increased landscaping, buffering or screening, enhanced streetscape, enhanced pedestrian and transit supportive design, underground parking and similar features. Compensating amenities must be proposed as part of a PD application, and all compensating amenities, whether public or private, must be developed and constructed at the applicant's expense.*

Below is a list of compensating amenities proposed by the applicant. Additional details are provided in Section 3, page 14 – 16 of the applicant’s submittal.

Off-Site Compensating Amenities as Stated by Developer
<ul style="list-style-type: none"><li>• Burial of overhead utilities onsite and to the front of the BP Amoco Gas Station</li><li>• Shawmut Avenue – milling and resurfacing, removal of angled parking stalls</li><li>• Light Fixtures – add pedestrian style light fixtures along Ogden Avenue</li><li>• Sewer – replace or provide liner for 310 linear feet of pipe under Locust Ave.</li><li>• Water main</li><li>• Replace 6 inch main under Locust Avenue parking lot with 12” water main</li><li>• Remove and replace approx. 60 feet of 6” water main and replace with 12” main at south end of Locust parking lot</li><li>• Extend 12”water main approx. 600 feet to connect to stub at Water Tower</li><li>• Locust Avenue parking lot – mill, resurface and restripe, including pedestrian crosswalk across parking lot</li><li>• Landscape Feature – added to southeastern end of project</li><li>• Easements to IDOT to widen Ogden Avenue and for realignment of Locust Avenue “by others”</li><li>• Construction Project Management Assistance</li></ul>

**3. SITE PLAN APPROVAL**

**BULK, YARD AND SPACE REQUIREMENTS**

The following table is a comparison of the applicable bulk, yard, and space requirements for the C-3 General Service Commercial District, Planned Development Standards and the proposed development.

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**BULK, YARD, AND SPACE REQUIREMENTS:**

The following table is a comparison of the applicable bulk, yard, and space requirements for the C-3 Commercial District, Planned Development standards and the proposed development.

<b>Standard</b>		<b>C-3 General Service Commercial District</b>	<b>Planned Development Standards</b>	<b>Proposed Development</b>
<b>Use</b>		Retail, service, multiple family dwellings as a permitted use	Same	Retail: 9,200 sq. feet Multiple family: 278 units
<b>Height</b>		Maximum: 45 ft.	May be increased by no more than the greater of five stories or 70 feet	North, south, west, portion of east: 5 stories, 57.67 ft. <b>East side: 6 stories, 68 ft.</b>
<b>Total Lot Area</b>		N/A	Minimum 15,000 square feet	187,144 (4.29 acres)
<b>Lot Area Per Unit*</b>		Minimum 2,000 sq. ft. per unit <b>Permitted: 94 units</b> (187,144ft <sup>2</sup> ./2,000= 94 units)	None specified	<b>278 units (673 sq. ft./unit)</b> <b>*Requires modification under PD</b>
<b>Minimum Lot Width</b>		Minimum: 100 ft. for multiple family	Reduce by no more than 50%.	Approx. 350 ft.
<b>Required Yards</b>	<i>Front Yard</i>	N/A	None specified	La Grange Road: Varies
	<i>Corner Side</i>	N/A	None specified	Ogden Avenue: Varies/Min. 10 ft.
	<i>Interior Side</i>	Multi Family: at least 5 ft. PLUS 2 ft. for each story over one: (5 + (2x4)) = 13 ft.	None specified	North property line: 20 ft.
	<i>Rear Yard</i>	N/A	None specified	East property line: 15 ft.

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Standard		C-3 General Service Commercial District	Planned Development Standards	Proposed Development
Minimum Dwelling Unit Size	One bedroom/ Efficiency	Minimum 650 ft <sup>2</sup>	“Reduce the livable floor area requirements applicable in any district in which the development is to be located, except as may be specifically provided in the applicable district regulations.”	Efficiency: 540 sq. ft. One Bedroom: 730 sq. ft.
	Two bedroom	Minimum 850 ft. <sup>2</sup>	May not be reduced.	1,090 sq. ft.
	Three bedroom	Minimum 1,000 ft. <sup>2</sup>	May not be reduced.	1,370 sq. ft.
	Four bedroom	Minimum 1,150 ft. <sup>2</sup>	May not be reduced.	N/A
Floor Area Ratio		Maximum: 1.50	Not more than 1.80	1.76
Maximum Total Building Coverage*		Maximum 50%	Must provide the largest amount green space reasonably possible.	75% *Requires modification under PD
Parking Spaces	Commercial	- Retail: 1 per 250 s.f.= 37 spaces - Carry Out Eating Places: 1 per 200 s.f. =45 spaces - Eating and Drinking Places: 1 per 65 sq. ft. = 141 spaces	Reduce for any commercial use by not more than 50 percent	Retail: 38 spaces
	Multiple Family: 1.5 spaces per dwelling unit	Multiple Family: 417 spaces (1.5 x 278 = 417)	Reduce by not more than 25% Minimum 1.125 spaces per d.u. (278 units x 1.125 = 313)	Multiple family: 373 spaces* (1.34 spaces/d.u.) PLUS Shared public spaces: 44 spaces = Total 417 spaces *Requires modification under PD
Parking Slope		No more than 5.0%	N/A	Residential parking ramp: 5.75%
Parking Area Setback		Five feet landscaped area	No parking setback specified	Proposed: 1 to 2 feet on west side
Off-Street Loading		N/A	N/A	1 space

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### AUTHORITY TO MODIFY REGULATIONS

*Subject to the standards and limitations in this Section, the Board of Trustees, as part of an approval of any planned development, may modify any provision of this Code or of the La Grange Subdivision Ordinance as they apply to an approved planned development, subject to the limitations in the Zoning Code.*

*No modification may be approved unless the Board of Trustees shall find that the proposed planned development:*

- 1. Will achieve the purposes for which planned developments may be approved pursuant to Section 14-502 (as outlined in previously Section 2 of this Report);*
- 2. Will not violate the general purposes, goals, and objectives of this Code and the Official Comprehensive Plan; and*
- 3. Will result in a development providing compensating amenities to the Village. Compensating amenities, including such things as public art, plazas, pedestrian walkways, natural habitats, increased landscaping, buffering or screening, enhanced streetscape, enhanced pedestrian and transit supportive design, underground parking and similar features. Compensating amenities must be proposed as part of a PD application, and all compensating amenities, whether public or private, must be developed and constructed at the applicant's expense.*
- 4. Subject to the standards set forth in this paragraph, a compensating amenity may be in the form of a cash contribution.*

### MODIFICATIONS REQUESTED

Opus's Site Plan, as proposed, would require modifications from the following zoning regulations:

(1) Height

In the C-3 General Service Commercial District in which the subject property is located, the maximum height is 45 ft. Opus has proposed a height of 68 feet with a small portion of the project reaching six stories due to the change in grade of the property. According to Paragraph 5-110F2 of the Zoning Code, Height Adjustments in Planned Developments, "no adjustment pursuant to the maximum allowable height requirement shall increase the maximum allowable height to more than the greater of five stories or 70 feet in any commercial district." The proposed height does not exceed the authorized limits of the Zoning Code for a Planned Development.

As this is a multiple family development, it would be appropriate to review the standards of excellence of design for modification from height as established in the R-8 Multiple Family Residential District. In determining whether such excellence has been shown, special consideration shall be given to the following factors:

- (a) *the amount of usable open space; and*
- (b) *the extent of land dedication for public building sites and open space; and*
- (c) *the quality and extent of landscaping, including special elements such as water features and public art; and*
- (d) *the quality and extent of recreational facilities such as swimming pools, tennis courts, playgrounds, and other residential recreational facilities; bicycle, hiking, and jogging trails; and community centers; and*
- (e) *the quality of design of vehicular circulation elements and parking lots and areas; and*
- (f) *the care taken to maximize energy conservation in site design, building design, and building systems; and*
- (g) *the quality of roof design and finishes in terms of consistency with an attractive residential setting and the avoidance of flat roofs.*

As items (a) through (e) have been addressed in the previous sections, our analysis below includes items (f) *Energy Conservation*. Opus has stated that they are committed to maximizing energy efficiency and conservation in this project. According to a recent article in *Planning*, a publication of the American Planning Institute, “low density development requires more driving and therefore produces more carbon dioxide;” higher density developments as proposed by Opus are identified with energy conservation.

Changes in elevation of the apartment buildings make the project’s appearance less imposing. In addition, Memorandum No. 2, of the *Comprehensive Plan*, March 2004, identifies the YMCA property as a property with the potential for increased height.

Staff believes that an increase in height not more than 70 ft. as allowed by the Zoning Code would be appropriate given the context of the area.

(2) Lot Coverage

The applicant has applied for relief from “lot coverage.” In Staff’s review of the Bulk, Yard and Space Section of the Zoning Code Commercial Districts, there is no “lot” or “impervious surface” coverage requirement in the C-3 District; rather the “Maximum Total Building Coverage” requirement of 50% would include all buildings and permanent structures and does not include impervious surfaces. Subsection 14-508D of the Zoning Code, allows total lot coverage in planned developments up to 75% percent. Therefore, no modification from lot coverage as proposed at 158,614 square feet or 75%, would be necessary. The applicant has stated that in order to keep the buildings at five stories in height, they have covered more ground. To decrease the lot coverage, they would need to

increase the height and number of stories. They have however, made an effort to use permeable landscaping when possible.

(3) Floor Area Ratio

The applicant proposes an increase from 1.50 to 1.76. (See page 16 in Section 1 of the Application). *No such adjustment may be recommended or authorized except on the basis of the development's excellence in achieving the purposes of this Code. In determining whether such excellence has been shown, special consideration will be given to the following factors:*

- (a) *The extent to which the developer has consolidated lots to achieve and exceed the minimum lot area required; and*
- (b) *The extent to which adjacent residential areas are buffered from the effects of the development; and*
- (c) *The quality and extent of landscaping, including special elements such as water features and public art; and*
- (d) *The quality of design of vehicular circulation elements and parking facilities; and*
- (e) *The care taken to maximize energy conservation in site design, building design, and building systems; and*
- (f) *The quality of roof design and finishes in terms of consistency with adjacent residential uses and the avoidance of flat roofs.*

**The Commission will want to review these factors based upon what the proposed development offers to determine if excellence has been achieved.**

(4) Minimum Lot Area Per Unit

The total lot area per unit required for multiple family uses in the C-3 district is 2,000 square feet or 94 units ( $187,144/2,000 = 94$ ). The proposed mixed-use development would have a total of 278 units equal to 678 square feet per unit. Note that this density calculation includes the entire site, both the retail and multiple family portions. Also, you will recall, that the Village Board on recommendation by the Plan Commission amended the Planned Development Section of the Zoning Code in 2011 to remove the restriction for minimum lot area per residential unit, allowing the Village flexibility to determine the appropriate density based on a project-by-project basis.

As background for comparison, this is by far the highest densities that the Village has considered for multiple family developments, to date the highest density was granted to Rycon Development in 1993 at the development known as La Grange Plaza Condominiums to make 14 S. Ashland Avenue a viable development in the downtown

area. In comparison, that public/private development had a lot area per unit of 936 square feet. Development of that moderate density can be partially credited with the increased interest in other redevelopment projects within the community. This density can result in a consistent population base immediately within the downtown corridor that has a greater propensity to patronize the businesses in the Central Business District and do so as pedestrians without generating vehicular trips.

The Comprehensive Plan recommends consideration of “*adjustments to minimum lot size requirements in the BNSF Corridor to better utilize properties to provide varied housing opportunities.*” In addition, the Plan states that the Village should “*encourage higher housing densities within one quarter mile, or a five minute walk, of [Metra] station areas.*” The Market Assessments (February 2004) prepared by marketing consultant, Goodman Williams Group, in conjunction with the Comprehensive Plan states that, “*The Village has supported growth in downtown housing in the past. Demand will continue to grow for new homes in the central business district.*”

The proposed minimum lot area for this project would allow for additional transit-supportive development and increased housing options near downtown La Grange and within walking distance of the Metra station, and it is a reasonable assumption that downtown residents would support the adjacent retail, service and restaurant uses. The applicant has provided evidence in the market study by Tracy Cross that multiple family rental housing at this price would appropriately position Uptown La Grange within the marketplace. (See Section 12 of the Application).

(5) Minimum Dwelling Unit Size.

The applicant proposes a minimum dwelling unit size of 540 square feet for 14 efficiency units. Although the C-3 District does not have a standard for unit size, Staff believes that as this is a multiple family project, the R-8 Multiple Family District standards should serve as a guide. In the R-8 district, the minimum unit size is 650 square feet. According to the applicant, the proposed modification in unit size is consistent with the market for efficiency apartments. **Staff has reviewed the Building Code and Property Maintenance Code that the Village follows and have found that the proposed size would comply with the Village Codes.**

(6) Parking

*Residential Parking Spaces*

According to Subparagraph 10-101F1 (a) “Required Spaces,” Multiple Family Dwellings are required one and one-half (1.5) parking spaces for each dwelling unit. The proposed multiple family residential buildings will have 278 dwelling units for a total of 417 required parking spaces (278 x 1.5 = 417 spaces). The site plan indicates 373 indoor parking spaces dedicated exclusively for the multiple family component, which is a ratio of 1.34 spaces per unit, which is less than the required amount of spaces.

Subsection 14-506 D allows reduction in “*number of off-street parking spaces for any use in the C-3 district by no more than 25%*” or 1.125 spaces per unit. Opus seeks to reduce the number of parking spaces to 1.34 spaces per unit. This modification falls within the authorized limits of the Zoning Code as a Planned Development.

According to the *Comprehensive Plan*, the Village should “consider reductions in required off-street parking standards for commercial and residential uses in areas within one-quarter mile of station areas.” As background, parking ratios for recent multiple family developments are as follows: Beacon Place developed in 2003 with 78 units has 1.525 parking spaces per unit, and Spring Avenue Station at 410 W. Burlington with 55 units, 1.42 spaces per unit.

In the applicant’s market submittal, Tracy Cross analyzed the parking ratios as proposed and found that the ratio is more than adequate and highly consistent with parking found among newer apartment communities in suburban Chicago.

#### *Commercial Parking Spaces*

Commercial uses are required one space per 250 square feet of gross floor area. This project would be required 37 spaces. Opus proposes 38 spaces, which exceeds the zoning requirements for retail trade.

However, the proposed amount of parking would not be adequate for more intense uses such as fast casual or sit-down restaurant. Our Zoning Code requires one parking space per 200 square feet of gross floor area (46 spaces) for a fast casual dining place and one space per 65 square feet of gross floor area (141 spaces) for a full service restaurant; the proposed parking would be underserved for a dining establishment.

Staff believes that the retail component of the development would be underserved in the event that a fast casual or full-service restaurant located at the subject property. This could be addressed by increasing the number of commercial parking spaces or the Plan Commission may want to add restrictions on types of commercial users, as a starting point, we are including uses prohibited in the triangle redevelopment. (See Attached, “Exhibit C, Approved Categories”)

#### *Shared parking spaces*

Opus also proposes to provide 44 spaces that will be shared for public use. With this additional public parking, staff believes that total site parking should be consistent with the goals of the *Comprehensive Plan*.

*Slope of the Residential Parking Garage*

According to the Zoning Code, Subparagraph 10-101C3 (d), “No area of any parking...garage..., excluding access ramps, shall have a slope in excess of five percent.” The applicant proposes to increase the slope of the residential side of the ramp to 5.75%. According to the applicant, they plan to increase the width of the parking stalls by 5 inches. In order to meet the 5% slope, they would have to increase the height of the residential parking to well over 70 feet.

Staff would need further study to determine if the proposed slope would comply with the IL ADA accessibility requirements. Commissioners should discuss potential impacts of the change in slope.

(7) Perimeter Landscaped Open Space

Given the location in a transit oriented environment and the proximity to the Gordon Park directly abutting this property, the Applicant recommends that this requirement be waived.

(8) Parking Lot and Loading Screening

According to the Zoning Code, 9-104B.1, every parking lot is required to “be buffered and screened by a perimeter landscaped open space having a width of at least 5 feet.” The landscaped area must have a height of at least 3 feet above the surface of the parking lot for any yard that does not lie immediately next to a residential yard. Opus proposes to eliminate the five feet of open space on the west side of the surface parking lot.

Hitchcock Design Group reviewed the landscape plan for Staff with the following recommendations:

- Add a fence with vines to help screen the parking lots and backs of buildings to the east;
- Where feasible, additional trees should be added along drives and in parking lots to provide shade and reduce urban heat island effects; and
- The north buffer yard should be planted for scale and to filter views along the park.

Staff recommends that the applicant revise the landscape plan to include the revisions suggested by Hitchcock Design, including specific changes to the species list.

(9) Signage

Opus is requesting entry signage above entry doors, wall signs or canopy signs up to 50 square feet, window signage above the parking garage entrances, wall signs and ground sign at the corner. The canopy signs will project above the canopy, which requires modification from the Code.

The applicant has not yet finalized the signage package, however, they anticipate that the proposed letters (See Section 1, page 18-19 and Section 9 “Signage Exhibit”) would be brushed aluminum or stainless steel. They would use either a “front” lit or a shadow effect from back lighting. Staff believes that as proposed the signage appears to be high quality, uniform, and consistent with character of the development. Final approval of materials will be required before permitting and installation.

#### 4. DESIGN REVIEW

In any case where a Design Review Permit is required in conjunction with the issuance of a Planned Development, the application for design review shall be heard by the Plan Commission at the same time such approval is heard. The Plan Commission shall make its recommendation to the Village Board of Trustees as provided in Paragraph 14-403D6.

#### STANDARDS AND CONSIDERATIONS FOR DESIGN REVIEW PERMIT.

*In acting upon applications for Design Review Permits, the Plan Commission and the Board of Trustees shall consider and evaluate the propriety of issuing the Design Review Permit in terms of its effect on the purposes for which the Design Review District is designated. In addition, the Commission and the Board of Trustees shall be guided by the following standards and considerations:*

##### 1. Visual Compatibility.

- (a) Height. *The height of the proposed buildings and structures shall be visually compatible with adjacent buildings.*
- (b) Proportion of Front Facade. *The relationship of the width to the height of the front elevation shall be visually compatible with buildings, public ways, and places to which it is visually related.*
- (c) Proportion of Openings. *The relationship of the width to height of windows shall be visually compatible with buildings, public ways, and places to which the building is visually related.*
- (d) Rhythm of Solids to Voids in Front Facades. *The relationship of solids to voids in the front facade of a building shall be visually compatible with buildings, public ways, and places to which it is visually related.*
- (e) Rhythm of Spacing and Buildings on Streets. *The relationship of a building or structure to the open space between it and adjoining buildings or structures shall be visually compatible with the buildings, public ways, and places to which it is visually related.*

- (f) Rhythm of Entrance Porch and Other Projections. *The relationship of entrances and other projections to sidewalks shall be visually compatible with the buildings, public ways, and places to which it is visually related.*
- (g) Relationship of Materials, Texture, and Color. *The relationship of the materials, texture, and color of the facade shall be visually compatible with the predominant materials used in the buildings and structures to which it is visually related.*
- (h) Roof Shapes. *The roof shape of a building shall be visually compatible with the buildings to which it is visually related.*
- (i) Walls of Continuity. *Building facades and appurtenances such as walls, fences, and landscape masses shall, when it is a characteristic of the area, form cohesive walls of enclosure along a street to ensure visual compatibility with the buildings, public ways, and places to which such elements are visually related.*
- (j) Scale of Building. *The size and mass of buildings and structures in relation to open spaces, windows, door openings, porches, and balconies shall be visually compatible with the buildings, public ways, and places to which they are visually related.*
- (k) Directional Expression of Front Elevation. *A building shall be visually compatible with the buildings, public ways, and places to which it is visually related in its directional character, whether this be vertical character, horizontal character, or nondirectional character.*

2. Quality and Design Site Development

- (a) Open Spaces. *The quality of the open spaces between buildings and in setback spaces between street and facade.*
- (b) Materials. *The quality of materials and their relationship to those in existing adjacent structures.*
- (c) General Design. *The quality of the design in general and its relationship to the overall character of neighborhood.*
- (d) General Site Development. *The quality of the site development in terms of landscaping, recreation, pedestrian access, automobile access, parking, servicing of the property, and impact on vehicular traffic patterns and conditions on site and in the vicinity of the site, and the retention of trees and shrubs to the maximum extent possible.*

The “architectural wood style panels” are a new material in the area that may or may not be consistent with the architecture and materials of commercial buildings in downtown

La Grange. Staff believes that the East elevation is a gateway view into La Grange on Ogden Avenue with high traffic counts. As such, we believe that this elevation needs to more reflect the south elevation views with additional brick and architectural features. This side features too much wood panel and not enough masonry; additional masonry would help to break up the façade. Staff believes that this should be given further consideration by the Plan Commission.

## 5. SPECIAL USE PERMIT

The applicant proposes a drive-through facility as part of the retail building. Drive-in facility are classified as special uses in the C-3 District. Therefore, the applicant has applied for a special use permit, specifically for this use.

Staff believes that, lacking specificity and a site plan that accurately depicts locations of drive-through lanes, stacking capacity, ATM drive-through, etc. the Plan Commission should wait to recommend any approvals on the special use request for a drive through facility.

## RECOMMENDATION

*The approval of a Large PD Final Plan or a Small PD Development Plan may be conditioned on such matters as the Board of Trustees may find necessary to prevent or minimize any possible adverse effects of the proposed planned development, or to ensure its compatibility with surrounding uses and development and its consistency with the general purposes, goals, and objectives of this Code, the La Grange Subdivision Code, and the Official Comprehensive Plan. Such conditions shall be expressly set forth in the ordinance or resolution granting the approval in question. Violation of any such condition or limitation shall be a violation of this Code and shall constitute grounds for revocation of all approvals granted for the planned development.*

Given the magnitude of these applications, we would like to begin the public hearing process and begin to receive testimony from the applicant, as well as the public, while we continue our analysis.

Staff suggests the following be addressed in a subsequent meeting, in addition to any other items that may arise at the public hearing:

- (1) Vehicular Improvements. Given that Phase II of the Final Site Plan requires reconfiguration of Locust Avenue, if IDOT is not committed to realign Locust Avenue, the developer will be required to do so and complete all improvements of site plan Phase II as part of this approval. This work must be completed prior to the Village releasing any Certificates of Occupancy for the development.
- (2) Streetscape Improvements. Prior to issuance of a building permit, Applicant must prepare complete streetscape improvement plans consistent with the Village's standards

and matching La Grange Crossing Shopping Center public improvements, including but not limited to sidewalks, paver pits, benches, planters, wayfinding kiosk, ornamental street lighting, street trees and Village grates, burial of all overhead utility lines in the public right of way and relocation of existing cobra-style IDOT lighting standards on new bases as well as the standard to support the wayfinding sign to downtown La Grange that is located on Ogden Avenue.

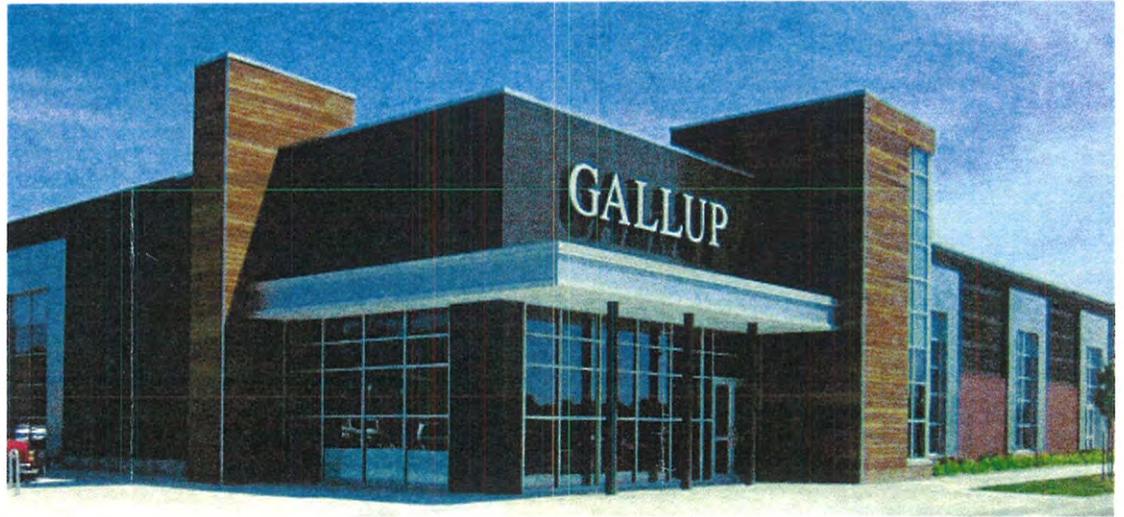
- (3) Landscaping.
  - a. Submit final landscape plans identifying and detailing improvements to be installed including the plant species, type, and size to be installed.
  - b. Amend species list and plan as recommended by Hitchcock Design. (see Attached.)
  - c. If the narrow, east buffer yard is allowed as proposed, a fence should be added with vines to help screen the parking lots and backs of buildings to the east.
  - d. Where feasible, additional trees should be added along drives and in parking lots to provide shade and reduce urban heat island effects
  - e. The north buffer yard should be planted for scale and to filter views along the park.
  - f. On the final site engineering plans, applicant should indicate where all transformer and other buffaloes boxes will be located on the site and provide adequate screening for same.
- (4) Special Service Area. To secure the future maintenance of streetscape improvements, the developer will agree to a special service area providing \$50,000 annually from the properties in the development to support ongoing maintenance of the La Grange Road and Ogden Avenue Rights-of-way.
- (5) Final Grading plans and other Engineering Plans
- (6) Lighting Plans. Includes Photometrics and all fixtures.
- (7) Construction Staging Plans. Hours
- (8) Declarations of Conditions, Covenants, and Restrictions – including provisions regarding permissible retail tenants.
- (9) Building Materials – must submit all final building materials for the exterior of the buildings.
- (10) Underground Utilities

- (11) Offsite Relocation and Burial of Electrical Facilities
- (12) Bicycle parking
- (13) Sidewalks. All public sidewalks built as part of the Project must meet standard Village specifications and continue width and patterns from downtown.
- (14) Retail Uses. A list of approved and prohibited uses will be included in the required development agreement.
- (15) Public Improvements. All items included in Memorandum dated June 5, 2014, from Director of Public Works Ryan Gillingham be addressed.
- (16) Easements. Applicant is requesting easements for driveway from Locust Avenue parking lot, loading space in Locust Avenue parking lot, monument sign in Shawmut Ave. at La Grange Road, Ogden sidewalk, landscape feature at southeast corner. Easements will need to be reviewed as part of the development agreement.
- (17) Utility Easements. Provide easements to the Village for utilities such as Com Ed.
- (18) Dedication of Public Right-of-Way. Dedicate right-of-way for westbound right turn lane on Ogden at La Grange.
- (19) Permits. Permits will be needed for outside entities including but not limited to MWRD, IDOT, and IEPA.
- (20) Soil Borings.



**Architectural Style Wood Panels**

Fabricated from wood fibers that are compressed into a fiber cement panel system, they have been manufactured since 1974 worldwide and have been widely used in the US since 1998. The fiber cement panels are made from 50% recycled content and are an established sustainable architectural element used in residential and commercial applications throughout the country.



5-A-246



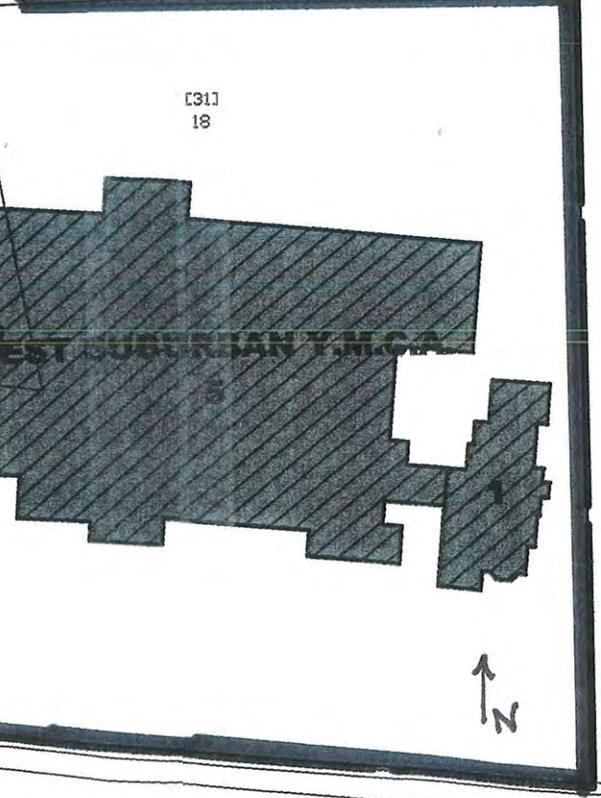
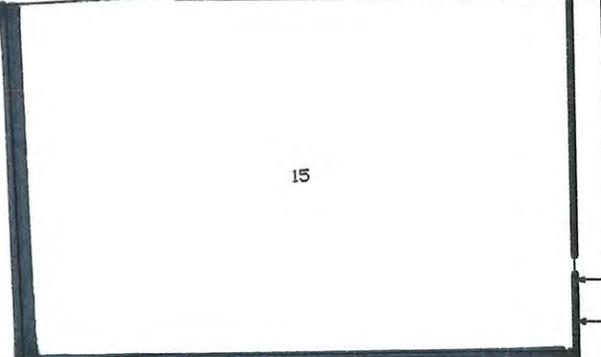
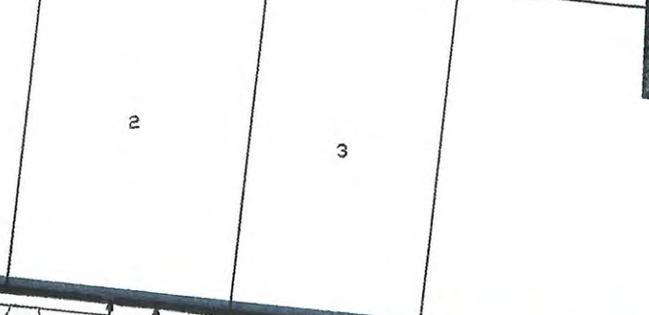
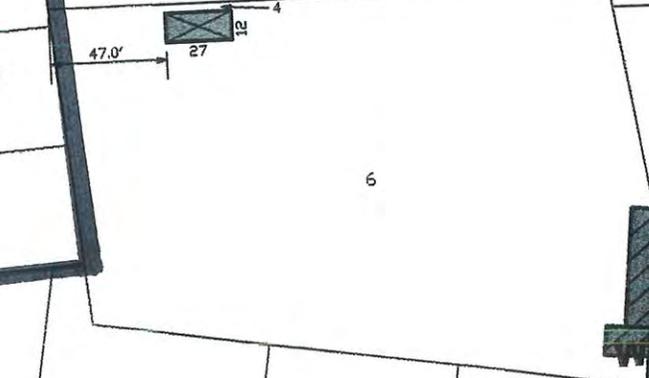
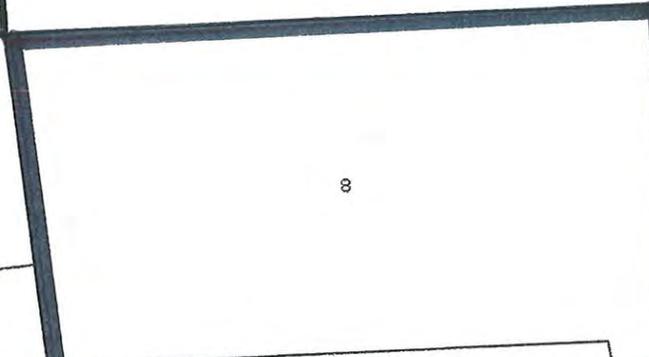
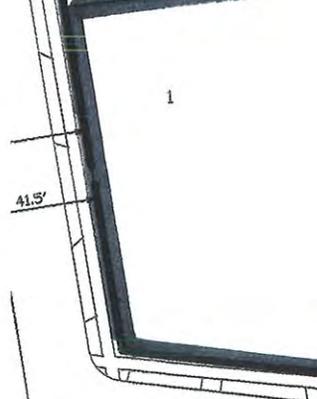
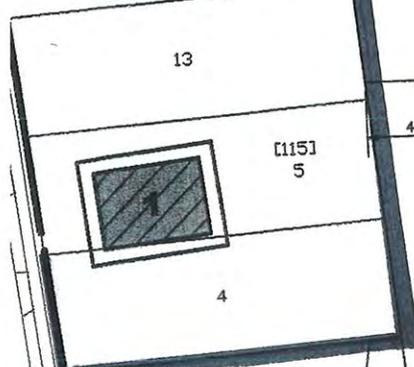
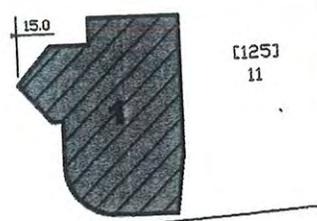
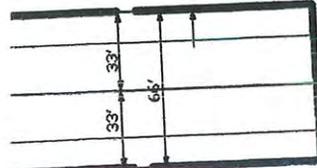
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UPTOWN LAGRANGE  
LAGRANGE, ILLINOIS

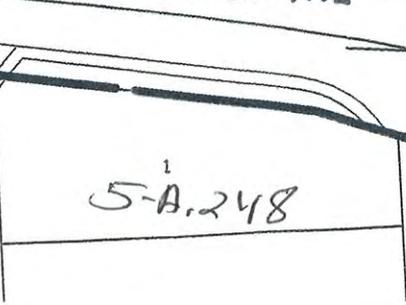
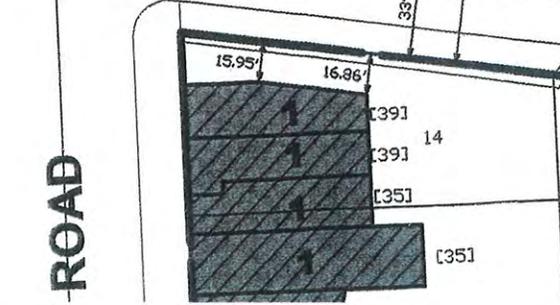
ARCHITECTURAL STYLEWOOD PANELS EXAMPLES

SHAWMUT AVENUE



OGDEN

31 E. OGDEN AVE





VILLAGE OF LA GRANGE  
Department of Public Works

**MEMORANDUM**

TO: Robert J. Pilipiszyn, Village Manager  
FROM: Ryan Gillingham, Public Works Director  
DATE: April 5, 2014  
RE: Uptown La Grange Development  
Opus Development Company, LLC  
Plan Commission Development Review

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The purpose of this memorandum is to provide comments for Plan Commission consideration related to the proposed development called Uptown La Grange located at the northeast corner of La Grange Road and Ogden Avenue. These comments are based on the developer's application dated May 12, 2014. The comments contained within this memorandum are focused on the relationship and impact of the development on the existing public infrastructure and review of the proposed private infrastructure.

Additionally, the Village hired the consulting engineering firm Baxter & Woodman to perform an engineering review of the proposed development based on Village codes, polices, and best engineering and development practices. Their review is attached to this memorandum for your information and consideration. Please note that a number of the comments provided within the engineering review would be addressed as part of the final engineering for the development, but are important to note for the developer at this time so that an understanding of the requirements that will guide the development are known.

The engineering comments have been coalesced into seven general infrastructure categories and are intended to provide a high level identification of engineering issues and preliminary assessment that is typically provided with development submittals at this stage.

**Site Access and Circulation**

The intersection of La Grange Road and Ogden Avenue is a major intersection of two regional State routes within the Chicago region. The average annual daily traffic for La Grange Road is approximately 25,000 vehicles, while for Ogden Avenue it is 27,000 vehicles. This intersection also serves as an important "gateway" for the Village.

There are a number of projects and land uses in various stages of evolution which are related to this intersection. These projects include the following:

5-A.250

1. Uptown La Grange Development – The subject of this memorandum, this project consists of a 4.3 acre mixed-use redevelopment proposal on the site of the former Rich Port YMCA. The Traffic Impact Study completed by the traffic engineering firm KLOA details the access points and anticipated traffic impact from the project. A key component of the proposed development plan includes the realignment and signalization of Locust Avenue with Ogden Avenue.
2. Gordon Park Redevelopment - The Park District of La Grange has substantially completed Phase 1 of a multi-phased redevelopment of Gordon Park. A significant increase in the utilization of this 17 acre park as a regional sports and recreational destination is anticipated. Access to Gordon Park is generally from Locust Avenue.
3. Lot 14 - The 130-space Village parking lot which serves both commuters and park patrons has reached its end life. We anticipate the reconstruction of this parking lot either as part of this Uptown La Grange Development or a future initiative. Access to Lot 14 is from Locust Avenue.
4. Regional Sewer Improvements – The Village has identified the construction of a regional sewer system along Ogden Avenue to address flooding challenges resulting from an overburdened, antiquated combined sewer system. The path of this proposed sewer system is within the identified Ogden Avenue corridor adjacent to the proposed development.
5. IDOT Highway Safety Improvements – The intersection of La Grange Road and Ogden Avenue has been identified for improvements by IDOT based on accident severity and frequency. IDOT has completed preliminary engineering plans for improvements to the intersection, which includes the following components:
  - a. Right-turn lane for westbound Ogden Ave. to northbound La Grange Rd.
  - b. Turning radius improvements at the northwest and northeast corners
  - c. Traffic signal modifications
  - d. Pedestrian safety improvements

The primary focus of the intersection improvements is the addition of a right turn lane for west bound Ogden Avenue to north bound La Grange Road. The turn lane seeks to reduce the number of rear-end accidents as well as improve traffic flow at the intersection. The installation of a right-turn lane would require right-of-way acquisition along Ogden Avenue adjacent to the development. In order to accommodate the right-turn lane, IDOT included as part of the proposed improvements the realignment of Locust Avenue with Ogden Avenue.

Staff recommends that all of the above projects be considered together, rather than independent of one another, so that a cohesive and functional plan can be developed that improves traffic safety, pedestrian mobility, and site access for the entire area. When considering the above projects together, the realignment and signalization of Locust Avenue with Ogden Avenue is identified as an important aspect of the proposed redevelopment project for the following

reasons:

1. The proposed plan identifies two limited access points that allow for only right-in and right-out movements. The realignment and signalization of Locust Avenue will provide access for left turn movements into and leaving the site. Without signalization and full access at Locust Avenue, residents and visitors would be required to take a circuitous route to access the site, particularly for eastbound Ogden Avenue and southbound La Grange Road traffic movements.
2. Locust Avenue is currently a full access roadway that aligns with Ogden Avenue at a skewed angle creating difficult turning movements and sight lines. Realignment of the intersection would improve this condition.
3. Increases in traffic volumes from the Uptown La Grange development and Gordon Park Redevelopment project are anticipated. To accommodate these expected increases, as well as to accommodate current traffic from Lot 14, realignment and signalization of Locust Avenue is needed to provide adequate levels of service for traffic operations.
4. The proposed development relies on the use of Shawmut and Locust as access points. These access points support the internal traffic circulation for the site.
5. Pedestrian access across Ogden Avenue is limited to the intersection of La Grange Road and Ogden Avenue. Signalization of Locust would include an Ogden Avenue pedestrian crossing and address existing and future pedestrian traffic generated by the proposed development, Lot 14 and Gordon Park.

Given this assessment, Village staff has met with senior staff at IDOT to discuss the scope of work, timing and coordination of the proposed IDOT intersection safety improvements with the Uptown La Grange Development. IDOT has stated that there are limited funds available for their intersection safety improvement project. The Village is attempting to encourage IDOT to either expand the scope of the safety improvements to include Locust Avenue reconfiguration or commit to it as a separate IDOT funded project. Additionally a traffic signal warrant analysis is required by IDOT in order to obtain approval for a traffic signal at Locust and Ogden Avenue intersection. The Village is in the process of completing this report and submitting it to IDOT.

Should IDOT not commit to the realignment of Locust Avenue, given the importance of reconfiguration of Locust Avenue we recommend it be included as part of the Uptown La Grange project. Depending on funding and timing, signalization of the intersection should be considered as part of the Uptown La Grange project or a standalone future improvement. As part of the Locust Avenue realignment the incorporation of the left turn lane on Ogden Avenue onto Locust Avenue will need to be considered.

In order to construct the intersection safety improvements proposed by IDOT, specifically the right-turn lane for westbound Ogden Avenue, right-of-way acquisition along the southern boundary of the development site is required. The developer has addressed this need by (1) setting back the proposed buildings to accommodate the right-turn lane and (2) stating that an

easement would be provided as part of the development agreement. Consistent with land acquisition practice, staff recommends that the right-of-way be transferred in the appropriate manner as determined by the Village Attorney.

In summary, staff recommends to the Plan Commission that the realignment of Locust Avenue be incorporated as part of the Uptown La Grange development project and the necessary right-of-way for the IDOT improvements be dedicated.

### **Stormwater Management**

This site and area are served by the Village's combined sewer system, which has limited capacity during wet weather events. The developer proposes to restrict stormwater leaving the site and to construct underground vaults to store stormwater that will be generated from the site. This general approach to stormwater management is acceptable. However, as detailed in the memorandum from Baxter & Woodman, the location of the underground storage needs to be revised, the methodology to calculate stormwater storage and release rates needs to be modified, and the routing of the on-site storm sewers needs to reflect the planned construction of the Ogden Avenue relief sewer.

We recommend that the Plan Commission require the developer to incorporate the stormwater management comments provided by Baxter & Woodman as a condition of approval for the development.

### **Water Main**

The development site is generally surrounded by public water mains on four sides. However the flow generated by these water mains is not sufficient to support the fire flows required for intensity of the development proposed for this site. Accordingly, the developer has proposed to replace several existing water mains with larger sizes and to interconnect the new water mains to the adjacent water tower. Based on a preliminary review we believe these improvements will support the required fire flows for the site. As part of the final engineering a hydraulic analysis is needed to confirm that the proposed improvements will support the required fire flows for the development.

We recommend that the Plan Commission require the developer to incorporate the utility comments provided by Baxter & Woodman as a condition of approval for the development. Additionally we recommend that the proposed improvements to the water main infrastructure as detailed in the plan commission application be added as a condition of approval for the development.

### **Overhead Utilities**

Existing overhead facilities including ComEd, AT&T and Comcast are in conflict with the proposed development and right-of-way improvements. The developer has proposed to bury these utilities and as part of the redevelopment project. Depending on the location of other existing and planned utilities, the underground relocation of the existing overhead utilities may

occur in a private easement. We recommend that the Plan Commission require the developer to provide private utility easements for the burying of overhead utilities should final engineering analysis warrant.

### **Street Lighting Improvements**

Existing overhead lights provide inconsistent lighting at La Grange Road and Ogden Avenue intersection and along Ogden Avenue adjacent to the proposed development. The existing street lights should be relocated or replaced as part of the redevelopment project and pedestrian oriented street lights should be added. We recommend that the configuration and style of these street lights be consistent with Village standards for this the area and adjacent developments. Additionally, the developer should submit a photometric analysis that confirms the proposed lighting meets the Village's and IDOT's standards. Finally, the location of the street lights should take into consideration the proposed IDOT improvements.

### **Streetscape Components - Sidewalks**

The developer has proposed sidewalks surrounding the site for pedestrian access to the site, Gordon Park and surrounding facilities. These routes need to be accessible; specifically the proposed stairs in the public right-of-way should be eliminated. The proposed streetscape elements, including the sidewalk width, need to be consistent with Village standards.

### **Miscellaneous**

The developer has proposed to resurface Parking Lot 14 including removal of the center median so as to allow for ninety degree parking in the eastern lot. Locust Avenue and the entire parking lot, both east and west sections, are in poor condition. Additional deterioration and damage of Locust Avenue and the parking lot is expected during construction of the parking lot. Therefore we recommend that Locust Avenue and the entire parking lot be reconstructed as part of the project.

Development specific signage and landscape features in the right-of-way should be maintained by the development. The proposed easements for these features should incorporate these maintenance requirements.

Depending on the timing of IDOT's proposed intersection safety improvements and Uptown La Grange Development, an interim plan for streetscape improvements and landscaping may be required.

###

In summary we recommend that the Plan Commission require the developer to incorporate the above comments and those provided by Baxter & Woodman as a condition of approval for the development.

5-A-257

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info@baxterwoodman.com



# Memo

**To: Ryan Gillingham, P.E., Director of Public Works**

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**From: Steve Amann, P.E., CFM**

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**Date: June 6, 2014**

**Project No.: 140587.90**

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**Subject: Uptown La Grange - Preliminary Design Review**

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The following comments summarize the larger engineering issues pertaining to the planned mixed-use development at the northeast corner of La Grange Road and Ogden Avenue. This review is based on the items included in the development application package labeled "Uptown La Grange" and dated May 12, 2014. Please note that this is not a comprehensive review, since the plans do not have sufficient detail at this point to fully evaluate all of the applicable requirements.

### ***Overall Submittal***

1. A Phase I Environment Site Assessment should be completed for this site to investigate potential soil contamination issues, particularly from the previous gas station. Leakage from underground storage tanks, and potential Clean Construction and Demolition Debris impacts, need to be addressed before construction begins.
2. A comprehensive soils report, based on site borings and analysis, is needed to design buildings and pavements, and analyze groundwater impacts on below-grade construction of buildings and utilities.
3. Right-of-way permits within Village and Illinois Department of Transportation rights-of-way are anticipated by the developer for driveways, loading spaces, monument signs and landscape features. We recommended that signs within public rights-of-way be checked for adequate sight-distance per the Village's sight distance ordinance.
4. Construction permits will be needed from the following outside agencies, at a minimum:
  - a. Metropolitan Water Reclamation District of Greater Chicago
  - b. Illinois Department of Transportation;
  - c. Illinois Environmental Protection Agency Division of Public Water Supplies; and
  - d. IEPA Division of Water Pollution Control (for sanitary sewer construction and construction site runoff).

5-17-258

### ***Grading and Stormwater Management***

5. The detention storage facility needs to be relocated and redesigned.
  - a. Stormwater runoff is proposed to be stored in a vault below part of the parking garage, which is very atypical. We strongly recommend that this not be done, for the reasons enumerated in our memo of March 13, 2013. These include restrictive inlet capacities, the absence of an overflow route outside of the building, extremely difficult access to the vault for maintenance and repair, potential exfiltration from the vault into the garage and bearing soils, and the potential for polluted stormwater to create toxic mold within the building. In addition, the bottom of the vault is above the lowest floor in the parking garage. This will require that the vault be watertight and impermeable, to prevent runoff from flooding the garage. Underground vaults have been used in many locations to store runoff, but they are almost always located in parking lots.
  - b. The design methodology used is the Modified Rational Method, which relies on incorrect outflow assumptions. Older rainfall data, which doesn't reflect current rainfall patterns, is also used. Both of these factors result in a significantly underdesigned storage volume. We recommend that runoff hydrograph methods, and Illinois State Water Survey Bulletin 70 rainfall data, both be used in its design.
6. The storm sewers draining the detention facility need to be routed to the site's southeast corner, so they can be connected to the planned Ogden Avenue Relief Sewer. This will require connecting to the existing Locust Avenue combined sewer, which will require reconstruction from this point north to the existing east-west combined sewer aligned with Shawmut Avenue.
7. Additional elevations are needed on the site and adjacent properties to ensure that runoff from this site will be directed to the detention facility before leaving the site, and not backing up onto adjoining properties.

### ***Utilities***

8. The dead-end water main serving the retail building should be looped, or at a minimum, sized to provide sufficient fire flow to the hydrant at its end.
9. Fire Department review is needed for the hydrant spacing and locations, as well as the Fire Department Connections on the buildings.

### ***Access and Circulation***

10. Based on the Traffic Impact Study, a significant portion of the traffic at Locust and Ogden will be generated by this site. Accordingly, this development should address the following needed improvements:
  - a. The realignment of Locust at Ogden, needed for safe access to and circulation within the site, needs to be completed before the Illinois Department of Transportation's improvements to Ogden and La Grange are constructed.
  - b. Locust at Ogden needs to be signalized.
11. Based on the Traffic Impact Study, very few vehicles are expected to make a left turn from westbound Shawmut to southbound LaGrange. For safety, consideration should be given to eliminating this movement (assuming the signalization of Locust and Ogden Avenues occurs).
12. The Phase 2 improvement plan needs to reflect the anticipated right-of-way dedication for the IDOT improvement. This should be reflected on the plat of subdivision, which will require IDOT approval.

13. Pedestrian facilities need to be completed, particularly:
  - a. Complete accessible routes, including elimination of stairs in the public right-of-way;
  - b. Extending sidewalk along Ogden to and through the Locust/Ogden intersection; and
  - c. Combining the site sidewalks and Ogden sidewalk to eliminate current overlaps and gaps, and to provide a wider walk complementing the pedestrian-oriented nature of the central business district, including public streetscape features per Village design standards.

**Lighting**

14. Relocation of the existing street lighting within the sidewalk needs to be included in the project, and coordinated with IDOT and the Village.
15. Pedestrian-oriented street lighting along La Grange and Ogden Avenues adjacent to the development is identified to be included as part of the project.
16. Photometric analysis will need to be provided. Street lighting must meet both Village and IDOT requirements.

During the course of this review, we noted additional items which will need to be addressed prior to final plan approval. It would be premature to attempt to list, address and resolve these issues since the plans will likely go through several revisions prior to becoming final construction documents. Additional information and calculations will be necessary to support the design.

Please let us know if you have any questions or need any additional information.

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## Slow, steady growth drives suburban apartment rents to another high

By Alby Gallun  June 02, 2014

The suburban apartment market keeps marching higher, one small step at a time.

The median suburban net rent rose to a record \$1.24 per square foot in the first quarter, up about 1 percent from the fourth quarter and 2.6 percent from a year earlier, according to a report from Appraisal Research Counselors, a Chicago-based consulting firm. The suburban occupancy rate was 95.4 percent, up from 95.1 percent in both the fourth and first quarter of 2013.

Slow and steady works for suburban landlords, who have been gradually hiking rents since the market bottomed out five years ago and are having few problems filling their buildings.

"It's kind of like golf — hitting the ball down the middle of the fairway can be boring, but that's how you tend to score well," said Appraisal Research Vice President Ron DeVries.

There's no reason to expect a slice into a sand trap as long as the job growth continues, he said. The Chicago area is expected to add 50,000 jobs this year after adding 64,100 in 2013, according to the report, which cites a forecast by Moody's Analytics.

### 'IT ALL DEPENDS ON THE JOBS'

As hiring picks up, more renters ditch their roommates and get their own apartments, and 20-somethings who are living with their parents get jobs and move out.

"It all depends on the jobs," said Greg Moyer, partner at Moyer Properties LLC, a Skokie-based real estate investor.

Over the past year, Moyer Properties raised rents about 4 percent at its two multifamily properties, a **154-unit complex in Buffalo Grove** and a 240-unit complex in Des Plaines, which are more than 97 percent occupied, he said. The firm also is developing a 254-unit building in Deerfield slated to open next spring.

Aiming to capitalize on the strong market, developers have been busy over the past year, completing 2,086 suburban apartments in 2013, the most since 2002, according to the Appraisal Research report. Developers are on track to complete another 1,244 this year.

The risk of overbuilding remains low in most suburbs, but it's higher on the North Shore, where several projects are under way, including a **356-unit building** that Fifield Cos. is developing in Evanston, Mr. Moyer's development in Deerfield, and three in **Glenview** totaling 666 units.

"We're going to see how much demand there is for luxury product up there," Mr. DeVries said.

The other question is whether suburbanites who have been renting will decide to buy instead, encouraged by the **recovering residential market**. But Mr. DeVries hasn't seen a huge shift over the past year, even as news about the single-family and condominium markets has turned positive. Many people who rent still don't have the money for a down payment.

"There certainly is some bleed-off to the for-sale market, but that's been going on for a year now, and the market's still performing well," he said. "I don't see a big change there."



## Rental Housing

Renter household growth surged in 2011, spurred by the decline in homeownership rates across most age groups. With vacancy rates falling and rents on the rise, returns on rental property investments are improving and multifamily construction is making a comeback in many markets. The aging of the echo-boom generation into young adulthood favors strong rental demand for years to come.

### CONTINUED GROWTH IN RENTER HOUSEHOLDS

Extending the sharp turnaround in rental demand, the number of renter households climbed by 1.0 million in 2011, the largest annual increase since the early 1980s. The 2000s as a whole already marked the highest decade-long growth in renter households in the last 60 years (Figure 25). After a small net loss in 2000–4, renter household growth averaged 730,000 each year through 2011, nearly three times the 270,000 average in the 1990s.

Young adults under age 25 generally drive the growth in new renter households. Although down from 5.0 million in 2001–6, the number of net new renters in this age group was still a substantial 4.7 million in 2006–11. The recent turnaround in renter household growth was fueled to an even greater extent by 25–34 year-olds, who accounted for fully 645,000 net new renter households over this period. In contrast, the previous cohort of 25–34 year-olds was responsible for a net loss of 328,000 renter households in 2001–6. More households aged 35–44 are also renting, reducing the net outflow in their age group from 1.5 million in 2001–6 to just 400,000 in 2006–11.

### GROWING DIVERSITY OF RENTER HOUSEHOLDS

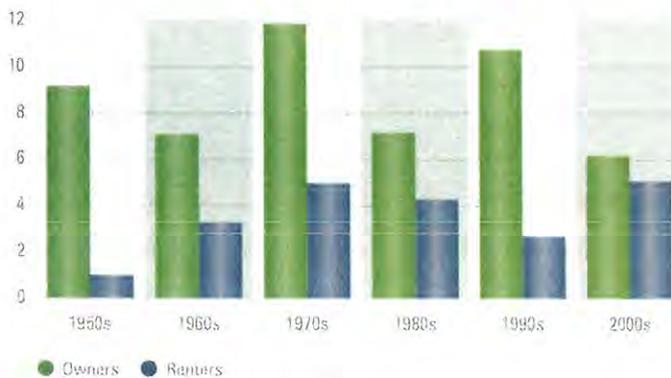
Because they are younger on average than whites and less likely to own homes, minority households make up a large and growing share of renters. In 2011, minorities accounted for only 30 percent of all households but 46 percent of renters. They also contributed 59 percent of the increase in the number of renter households between the homeownership peak in 2004 and 2011. Blacks accounted for 24 percent, Hispanics 17 percent, and Asians and other groups 18 percent of this recent growth. Although whites were responsible for less than half of renter household growth, their numbers still increased by 2.1 million over this period—a sharp departure from the large declines in the 1990s and early 2000s.

An especially noteworthy shift is the rising number and share of married couples that now rent rather than own homes. While still only 36 percent of all renters in 2011, married couples accounted for 50 percent of the growth in renter households over the previous five years. More middle- and upper-income households are also renting. During the first half of the 2000s,

FIGURE 25

### Renter Household Growth Set a New Record in the 2000s

Net Change in Households (Millions)



Note: Census data do not include post-enumeration adjustments  
 Source: JCHS tabulations of US Census Bureau, Decennial Censuses

most of the increase in renters occurred among households earning less than \$30,000 while the number of higher earners fell significantly. After 2006, though, households earning more than \$30,000 accounted for just under half of renter growth. In fact, after dragging down renter household growth during the homebuying boom, households earning more than \$75,000 contributed nearly a fifth of the increase in 2006–11.

Some of the unusual features of recent renter household growth—particularly the sharp increases in older and married-couple renters—may persist as long as foreclosure rates remain elevated. But as household formations among the echo boomers rise and homeownership rates among middle-aged households stabilize, the shares of new renter households that are younger and minority should continue to increase.

#### REBOUND IN MULTIFAMILY STARTS

Until recently, rising demand has been met through absorption of excess vacant units and conversion of single-family homes to rentals. Completions of multifamily rental units totaled just 123,000 in 2011, the lowest annual level since 1993 and bringing the drop since 2009 to 40.9 percent.

While single-family homes have always been popular rentals, the share of renter households living in single-family units increased from 31.0 percent in 2006 to 33.5 percent in 2010. In turn, the share of the single-family stock for rent or being rented expanded from 14.4 percent to 16.1 percent, adding 2.0 million units to the inventory. Increases in the share of single-

family homes for rent or rented are particularly large in states with high foreclosure rates, indicating a shift of many distressed properties from the owner to rental market (Figure 26).

Even so, the overall rental vacancy rate fell from 10.6 percent in 2009 to 9.5 percent in 2011, the lowest annual posting since 2002. With vacancy rates shrinking and renter household growth strengthening, multifamily development has staged a recovery. In 2011, construction began on 178,000 units in buildings with two or more units, up from 109,000 two years earlier. In early 2012, multifamily starts increased to 225,000 units on a seasonally adjusted annual basis (Figure 27). While still well below the roughly 340,000 starts averaged each year in the decade prior to the downturn, a continuation of current trends would give multifamily construction a substantial lift this year.

The rebound is fairly widespread, with permits up in all but three of the 25 markets that had the most multifamily construction in the decade preceding the bust. The largest gains were in Dallas and Washington, DC, where permits jumped by more than 5,000 units last year. Houston, Los Angeles, and New York also posted increases of more than 3,200 units. Even in these areas, though, permit volumes remained at half or less of recent peaks. The principal exception is Washington, DC, where multifamily permits in 2011 were only 10 percent below the 2005 peak. Not surprisingly, multifamily permitting is weakest (less than one-fifth of previous peaks) in areas such as Atlanta, Las Vegas, Miami, Orlando, and Phoenix, where the housing bust was especially severe.

#### RENTAL MARKET TIGHTENING

According to the Housing Vacancy Survey, rental vacancy rates in more than two-thirds of the nation's largest 75 metros fell in 2011. In more than a third of these areas, the decline from the national peak in 2009 exceeded two percentage points. The absorption of excess units in Austin, Dayton, and Phoenix was particularly rapid, pushing vacancy rates down by more than 5.0 percentage points over the past year. At the other extreme, vacancy rates in a few metro areas, such as Orlando and Tucson, remained above pre-bust levels.

This tightening has lifted rents, at least at the upper end of the market. The broad Rent of Primary Residence measure from the Consumer Price Index indicates that nominal rents edged up just 1.7 percent in 2011—less than the 3.2 percent rise in overall prices but still more than the increase reported in 2010. But the narrower measure based on MPF Research data shows that nominal rents for professionally managed properties with five or more units, adjusted for concessions, rose 4.7 percent from the fourth quarter of 2010 to the fourth quarter of 2011—double the 2.3 percent increase a year earlier. While evident in all regions, rent increases were largest in the Northeast (6.5 percent) and the West (5.2 percent).

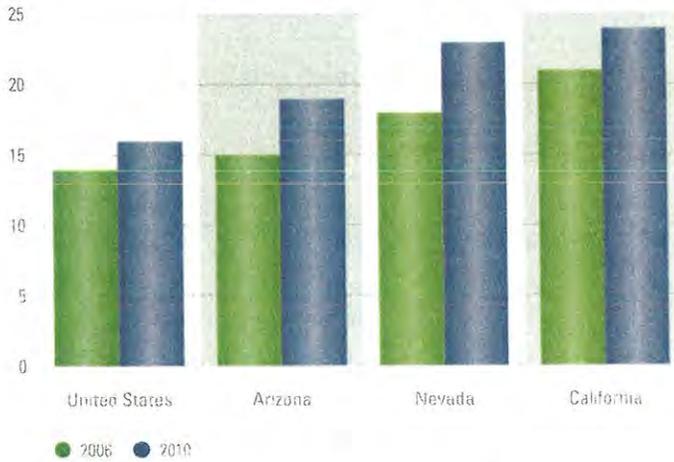
Real rents climbed in 38 of the 64 metro areas tracked by MPF Research (Figure 28). Rents in West Coast markets such as San

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FIGURE 26

### Growing Shares of Single-Family Homes Have Shifted to Rentals, Especially Where Foreclosure Rates Are High

Share of Single-Family Units for Rent or Rented (Percent)

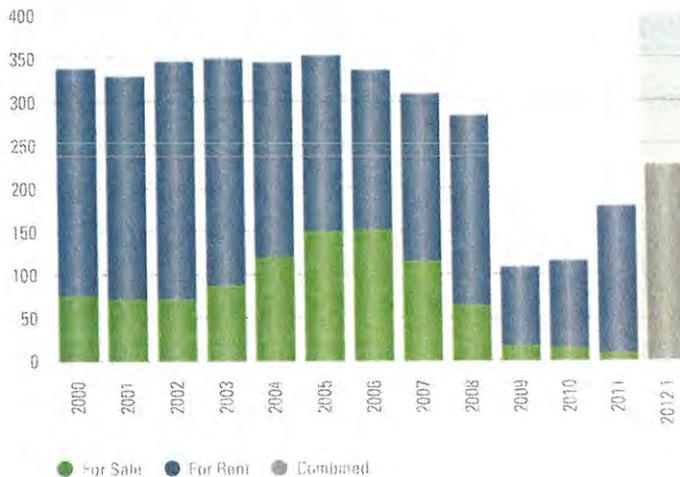


Source: JCHS tabulations of US Census Bureau, American Community Surveys

FIGURE 27

### With Demand Surging, Multifamily Rental Construction Has Revived

Multifamily Starts (Thousands)



Note: Starts in 2012 1 are at a seasonally adjusted annual rate  
Source: JCHS tabulations of US Census Bureau, New Residential Construction

San Francisco (up 11.0 percent) and San Jose (up 8.8 percent) posted the largest increases. In other high-occupancy metros such as Austin, Boston, New York, and Oakland, real increases averaged 3.7 percent or more. In contrast, rents in fully two-fifths of the markets tracked did not keep up with inflation, although the declines were generally modest. Only five markets saw real rents fall more than 1.0 percent in 2011, with Las Vegas reporting by far the largest decline (3.6 percent).

#### IMPROVING RENTAL PROPERTY PERFORMANCE

Tighter rental markets have bolstered cash flow and returns on multifamily properties. As measured by the National Council of Real Estate Investment Fiduciaries, commercial apartment prices climbed 10.0 percent in the fourth quarter of 2011 from a year earlier, marking a 34.4 percent increase from their fourth-quarter 2009 low. NCREIF also reports that the quarterly returns on investment in these properties averaged 3.7 percent in 2011, yielding an overall return of 15.5 percent last year (Figure 29). While below the outsized earnings posted in the second half of 2010, these returns exceed the average performance in the first half of the 2000s—not to mention the substantial losses in 2009.

Despite these signs of strength, not all segments of the multifamily market are out of the woods. Of particular concern are properties with loans held in commercial mortgage backed securities (CMBS). According to Moody's Delinquency Tracker, 14.1 percent of such loans were at least 60 days past due in the first quarter of 2012, down just slightly from the 15.7 percent peak at the start of 2011. These poorly performing loans were generally issued during the boom years when lending standards were much more relaxed.

By comparison, delinquency rates for other types of apartment loans have been lower and quicker to recede. For example, the share of noncurrent multifamily loans held in bank portfolios fell by nearly half from the mid-2010 peak, down to 2.5 percent at the end of 2011. Multifamily loans backed by Fannie Mae and Freddie Mac have performed even better, with delinquency rates well below 1.0 percent.

#### EMERGING RECOVERY IN MULTIFAMILY LENDING

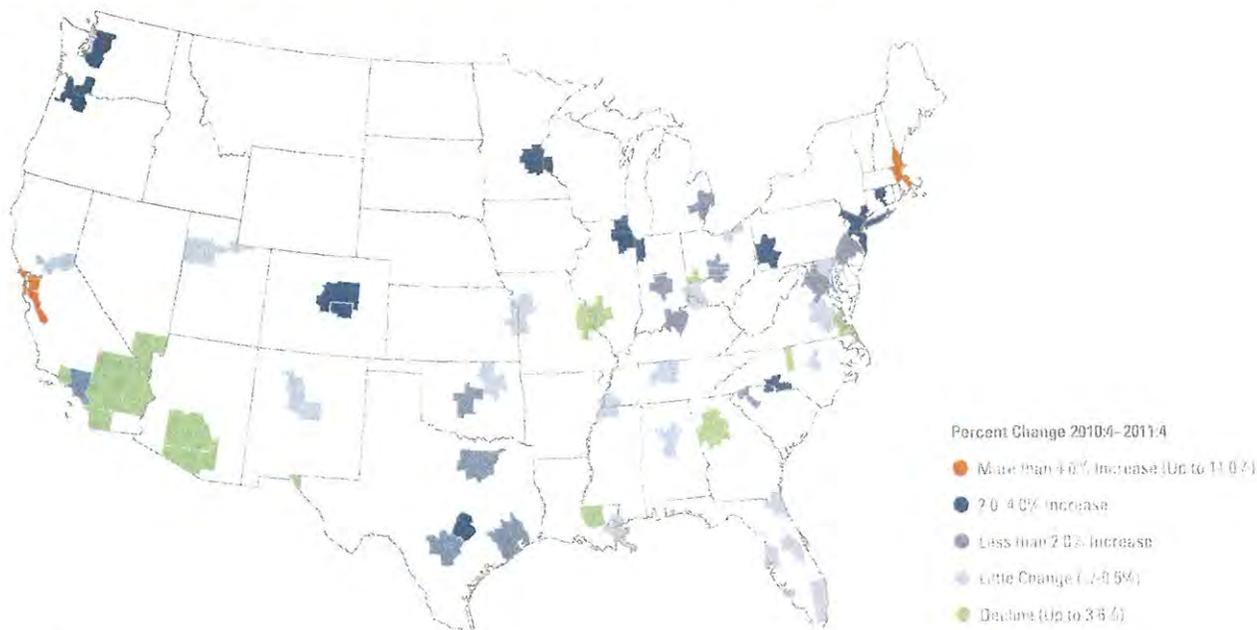
Once the recession hit, government lending was responsible for virtually all of the net growth in multifamily loans outstanding. In 2010, agency and GSE portfolios as well as MBS accounted for a \$14.8 billion net increase in outstanding multifamily loans, while banks and thrifts contributed a modest \$2.0 billion. In 2011, however, the strength of the multifamily recovery bolstered investment interest, and banks grew their portfolios by \$5.8 billion and life insurance companies by \$2.3 billion.

Nevertheless, Fannie Mae, Freddie Mac, and FHA still contributed the lion's share of new lending last year, increasing their backing of multifamily loans by \$18.4 billion. An

5-A.264

FIGURE 28

## Real Rents Are Rising in Many Locations Across the Country



Notes: Rents are adjusted for inflation by the CPI-U for All Items. Estimates are based on a sample of investment-grade properties.  
Source: JCHS tabulations of MPF Research data

important but often overlooked aspect of the debate over the government's future role in the mortgage market is whether these guarantees, if continued, should apply to multifamily lending. The government backstop in this market segment was clearly critical during the downturn. With rental demand surging and adding strength to the recovery, policy makers will need to ensure that a restructured mortgage market can provide an adequate supply of capital to fuel expansion of the multifamily stock.

### SHRINKING SUPPLY OF LOW-COST RENTALS

The housing bust and Great Recession helped to swell the ranks of low-income renters in the 2000s, increasing the already intense competition for a diminishing supply of low-cost units. According to the American Community Survey, the number of renters earning \$15,000 or less (in real terms) grew by 2.2 million between 2001 and 2010. The number of rental units that were both adequate and affordable to these households, however, declined by 470,000 over this period. As a result, the gap between the supply of and demand for these units widened (Figure 30). In 2001, 8.1 million low-income renters competed for 5.7 million affordable units, leaving a gap of 2.4 million units. By 2010, the shortfall had more than doubled to 5.1 million units. Moreover,

of these affordable units, more than 40 percent were occupied by higher-income renters.

Data from the American Housing Survey reveal the range of forces that work to deplete the affordable rental inventory. Nearly three of ten units renting for less than \$400 in 1999 were lost from the stock a decade later. Demolitions and other permanent removals claimed nearly 12 percent of the stock, but conversions to seasonal use and temporary removals also contributed to the decline. And contrary to popular wisdom, the filtering of properties from higher to lower rents over time has not replenished the supply. In fact, losses due to rising rents are a major drain on the low-cost inventory: for every two units that moved down to the low-cost category between 1999 and 2009, three moved up to higher rent levels. As a result, 8.7 percent of the low-cost rental stock was upgraded to higher rents on net over the decade.

Meanwhile, most new construction adds units at the upper end of the market, with the median monthly asking rent for newly completed apartments exceeding \$1,000 each year in 2006-11. The median would be even higher if not for the substantial share of multifamily construction assisted by the federal Low Income Housing Tax Credit program in recent years. By comparison,

FIGURE 29

### Rental Market Tightening Has Restored Returns on Multifamily Properties to Pre-Recession Levels

Quarterly Return on Investment (Percent)



Note: Return on investment incorporates net operating income and changes in the market value of the property  
Source: National Council of Real Estate Investment Fiduciaries, Apartment Property Index

the rent affordable (at 30 percent of income) to a renter household with the median income of \$30,700 in 2010 is just \$770 per month. To someone earning \$15,000 a year (the full-time equivalent of the federal minimum wage), an affordable rent would be \$375 per month. Stepped-up efforts to preserve the existing low-cost rental stock will therefore be necessary to help meet rapidly growing demand among low-income households.

#### THE OUTLOOK

Barring a dramatic bounceback in homeownership, renter household growth should remain strong for some time. In the near term, larger shares of younger households are opting to rent while foreclosures are forcing many older households out of homeownership and into the rental market. But even as the economic recovery gains traction and homeownership rates level off, rental demand should get a boost from higher household formations among the echo boomers.

With demand growing strongly, multifamily construction should increase in many metropolitan markets. The exceptions may be metros with stubbornly high vacancy rates, many of which are located in states hit hard by the foreclosure crisis. But capital must be available to support this new construction. Lending by banks and life insurance companies has begun to pick up, but federal sources still guarantee a large majority of new loans. If the federal government pulls back from the multifamily market, private lending will have to increase substantially to support this important segment of the housing market.

Tighter rental markets make it increasingly difficult for lower-income households to find affordable housing. With rents on most newly constructed units well out of reach, the recent jump in multifamily production will do little to alleviate the shortage. Instead, public subsidies are needed to close the gap between what low-income households can afford to pay for rent and what it costs to develop decent housing. At present, the Low Income Housing Tax Credit program is the primary means of adding to the affordable housing stock, but reaching lowest-income renters will take deeper subsidies than this program currently provides.

FIGURE 30

### The Gap Between the Number of Low-Income Renters and the Supply of Affordable, Available, and Adequate Units Continues to Widen

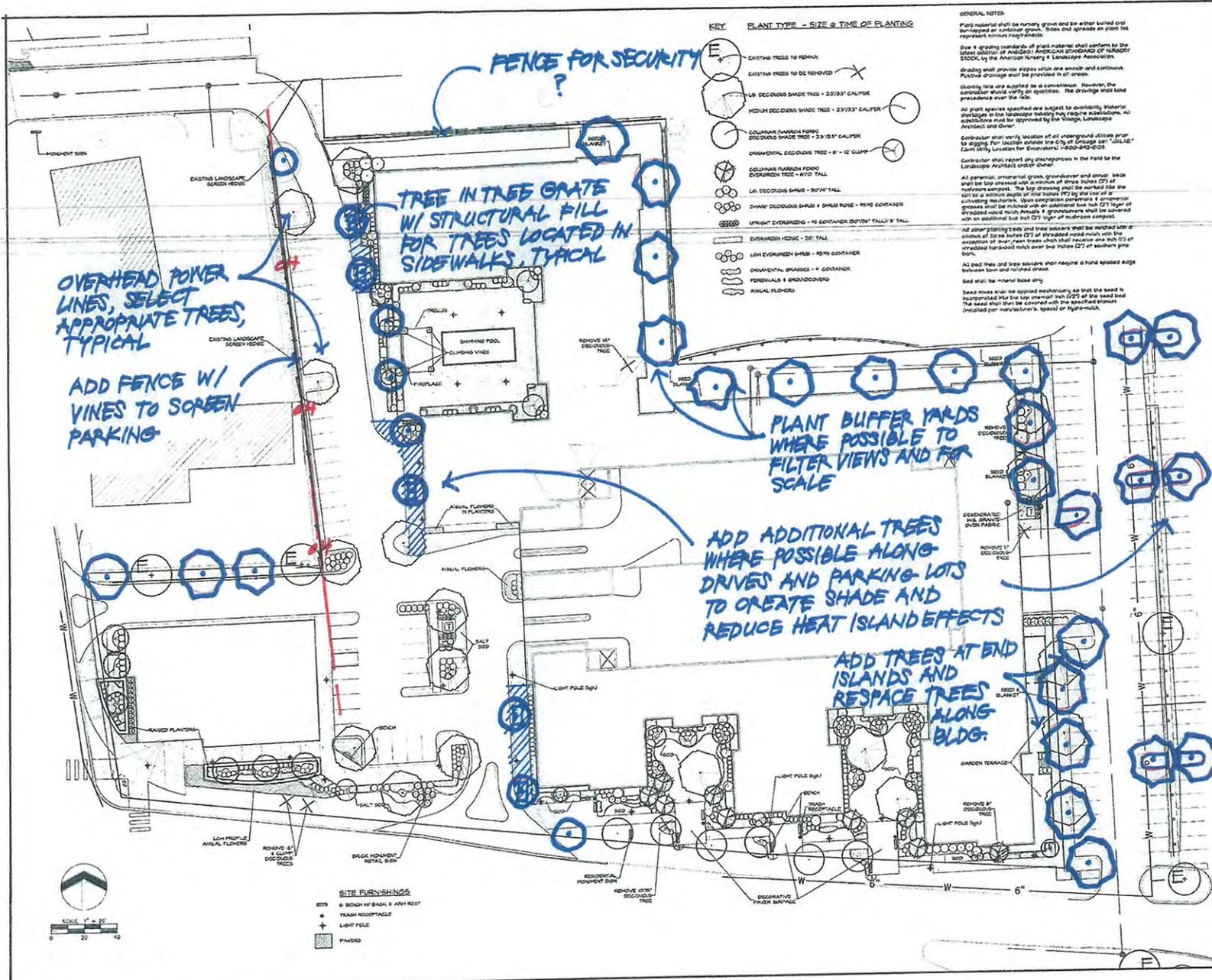
Millions



● Vacant or Occupied by Low-Income Renters ● Occupied by Higher-Income Renters

Notes: Low-income renters have annual incomes of \$15,000 or less. Affordable units have rents under \$377 per month (30 percent of monthly household income). Adequate units have complete kitchen and plumbing facilities. Household income and rent are in constant 2010 dollars, adjusted for inflation by the CPI-U for All Items. Source: JCHS tabulations of US Census Bureau, American Community Surveys

5-14-2017



- KEY PLANT TYPE - SIZE @ TIME OF PLANTING**
- EXISTING TREES TO REMAIN
  - EXISTING TREES TO BE REMOVED
  - US DECIDUOUS SHADE TREE - 25/35' CALIPER
  - MEDIUM DECIDUOUS SHADE TREE - 25/35' CALIPER
  - COLUMBAR NARROW FORM DECIDUOUS SHADE TREE - 25/35' CALIPER
  - ORNAMENTAL DECIDUOUS TREE - 6' - 12' CALIPER
  - COLUMBAR NARROW FORM EXPANDED TREE - 6/10' TALL
  - LA DECIDUOUS SHrub - 20' TALL
  - UPHOLD EVERGREENS - 15' CONTAINER 20/25' TALLY 9' TALL
  - EVERGREEN HEDGE - 50' TALL
  - LOW EVERGREEN SHrub - 15' CONTAINER
  - ORNAMENTAL GRASSES - 6' CONTAINER
  - PERENNIALS & GROUNDCOVERS
  - ANNUAL FLOWERS

**GENERAL NOTES:**

Plant material shall be nursery grown and be either balled and burlapped or container grown. Sizes and quantities listed do not represent minimum requirements.

Use of existing materials of equal material shall conform to the latest edition of AMERICAN STANDARD OF HARBOR SPECIFICATION by the American Nursery & Landscape Association.

Grading shall provide slopes which are smooth and continuous. Positive drainage shall be provided in all areas.

Quality like one supplied as a convention. However, the contractor shall verify all quantities. This drawing shall have precedence over the file.

All plant species specified are subject to availability. Historical plantings in the landscape history may require substitutions. All substitutions must be approved by the Village, Landscape Architect and Owner.

Contractor shall verify location of all underground utilities prior to digging. For location consider the City of Chicago's "Call Before You Dig" Location for Excavations 1-800-842-0005.

Contractor shall report any discrepancies in the field to the Landscape Architect project owner.

All general ornamental green groundcover and shrub beds shall be top dressed with a minimum of three inches (3") of mulch material. The top dressing shall be worked into the soil to a minimum depth of one foot (1') by the use of a mulching machine. When mulching perennials & ornamental shrubs shall be mulched with an additional one inch (1") layer of mulch material.

All evergreen shrubs and trees located shall be mulched with a minimum of 3" of mulch (3") of shredded wood mulch with the exception of evergreen trees which shall receive one inch (1") of shredded hardwood mulch over the top (3") of southern pine bark.

All beds shall be 6" high and shall require a hard spaced edge between lawn and mulched areas.

Bed shall be 18" high base only.

Seed mixes shall be applied mechanically so that the seed is incorporated into the top mineral soil (2") of the seed bed. The seed shall be covered with the specified amount (included per manufacturer's spread) or hydro-mulch.

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**REVISIONS**

NO.	DATE	DESCRIPTION

**UPTOWN LaGRANGE**  
LaGrange, Illinois

**IRG Ives/Ryan Group, Inc.**  
224 N. EISENHOWER LAKE  
LOMBARD, IL 60148  
PHONE: 630.717.0700  
www.ivesryan.com

**PRELIMINARY LANDSCAPE PLAN PHASE 1**

PROJECT NO.: JOB NO.:  
L914 8617A

DATE: 5-14-17 SHEET  
SCALE: 1"=20' PLANNER: JMB L-1  
DRAWN BY: EM  
CHECKED: \_\_\_\_\_

Hitchcock Design Group suggested landscape changes

OVERHEAD POWER LINES, SELECT APPROPRIATE TREES, TYPICAL

ADD FENCE W/ VINES TO SCREEN PARKING

FENCE FOR SECURITY?

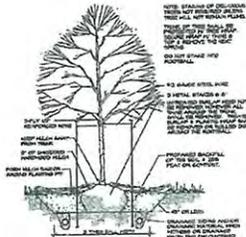
TREE IN TREE GRATE W/ STRUCTURAL FILL FOR TREES LOCATED IN SIDEWALKS, TYPICAL

PLANT BUFFER YARDS WHERE POSSIBLE TO FILTER VIEWS AND FOR SCALE

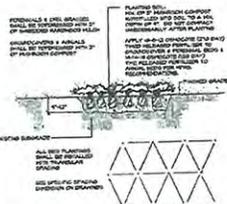
ADD ADDITIONAL TREES WHERE POSSIBLE ALONG DRIVES AND PARKING LOTS TO CREATE SHADE AND REDUCE HEAT ISLAND EFFECTS

ADD TREES AT END ISLANDS AND RESPACE TREES ALONG BLDG.

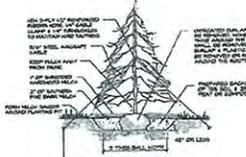
PARKING LOT SCREEN / LANDSCAPE?



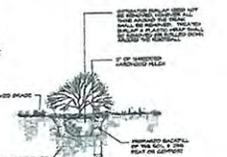
DECIDUOUS TREE



BED PLANTING DETAIL (PERENNIAL, ORNAMENTAL, GRASSES, VINES, GROUNDCOVERS & PALMS)



EVERGREEN TREE



SHRUBS

REPRESENTATIVE PLANT LIST

For coloring or general listing of plants please consult those with that plant number and plant list is provided.

PLANT	SCIENTIFIC NAME	COMMON NAME	PLANT	SCIENTIFIC NAME	COMMON NAME
1	Abies balsamea	White Pine	11	Thuja occidentalis	Green Cedar
2	Thuja occidentalis	Green Cedar	12	Juniperus horizontalis	Creeping Juniper
3	Pinus strobus	White Pine	13	Juniperus communis	Common Juniper
4	Pinus resinosa	Red Pine	14	Juniperus horizontalis	Creeping Juniper
5	Pinus strobus	White Pine	15	Juniperus communis	Common Juniper
6	Pinus strobus	White Pine	16	Juniperus communis	Common Juniper
7	Pinus strobus	White Pine	17	Juniperus communis	Common Juniper
8	Pinus strobus	White Pine	18	Juniperus communis	Common Juniper
9	Pinus strobus	White Pine	19	Juniperus communis	Common Juniper
10	Pinus strobus	White Pine	20	Juniperus communis	Common Juniper

See next page for comments on the plant list.

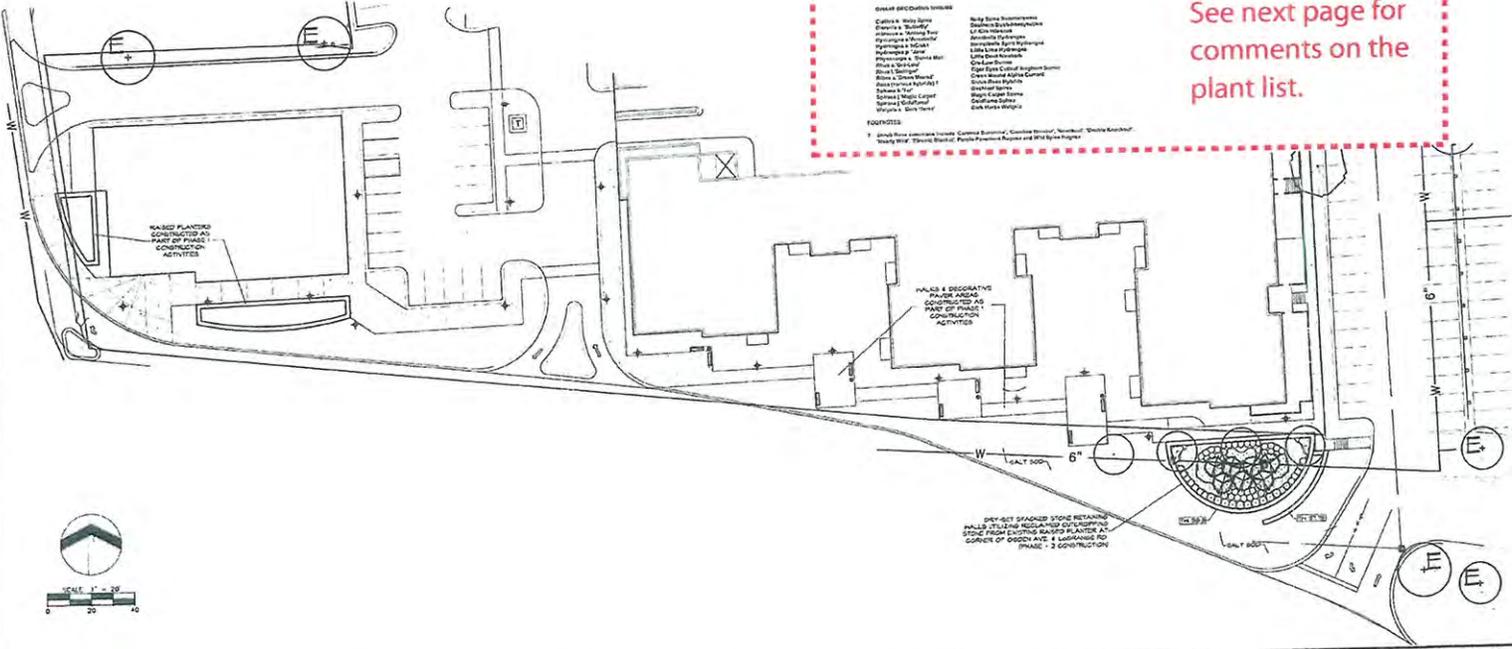
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REVISIONS

NO.	DATE	DESCRIPTION
1	08/14/14	Initial Design
2	08/14/14	Final Design

UPTOWN LaGRANGE LaGrange, Illinois

5-A-268



**IRG** Ives/Ryan Group, Inc.  
 224 N. CROSBY AVE. LA GRANGE, IL 60145  
 PHONE: 630.711.5728

Landscape Architecture  
 Park & Recreation Design  
 Site & Community Planning  
 www.ivesryangroup.com

PRELIMINARY LANDSCAPE PLAN PHASE 2

PROJECT NO. JOB NO.  
 L914 8617A

DATE: 08-14-14 SHEET  
 SCALE: 1"=20'  
 PLANNER: JMS  
 DRAWN BY: BSE L-2  
 CHECKED:

**REPRESENTATIVE PLANT LIST**

The following is a general listing of quality plant material from which final plant species assignments may be selected.

NATIVE	BOTANICAL NAME	COMMON NAME	NATIVE	BOTANICAL NAME	COMMON NAME
<b>DECIDUOUS SHADE TREES</b>			<b>BROADLEAF/EVERGREEN SHRUBS</b>		
N	Acer freemanii (cultivars) 1	Freeman Maple		Buxus 'Wilson'	Northern Charm Littleleaf Boxwood
N	Acer miyabei 'Morton'	State Street Miyabe Maple	SP	Euonymus f. 'Emerald Gaiety'	Emerald Gaiety Wintercreeper
N	Acer n. 'Green Column'	Green Column Black Maple		Euonymus f. 'Vegetus'	Big-leaf Wintercreeper
N	Acer saccharum	Sugar Maple		Juniperus chinensis (cultivars) 8	Chinese Juniper
N	Acer s. 'Endowment'	Columnar Sugar Maple		Juniperus horizontalis (cultivars) 9	Creeping Juniper
N	Aesculus glabra	Ohio Buckeye		Picea a. 'Elegans'	Elegans Dwarf Norway Spruce
N	Catalpa speciosa	Northern Catalpa		Picea p. 'Montgomery'	Montgomery Dwarf Colorado Spruce
N	Celtis occidentalis	Hackberry		Pinus m. 'Slowmound'	Dwarf Mugho Pine
N	Corylus colurna	Turkish Filbert		Pinus media (cultivars) 10	Anglojap Yew
N	Gleditsia l. inermis (cultivars) 2	Honeylocust (thornless varieties)		Thuja o. 'Smaragd'	Emerald Green Arborvitae
N	Gymnocladus dioica 'Espresso'	Espresso Kentucky Coffeetree (Seedless)		Thuja o. 'Tehnyi'	Mission Arborvitae
N	<del>Pyrus calleryana (cultivars) 3</del>	<del>Gallery Pear (non-fruiting)</del>			
N	Quercus alba	White Oak			
N	Quercus bicolor	Swamp White Oak			
N	Quercus 'Nadler'	Kindred Spirit Oak			
N	Quercus imbricaria	Shingle Oak			
N	Quercus macrocarpa	Bur Oak			
N	Quercus x schuettlii	Swamp Bur Oak			
N	Quercus rubra	Red Oak			
N	Taxodium distichum	Baldcypress			
N	Taxodium d. 'Mickelson'	Shawnee Brave Baldcypress			
N	Ulmus (hybrids) 4	Elm (hybrids)			
<b>FOOTNOTES:</b>			<b>FOOTNOTES:</b>		
1	Freeman Maple cultivars include 'Autumn Blaze', 'Marmo', 'Celebration' and 'Armstrong'.			8 Chinese Juniper cultivars include 'Daub's Frosted', 'Kallay's Compact', 'sargentii', 'Gold Lace' and 'Sea Green'.	
2	Honeylocust cultivars include 'Skyline', 'Maika', 'Shademaster' and			9 Creeping Juniper cultivars include 'Hughes', 'Plumosa Compacta' and 'Procumbens'	
3	Gallery Pear cultivars include 'Atistocrat', 'Autumn Blaze', 'Redspire' and 'Chanticleer'.			10 Anglojap Yew cultivars include 'Densiformis' and 'Hicksii'.	
4	Elm hybrids include 'Frontier', 'Homestead', 'Regal' and 'Patriot'.				
<b>DECIDUOUS ORNAMENTAL TREES</b>			<b>ORNAMENTAL GRASS</b>		
N	Alnus rugosa	Speckled Alder		Calamagrostis a. 'Karl Foerster'	Feather Reed Grass
N	Amelanchier (species) 5	Serviceberry		Carex m. 'Ice Dance'	Ice Dance Sedge
N	Betula nigra	River Birch		Miscanthus floridulus	Giant Chinese Silver Grass
N	<del>Betula p. 'Whitespire'</del>	<del>Whitespire Birch</del>	SP	Molinia caerulea 'Variegata'	Variegated Moor Grass
N	Cercis canadensis	Eastern Redbud	N	Panicum virgatum (cultivars) 11	Switch Grass
N	Crataegus crusgalli inermis	Thornless Cockspur Hawthorn		<del>Phalaris a. 'Picta'</del>	<del>Variegated Ribbon Grass</del>
N	<del>Heptacodium miconioides</del>	<del>Sevenson Flower</del>	N	Schizachyrium scoparium (cultivars) 12	Little Bluestem
N	Magnolia 'Butterflies'	Butterflies Magnolia	N	Sesleria autumnalis	Autumn Moor Grass
N	Magnolia l. 'Jane'	Jane Magnolia	N	Sorghastrum n. 'Indian Steel'	Blue Indian Grass
N	Malus (cultivars) 6	Crabapple	N	Sporobolus heterolepis	Prairie Dropseed
N	Ostrya virginiana	Ironwood			
N	Populus tremuloides	Quaking Aspen			
N	Rhus typhina	Staghorn Sumac			
N	Syringa reticulata	Japanese Tree Lilac			
N	Syringa pekinensis	Peking Lilac			
N	Viburnum prunifolium	Blackhaw Viburnum			
<b>FOOTNOTES:</b>			<b>FOOTNOTES:</b>		
5	Serviceberry species include canadensis, grandiflora and laevis.			11 'Heavy Metal', 'Northwind', 'Prairie Fire', 'Rotstrahibus.h' and 'Shenandoah'	
6	Crabapple selections include 'Golden Raindrops', 'Donald Wyman', 'Prairie Fire', 'Red Jewel', and 'Sugartyme'			12 'Minuteman', 'Carousel' and 'Standing Ovation'	
<b>EVERGREEN TREES</b>			<b>PERENNIALS &amp; GROUNDCOVERS</b>		
	Picea abies	Norway Spruce		Achillea (cultivars)	Yarrow
	Picea pungens	Colorado Green Spruce		Alchemilla mollis	Lady's Mantle
	Picea p. 'Fastigiata'	Columnar Colorado Spruce		Allium cernuum	Nodding Onion
	Picea glauca 'Densata'	Black Hills Spruce		Aranium dioicum	Goat's Beard
	Pinus flexilis	Limber Pine		Aster n-a. 'Purple Dome'	Purple Dome New England Aster
	Pinus f. 'Vanderwolf's Pyramid'	Vanderwolf's Pyramid Limber Pine		Baptisia v. 'Twilite'	Twilite Prairieblues False Indigo
	Pinus nigra	Austrian Pine		Boltonia 'Snowflake'	Snowflake Boltonia
	Pinus strobus	Eastern White Pine		Echinacea purpurea (cultivars)	Coneflower
				Euonymus f. 'Coloratus'	Purpleleaf Wintercreeper
				Eupatorium maculatum	Spotted Joe-Pye Weed
				Geranium (cultivars)	Geranium
				Heliopsis (cultivars)	False Sunflower
				Hemerocallis (cultivars)	Daylily
				Hibiscus (cultivars)	Hibiscus
				Hosta (cultivars)	Plantain-lily
				Iris siberica (cultivars)	Siberian Iris
				<del>Iris pseudacorus</del>	<del>Yellow Flag Iris</del>
				Liatris (cultivars)	Gayfeather
				Nepeta r. 'Walker's Low'	Walker's Low Catmint
				Parthenocissus quinquefolia	Virginia Creeper
				Penstemon (cultivars)	Beardstongue
				Perovskia atriplicifolia (cultivars)	Russian Sage
				Phlox (hybrids)	Phlox
				Rudbeckia 'Goldstrum'	Black-Eyed Susan
				Rudbeckia n. 'Herbstsonne'	Autumn Sun Coneflower
				Sedum 'Autumn Fire'	Autumn Fire Stonecrop
				Sedum 'Immergrunnen'	Evergreen Stonecrop
				Sedum s. 'Baileys Gold'	Baileys Gold Stonecrop
				Sedum s. 'Fuldaglut'	Fulda Glow Stonecrop
				Sedum s. 'Red Carpet'	Red Carpet Stonecrop
				Solidago (cultivars)	Goldenrod
				Stachys b. 'Big Ears'	Lamb's Ear
				Stachys m. 'Hummelo'	Alpine Betony
				Thymus p. 'Coccineus'	Creeping Thyme
				Vinca minor	Periwinkle
<b>LARGE DECIDUOUS SHRUBS</b>			<b>FOOTNOTES:</b>		
	Cornus racemosa	Gray Dogwood		7 Shrub Rose selections include 'Carefree Sunshine', 'Carefree Wonder', 'Knockout', 'Double Knockout', 'Nearly Wild', 'Electric Blanket', Purple Pavement Rugosa and Wild Spice Rugosa	
	Corylus americana	American Filbert			
	Cotoneaster acutifolia	Peking Cotoneaster			
	Hamamelis vernalis	Vernal Witchhazel			
	Hamamelis virginiana	Common Witchhazel			
	Hibiscus s. 'Marina'	Blue Satin Rose of Sharon			
	Hydrangea a. 'Abetwo'	incrediball Hydrangea			
	Hydrangea p. 'DVPpinkie'	Pinky Winky Hydrangea			
	Hydrangea p. 'Limelight'	Limelight Hydrangea			
	Hydrangea p. 'Tardiva'	Tardiva Hydrangea			
	Ribes alpinum	Alpine Currant			
	Syringa p. 'Miss Kim'	Miss Kim Dwarf Lilac			
	Syringa x. 'Penda'	Bloomerrang Purple Lilac			
	Viburnum dentatum	Arrowwood Viburnum			
	Viburnum x. 'Cayuga'	Cayuga Viburnum			
	Viburnum prunifolium	Blackhaw Viburnum			
	Weigela f. 'Alexandra'	Wine & Roses Weigela			
<b>DWARF DECIDUOUS SHRUBS</b>			<b>FOOTNOTES:</b>		
	Clethra a. 'Ruby Spice'	Ruby Spice Summersweet			
	Diervilla s. 'Butterfly'	Southern Bush-honeysuckle			
	Hibiscus s. 'Antong Two'	Lil Kim Hibiscus			
	Hydrangea a. 'Annabelle'	Annabelle Hydrangea			
	Hydrangea a. 'NCHA1'	Invincible Spirit Hydrangea			
	Hydrangea p. 'Jane'	Little Lime Hydrangea			
	Physocarpa a. 'Donna Max'	Little Devil Ninebark			
	Rhus a. 'Gro-Low'	Gro-Low Sumac			
	Rhus l. 'Baltiger'	Tiger Eyes Cutleaf Staghorn Sumac			
	Ribes a. 'Green Mound'	Green Mound Alpine Currant			
	Rosa (various hybrids) 7	Shrub Rose Hybrids			
	Spiraea b. 'Tor'	Birchleaf Spirea			
	Spiraea j. 'Magic Carpet'	Magic Carpet Spirea			
	Spiraea j. 'Goldflame'	Goldflame Spirea			
	Weigela x. 'Dark Horse'	Dark Horse Weigela			

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## EXHIBIT C

### Approved Categories

- Apparel
- Art Gallery
- Arts/Crafts
- Beauty/Cosmetic Sales
- Books/Magazines/Newspapers (*Proposed Borders Books*)
- Camera
- Candy/Cookies/Desserts
- Cards/Gifts
- Coffee (*Proposed Caribou Coffee*)
- Custom Framing
- Drug (*Walgreens*)
- Electronics/Computer Retail Sales
- Fabric
- Florist
- Footwear
- Grocer (*Proposed Trader Joe's*)
- Home Décor (*Proposed Yankee Candle*)
- Home Furnishings (*Proposed Pier 1 Imports*)
- Home Improvement Retail Sales
- Jewelry
- Kitchen/Cooking Equipment and Supplies
- Luggage
- Music
- Nurseries
- Nutritional Retail Sales
- Office Supply
- Pet Care (retail only)
- Sporting Goods
- Quick Service Restaurant (*Baja Fresh and Proposed Corner Bakery*)
- Toys

It is understood that these retail stores would supplement the two (2) anchors already identified for the East Parcel, *Borders Books and Music* and *Trader Joe's*. It is also understood that, except for *Corner Bakery* (or similar establishment), no other food service establishments will be located on the site.

Any proposed tenant in any of the Approved Categories shall be a retail sales tax producing entity whose retail sales figures are consistent with the East Side Data. In the event the expected sales figures are not consistent with the East Side Data, Landlord shall have the right to lease the premises to such retail sales tax producing tenant and, through additional lease payments or payments directly from Landlord, shall

**MANAGER'S REPORT**

VILLAGE OF LA GRANGE  
Administrative Offices

**BOARD REPORT**

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

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

DATE: October 27, 2014

RE: **PENSION WORKSHOP**

---

**OVERVIEW**

In follow up to previous workshop discussions concerning the Village's two municipal pension funds (Police and Fire), we have scheduled a sixth Village Board workshop to be held during the regular scheduled meeting on Monday, October 27, 2014.

Village staff is seeking input and consensus direction from the Village Board as to an amount that the Village should contribute towards the individual 2014 police and fire pension fund tax levy line items within the Village's overall 2014 property tax levy. The overall property tax levy is scheduled to be reviewed on November 10, 2014 and formally adopted on December 8, 2014.

The independent actuary engaged by both of our pension funds, Todd Schroeder, EA, MAAA, the credentialed actuary on staff at Lauterbach & Amen will present the actuarial valuation reports which include the recommended employer contributions/tax levies for the pension funds.

**BACKGROUND**

The La Grange Police and Firefighters pension plans are single-employer, defined benefit plans. Benefits and employee/employer contributions are governed by Illinois Compiled Statutes (40 ILCS 5/1-4) and may be amended only by Illinois legislature. Although the pension funds are regulated by state statute, no state funding is received, nor is the state able to access or utilize the pension funds for state obligations.

Funding for the plan is received from three sources; 1) employee contributions, 2) employer contributions, and 3) investment earnings. State statutes require that police officers and firefighters (employees) contribute 9.91% and 9.45% of pay; respectively. Statutes also require that municipalities levy a tax (employer contribution) in a sum sufficient to meet the annual actuarial requirements of a pension fund and that the calculations of the tax levy be based upon an actuarial valuation as prepared by the state, or engagement of an independent actuary by the pension fund or municipality. It has been a long standing practice of the La Grange Police and Fire Pension Boards to hire an independent actuary and establish the various assumptions to be used in the actuarial valuations.

The Governmental Accounting Standards Board (GASB) requires that a pension fund complete a full actuarial valuation in alternating years with updates in off years. As a full valuation was completed last year, Mr. Schroeder, the pension fund's actuary, completed an update for the Fire Pension Fund, with a full valuation completed for the Police Pension Fund for the fiscal years ended April 30, 2014. A full valuation was performed for the Police Pension Fund rather than the scheduled update due to four retirements which occurred during the fiscal year.

Both the update and full valuation included the following actuarial assumptions previously approved by the Village Board, and Police and Fire Pensions Boards:

- 1) Entry Age Normal actuarial cost method
- 2) Funding level of 100%
- 3) 5-year smoothed market method of recognizing gains and losses
- 4) Interest rate assumption of 7%, and
- 5) Lauterbach & Amen 2012 mortality table.

Several years ago, the State adopted pension reform legislation which included the calculation of a new minimum or "floor" calculation, as well as a new tier of benefits for police officers and firefighters hired after January 1, 2011. Because the actuarial assumptions included in the update/valuation generally meet or exceed the statutory requirements for calculating the minimum or "floor" employer contribution, it is anticipated that the annual required contribution calculated by Mr. Schroeder will annually exceed the "floor" contribution.

However, the calculation of the "floor" contribution is important as the pension reform legislation also included a provision for pension funds to request that state-shared revenues be diverted to the pension funds if a municipality fails to transmit the required "floor" contribution. The statute includes a three year phase-in provision with 1/3 of state-shared revenues diverted in 2016, 2/3 in 2017, and the full difference in the contribution beginning in 2018.

#### ACTUARIAL VALUATION – 2014 LEVY

Attached for your review is a summary of the 2014 actuarial valuation and update results for the Police and Fire Pension funds (Exhibit 1), including investment performance, funded status and tax levy requirements (recommended and floor). Also attached for your review are the draft copies of the complete Police Pension Fund actuarial valuation report and Fire Pension Fund actuarial update report (Exhibits 2 & 3).

As noted earlier, both pension funds were scheduled for actuarial updates which include actual investment returns and actuarial projections for wages and participant experience; however, a full valuation was performed for the Police Pension Fund due to four retirements which occurred during the fiscal year, which was anticipated to have a significant impact on the employer contribution requirement.

The Police Pension Fund retirement assumption projects that approximately one police officer will retire each year. When the actual number of retirees exceeds the assumed rate, the anticipated result is a significant increase in the annual contribution. However, due to the pension reform legislation which created a second tier of benefits, effective with new hires after, January 1, 2011, the increase in the contribution was not as significant as originally anticipated. The impact of the retirement of four police officers resulted in an increase in the Police Pension Fund annual contribution of \$14,800.

In addition, two specific changes in actuarial assumptions were discussed during the presentation of the valuation and update to the Police and Fire Pension Boards. First, as detailed in the report, the employer contribution is expected to increase at the rate of expected pay increases, pursuant to funding polices. Upon reviewing the projected salary increases with Mr. Schroeder it was noted that the annual increases for police officers and firefighters through the first six years of employment were not accurately reflected in the assumptions, and were adjusted pursuant to the police officer's and firefighter's union contracts. The correction of this salary assumption resulted in an increase in the combined annual contributions of \$32,300.

Secondly, the annual contribution for the Police Pension Fund was impacted by a change in mortality assumptions. Based upon changes in the female population of the Police Department workforce, the rates in the Lauterbach & Amen 2012 mortality table were adjusted to reflect an increased percentage of female to male participants. The change in mortality table rates resulted in an increase of \$21,900 in the annual contribution to the Police Pension Fund.

Noting that current effective pension fund management is a long term strategy, all other actuarial assumptions remain reasonable, and with no other new information to the contrary, no other actuarial methods or assumptions were modified/changed.

However, the annual contributions were also impacted by several other factors, including investment earnings. Although the actual investment returns of 9.3% and 9.5%, were above the actuarial assumption rate of 7.0 %, the actuarial investment returns, which are calculated utilizing the 5-year smoothed market method of recognizing gains and losses, was less than expected, resulting in an increase of \$11,800 in the combined annual contributions.

The 5-year smoothed market method of recognizing gains and losses is utilized to reduce volatility in annual pension contributions. This method recognizes 20% of gains or losses each year for five years. However, the pension fund only has 3 years' experience utilizing this method, with significant losses from 2012 offsetting modest gains from 2013 & 2014. Please note, although the funds had actual investment earnings of 1.5% in 2012, the funds expected a 7% return, resulting in an actuarial investment "loss" of 5.5%. The actual investment earnings of 7.5% in 2013 and 9.4% in 2014 resulted in actuarial "gains" of 0.4% and 2.3%; respectively.

The annual contribution also reflects the impact of a timing difference resulting from the time at which the tax levy is filed with the County to when property taxes are actually received. This will be an annual adjustment/increase in the contribution requirement as property taxes are received one year in arrears. However, the increase of \$25,300 in the 2014 combined annual contribution is material due to the

significant increase of \$450,000 from the 2012 pension levies to the 2013 pension levies resulting from the change in mortality tables implemented last year.

Finally, the annual contributions for both the police and fire pension funds also reflect a decrease of \$23,600 based upon actual salaries being less than the actuarial projections for the Police Pension Fund, and stagnant demographic changes in the Fire Pension Fund as a result of the update.

For comparative purposes, Mr. Schroeder reported that for police and fire pension funds which engage Lauterbach & Amen for actuarial services, of approximately the same size (10+ million in assets), the average funded status as of April 30, 2014 is approximately 55%-60%; and the average investment return for FY 2013-14 was between 7%-10%.

Although a significant percentage of the total Village tax levy is currently dedicated to pension funding, as long as the Village remains committed to annually fund required contributions (tax levies) as determined by independent actuarial valuations, the Police and Fire Pension Funds will reach full funding requirements within the statutory timeframe (2040).

Both the Police and Fire Pension Boards have met and are requesting that the Village 2014 property tax levy filed with Cook County, include employer contributions based upon the independent actuarial valuation in the amounts of \$1,149,050 and \$1,097,454; respectively.

### STAFF RECOMMENDATIONS

Based on the information above, including taking into consideration the professional guidance provided by Mr. Schroeder, and support from the Police and Fire pension fund boards, staff recommends the following:

1. That the Village Board continues to fund the pension levies at a level which utilizes: a) the Entry Age Normal actuarial cost method; b) a funding target level of 100; c) 5-year smoothed market method of recognizing gains and losses; d) an interest rate assumption of 7.0%; and e) the Lauterbach & Amen 2012 mortality table, adjusted for male and female police officers.
2. By funding the pension levies at a level utilizing the assumptions described above, we recommend that the Village Board fund a combined levy of \$2,246,504, which is an increase of \$72,476 or 3.3% from the pension fund levies currently budgeted in FY 2015-16.

Although the recommended FY 2015-16 pension funding requirement places additional pressure on the General Fund operating budget, as noted in the 1<sup>st</sup> quarter financial report there is a good possibility that several operating revenues may exceed budget projections. In addition, several retirements/resignations have occurred which are not reflected in the current budget document, which reduce personnel expenditures resulting from new hires at starting salaries.

In summary, it is anticipated that the potential revenue growth coupled with decreased personnel expenditures and conservative budget assumptions, will in the aggregate be very close in offsetting the increased pension costs described above as long as the Village continues cost containment efforts and exercises fiscal discipline.

Based on this preliminary review, we recommend that the Village Board levy the full amount of the combined pension levy requested by our pension boards to ensure full funding of our pension obligations and to reach full funded status by 2040.

Village of La Grange - Police and Fire Pension Funds  
Summary of Actuarial Valuation Results - May 1, 2014

Exhibit 1

		<u>Police Pension</u>	<u>Fire Pension</u>	
Investment Returns		9.30%	9.50%	
Average Lauterbach & Amen pension fund returns	7.0% - 10.0%			Average Investment Return
Average Police/Fire Fund benchmark	- 7.9% *			<u>Return</u>
Percent Funded	2014	52.7%	40.5%	9.4%
	2013	53.8%	40.8%	7.5%
	2012	n/a	n/a	1.5%
	2011	58.4%	46.4%	17.4%
	2010	60.2%	48.0%	10.8%

Notes

- Average Lauterbach & Amen (LA) police and fire pension percent funded status 55%-60%
- Percent funded status 2013 reflects a change in mortality tables.
- Information for 2012 is not available as actuarial valuations were not performed.
- Percent funded status in 2011 reflects a change in interest rate assumption.

<u>RECOMMENDED</u>	<u>Police Pension</u>	<u>Fire Pension</u>	<u>Total</u>
<b>2014 ARC (Tax Levies) - RECOMMENDED** utilizing Entry Age Normal, 100% funding; 5-year smoothed market method; and LA 2012 mortality table</b>	\$1,149,050	\$1,097,454	\$2,246,504
<b>FY 2015-16 Budget Pension Levies</b>	\$1,092,104	\$1,081,924	\$2,174,028
Dollar Increase/(Decrease) from 2014-15 Budget	\$56,946	\$15,530	\$72,476
Percentage Increase/(Decrease)	5.2%	1.4%	3.3%

FLOOR

<b>2014 Minimum Required Contribution - FLOOR** utilizing Projected Unit Credit, 90% funding; 5-year smoothed market method; and LA 2012 mortality table</b>	\$926,996	\$897,317	\$1,824,313
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The floor contribution is not recommended as 90% funding is not in compliance with GAAP, and defers pension costs to the future. The use of the Entry Age Normal actuarial cost method is utilized as it is designed to produce more stable employer contributions in amounts that increase at the same rate as the employer's payroll

\* The Pension fund benchmark is a blended ratio of several indexes based upon the investment allocation of the pension funds portfolio, including; S&P 500, Barclay Int Gov/Credit, MSCI XUS, MSCI Emg Mkt, and Citi Group 3 month T-Bill. Please note the pension funds may not exceed the benchmark return on an annual basis as this would involve additional investment risk. The pension funds maintain a conservative growth strategy with capital appreciation as the primary objective. The funds' seek maximum growth consistent with a relatively modest degree of risk. The funds are also willing to accept lower potential returns for lower risk.

\*\* 2014 ARC (tax levies) to be received in FY 2015-16

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EXHIBIT 2

Lauterbach & Amen, LLP  
27W457 Warrenville Road  
Warrenville, IL 60555-3902

Actuarial Valuation  
as of May 1, 2014

LA GRANGE POLICE  
PENSION FUND

Utilizing Data as of April 30, 2014  
For the Contribution Year May 1, 2014 to April 30, 2015

*LAUTERBACH & AMEN, LLP*

6-A-6

Actuarial Valuation  
as of May 1, 2014

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LA GRANGE POLICE  
PENSION FUND

Utilizing Data as of April 30, 2014  
For the Contribution Year May 1, 2014 to April 30, 2015

---

**Submitted by:**

Lauterbach & Amen, LLP  
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Warrenville, IL 60555-3902  
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630.393.2516 Fax  
[www.lauterbachamen.com](http://www.lauterbachamen.com)

**Contact:**

Todd A. Schroeder, EA, MAAA

October 20, 2014

6-A.7

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## INTRODUCTION

DRAFT

## Statement of Actuarial Opinion

This report documents the results of the Actuarial valuation of the La Grange Police Pension Fund. The purpose is to report the actuarial contribution requirement for the contribution year May 1, 2014 to April 30, 2015. Determinations for purposes other than meeting the employer's actuarial contribution requirements may be significantly different from the results herein.

The results in this report are based on information and data submitted by the La Grange Police Pension Fund including studies performed by prior actuaries. We did not prepare the actuarial valuations for the years prior to May 1, 2013. Those Valuations were prepared by other actuaries whose reports have been furnished to us, and our disclosures are based upon those reports. An audit of the information was not performed, but high-level reviews were performed for general reasonableness, as appropriate, based on the purpose of the valuation. The accuracy of the results is dependent upon the accuracy and completeness of the underlying information. The results of the actuarial valuation and these supplemental disclosures rely on the information provided.

The valuation results summarized in this report involve actuarial calculations that require assumptions about future events. The La Grange Police Pension Fund selected certain assumptions, while others were the result of guidance and/or judgment. We believe that the assumptions used in this valuation are reasonable and appropriate for the purposes for which they have been used.

To the best of our knowledge, all calculations are in accordance with the applicable funding requirements, and the procedures followed and presentation of results conform to generally accepted actuarial principles and practices. The undersigned of Lauterbach & Amen, LLP, with actuarial credentials, meets the Qualification Standards of the American Academy of Actuaries to render this Actuarial Opinion. There is no relationship between the La Grange Police Pension Fund and Lauterbach & Amen, LLP that impairs our objectivity.

The information contained in this report was prepared for the use of the La Grange Police Pension Fund and the Village of La Grange in connection with our actuarial valuation. It is not intended or necessarily suitable for other purposes. It is intended to be used in its entirety to avoid misrepresentations.

Respectfully Submitted,  
LAUTERBACH & AMEN, LLP

Todd A. Schroeder, EA, MAAA



## SUMMARY OF ACTUARIAL VALUATION

### *Contribution Requirement*

	Prior Valuation	Current Valuation
Contribution Requirement	\$1,040,099	\$1,149,050
Expected Payroll	\$2,218,788	\$2,164,573
Contribution Requirement as a Percent of Expected Payroll	46.88%	53.08%

*Recommended  
Contribution  
has Increased  
\$108,951 from  
Prior Year.*

Recommended Contribution is based on the Funding Policy agreed upon by the Board.

### *Funded Status*

	Prior Valuation	Current Valuation
Normal Cost	\$483,329	\$509,710
Market Value of Assets	\$15,851,991	\$16,685,391
Actuarial Value of Assets	\$16,345,109	\$16,757,652
Actuarial Accrued Liability	\$30,364,396	\$31,785,507
Unfunded Actuarial Accrued Liability	\$14,019,287	\$15,027,855
Percent Funded		
Actuarial Value of Assets	53.83%	52.72%
Market Value of Assets	52.21%	52.49%

*Funded  
Percentage  
has Decreased  
by 1.11 on an  
Actuarial  
Value of  
Assets Basis.*



# COMMENTS AND ANALYSIS

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## Funding Policy

The Recommended contribution is based on the Funding Policy for the Plan. A Funding Policy has three key numerical components:

1. The Actuarial Cost Method: The Actuarial Cost Method budgets a contribution for each year of an employee's working career. Cash contributions are made according to the budget ("Normal Cost" contributions). In addition the Actuarial Cost Method can measure how well the funding is progressing compared to the budgeted contributions.
2. Amortization Policy: When Plan funding is not where expected (according to budget), procedures are put into place to pay down any shortfall. This leads to a second piece of the cash contribution (the "Amortization Payment").
3. Actuarial Value of Assets: Fluctuations in the plans assets due to short-term gains and losses may be smoothed over some period of time to minimize long-term contribution volatility.

## Actuarial Cost Method

The Actuarial Cost Method under the Funding Policy is the Entry Age Normal (EAN) Cost Method (as a percent of payroll). The EAN method creates budgeted contributions that are expected to be stable as a percent of payroll over time, creating equity over generations of taxpayers.

## Amortization Policy

The Funding Policy amortizes the current unfunded liability with a target of 100% funding by 2040.

## Actuarial Value of Assets

The actuarial value of assets under the funding policy is equal to the fair market value of assets, with unexpected gains and losses smoothed over 5 years. Only gains and losses that occurred in fiscal years subsequent to March 30, 2011 are being smoothed.

The net impact is that the actuarial value of assets is approximately the same as the market value of assets.



## COMMENTS AND ANALYSIS - CONTINUED

### Actuarial Liability/Contribution Requirement Changes

Actuarial liability is expected to increase each year for both interest for the year and as active employees earn additional service years towards retirement. Similarly actuarial liability is expected to decrease when the fund pays benefits to inactive employees. Other increases or decreases in actuarial liability (key changes noted below) will increase or decrease the amount of unfunded liability in the plan. To the extent unfunded liability increases or decreases unexpectedly, the contribution towards unfunded liability will also change unexpectedly.

Contributions are expected to increase at the rate of expected pay increases under the funding policy for the Fund.

	Actuarial Liability	Contribution Requirement
Prior Valuation	\$ 30,364,396	\$ 1,040,099
Expected Changes	1,002,033	46,804
Initial Expected Current Valuation	31,366,429	1,086,903
Salary Increase Less than Expected	(236,721)	(17,622)
Demographic Changes	315,818	14,877
Assumption Changes	339,981	44,667
Asset Return Less than Expected*	-	7,438
Contributions Less than Expected	-	12,786
Current Valuation	\$ 31,785,507	\$ 1,149,050

\*The increase in contribution due to asset performance is based on the Actuarial Value of Assets. Village levied full request in the December levy but will not be received until FY 2015 and will not be included in the Audited assets used in this valuation.

The assumption for plan mortality was changed from the prior valuation. The rates were changed to rates based on the Lauterbach & Amen, LLP 2012 study for police pensions, with adjustment for male and female participants. The salary scale assumption was also updated from the prior valuation.

The impact of four officers retiring during the year and the normal cost of four new Tier 2 employees resulted in the increase in contribution for demographic changes.



ASSETS

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## MARKET VALUE OF ASSETS

### *Market Value of Assets*

---

	Prior Valuation	Current Valuation
Money Market Mutual Funds	\$ 334,848	\$ 338,620
Fixed Income	3,696,705	4,017,753
Insurance Contracts	7,827,378	7,378,133
Stock Equities	4,064,728	4,920,240
Receivables (Net of Payables)	(71,668)	30,645
Net Assets Available for Pensions	<u>\$ 15,851,991</u>	<u>\$ 16,685,391</u>

*The Total Value of Assets has Increased \$833,400 from the Prior Valuation.*

### *Change in Market Value of Assets*

---

Total Market Value - Prior Valuation	\$ 15,851,991
Plus - Employer Contributions	813,703
Plus - Employee Contributions	211,426
Plus - Return on Investments	1,455,363
Less - Benefit and Related Payments	(1,634,674)
Less - Other Expenses	<u>(12,418)</u>
Total Market Value - Current Valuation	<u>\$ 16,685,391</u>

*The Return on Investment on the Market Value of Assets for the Fund was Approximately 9.3% Net of Administrative Expenses.*



## ACTUARIAL VALUE OF ASSETS

### ***Current Year Loss/(Gain) Assets***

Total Market Value - Prior Valuation	\$ 15,851,991
Contributions	1,025,129
Benefit Payments	(1,634,674)
Expected Return on Investments	<u>1,124,185</u>
Expected Total Market Value - Current Valuation	16,366,631
Actual Total Market Value - Current Valuation	<u>16,685,391</u>
Current Market Value Loss/(Gain)	<u>\$ (318,760)</u>
Expected Return on Investments	\$ 1,124,185
Actual Return on Investments (Net of Expenses)	<u>1,442,945</u>
Current Market Value Loss/(Gain)	<u>\$ (318,760)</u>

*The Current Year Loss/Gain is the Difference in Earnings Between the Actuarial Assumed Rate of Return on Investments and the Actual Investment Returns.*

### ***Development of the Actuarial Value of Assets***

Total Market Value - Current Valuation	\$ 16,685,391
Adjustment for Prior Losses/(Gains)	
<u>Full Amount</u>	
First Proceeding Year	\$ (318,760) (255,008)
Second Proceeding Year	(22,147) (13,288)
Third Proceeding Year	851,392 340,557
Fourth Proceeding Year	- -
Total Deferred Loss/(Gain)	<u>72,261</u>
Initial Actuarial Value of Assets - Current Valuation	16,757,652
Less Contributions for the Current Year and Interest	-
Less Adjustment for the Corridor	<u>-</u>
Actuarial Value of Assets - Current Valuation	<u>\$ 16,757,652</u>

*The Actuarial Value of Assets is Equal to the Fair Market Value of Assets with Unanticipated Gains/Losses Recognized over 5 Years. The Actuarial Value of Assets is Currently 100% of the Market Value.*



**RECOMMENDED CONTRIBUTION DETERMINATION**

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## ACTUARIAL ACCRUED LIABILITY AND FUNDED STATUS

### *Actuarial Accrued Liability*

	Prior Valuation	Current Valuation
Active Employees	\$ 12,563,854	\$ 10,111,999
Inactive Employees		
Terminated Employees - Vested	-	-
Retired Employees	15,664,042	19,499,990
Disabled Employees	375,052	379,818
Other Beneficiaries	1,761,448	1,793,700
Total Inactive Employees	17,800,542	21,673,508
Total Actuarial Accrued Liability	\$ 30,364,396	\$ 31,785,507

*Total Actuarial  
Accrued Liability has  
Increased \$1,421,111  
from the Prior  
Valuation (See Table  
on Page 4).*

### *Funded Status*

	Prior Valuation	Current Valuation
Total Actuarial Accrued Liability	\$ 30,364,396	\$ 31,785,507
Total Actuarial Value of Assets	16,345,109	16,757,652
Unfunded Actuarial Accrued Liability	\$ 14,019,287	\$ 15,027,855
Total Market Value of Assets	\$ 15,851,991	\$ 16,685,391
Percent Funded		
Actuarial Value of Assets	<u>53.83%</u>	<u>52.72%</u>
Market Value of Assets	<u>52.21%</u>	<u>52.49%</u>

*The Current  
Funding Policy is  
for the Pension  
Fund to be 100%  
Funded on an  
Actuarial Basis  
(Entry Age Normal  
Cost Method) by  
the Year 2040.*



## NORMAL COST AND CONTRIBUTION REQUIREMENT

### *Development of the Normal Cost*

	Prior Valuation	Current Valuation
Total Normal Cost	\$ 483,329	\$ 509,710
Estimated Employee Contributions	(219,882)	(214,509)
Employer Normal Cost	\$ 263,447	\$ 295,201

*At a 100% Funding Level, the Normal Cost Contribution is Still Required.*

### *Normal Cost as a Percentage of Expected Payroll*

	Prior Valuation	Current Valuation
Expected Payroll	\$ 2,218,788	\$ 2,164,573
Employee Normal Cost Rate	<u>9.91%</u>	<u>9.91%</u>
Employer Normal Cost Rate	<u>11.87%</u>	<u>13.51%</u>
Total Normal Cost Rate	<u>21.78%</u>	<u>23.42%</u>

*Ideally the Employer Normal Cost Rate will Remain Stable.*

### *Contribution Requirement*

	Prior Valuation	Current Valuation
Employer Normal Cost*	\$ 297,280	\$ 330,881
Amortization of Unfunded Accrued Liability/(Surplus)	742,819	818,169
Funding Requirement	\$ 1,040,099	\$ 1,149,050

*The Recommended Contribution has Increased 10.5% from the Prior Valuation (See Table on Page 4).*

\*Employer Normal Cost Contribution includes interest through the end of the year.



# ACTUARIAL METHOD AND ASSUMPTIONS

## *Actuarial Method and Assumptions Utilized*

---

Actuarial Valuation Date	May 1, 2014
Actuarial Cost Method	Entry Age Normal (Level % Pay)
Amortization Method	Level % Pay (Closed)
Amortization Target	100% Funded in year 2040
Asset Valuation Method	5-Year Smoothed Market Value
Actuarial Assumptions	
Investment Rate of Return	7.00%
Projected Salary Increases	4.00% - 10.10%
Aggregate Payroll Increases	4.50%
Inflation Rate Included	3.00%

*A Summary of the Key Actuarial Assumptions and Funding Policy Decisions used in the Determination of the Recommended Contribution are Shown. More Detail is Available Later.*

Actuarial assumptions are based upon per year compounded annually.

Pay is assumed to increase on a service-based scale of rates. 10.10% increases are assumed in the first 6 years to estimate the effect of steps. 5.00% increases in years 7 through 26 and 4.00% increases at 27 years of service and beyond are assumed for inflation and merit increases.

The contribution and benefit values of the Pension Fund are calculated by applying actuarial assumptions to the benefit provisions and census information furnished, using the actuarial cost methods described. The actuarial cost and amortization method allocates the projected obligations of the plan over the working lifetimes of the plan participants.

Details behind the selection of the actuarial assumptions can be found in the assumption document provided to the client. The client has reviewed and approved the assumptions as a reasonable expectation of the future anticipated experience under the plan.

The change in mortality rates increased the contribution by \$21,928. The change in salary scale increased the contribution by \$2,739.



**STATUTORY MINIMUM CONTRIBUTION**

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# STATUTORY MINIMUM CONTRIBUTION

## *Contribution Requirement*

---

	<u>Minimum Contribution</u>
Contribution Requirement	\$926,996
Expected Payroll	\$2,164,573
Contribution Requirement as a Percent of Expected Payroll	42.83%

*The Statutory  
Minimum  
Contribution is Based  
on Funding Methods  
and Funding  
Parameters That Were  
Incorporated Into the  
Illinois Statutes for  
Pension Funding  
Effective January 1,  
2011.*

The Statutory Minimum Contribution is based on funding methods and funding parameters in the Illinois statutes for pension funding. The resulting contribution is lower than the recommended contribution for the current plan year. The lower contribution amount is not recommended because it represents a deferral of contributions when compared to the recommended contribution method.

The recommended contribution method is intended to allocate pension contributions in a manner that provides for increases that are manageable going forward. When contributions are lowered in current years, the resulting contributions in future years can increase more rapidly, with the risk of becoming unmanageable. The Securities and Exchange Commission in 2013 used the phrase "Statutory Underfunding" to describe situations where contributions appear to be more manageable in the short-term, but set up future contribution requirements that are less likely to be manageable.



# ACTUARIAL METHOD AND ASSUMPTIONS – STATUTORY MINIMUM

## *Actuarial Method and Assumptions Utilized*

---

Actuarial Valuation Date	May 1, 2014
Actuarial Cost Method	Projected Unit Credit (Level % of Pay)
Amortization Method	Level % Pay (Closed)
Remaining Amortization Period	90% Funded in year 2040
Asset Valuation Method	5-Year Smoothed Market Value
Actuarial Assumptions	
Investment Rate of Return	7.00%
Projected Salary Increases	4.00% - 10.10%
Aggregate Payroll Increases	4.50%
Inflation Rate Included	3.00%

*The Statutory Minimum Contribution has Been Determined Using the Same Actuarial Assumptions as the Recommended Contribution.*

Actuarial assumptions are based upon per year compounded annually.

Pay is assumed to increase on a service-based scale of rates. 10.10% increases are assumed in the first 6 years to estimate the effect of steps, 5.00% increases in years 7 through 26 and 4.00% increases at 27 years of service and beyond are assumed for inflation and merit increases.

The contribution and benefit values of the Pension Fund are calculated by applying actuarial assumptions to the benefit provisions and census information furnished, using the actuarial cost methods described. The actuarial cost and amortization method allocates the projected obligations of the plan over the working lifetimes of the plan participants.

Details behind the selection of the actuarial assumptions can be found in the assumption document provided to the client. The client has reviewed and approved the assumptions as a reasonable expectation of the future anticipated experience under the plan.



**VALUATION DATA AND PROCEDURES**

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## SUMMARY OF PLAN PARTICIPANTS

### *Active Employees*

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	Prior Valuation	Current Valuation
Vested	22	18
Nonvested	4	8
Total Active Employees	26	26
Total Payroll	\$ 2,169,964	\$ 2,116,942

### *Inactive Employees*

---

	Prior Valuation	Current Valuation
Terminated Employees - Vested	0	0
Retired Employees	22	26
Disabled Employees	1	1
Other Beneficiaries	10	10
Total Inactive Employees	33	37

### *Inactive Employees – Summary of Monthly Benefits*

---

	Prior Valuation	Current Valuation
Terminated Employees - Vested	\$ -	\$ -
Retired Employees	102,116	125,268
Disabled Employees	1,637	1,637
Other Beneficiaries	22,124	22,124
Total Inactive Employees	\$ 125,878	\$ 149,029

Benefits shown for terminated employees under deferred retirement are not currently in pay status.



# ACTUARIAL METHODS AND ASSUMPTIONS

## *Nature of Actuarial Calculations*

---

The results documented in this report are estimates based on data that may be imperfect and on assumptions about future events. Certain plan provisions may be approximated or deemed immaterial, and, therefore, are not valued. Assumptions may be made about participant data or other factors. Reasonable efforts were made in this valuation to ensure that significant items in the context of the actuarial liabilities or costs are treated appropriately, and not excluded or included inappropriately.

Actual future experience will differ from the assumptions used in the calculations. As these differences arise, the expense for accounting purposes will be adjusted in future valuations to reflect such actual experience.

A range of results different from those presented in this report could be considered reasonable. The numbers are not rounded, but this is for convenience only and should not imply precision which is not inherent in actuarial calculations.

## *Actuarial Cost Methods*

---

The actuarial cost method allocates the projected obligations of the plan over the working lifetimes of the plan participants.

In accordance with the Pension Fund's Funding Policy the actuarial cost method for the recommended contribution basis is Entry Age Normal (Level Percent of Pay). The Entry Age Normal Cost Method is a method under which the actuarial present value of the projected benefits of each individual included in an actuarial valuation is allocated on a level basis over the earnings or service of the individual between entry age and assumed exit age. The portion of this actuarial present value allocated to a valuation year is called normal cost. The portion of the actuarial present value not provided at a valuation date by the actuarial present value of future normal costs is called the actuarial liability.



## ACTUARIAL METHODS AND ASSUMPTIONS - CONTINUED

### *Financing of Unfunded Actuarial Accrued Liabilities*

---

The Unfunded Actuarial Accrued Liability may be amortized over a period either in level dollar amounts or as a level percentage of projected payroll.

In accordance with the Pension Fund's Funding Policy for the recommended contribution the unfunded actuarial accrued liabilities are amortized by level percent of payroll contributions to 100% funding target over the remaining 26 future years including the municipality's fiscal year 2040.

### *Asset Valuation Method*

---

The Actuarial Value of Assets is equal to the Market value of assets with unanticipated gains/losses recognized over five years (beginning with gains/losses in 2011).

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## ACTUARIAL METHODS AND ASSUMPTIONS - CONTINUED

### *Actuarial Assumptions in the Valuation Process*

---

The contribution and benefit values of the Pension Fund are calculated by applying actuarial assumptions to the benefit provisions and census information furnished, using the actuarial cost methods described in the previous section.

The principal areas of financial risk which require assumptions about future experience are:

- Long-term Rates of Investment Return
- Patterns of Pay Increases for Members
- Rates of Mortality Among Members and Beneficiaries
- Rates of Withdrawal of Active Members
- Rates of Disability Among Members
- Age Patterns of Actual Retirement

Actual experience of the Pension Fund will not coincide exactly with assumed experience. Each valuation provides a complete recalculation of assumed future experience and takes into account all past differences between assumed and actual experience. The result is a continual series of adjustments to the computed contribution requirement.

From time to time it becomes appropriate to modify one or more of the assumptions, to reflect experience trends (but not random year-to-year fluctuations).

### *Actuarial Assumptions Utilized*

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<b>Investment Return</b>	Are Described in the Prior Sections of this Report
<b>Salary Increases</b>	Are Described in the Prior Sections of this Report
<b>Inflation Rate Included</b>	Are Described in the Prior Sections of this Report
<b>Cost-of-Living Adjustments</b>	Are Described in the Prior Sections of this Report



## ACTUARIAL METHODS AND ASSUMPTIONS - CONTINUED

### *Actuarial Assumptions Utilized - Continued*

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**Retirement Rates**

100% of the L&A Assumption Study for Police 2012 Cap Age 65.  
Sample Rates as Follows:

Age	Rate	Age	Rate
50	0.170	53	0.170
51	0.170	54	0.220
52	0.170	55	0.220

**Withdrawal Rates**

100% of the L&A Assumption Study for Police 2012. Sample Rates as Follows:

Age	Rate	Age	Rate
25	0.064	40	0.019
30	0.047	45	0.012
35	0.031	50	0.000

**Disability Rates**

100% of the L&A Assumption Study for Police 2012. Sample Rates as Follows:

Age	Rate	Age	Rate
25	0.001	40	0.005
30	0.002	45	0.006
35	0.004	50	0.007

**Mortality Rates**

L&A Assumption Study for Police 2012. Sample Rates as Follows(Male):

Age	Rate	Age	Rate
25	0.000	40	0.001
30	0.000	45	0.002
35	0.001	50	0.003

**Married Participants**

80% of Active Participants are Assumed to be Married. Spouses are Assumed to be the same age.



## SUMMARY OF PRINCIPAL PLAN PROVISIONS

### *Establishment of the Fund*

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The Police Pension Fund is established and administered as prescribed by “Article 3. Police Pension Fund – Municipalities 500,000 and Under” of the Illinois Pension Code.

### *Administration*

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The Police Pension Fund is administered by a Board of Trustees located in each municipality maintaining a pension fund for its police officers. Its duties are to control and manage the pension fund, to hear and determine applications for pensions, to authorize payment of pensions, to establish rules, to pay expenses, to invest funds, and to keep records.

### *Employee Contributions*

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Employees contribute 9.910% of salary.

### *Normal Retirement Pension Benefit*

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#### Hired Prior to January 1, 2011

*Eligibility:* Age 50 with at least 20 years of creditable service and no longer a police officer.

*Benefit:* 50% of final salary is payable commencing at retirement for 20 years of service. An additional 2.5% of final salary is added for each additional year of service in excess of 20 years of service (not to exceed 75% of final salary). “Final salary” is the salary attached to rank held on the last day of services or for 1 year prior to the last day, whichever is greater.

*Annual Increase in Benefit:* An officer will receive an initial increase of 1/12 of 3% for each month that has elapsed since retirement. The initial increase date will be the later of the first day of the month following the attainment of age 55, or the first anniversary of the date of retirement. Subsequent increases of 3% of the current pension amount (including prior increases) will be provided in each January thereafter.



## SUMMARY OF PRINCIPAL PLAN PROVISIONS - CONTINUED

### ***Normal Retirement Pension Benefit - Continued***

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#### Hired on or After January 1, 2011

*Eligibility:* Age 55 with at least 10 years of creditable service and no longer a police officer.

*Benefit:* 2.5% of final average salary for each year of service is payable at retirement (not to exceed 75% of final average salary). "Final average salary" is determined by dividing the highest total salary over 96 consecutive months of service in the last 120 months of service by the total number of months of service in the period. Annual salary for this purpose will not exceed \$106,800, indexed by the lesser of 3% or ½ of the CPI-U for the 12 months ending with the September preceding each November 1. The salary cap will not decrease.

*Annual Increase in Benefit:* The initial increase date will be the January 1<sup>st</sup> following the later of the attainment of age 60, or the first anniversary of the date of retirement. Subsequent increases will occur on each subsequent January 1<sup>st</sup>. The first increase and subsequent increases will be the lesser of 3% of the original benefit or ½ of the CPI-U for the 12 months ending with the September preceding each November 1, applied to the original benefit.

### ***Early Retirement Pension Benefit***

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#### Hired Prior to January 1, 2011

None

#### Hired on or After January 1, 2011

*Eligibility:* Age 50 with at least 10 years of creditable service and no longer a police officer.

*Benefit:* The normal retirement pension benefit reduced by ½ of 1% for each month that the police officer's age is under age 55.

*Annual Increase in Benefit:* The initial increase date will be the January 1<sup>st</sup> following the later of the attainment of age 60, or the first anniversary of the date of retirement. Subsequent increases will occur on each subsequent January 1<sup>st</sup>. The first increase and subsequent increases will be the lesser of 3% of the original benefit or ½ of the CPI-U for the 12 months ending with the September preceding each November 1, applied to the original benefit.



## SUMMARY OF PRINCIPAL PLAN PROVISIONS - CONTINUED

### *Pension to Survivors*

---

#### Hired Prior to January 1, 2011

##### Death - Line of Duty

Surviving spouse is entitled to 100% of the salary attached to the rank of the police officer on the last day of service, payable immediately.

##### Death - Non-Duty

*Current Pensioners (Including Disabled Pensioners):* Surviving spouse to receive continuation of the pension.

*Active Employee with 20+ Years of Service:* Surviving spouse is entitled to the full pension earned by the police officer at the time of death.

*Active Employee with 10-20 Years of service:* Surviving spouse is entitled to 50% of the salary attached to the rank of the police officer on the last day of service, payable immediately

*Annual Increase in Benefit:* None.

#### Hired on or After January 1, 2011

##### Death - Line of Duty

Surviving spouse is entitled to 100% of the salary attached to the rank of the police officer on the last day of service, payable immediately.

##### Death - Non-Duty

*Current Pensioners (Including Disabled Pensioners), Active Employee with 20+ Years of Service, and Active Employee with 10-20 Years of service:* Surviving spouse to receive 66  $\frac{2}{3}$ % of the police officer's earned pension at the date of death.

*Annual Increase in Benefit:* The initial increase date will be the January 1<sup>st</sup> after the attainment of age 60 by the recipient of the survivor's pension. Subsequent increases will occur on each subsequent January 1<sup>st</sup>. The first increase and subsequent increases will be the lesser of 3% of the original benefit or  $\frac{1}{2}$  of the CPI-U for the 12 months ending with the September preceding each November 1, applied to the original survivor's benefit amount.



## SUMMARY OF PRINCIPAL PLAN PROVISIONS - CONTINUED

### ***Termination Benefit***

---

#### Hired Prior to January 1, 2011

*Eligibility:* At least 8 years but less than 20 years of creditable service.

*Benefit:* 2.5% of final salary for each year of service is payable beginning at age 60. "Final salary" is based on the greater of salary during the last year of service prior to termination of employment or the pay rate for the police officer at termination of employment.

*Annual Increase in Benefit:* An officer will receive an initial increase of 3% on the first anniversary of the date of start of payments. Subsequent increases of 3% of the current pension amount will be provided in each January thereafter.

#### Hired on or After January 1, 2011

*Eligibility:* At least 10 years but less than 20 years of creditable service.

*Benefit:* 2.5% of final salary for each year of service is payable beginning at age 60. "Final salary" is based on the greater of salary during the last year of service prior to termination of employment or the pay rate for the police officer at termination of employment. Annual salary for this purpose will not exceed \$106,800, indexed by the lesser of 3% or ½ of the CPI-U for the 12 months ending with the September preceding each November 1. The salary cap will not decrease.

*Annual Increase in Benefit:* The initial increase date will be the January 1<sup>st</sup> following the first payment. Subsequent increases will occur on each subsequent January 1<sup>st</sup>. The first increase and subsequent increases will be the lesser of 3% of the original benefit or ½ of the CPI-U for the 12 mos. ending with the September preceding each November 1, applied to the original benefit amount.

### ***Disability Benefit***

---

#### Hired Prior to January 1, 2011

*Eligibility:* Disability (duty or non-duty).

*Benefit:* A police officer who becomes disabled on duty is entitled to receive a pension equal to the greater of 65% of final salary or the pension they would have been entitled to upon retirement at the time of disability. For a non-duty disability, the police officer is entitled to 50% of final salary. "Final salary" is based on the pay rate for the police officer on the last day of service.

*Annual Increase in Benefit:* The initial increase date will be the January 1<sup>st</sup> following the attainment of age 60. Subsequent increases will occur on each subsequent January 1<sup>st</sup>. The first increase is 3% of the original benefit for each full year that has passed since the pension began. Subsequent increases will be the 3% of the original pension benefit amount.



## SUMMARY OF PRINCIPAL PLAN PROVISIONS - CONTINUED

### *Disability Benefit - Continued*

---

Hired on or after January 1, 2011

*Eligibility:* Disability (duty or non-duty).

*Benefit:* A police officer who becomes disabled on duty is entitled to receive a pension equal to the greater of 65% of final salary or the pension they would have been entitled to upon retirement at the time of disability. For a non-duty disability, the police officer is entitled to 50% of final salary. "Final salary" is based on the pay rate for the police officer on the last day of service.

*Annual Increase in Benefit:* The initial increase date will be the January 1<sup>st</sup> following the attainment of age 60. Subsequent increases will occur on each subsequent January 1<sup>st</sup>. The first increase and subsequent increases will be the lesser of 3% of the original benefit or ½ of the CPI-U for the 12 months ending with the September preceding each November 1, applied to the original benefit amount.

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**GLOSSARY OF TERMS**

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## GLOSSARY OF TERMS

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**Actuarial Accrued Liability** –The actuarial present value of future benefits based on employees’ service rendered to the measurement date using the selected actuarial cost method. It is that portion of the Actuarial Present Value of plan benefits and expenses allocated to prior years of employment. It is not provided for by future Normal Costs.

**Actuarial Cost Method** – The method used to allocate the projected obligations of the plan over the working lifetimes of the plan participants.

**Actuarial Value of Asset** – The value of the assets used in the determination of the Unfunded Actuarial Accrued Liability. The Actuarial Value of Assets is related to Market Value of Assets, with adjustments made to spread unanticipated gains and losses for a given year over a period of several years. Actuarial Value of Assets is generally equally likely to fall above or below the Market Value of Assets, and generally does not experience as much volatility over time as the Market Value of Assets.

**Asset Valuation Method** – A valuation method designed to smooth random fluctuations in asset values. The objective underlying the use of an asset valuation method is to provide for the long-term stability of employer contributions.

**Funding Policy** – A set of procedures for a Pension Fund that outlines the “best practices” for funding the pension benefits based on the goals of the plan sponsor. A Funding Policy discusses items such as assumptions, Actuarial Cost Method, assets, and other parameters that will best help the sponsor meet their goal of working in the best interest of the plan participant.

**Market Value of Assets** – The value of the cash, bonds, securities and other assets held in the pension trust as of the measurement date.

**Normal Cost** –The present value of future benefits earned by employees during the current fiscal year. It is that portion of the Actuarial Present Value of benefits and expenses which is allocated to a valuation year by the Actuarial Cost Method.

**Unfunded Actuarial Accrued Liability** – The excess of the Actuarial Accrued Liability over the Actuarial Value of Assets. The Unfunded Actuarial Accrued Liability is amortized over a period either in level dollar amounts or as a level percentage of projected payroll.



EXHIBIT 3

Lauterbach & Amen, LLP  
27W457 Warrenville Road  
Warrenville, IL 60555-3902

Actuarial Valuation  
as of May 1, 2014

LA GRANGE FIREFIGHTERS'  
PENSION FUND  
UPDATE VALUATION

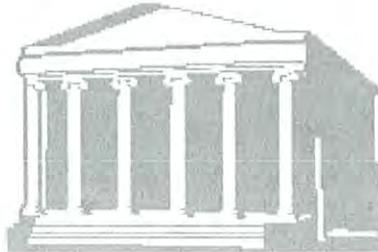
Utilizing Data as of April 30, 2013  
For the Contribution Year May 1, 2014 to April 30, 2015  
Utilizing Assets as of April 30, 2014

**LAUTERBACH & AMEN, LLP**

6-A.37

Actuarial Valuation  
as of May 1, 2014

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LA GRANGE FIREFIGHTERS'  
PENSION FUND  
UPDATE VALUATION

Utilizing Data as of April 30, 2013  
For the Contribution Year May 1, 2014 to April 30, 2015  
Utilizing Assets as of April 30, 2014

---

**Submitted by:**

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**Contact:**

Todd A. Schroeder, EA, MAAA

October 13, 2014

6-A.38

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## INTRODUCTION

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## Statement of Actuarial Opinion

This report documents the results of the Actuarial valuation of the La Grange Firefighters' Pension Fund. The purpose is to report the actuarial contribution requirement for the contribution year May 1, 2014 to April 30, 2015. Determinations for purposes other than meeting the employer's actuarial contribution requirements may be significantly different from the results herein.

The results in this report are based on information and data submitted by the La Grange Firefighters' Pension Fund including studies performed by prior actuaries. We did not prepare the actuarial valuations for the years prior to May 1, 2013. Those Valuations were prepared by other actuaries whose reports have been furnished to us, and our disclosures are based upon those reports. An audit of the information was not performed, but high-level reviews were performed for general reasonableness, as appropriate, based on the purpose of the valuation. The accuracy of the results is dependent upon the accuracy and completeness of the underlying information. The results of the actuarial valuation and these supplemental disclosures rely on the information provided.

The valuation results summarized in this report involve actuarial calculations that require assumptions about future events. The La Grange Firefighters' Pension Fund selected certain assumptions, while others were the result of guidance and/or judgment. We believe that the assumptions used in this valuation are reasonable and appropriate for the purposes for which they have been used.

To the best of our knowledge, all calculations are in accordance with the applicable funding requirements, and the procedures followed and presentation of results conform to generally accepted actuarial principles and practices. The undersigned of Lauterbach & Amen, LLP, with actuarial credentials, meets the Qualification Standards of the American Academy of Actuaries to render this Actuarial Opinion. There is no relationship between the La Grange Firefighters' Pension Fund and Lauterbach & Amen, LLP that impairs our objectivity.

The information contained in this report was prepared for the use of the La Grange Firefighters' Pension Fund and the Village of La Grange in connection with our actuarial valuation. It is not intended or necessarily suitable for other purposes. It is intended to be used in its entirety to avoid misrepresentations.

Respectfully Submitted,

LAUTERBACH & AMEN, LLP

Todd A. Schroeder, EA, MAAA



## SUMMARY OF ACTUARIAL VALUATION

### *Contribution Requirement*

	Prior Valuation	Current Valuation*
Contribution Requirement	\$1,030,404	\$1,097,454
Expected Payroll	\$1,557,504	\$1,641,704
Contribution Requirement as a Percent of Expected Payroll	66.16%	66.85%

*Recommended  
Contribution  
has Increased  
\$67,050 from  
Prior Year.*

Recommended Contribution is based on the Funding Policy agreed upon by the Board.

### *Funded Status*

	Prior Valuation	Current Valuation*
Normal Cost	\$415,428	\$435,468
Market Value of Assets	\$9,225,301	\$9,819,480
Actuarial Value of Assets	\$9,517,744	\$9,857,788
Actuarial Accrued Liability	\$23,354,689	\$24,308,082
Unfunded Actuarial Accrued Liability	\$13,836,945	\$14,450,294
Percent Funded		
Actuarial Value of Assets	40.75%	40.55%
Market Value of Assets	39.50%	40.40%

*Funded  
Percentage  
has Decreased  
by 0.20 on an  
Actuarial  
Value of Assets  
Basis.*

\*Update Valuation (see page 9 for details)



## COMMENTS AND ANALYSIS

---

### Funding Policy

The Recommended contribution is based on the Funding Policy for the Plan. A Funding Policy has three key numerical components:

1. **The Actuarial Cost Method:** The Actuarial Cost Method budgets a contribution for each year of an employee's working career. Cash contributions are made according to the budget ("Normal Cost" contributions). In addition the Actuarial Cost Method can measure how well the funding is progressing compared to the budgeted contributions.
2. **Amortization Policy:** When Plan funding is not where expected (according to budget), procedures are put into place to pay down any shortfall. This leads to a second piece of the cash contribution (the "Amortization Payment").
3. **Actuarial Value of Assets:** Fluctuations in the plans assets due to short-term gains and losses may be smoothed over some period of time to minimize long-term contribution volatility.

### Actuarial Cost Method

The Actuarial Cost Method under the Funding Policy is the Entry Age Normal (EAN) Cost Method (as a percent of payroll). The EAN method creates budgeted contributions that are expected to be stable as a percent of payroll over time, creating equity over generations of taxpayers.

### Amortization Policy

The Funding Policy amortizes the current unfunded liability with a target of 100% funding by 2040.

### Actuarial Value of Assets

The actuarial value of assets under the funding policy is equal to the fair market value of assets, with unexpected gains and losses smoothed over 5 years. Only gains and losses that occurred in fiscal years subsequent to March 30, 2011 are being smoothed.

The net impact is that the actuarial value of assets is approximately the same as the market value of assets.



## COMMENTS AND ANALYSIS - CONTINUED

### Actuarial Liability/Contribution Requirement Changes

Actuarial liability is expected to increase each year for both interest for the year and as active employees earn additional service years towards retirement. Similarly actuarial liability is expected to decrease when the fund pays benefits to inactive employees. Other increases or decreases in actuarial liability (key changes noted below) will increase or decrease the amount of unfunded liability in the plan. To the extent unfunded liability increases or decreases unexpectedly, the contribution towards unfunded liability will also change unexpectedly.

Contributions are expected to increase at the rate of expected pay increases under the funding policy for the Fund.

	Actuarial Liability	Contribution Requirement
Prior Valuation	\$ 23,354,689	\$ 1,030,404
Expected Changes	786,614	46,368
Initial Expected Current Valuation	24,141,304	1,076,772
Demographic Changes	142,827	(5,963)
Assumption Changes	23,951	9,652
Asset Return Less than Expected *	-	4,393
Contributions Less than Expected	-	12,600
Current Valuation	<u>\$ 24,308,082</u>	<u>\$ 1,097,454</u>

\*The increase in contribution due to asset performance is based on the Actuarial Value of Assets. The Village levied the full request in the December levy, but monies will not be received until FY 2015 and will not be included in the audited assets used in this valuation.

The salary scale assumption was updated from the prior valuation.

### Update Valuation

The current actuarial valuation has been performed as an update valuation. The population information remains unchanged from the prior year. We have assumed increases in all salaries per the actuarial assumptions, and increases in benefits anticipated due to State statute.

We have updated the assets to April 30, 2014, so the impact of investment performance and contribution history has been determined and included in this report. The impact on the contribution has been noted above.

There is a small amount of demographic actuarial experience due to the fact that we would not have expected in the prior year that the population would remain stagnant.



ASSETS

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## MARKET VALUE OF ASSETS

### *Market Value of Assets*

---

	Prior Valuation	Current Valuation
Cash and Cash Equivalents	\$ 216,986	\$ 238,819
Fixed Income	1,292,265	1,871,484
Insurance Contracts	5,390,253	3,859,365
Stock Equities	2,402,672	3,837,262
Receivables (Net of Payables)	(76,875)	12,550
Net Assets Available for Pensions	\$ 9,225,301	\$ 9,819,480

*The Total Value of  
Assets has  
Increased  
\$594,179 from the  
Prior Valuation.*

### *Change in Market Value of Assets*

---

Total Market Value - Prior Valuation	\$ 9,225,301
Plus - Employer Contributions	792,782
Plus - Employee Contributions	153,448
Plus - Return on Investments	875,559
Less - Benefit and Related Payments	(1,215,439)
Less - Other Expenses	(12,171)
Total Market Value - Current Valuation	\$ 9,819,480

*The Return on  
Investment on the  
Market Value of  
Assets for the Fund  
was Approximately  
9.5% Net of  
Administrative  
Expenses.*



## ACTUARIAL VALUE OF ASSETS

### *Current Year Loss/(Gain) Assets*

Total Market Value - Prior Valuation	\$ 9,225,301
Contributions	946,230
Benefit Payments	(1,215,439)
Expected Return on Investments	<u>669,467</u>
Expected Total Market Value - Current Valuation	9,625,559
Actual Total Market Value - Current Valuation	<u>9,819,480</u>
Current Market Value Loss/(Gain)	<u>\$ (193,921)</u>
Expected Return on Investments	\$ 669,467
Actual Return on Investments (Net of Expenses)	<u>863,388</u>
Current Market Value Loss/(Gain)	<u>\$ (193,921)</u>

*The Current Year Loss/Gain is the Difference in Earnings Between the Actuarial Assumed Rate of Return on Investments and the Actual Investment Returns.*

### *Development of the Actuarial Value of Assets*

Total Market Value - Current Valuation	\$ <u>9,819,480</u>
Adjustment for Prior Losses/(Gains)	
	<u>Full Amount</u>
First Proceeding Year	\$ (193,921) (155,137)
Second Proceeding Year	(22,758) (13,655)
Third Proceeding Year	517,749 207,100
Fourth Proceeding Year	- -
Total Deferred Loss/(Gain)	<u>38,308</u>
Initial Actuarial Value of Assets - Current Valuation	9,857,788
Less Contributions for the Current Year and Interest	-
Less Adjustment for the Corridor	<u>-</u>
Actuarial Value of Assets - Current Valuation	<u>\$ 9,857,788</u>

*The Actuarial Value of Assets is Equal to the Fair Market Value of Assets with Unanticipated Gains/Losses Recognized over 5 Years. The Actuarial Value of Assets is Currently 100% of the Market Value.*



**RECOMMENDED CONTRIBUTION DETERMINATION**

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# ACTUARIAL ACCRUED LIABILITY AND FUNDED STATUS

## *Actuarial Accrued Liability*

---

	Prior Valuation	Current Valuation
Active Employees	\$ 7,457,123	\$ 8,490,974
Inactive Employees		
Terminated Employees - Vested	-	-
Retired Employees	10,927,108	10,735,793
Disabled Employees	4,173,432	4,306,030
Other Beneficiaries	797,026	775,285
Total Inactive Employees	15,897,566	15,817,108
Total Actuarial Accrued Liability	\$ 23,354,689	\$ 24,308,082

*Total Actuarial  
Accrued Liability has  
Increased \$953,393  
from the Prior  
Valuation (See Table  
on Page 4).*

## *Funded Status*

---

	Prior Valuation	Current Valuation
Total Actuarial Accrued Liability	\$ 23,354,689	\$ 24,308,082
Total Actuarial Value of Assets	9,517,744	9,857,788
Unfunded Actuarial Accrued Liability	\$ 13,836,945	\$ 14,450,294
Total Market Value of Assets	\$ 9,225,301	\$ 9,819,480
Percent Funded		
Actuarial Value of Assets	<u>40.75%</u>	<u>40.55%</u>
Market Value of Assets	<u>39.50%</u>	<u>40.40%</u>

*The Current  
Funding Policy is  
for the Pension  
Fund to be 100%  
Funded on an  
Actuarial Basis  
(Entry Age Normal  
Cost Method) by  
the Year 2040.*



## NORMAL COST AND CONTRIBUTION REQUIREMENT

### *Development of the Normal Cost*

	Prior Valuation	Current Valuation
Total Normal Cost	\$ 415,428	\$ 435,468
Estimated Employee Contributions	(147,262)	(155,223)
Employer Normal Cost	\$ 268,166	\$ 280,245

*At a 100% Funding Level, the Normal Cost Contribution is Still Required.*

### *Normal Cost as a Percentage of Expected Payroll*

Expected Payroll	\$ 1,557,504	\$ 1,641,704
Employee Normal Cost Rate	<u>9.455%</u>	<u>9.455%</u>
Employer Normal Cost Rate	<u>17.22%</u>	<u>17.07%</u>
Total Normal Cost Rate	<u>26.67%</u>	<u>26.53%</u>

*Ideally the Employer Normal Cost Rate will Remain Stable.*

### *Contribution Requirement*

	Prior Valuation	Current Valuation
Employer Normal Cost*	\$ 297,246	\$ 310,728
Amortization of Unfunded Accrued Liability/(Surplus)	733,158	786,726
Funding Requirement	\$ 1,030,404	\$ 1,097,454

*The Recommended Contribution has Increased 6.5% from the Prior Valuation (See Table on Page 4).*

\*Employer Normal Cost Contribution includes interest through the end of the year.



# ACTUARIAL METHOD AND ASSUMPTIONS

## *Actuarial Method and Assumptions Utilized*

---

Actuarial Valuation Date	May 1, 2014
Actuarial Cost Method	Entry Age Normal (Level % Pay
Amortization Method	Level % Pay (Closed)
Amortization Target	100% Funded in year 2040
Asset Valuation Method	5-Year Smoothed Market Value
Actuarial Assumptions	
Investment Rate of Return	7.00%
Projected Salary Increases	4.00% - 9.50%
Aggregate Payroll Increases	4.50%
Inflation Rate Included	3.00%

*A Summary of the Key Actuarial Assumptions and Funding Policy Decisions used in the Determination of the Recommended Contribution are Shown. More Detail is Available Later.*

The results are based on an actuarial update from May 1, 2013. The participant data has been projected from 2013 with 1 year of salary increases according to service rate. Financial data is current as of April 30, 2014.

Actuarial assumptions are based upon per year compounded annually.

Pay is assumed to increase on a service-based scale of rates. 9.50% increases are assumed in the first 6 years to estimate the effect of steps, 5.00% increases in years 7 through 25 and 4.00% increases at 26 years of service and beyond are assumed for inflation and merit increases.

The change in salary scale increased the contribution by \$9,652.

The contribution and benefit values of the Pension Fund are calculated by applying actuarial assumptions to the benefit provisions and census information furnished, using the actuarial cost methods described. The actuarial cost and amortization method allocates the projected obligations of the plan over the working lifetimes of the plan participants.

Details behind the selection of the actuarial assumptions can be found in the assumption document provided to the client. The client has reviewed and approved the assumptions as a reasonable expectation of the future anticipated experience under the plan.



**STATUTORY MINIMUM CONTRIBUTION**

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# STATUTORY MINIMUM CONTRIBUTION

## *Contribution Requirement*

---

	<u>Minimum Contribution</u>
Contribution Requirement	\$897,317
Expected Payroll	\$1,641,704
Contribution Requirement as a Percent of Expected Payroll	54.66%

*The Statutory  
Minimum  
Contribution is Based  
on Funding Methods  
and Funding  
Parameters That Were  
Incorporated Into the  
Illinois Statutes for  
Pension Funding  
Effective January 1,  
2011.*

The Statutory Minimum Contribution is based on funding methods and funding parameters in the Illinois statutes for pension funding. The resulting contribution is lower than the recommended contribution for the current plan year. The lower contribution amount is not recommended because it represents a deferral of contributions when compared to the recommended contribution method.

The recommended contribution method is intended to allocate pension contributions in a manner that provides for increases that are manageable going forward. When contributions are lowered in current years, the resulting contributions in future years can increase more rapidly, with the risk of becoming unmanageable. The Securities and Exchange Commission in 2013 used the phrase "Statutory Underfunding" to describe situations where contributions appear to be more manageable in the short-term, but set up future contribution requirements that are less likely to be manageable.



# ACTUARIAL METHOD AND ASSUMPTIONS – STATUTORY MINIMUM

## *Actuarial Method and Assumptions Utilized*

---

Actuarial Valuation Date	May 1, 2014
Actuarial Cost Method	Projected Unit Credit (Level % of
Amortization Method	Level % Pay (Closed)
Remaining Amortization Period	90% Funded in year 2040
Asset Valuation Method	5-Year Smoothed Market Value
Actuarial Assumptions	
Investment Rate of Return	7.00%
Projected Salary Increases	4.00% - 9.50%
Aggregate Payroll Increases	4.50%
Inflation Rate Included	3.00%

*The Statutory  
Minimum  
Contribution has  
Been Determined  
Using the Same  
Actuarial  
Assumptions as the  
Recommended  
Contribution.*

The results are based on an actuarial update from May 1, 2013. The participant data has been projected forward from 2013 with 1 year of salary increases according to service rate. Inactive benefits have also been projected one year forward. Financial data is current as of April 30, 2014.

Actuarial assumptions are based upon per year compounded annually.

Pay is assumed to increase on a service-based scale of rates. 9.00% increases are assumed in the first 6 years to estimate the effect of steps. 5.00% increases in years 7 through 25 and 4.00% increases at 26 years of service and beyond are assumed for inflation and merit increases.

The contribution and benefit values of the Pension Fund are calculated by applying actuarial assumptions to the benefit provisions and census information furnished, using the actuarial cost methods described. The actuarial cost and amortization method allocates the projected obligations of the plan over the working lifetimes of the plan participants.

Details behind the selection of the actuarial assumptions can be found in the assumption document provided to the client. The client has reviewed and approved the assumptions as a reasonable expectation of the future anticipated experience under the plan.



**VALUATION DATA AND PROCEDURES**

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## SUMMARY OF PLAN PARTICIPANTS

### *Active Employees*

---

	Prior Valuation	Current Valuation
Vested	11	11
Nonvested	8	8
	19	19
Total Active Employees	19	19
Total Payroll	\$ 1,523,231	\$ 1,605,578

### *Inactive Employees*

---

	Prior Valuation	Current Valuation
Terminated Employees - Vested	0	0
Retired Employees	15	15
Disabled Employees	7	7
Other Beneficiaries	5	5
	27	27
Total Inactive Employees	27	27

### *Inactive Employees – Summary of Monthly Benefits*

---

	Prior Valuation	Current Valuation
Terminated Employees - Vested	\$ -	\$ -
Retired Employees	68,066	70,108
Disabled Employees	24,910	26,526
Other Beneficiaries	7,286	7,298
	100,262	103,932
Total Inactive Employees	\$ 100,262	\$ 103,932

Plan participants for the current valuation are based on data from 4/30/2013 with estimated projections (see page 9).



## ACTUARIAL METHODS AND ASSUMPTIONS

### *Nature of Actuarial Calculations*

---

The results documented in this report are estimates based on data that may be imperfect and on assumptions about future events. Certain plan provisions may be approximated or deemed immaterial, and, therefore, are not valued. Assumptions may be made about participant data or other factors. Reasonable efforts were made in this valuation to ensure that significant items in the context of the actuarial liabilities or costs are treated appropriately, and not excluded or included inappropriately.

Actual future experience will differ from the assumptions used in the calculations. As these differences arise, the expense for accounting purposes will be adjusted in future valuations to reflect such actual experience.

A range of results different from those presented in this report could be considered reasonable. The numbers are not rounded, but this is for convenience only and should not imply precision which is not inherent in actuarial calculations.

### *Actuarial Cost Methods*

---

The actuarial cost method allocates the projected obligations of the plan over the working lifetimes of the plan participants.

In accordance with the Pension Fund's Funding Policy the actuarial cost method for the recommended contribution basis is Entry Age Normal (Level Percent of Pay). The Entry Age Normal Cost Method is a method under which the actuarial present value of the projected benefits of each individual included in an actuarial valuation is allocated on a level basis over the earnings or service of the individual between entry age and assumed exit age. The portion of this actuarial present value allocated to a valuation year is called normal cost. The portion of the actuarial present value not provided at a valuation date by the actuarial present value of future normal costs is called the actuarial liability.



## ACTUARIAL METHODS AND ASSUMPTIONS - CONTINUED

### *Financing of Unfunded Actuarial Accrued Liabilities*

---

The Unfunded Actuarial Accrued Liability may be amortized over a period either in level dollar amounts or as a level percentage of projected payroll.

In accordance with the Pension Fund's Funding Policy for the recommended contribution the unfunded actuarial accrued liabilities are amortized by level percent of payroll contributions to 100% funding target over the remaining 26 future years including the municipality's fiscal year 2040.

### *Asset Valuation Method*

---

The Actuarial Value of Assets is equal to the Market value of assets with unanticipated gains/losses recognized over five years (beginning with gains/losses in 2011).

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## ACTUARIAL METHODS AND ASSUMPTIONS - CONTINUED

### *Actuarial Assumptions in the Valuation Process*

---

The contribution and benefit values of the Pension Fund are calculated by applying actuarial assumptions to the benefit provisions and census information furnished, using the actuarial cost methods described in the previous section.

The principal areas of financial risk which require assumptions about future experience are:

- Long-term Rates of Investment Return
- Patterns of Pay Increases for Members
- Rates of Mortality Among Members and Beneficiaries
- Rates of Withdrawal of Active Members
- Rates of Disability Among Members
- Age Patterns of Actual Retirement

Actual experience of the Pension Fund will not coincide exactly with assumed experience. Each valuation provides a complete recalculation of assumed future experience and takes into account all past differences between assumed and actual experience. The result is a continual series of adjustments to the computed contribution requirement.

From time to time it becomes appropriate to modify one or more of the assumptions, to reflect experience trends (but not random year-to-year fluctuations).

### *Actuarial Assumptions Utilized*

---

<b>Investment Return</b>	Are Described in the Prior Sections of this Report
<b>Salary Increases</b>	Are Described in the Prior Sections of this Report
<b>Inflation Rate Included</b>	Are Described in the Prior Sections of this Report
<b>Cost-of-Living Adjustments</b>	Are Described in the Prior Sections of this Report



# ACTUARIAL METHODS AND ASSUMPTIONS - CONTINUED

## *Actuarial Assumptions Utilized - Continued*

---

### **Retirement Rates**

100% of the L&A Assumption Study Cap Age 65 for Firefighters 2012. Sample Rates as Follows:

Age	Rate	Age	Rate
50	0.100	53	0.180
51	0.100	54	0.180
52	0.100	55	0.180

### **Withdrawal Rates**

100% of the L&A Assumption Study for Firefighters 2012. Sample Rates as Follows:

Age	Rate	Age	Rate
25	0.049	40	0.008
30	0.030	45	0.004
35	0.016	50	0.000

### **Disability Rates**

100% of the L&A Assumption Study for Firefighters 2012. Sample Rates as Follows:

Age	Rate	Age	Rate
25	0.000	40	0.004
30	0.000	45	0.007
35	0.002	50	0.012

### **Mortality Rates**

L&A Assumption Study for Firefighters 2012. Sample Rates as Follows:

Age	Rate	Age	Rate
25	0.000	40	0.000
30	0.000	45	0.001
35	0.000	50	0.001

### **Married Participants**

80% of Active Participants are Assumed to be Married. Spouses are Assumed to be the same age.



## SUMMARY OF PRINCIPAL PLAN PROVISIONS

### *Establishment of the Fund*

---

The Firefighters' Pension Fund is established and administered as prescribed by "Article 4. Firefighters' Pension Fund – Municipalities 500,000 and Under" of the Illinois Pension Code.

### *Administration*

---

The Firefighters' Pension Fund is administered by a Board of Trustees located in each municipality maintaining a pension fund for its firefighters. Its duties are to control and manage the pension fund, to hear and determine applications for pensions, to authorize payment of pensions, to establish rules, to pay expenses, to invest funds, and to keep records.

### *Employee Contributions*

---

Employees contribute 9.455% of salary.

### *Normal Retirement Pension Benefit*

---

#### Hired Prior to January 1, 2011

*Eligibility:* Age 50 with at least 20 years of creditable service and no longer a firefighter.

*Benefit:* 50% of final salary is payable commencing at retirement for 20 years of service. An additional 2.5% of final salary is added for each additional year of service (prorated monthly) in excess of 20 years of service (not to exceed 75% of final salary). "Final salary" is based on the pay rate for the firefighter at retirement.

*Annual Increase in Benefit:* In accordance to State statute a firefighter is entitled to an initial pension increase equal to 1/12 of 3% of the original monthly benefit for each full month that has passed since the pension began. The initial increase date will be the later of the first day of the month following the attainment of age 55, or the first anniversary of the date of retirement. Subsequent increases of 3% of the current pension amount will be provided in each January thereafter.



## SUMMARY OF PRINCIPAL PLAN PROVISIONS - CONTINUED

### ***Normal Retirement Pension Benefit - Continued***

---

#### Hired on or After January 1, 2011

*Eligibility:* Age 55 with at least 10 years of creditable service and no longer a firefighter.

*Benefit:* 2.5% of final average salary for each year of service is payable at retirement (not to exceed 75% of final average salary). "Final average salary" is determined by dividing the highest total salary over 96 consecutive months of service in the last 120 months of service by the total number of months of service in the period. Annual salary for this purpose will not exceed \$106,800, indexed by the lesser of 3% or ½ of the CPI-U for the 12 months ending with the September preceding each November 1. The salary cap will not decrease.

*Annual Increase in Benefit:* In accordance to State statute the initial increase date will be the January 1<sup>st</sup> following the attainment of age 60, or the first anniversary of the date of retirement. Subsequent increases will occur on each subsequent January 1<sup>st</sup>. The first increase and subsequent increases will be the lesser of 3% of the original benefit or ½ of the CPI-U for the 12 months ending with the September preceding each November 1, applied to the original pension amount.

### ***Early Retirement Pension Benefit***

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#### Hired Prior to January 1, 2011

None

#### Hired on or After January 1, 2011

*Eligibility:* Age 50 with at least 10 years of creditable service and no longer a firefighter.

*Benefit:* The normal retirement pension benefit reduced by ½ of 1% for each month that the firefighter's age is under age 55.

*Annual Increase in Benefit:* In accordance to State statute the initial increase date will be the January 1<sup>st</sup> following the attainment of age 60, or the first anniversary of the date of retirement. Subsequent increases will occur on each subsequent January 1<sup>st</sup>. The first increase and subsequent increases will be the lesser of 3% of the original benefit or ½ of the CPI-U for the 12 months ending with the September preceding each November 1, applied to the original pension amount.



## SUMMARY OF PRINCIPAL PLAN PROVISIONS - CONTINUED

### *Pension to Survivors*

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#### Hired Prior to January 1, 2011

##### Death - Line of Duty

Surviving spouse is entitled to 100% of the salary attached to the rank of the firefighter on the last day of service, payable immediately.

##### Death - Non-Duty

*Current Pensioners (Including Disabled Pensioners):* Surviving spouse to receive continuation of the pension at the time of death or 54% of pensionable salary at the time pension began, if greater.

*Active Employee with 20+ Years of Service:* Surviving spouse is entitled to the full pension earned by the firefighter at the time of death, or 54% of the pensionable salary at death if greater.

*Active Employee with 10-20 Years of service:* Surviving spouse is entitled to 54% of the salary attached to the rank of the firefighter on the last day of service, payable immediately

*Annual Increase in Benefit:* None.

#### Hired on or After January 1, 2011

##### Death - Line of Duty

Surviving spouse is entitled to 100% of the salary attached to the rank of the firefighter on the last day of service, payable immediately.

##### Death - Non-Duty

*Current Pensioners (Including Disabled Pensioners), Active Employee with 20+ Years of Service, and Active Employee with 10-20 Years of service:* Surviving spouse to receive 66  $\frac{2}{3}$ % of the firefighter's earned pension at the date of death.

*Annual Increase in Benefit:* In accordance to State statute the initial increase date will be the January 1<sup>st</sup> after the attainment of age 60 by the recipient of the survivor's pension. Subsequent increases will occur on each subsequent January 1<sup>st</sup>. The first increase and subsequent increases will be the lesser of 3% of the original benefit or  $\frac{1}{2}$  of the CPI-U for the 12 months ending with the September preceding each November 1, applied to the original survivor's pension amount.



## SUMMARY OF PRINCIPAL PLAN PROVISIONS - CONTINUED

### *Termination Benefit*

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#### Hired Prior to January 1, 2011

*Eligibility:* At least 10 years but less than 20 years of creditable service.

*Benefit:* An accrual factor times final salary for each year of service is payable beginning at age 60. "Accrual Factor" is a factor of 1.5% at 10 years of service, increasing ratably up to 2.4% at 19 years of service. "Final salary" is based on the pay rate for the firefighter on the date of separation.

*Annual Increase in Benefit:* In accordance to State statute a firefighter will receive an initial increase of 3% on the first anniversary of the date of start of payments. Subsequent increases of 3% of the current pension amount will be provided in each January thereafter.

#### Hired on or After January 1, 2011

*Eligibility:* At least 10 years but less than 20 years of creditable service.

*Benefit:* An accrual factor times final salary for each year of service is payable beginning at age 60. "Accrual Factor" is a factor of 1.5% at 10 years of service, increasing ratably up to 2.4% at 19 years of service. "Final salary" is based on the greater of salary during the last year of service prior to termination of employment or the pay rate for the firefighter at termination of employment. Annual salary for this purpose will not exceed \$106,800, indexed by the lesser of 3% or ½ of the CPI-U for the 12 months ending with the September preceding each November 1. The salary cap will not decrease.

*Annual Increase in Benefit:* In accordance to State statute the initial increase date will be the January 1<sup>st</sup> following the first payment. Subsequent increases will occur on each subsequent January 1<sup>st</sup>. The first increase and subsequent increases will be the lesser of 3% of the original benefit or ½ of the CPI-U for the 12 months ending with the September preceding each November 1, applied to the original pension amount.



## SUMMARY OF PRINCIPAL PLAN PROVISIONS - CONTINUED

### *Disability Benefit*

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#### Hired Prior to January 1, 2011

*Eligibility:* Disability (duty; or non-duty with 7 years of service).

*Benefit:* A firefighter who becomes disabled on duty is entitled to receive a pension equal to the greatest of 65% of final salary or the pension they would have been entitled to upon retirement at the time of disability. For a non-duty disability, the firefighter is entitled to 50% of final salary. "Final salary" is based on the pay rate for the firefighter at retirement.

*Annual Increase in Benefit:* In accordance to State statute the initial increase date will be the January 1<sup>st</sup> following the attainment of age 60. Subsequent increases will occur on each subsequent January 1<sup>st</sup>. The first increase is 3% of the original benefit for each full year that has passed since the pension began. Subsequent increases are 3% of the original pension benefit amount.

#### Hired on or after January 1, 2011

*Eligibility:* Disability (duty; or non-duty with 7 years of service).

*Benefit:* A firefighter who becomes disabled on duty is entitled to receive a pension equal to the greater of 65% of final salary or the pension they would have been entitled to upon retirement at the time of disability. For a non-duty disability, the firefighter is entitled to 50% of final salary. "Final salary" is based on the pay rate for the firefighter at last day of service.

*Annual Increase in Benefit:* In accordance to State statute the initial increase date will be the January 1<sup>st</sup> following the attainment of age 60. Subsequent increases will occur on each subsequent January 1<sup>st</sup>. The first increase and subsequent increases will be the lesser of 3% of the original benefit or ½ of the CPI-U for the 12 months ending with the September preceding each November 1, applied to the original pension amount.



**GLOSSARY OF TERMS**

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## GLOSSARY OF TERMS

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**Actuarial Accrued Liability** –The actuarial present value of future benefits based on employees’ service rendered to the measurement date using the selected actuarial cost method. It is that portion of the Actuarial Present Value of plan benefits and expenses allocated to prior years of employment. It is not provided for by future Normal Costs.

**Actuarial Cost Method** – The method used to allocate the projected obligations of the plan over the working lifetimes of the plan participants.

**Actuarial Value of Asset** – The value of the assets used in the determination of the Unfunded Actuarial Accrued Liability. The Actuarial Value of Assets is related to Market Value of Assets, with adjustments made to spread unanticipated gains and losses for a given year over a period of several years. Actuarial Value of Assets is generally equally likely to fall above or below the Market Value of Assets, and generally does not experience as much volatility over time as the Market Value of Assets.

**Asset Valuation Method** – A valuation method designed to smooth random fluctuations in asset values. The objective underlying the use of an asset valuation method is to provide for the long-term stability of employer contributions.

**Funding Policy** – A set of procedures for a Pension Fund that outlines the “best practices” for funding the pension benefits based on the goals of the plan sponsor. A Funding Policy discusses items such as assumptions, Actuarial Cost Method, assets, and other parameters that will best help the sponsor meet their goal of working in the best interest of the plan participant.

**Market Value of Assets** – The value of the cash, bonds, securities and other assets held in the pension trust as of the measurement date.

**Normal Cost** –The present value of future benefits earned by employees during the current fiscal year. It is that portion of the Actuarial Present Value of benefits and expenses which is allocated to a valuation year by the Actuarial Cost Method.

**Unfunded Actuarial Accrued Liability** – The excess of the Actuarial Accrued Liability over the Actuarial Value of Assets. The Unfunded Actuarial Accrued Liability is amortized over a period either in level dollar amounts or as a level percentage of projected payroll.

