

**VILLAGE OF LA GRANGE
VILLAGE BOARD MEETING
MONDAY, NOVEMBER 10, 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, November 10, 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. Ordinance — Variations – Second Floor Business Wall Signs at 405-415 Shawmut Avenue, LSC Development

 - B. Ordinance — Creating an Additional Class A-2 Liquor License, Run Around Sue, Inc. d/b/a Adele's Front Room, 13 S. La Grange Road

 - C. Ordinance — Creating a Class B Liquor License, Raheel & Reyna Corporation d/b/a 7-Eleven, 6 East 47th Street

 - D. Cossitt Avenue Resurfacing Project from Gilbert Avenue to Brainard Avenue: (1) Construction Engineering Services Agreement for Federal Participation; (2) Construction Engineering Task Order; (3) Local Agency Agreement for Federal Participation.

- E. Ordinance – Disposal of Surplus Property / Miscellaneous Personal Property and Evidence
 - F. Minutes of the Village of La Grange Board of Trustees Regular Meeting, Monday, October 27, 2014
 - G. Consolidated Voucher 141110
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*
 - B. La Grange Business Association/2014 Hometown Holiday Walk — Request for Village Sponsorship: *Referred to Trustee Kuchler*
 - C. Preliminary Review of the Proposed 2014 Property Tax Levy Request: *Referred to Trustee Nowak*
6. MANAGER’S REPORT
- This is an opportunity for the Village Manager to report on behalf of the Village Staff about matters of interest to the Village.*
7. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA
- This is an opportunity for members of the audience to speak about Village related matters that are not listed on this Agenda.*
8. EXECUTIVE SESSION
- The Board of Trustees may decide, by a roll call vote, to convene in executive session if there are matters to discuss confidentially, in accordance with the Open Meetings Act.*
9. TRUSTEE COMMENTS
- The Board of Trustees may wish to comment on any matters.*
10. ADJOURNMENT

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

OMNIBUS VOTE

VILLAGE OF LA GRANGE
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 Director, Community Development

DATE: November 10, 2014

RE: **ORDINANCE – VARIATIONS – SECOND FLOOR BUSINESS WALL SIGNS
AT 405-415 SHAWMUT AVENUE, LSC DEVELOPMENT.**

The applicant, LSC Development is in the process of major renovations at 405-415 W. Shawmut in order to operate Life Storage, a public storage facility. The subject property is the former location of General Insulation Company located within the I-1 Light Industrial District. It abuts the IHB Railroad right-of-way to the west, and is on the border of La Grange Park and Brookfield to the north and east.

Life Storage has applied to install business wall signs on the west and south facades above the second floor windows at a height of approximately 25 feet to the top of the sign. According to the Zoning Code, wall signs may not extend higher on a commercial building than the bottom of any second floor window or 20 feet maximum, whichever is lower. Therefore, a permit could not be issued as the signs did not meet the sign code regulations.

In order to allow the proposed signs, the applicant requested relief from the Zoning Code for five signs in three different categories: (1) two business signs above the second floor windows and higher than 20 feet (21 feet), (2) two on-site informational signs that exceed three square feet, and (3) a ground sign exceeding six feet in height (at 8 feet). Renderings of the proposed second floor wall signs and on-site informational signs are included with this report (see attached Staff Report).

On October 16, 2014, the Zoning Board of Appeals held a public hearing on this matter (see Findings of Fact). At the public hearing, the Applicant presented the proposal and withdrew the application for relief from the ground sign height. With four members present, the Commissioners voted on the two sign types separately: (1) A motion to approve the business wall signs carried unanimously, and (2) a motion to deny the request for on-site informational signs carried unanimously.

Commissioners voted in favor of the request for business wall signs and felt that several factors met the standards for variation, including the following:

- The subject property is unique in lot size, shape, and position in an industrial area that is difficult to find from most areas of La Grange.
- The subject property abuts the IHB Railroad right-of-way, which would obstruct the view of the proposed business signs if they were lowered.
- Due to the configuration of the building and office windows on the second floor, the sign could not be placed below the second floor window.
- The proposed size and location of the second floor signs are appropriate and are a good compromise.
- Life storage is a commercial business user and the sign request is an appropriate identification and is a right of business owners.
- The signage is consistent with the Code purposes to create a more attractive economic and business climate by bringing customers to this facility.
- Commissioners extensively discussed potential options for signage with the applicant and did not find a feasible remedy for visibility at this property.

Commissioners voted to deny the request for on-site informational signs as they did not feel that it met the standards for variation.

Staff concurs with the recommendations of the ZBA. The Staff and the Village Attorney have prepared the attached ordinance for your consideration approving the variation, subject to standards and limitations.

Representatives of the Applicant will be in attendance at the meeting to answer any questions you may have regarding the application.

VILLAGE OF LA GRANGE

ORDINANCE NO. O-14-_____

AN ORDINANCE GRANTING A ZONING VARIATION
FOR WALL SIGNS ON A PUBLIC STORAGE FACILITY
AT 405 WEST SHAWMUT AVENUE

WHEREAS, LSC Development (the "*Applicant*") intends to operate a public storage facility known as Life Storage at the property commonly known as 405 West Shawmut Avenue in the Village of La Grange (the "*Subject Property*"), which is depicted and legally described on Exhibit A attached to and made a part of this Ordinance by this reference;

WHEREAS, the Subject Property is classified in the I-1 Light Industrial District of the La Grange Zoning Code; and

WHEREAS, the Applicant has applied for a variation from a sign regulation in Subsection 11-902E of the La Grange Zoning Code that requires business signs to be located beneath the second floor windows (the "*Application*"); and

WHEREAS, the 405 West Shawmut Avenue building (the "*Building*") is unusual in La Grange as a commercial use that is located within an industrial district, that has limited visibility to public rights of way, and that directly abuts a railroad right-of-way; and

WHEREAS, the Owner seeks approval to locate specific business signs above the second floor windows of the Building (the "*Proposed Wall Signs*"); and

WHEREAS, the La Grange Zoning Board of Appeals conducted a public hearing on October 16, 2014, to consider the Application and recommended in its Findings and Recommendation dated October 16, 2014, that the variations be approved; and

WHEREAS, the President and Board of Trustees of the Village of La Grange have reviewed the record of the public hearing and the Findings and Recommendation of the Zoning Board of Appeals and have determined that the Application satisfies the standards set forth in the Zoning Code for the grant of the requested variations;

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

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

Section 2. Variation from Zoning Code Paragraph 11-109E2. The Board of Trustees, pursuant to the authority granted to it by the laws of the State of Illinois and the La Grange Zoning Code, hereby grants a variation from the maximum permitted height of signs standard of Paragraph 11-109E2 of the La Grange Zoning Code to

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authorize installation and maintenance of the Proposed Business Name Wall Signs as depicted in Exhibit B attached to and by this reference incorporated into this Ordinance (the "*Authorized Wall Signs*"), subject to the condition stated in Section 3 of this Ordinance.

Section 3. Condition on Approval. The grant of the variation authorizes only the Authorized Wall Signs located on the Building only as depicted in Exhibit B.

Section 4. Violation of Condition or Law. Any violation of any term or condition of this Ordinance or any applicable law, code, ordinance, or regulation will be grounds for rescission by the Board of Trustees of the approval made in this Ordinance.

Section 5. Effective Date. This Ordinance will be in full force and effect after its passage, approval, and publication in pamphlet form as provided by law.

PASSED this ____ day of _____ 201__.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____ 201__.

Thomas E. Livingston, Village President

ATTEST:

John Burns, Village Clerk

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COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO. : 1401 008936504 D1

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

COOK COUNTY, ILLINOIS AND RUNNING THENCE SOUTH ALONG SAID WEST LINE OF EAST 790 FEET AND ALONG THE WEST LINE OF LOTS 7 AND 8 IN SAID FREDERICK H. BARTLETT'S FIRST ADDITION TO PORTIA MANOR, A DISTANCE OF 154.62 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF SHAWMUT AVENUE ADDITION TO LA GRANGE, SAID POINT OF INTERSECTION BEING 43.69 FEET EAST FROM THE NORTHEAST CORNER OF LOT 32 IN SAID SHAWMUT AVENUE ADDITION TO LA GRANGE; THENCE WEST ALONG THE NORTH LINE OF SAID SHAWMUT AVENUE ADDITION TO LA GRANGE, A DISTANCE OF 43.69 FEET TO THE NORTHEAST CORNER OF SAID LOT 32; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 32, A DISTANCE OF 200 FEET TO THE SOUTHEAST CORNER OF LOT 32; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 32 AND OF LOT 31, A DISTANCE OF 64.11 FEET; THENCE NORTHWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 141.12 FEET TO A POINT 70.52 FEET WEST FROM THE EAST LINE OF SAID LOT 32; THENCE CONTINUING NORTHWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE WEST AND HAVING A RADIUS OF 581.09 FEET A DISTANCE OF 59.03 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF SAID SHAWMUT AVENUE ADDITION TO A POINT 70.22 FEET FROM THE NORTHEAST CORNER OF SAID LOT 32; THENCE CONTINUING NORTHWARDLY ALONG THE LAST DESCRIBED ARC OF 92.42 FEET OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 33; THENCE CONTINUING NORTHWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 47.48 FEET TO A POINT 91.09 FEET WEST FROM SAID WEST LINE OF AFORESAID EAST 790 FEET; THENCE CONTINUING NORTHWARDLY LYING ALONG THE ARC OF A CIRCLE CONVEX TO THE EAST AND HAVING A RADIUS OF 595.81 FEET, A DISTANCE OF 17.48 FEET TO ITS INTERSECTION WITH A WESTWARD EXTENSION OF THE NORTH LINE OF SAID LOT 7 IN FREDERICK H. BARTLETT'S FIRST ADDITION TO PORTIA MANOR, SAID INTERSECTION BEING 87.58 FEET WEST FROM THE POINT OF BEGINNING, AND THENCE EAST ALONG SAID WESTWARD EXTENSION OF THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 87.58 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE EAST 2 FEET OF LOT 38, AND ALL OF LOTS 39 AND 40, IN BLOCK 2, IN SHAMUT AVENUE ADDITION TO LA GRANGE, A SUBDIVISION OF THE NORTH 1/2 OF SECTION 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 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY EXTENTION OF THE EAST LINE OF LOT 8 AND THE SOUTH LINE OF FREDERICK H. BARTLETT'S FIRST ADDITION TO PORTIA MANOR, A SUBDIVISION OF THE EAST 790 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33 AFORESAID; THENCE NORTH 89 DEGREES 50 MINUTES AND 24 SECONDS WEST ALONG THE SOUTH LINE 125.0 FEET TO THE SOUTHERLY EXTENTION OF THE WEST LINE OF LOT 8 AFORESAID; THENCE SOUTH 00 DEGREES 05 MINUTES 53 SECONDS WEST ALONG SAID SOUTHERLY EXTENTION 3.50 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF SHAWMUT AVENUE ADDITION TO LAGRANGE, SAID POINT OF INTERSECTION BEING 43.69 FEET EAST FROM THE NORTHEAST CORNER OF LOT 32 IN SAID SHAWMUT AVENUE ADDITION TO LAGRANGE; THENCE NORTH 89 DEGREES 54 MINUTES 34 SECONDS EAST ALONG SAID NORTH LINE 125.0 FEET TO SAID SOUTHERLY EXTENTION OF THE EAST LINE OF LOT 8 IN FREDERICK H. BARTLETT'S FIRST ADDITION TO PORTIA MANOR AFORESAID; THENCE NORTH 00

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (CONTINUED)

ORDER NO. : 1401 008936504 D1

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):
DEGREES 05 MINUTES 53 SECONDS EAST ALONG SAID SOUTHERLY EXTENTION 2.95 FEET TO
THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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By signing the **Customer Acceptance** on this print, I understand that I am accepting all aspects of this drawing. **X**
 This includes Artwork, Specifications, Dimensions, Spelling, and all other representations herein.
 I also understand that color reproductions on this print are approximate, and may not match manufacturers samples exactly.

Customer Acceptance SIGNATURE _____ DATE _____ **IF REQUIRED: Landlord Acceptance SIGNATURE** _____ DATE _____ **L.S.G. SALES INITIALS** _____ DATE _____



7424 Industrial Avenue
 Chesterton, IN 46304
 phone 219.762.9577
 fax 219.762.4259
 www.landmarksign.com

PRINT #
 SO-21642-1

SHAUN O'BRIEN
 LSG SALES REPRESENTATIVE

04.02.14
 DATE

LIFE STORAGE

CLIENT NAME

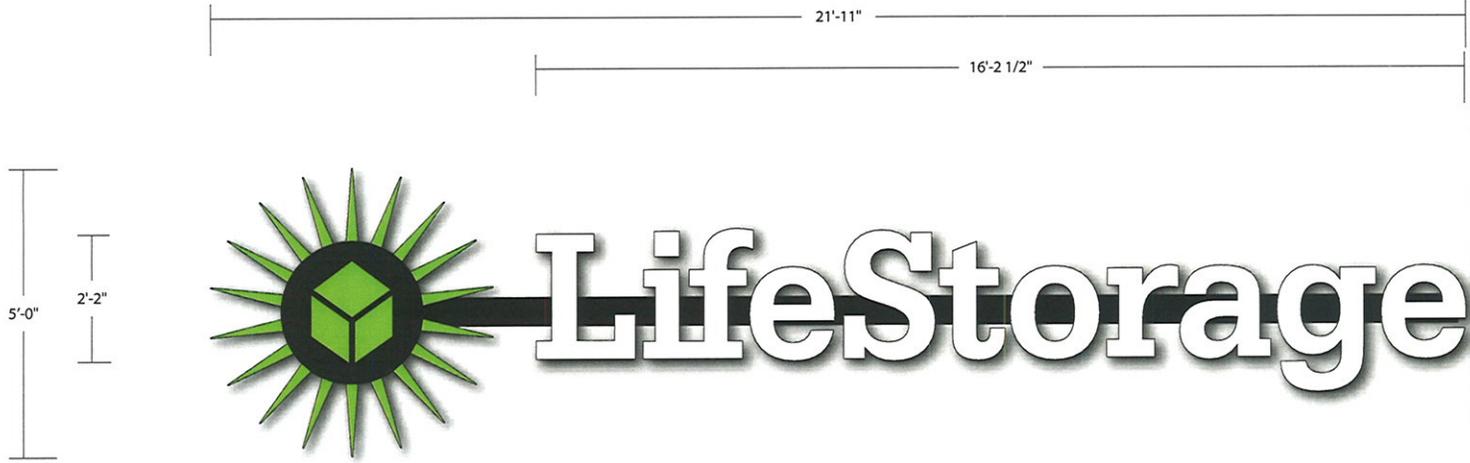
405 W. SHOWMUT AVE.
 LaGRANGE, IL
 JOB LOCATION

JM 1/2" = 1'-0"

DRAWN BY SCALE

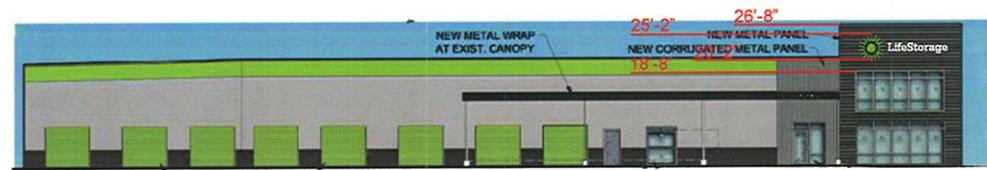
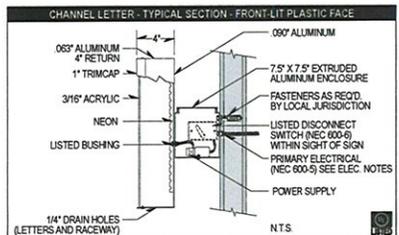
- REVISIONS:
1. revised dwg 5-20-14 so
 2. change elevation / switch to 5' logo set 08-08-14 JL

4-A.6



▶ ONE SET OF EACH/ PLEX FACE CHANNEL LETTERS & LOGO/ INTERNALLY ILLUMINATED WITH LEDs/
 REMOTE TRANSFORMERS/ RACEWAY, MOUNTED TO BRICK BUILDING FASCIA/

- LOGO FACE = WHITE ACRYLIC with APPLIED 3M 230-106 TRANS APPLE GREEN & 3630-22 BLACK VINYL
- LETTER FACES = MILK WHITE PLEX
- TRIMCAP = 1" BLACK
- RETURNS = MAP BLACK
- ILLUMINATION = WHITE LEDs
- RACEWAY = MAP BLACK



WEST ELEVATION - NTS

Designed for **110 Volts**
 Electrical Connection will be Visible within 5 Ft. at time of Installation;
 Second Trip will be Charged at Time & Material

THIS DRAWING IS THE PROPERTY OF LANDMARK SIGN GROUP, INC. NO REPRODUCTIONS OR EXHIBITIONS ARE PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF LANDMARK SIGN GROUP, INC. AN ASSESSMENT OF UP TO \$2,500.00 WILL BE CHARGED FOR ANY MISUSE OF THIS DRAWING.

By signing the Customer Acceptance on this print, I understand that I am accepting all aspects of this drawing. This includes Artwork, Specifications, Dimensions, Spelling, and all other representations herein. I also understand that color reproductions on this print are approximate, and may not match manufacturers samples exactly.

Customer Acceptance SIGNATURE

DATE

IF REQUIRED: Landlord Acceptance SIGNATURE DATE



L.S.G. SALES INITIALS

DATE



7424 Industrial Avenue
Chesterton, IN 46304
phone 219.762.9577
fax 219.762.4259
www.landmarksign.com

PRINT #
SO-21642-7

SHAUN O'BRIEN
LSG SALES REPRESENTATIVE

05.08.14
DATE

LIFE STORAGE

CLIENT NAME

405 W. SHOWMUT AVE.
LaGRANGE, IL
JOB LOCATION

SO 1/2" = 1'-0"

DRAWN BY SCALE

REVISIONS:
1. change elevation
08-08-14 JL

Designed for 110 Volts
Electrical Connection will be Visible within 5 Ft. at time of Installation;
Second Trip will be Charged at Time & Material

THIS DRAWING IS THE PROPERTY OF LANDMARK SIGN GROUP, INC. NO REPRODUCTIONS OR EXHIBITIONS ARE PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF LANDMARK SIGN GROUP, INC. AN ASSESSMENT OF UP TO \$2,500.00 WILL BE CHARGED FOR ANY MISUSE OF THIS DRAWING.



▶ ONE SET OF EACH/ PLEX FACE CHANNEL LETTERS & LOGO/ INTERNALLY ILLUMINATED WITH LEDs/ REMOTE TRANSFORMERS/ RACEWAY MOUNTED TO BRICK BUILDING FASCIA/

- LOGO FACE = WHITE ACRYLIC with APPLIED 3M 230-106 TRANS APPLE GREEN & 3630-22 BLACK VINYL
- LETTER FACES = MILK WHITE PLEX
- TRIMCAP = 1" BLACK
- RETURNS = MAP BLACK
- ILLUMINATION = WHITE LEDs
- RACEWAY = MAP BLACK

26'-8"
25'-2"
20'-2"
18'-8"



PARTIAL SOUTH ELEVATION - NTS

4-A.7

FINDINGS OF FACT

ZONING BOARD OF APPEALS
OF THE
VILLAGE OF LA GRANGE

October 16, 2014

President Livingston and
Board of Trustees

RE: ZONING CASE #604 – VARIATIONS TO AUTHORIZE SIGNAGE AT 405-415 W. SHAWMUT WITHIN THE I-1 INDUSTRIAL DISTRICT, 1) BUSINESS WALL SIGNS THAT EXCEED MAXIMUM HEIGHT ABOVE THE SECOND FLOOR WINDOWS, AND 2) ON-SITE INFORMATIONAL SIGNS THAT EXCEED MAXIMUM SIZE, LSC DEVELOPMENT.

The Zoning Board of Appeals transmits for your consideration its recommendations for zoning variations necessary to allow signage at the property at 405-415 W. Shawmut.

I. THE SUBJECT PROPERTY:

The subject property in question is a commercial use located in an industrial district, abutting the Indiana Harbor Belt railroad right-of-way.

II. CHARACTERISTICS OF THE SURROUNDING AREA:

The subject property is located in the I-1 Light Industrial District.

III. VARIATIONS SOUGHT:

The applicant seeks variations from Paragraph 11-109E2 (Maximum Height of Signs Permitted) and Subsection 11-106I (On Site Informational Signs). The applicant wishes to allow business wall signs above the second floor window and on site informational signs that exceed the three square feet maximum square feet.

Paragraph 14-303E1(c) (Authorized Variations) allows the variation of all sign regulations except the standards in Subsections 11-105A-K, O and P of the Zoning Code. The requested variation falls within the authorized limits of the Zoning Code.

IV. THE PUBLIC HEARING:

After due notice, as is required by law, (including legal publication, posting at the subject property and courtesy notices to owners within 250 feet of the subject property) the Zoning Board of Appeals held a public hearing on the proposed variation in the La Grange Village Hall Auditorium on October 16, 2014. Present were Commissioners Laura Blentlinger, Michael Finder, David Schwartz and Chairman Pro Tem Jeff Hoffenberg presiding. Also present was Assistant Community Development Director

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Angela Mesaros. Testimony was given under oath by the applicant. No objectors appeared at the hearing. No written objections have been filed to the proposed variation.

In the absence of Chairperson Ellen Brewin, staff liaison Angela Mesaros called the meeting to order and took the roll call. As the member with the longest tenure was absent, a motion was made by Commissioner Schwartz, seconded by Commissioner Finder to nominate Commissioner Hoffenberg as Pro Tem to chair the meeting. Motion passed by a voice vote.

Chairman Pro Tem Hoffenberg swore in Chris Barry, 461 Oakknoll, owner of Life Storage, who presented the application and answered questions from the Commissioners.

- Mr. Barry reviewed the variations requested: (1.) Life Storage seeks a variation for the corner detail business signs over the doors of the office abutting Shawmut and the parking lot. They have replaced the windows with storefront windows in order to provide lighting for offices and do not have space below the bottom of the second floor windows for signage that would meet the Code. (2.) They asked to withdraw the variation request for a monument sign that is eight feet high (maximum allowable is six feet). (3.) The third sign sought is the on-site informational signs for the loading area. This is a large space and they believe that in the context, this signage needs to be larger.
- The applicant believes this is a unique physical condition, as the building sits directly on Shawmut Avenue, largely a non-descript building. This is a commercial business and community business incubator. Visibility is difficult along the railroad tracks in this location.
- Commissioner Schwartz asked for clarification of the elevations and façade signage locations. Mr. Barry clarified and showed exhibits. He stated they need to help customers find the entrance and parking. They have thirty facilities throughout Chicagoland. They plan to open this one at the end of December, beginning in January. They need six to eight weeks to get the signs manufactured. They believe that this is not self-created as this proposal has been scaled down from the original proposal. This is a large space and they would rather put the loading signs than the allowable vinyl letters on windows, as this is more aesthetically pleasing. In addition, the second story requires the glass windows for the office space.
- The applicant believes that it is a substantial right to give the building a commercial feel as it is a commercial use within an industrial building.
- According to the applicant, this is not a special privilege, as this is consistent with their corporate branding.

- The applicant believes this meets the Code and Plan purposes as it creates a better fit with the community than what is currently in this location and adds aesthetically pleasing design to a non-descript industrial building.
- They do not foresee any adverse effects on the character of the area.
- Mr. Barry stated that the Life Storage business is taking a risk going into an industrial location. They had originally wanted to locate in a retail space on Burlington; however, Village of La Grange Staff advised that locating at the retail space would require an amendment to the Zoning Code. The use is permitted in the Shawmut Industrial Area.

Chairman Pro Tem Hoffenberg solicited questions from the Audience:

- There were no questions from the Audience.

Chairman Pro Tem Hoffenberg solicited questions from the Commissioners:

- Commissioner Finder asked if there were any other options to locate the wall signs under 20 feet. Answer: There is no space for it between the windows.
- Chairman Pro Tem Hoffenberg asked about the feasibility of a sign between the first and second floor windows. Answer: The space is too small. The signage is five feet tall and only two feet height between the two windows.
- Commissioner Blentlinger asked about lowering the second floor windows. Answer: The applicant lowered the windows to update the space for offices.
- Commissioner Blentlinger asked about the informational sign. Answer: They are proposing signs that measure seventeen square feet and fifty square feet –three square feet is the maximum permitted for informational signs.
- Chairman Pro Tem Hoffenberg asked about the potential for putting the Life Storage business sign over the entrance on the older portion of the building. Answer: It is too long and would interfere with the windows and the new canopies.
- Commissioner Blentlinger asked for clarification on the location of the main entrance and the possibility to put a sign over the main entrance door. Mr. Barry stated that he believes this is too far from the road and that customers would not see the business.
- Chairman Pro Tem Hoffenberg asked a follow-up question regarding whether it would be possible to put the sign over the old entrance. Answer: They would have to take down the awning, redo the signage to get the sign to fit above and also this is not

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the main entrance.

- Chairman Pro Tem Hoffenberg asked for clarification on the distinction between customers' entrance and the executive suites. Answer: The entrance on Shawmut goes upstairs to the rental offices and will be used for small business owners to operate and for use of "mini store warehouses" in back. The front entrance (the gray door at the corner) will be for customers to rent public storage space. The main entrance is on the left side of the building.
- Commissioner Finder asked if Staff approved the building permit for the windows with signage in mind. Mr. Barry stated that the updated windows were changed in field and did not appear on the building permit application.
- Commissioner Finder asked if the height of the parapet on the southwest corner has been raised. Answer: Yes.

Under the provisions of the Zoning Ordinance, no variation shall be granted unless the applicant establishes that carrying out the strict letter of the provisions of this code would create a particular hardship or practical difficulty. Such a showing shall require proof that the variation sought satisfies certain conditions. The following facts were found to be evident:

1. Unique Physical Condition:

The subject property is unique in its location adjacent to the Indiana Harbor Belt Railroad with low visibility and difficult to get to from other areas of the Village. Also, this is a commercial use in an industrial district.

2. Not Self-Created:

The size of the wall sign will be compliant with the Village regulations. The increase in the height of the sign is being requested to provide better visibility and consistent branding.

3. Denied Substantial Rights:

According to the Petitioner, it is difficult to see the signage due to the location of the building, including the fact that this is a commercial use in an industrial building and district. The applicant believes that the company logo is a key element in the business operations of Life Storage.

4. Not Merely Special Privilege:

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The proposed signage would provide consistent corporate branding. This is a commercial use in an industrial area.

5. Code and Plan Purposes:

Regulation of signs is intended, in part to create a more attractive economic and business climate within the office and commercial areas of the Village and to enable the public to locate goods, services, and facilities in the Village without confusion. According to the applicant, the proposed signage would enable customers to locate their business more easily. As proposed, the signage would not have an adverse effect on the surrounding area, which is an industrial district.

6. Essential Character of the Area:

According to the applicant, the proposed signage complies with the above standards.

7. No Other Remedy:

The applicant states that there is no other remedy. They have outlined other options that they considered in detail in the letter dated September 4, 2014 attached to the application.

- (1) Wall Signs -- According to the applicant, as initially proposed, the signs were taller than allowable and had to be redesigned to meet the 5-foot tall standards. With the redesign of the sign, the applicant also changed the building by adding second floor windows. With this change, wall signs no longer fit below the new second floor window. Therefore, the location above the second floor window better fits the building. Another option for a wall sign on the west elevation would be above the garage doors.

The applicant believes that the proposed locations provide the best visibility for this commercial use.

- (2) On-site informational signs -- The applicant believes that the building size is larger than usual commercial facilities in La Grange. Therefore, the proposed sizes are visually compatible with the building length. As allowed, the signs are much too small in proportion to the building size.

One other option for approval of the proposed signage at this property would be reviewed by the Design Review Commission through the Village's Comprehensive Sign Plan process. (This process allows a commercial building owner or manager to prepare a plan and specifications that governs all of the signs on the building, now and in the future. The plan establishes specifications for location, type, size, height, colors, materials, and other sign features. The plans must satisfy a set of standards intended to avoid

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incompatible and inappropriate signs.) However, at this time, this process is only available for commercial properties. The Village would have to amend the Zoning Code to include industrial properties under the Comprehensive Sign Plan process. Any amendment to the Zoning Code would require a public hearing and recommendation by the Plan Commission for the Village Board approval.

V. FINDINGS AND RECOMMENDATION:

- Commissioner Finder stated that he is struggling with the standard of not self-created, based on the field modifications lowering and enlarging the windows. Also, the special privilege standard as other existing industrial tenants are not allowed these particular signs. However, the Village has asked the applicant to locate in an industrial area and the Commission needs to take that into consideration.
- Chairman Pro Tem Hoffenberg stated that the design looks great. He has clients who are public storage businesses and he noted that building signage is crucial to the business. He noted that the Zoning Board had a similar request for building signage above second floor windows at 1 N. La Grange Road, and in that case, the ZBA recommended approval, but the Village Board denied the application. At that time, the Board directed the Zoning Board that the second floor signage does not meet the variation criteria. Therefore, the Zoning Board must carefully consider that direction and to ensure that the standards are met. However, notwithstanding that prior direction, the Zoning Board must take into account an important distinguishing factor in this case, namely that Village of La Grange Staff suggested that the applicant look at locating his commercial business in this industrial area.
- Commissioner Schwartz stated that he was not on the Zoning Board at that time however he believes the previous case was in a retail building and not in the industrial district. Ms. Mesaros confirmed that the previous application was for a service use located in a retail district.
- Commissioner Schwartz stated that he believes that this is unique location across from the railroad right-of-way. Visibility is difficult in this location. If the sign is lower, it would not be visible above the trains. This area is one of the most difficult places to get to in La Grange, extremely difficult to get to this building even though you can see it from Ogden Avenue. This creates a special circumstance much more so than a business along La Grange Road. The proposed signage would enable the public to find the business over the Park District fields.
- Chairman Pro Tem Hoffenberg asked if the CBC sign plan was discussed with the Petitioner as an option at the time of application for this sign permit. Ms. Mesaros stated that when reviewing their sign plan, Staff did note internally that a CBC sign plan would make sense. Staff recognized that amending the Zoning Code would be a

4-A.13

longer process; therefore, we advised that a zoning variation was the process in place at this time.

- Commissioner Finder stated that the train is in close proximity and the height of a train is approximately fourteen to fifteen feet, which would obscure a sign of the allowable height. Therefore, the case could be made that this is not a typical lot size and not a typical shape.
- Chairman Pro Tem Hoffenberg stated that in regards to the issue of whether it is self-created the remedy would be to take out the windows but that doesn't resolve the issue. Even if it is four feet from top to bottom it would still not be feasible for the type of sign they are requesting. The standard of special privilege is also met as there is a significant difference between a retail use and an industrial use. A commercial use depends on driving customers to a facility. Bringing people to this area is better for the area. Industrial building owners are generally not as concerned about street signage and bringing customers to the store.
- Commissioner Schwartz asked if there were any objections from other businesses. Answer: No. He asked the Commissioners for their thoughts on the loading sign. Commissioner Blentlinger stated that the proposal appears better than vinyl stickers.
- Chairman Pro Tem Hoffenberg stated that he does not believe that the informational signage meets the standards such as no other remedy.
- Commissioner Schwartz stated that with the informational signs it is not obvious to him that it is necessary.

There being no further questions or comments from the audience or the Commissioners, a motion was made by Commissioner Schwartz and seconded by Commissioner Finder that the Zoning Board of Appeals recommend to the Village Board APPROVAL of the application submitted with ZBA Case #604 for the maximum height of the wall signs.

Motion carried by a roll call vote (4/0/3).

AYE: Blentlinger, Finder, Schwartz and Hoffenberg.
NAY: None.
ABSENT: Brewin, Brenson, O'Connor

A second motion was made by Chairman Pro Tem Hoffenberg and seconded by Commissioner Finder that the Zoning Board of Appeals recommend to the Village Board DENIAL of the application for size limitation for on-site informational signs.

Motion to DENY carried by a roll call vote (4/0/3).

AYE: Blentlinger, Finder, Schwartz and Hoffenberg.

4-A.14

NAY: None.
ABSENT: Brewin, Brenson, O'Connor

Be it therefore resolved that the Zoning Board of Appeals recommend to the Village Board of Trustees approval of the variation from Paragraph 11-109E2 (Maximum Height of Signs Permitted) to allow business wall signs that exceeds twenty feet in maximum height located higher than the bottom of any second floor window and failed to recommend approval from variation from Subsection 11-106I (Maximum Size of On-Site Information Signs) at 405-415 W. Shawmut Avenue.

Respectfully submitted:

Zoning Board of Appeals of the
Village of La Grange

BY:



Jeffery Hoffenberg, Chairman Pro Tem

4-A.15

STAFF REPORT

CASE: ZBA #604 – LSC Development – 405 – 415 W. Shawmut – Maximum Height and Size of Signs

BACKGROUND

(Note: This Staff Report is solely based on information presented in the application and on a physical inspection of subject property and environs, and is not influenced by any other circumstance.)

LSC Development, the applicant, is the property manager of 405 – 415 W. Shawmut, former location of General Insulation Company within the I-1 light Industrial District. They are in the process of major renovations to the property in order to operate Life Storage, a public storage facility.

The applicant has requested relief for a total of five signs in three different categories: (1) business wall signs on the south and west elevations of the building that exceed maximum height of 20 feet and are located above the second floor windows; (2) two on-site informational signs, "Drive-In Storage Loading" located above the loading docks on the south and east elevations, exceeding three square feet, and (3) a ground sign exceeding the six-foot maximum height (proposed at 8 feet high) (See attached site plans and elevations).

A permit could not be issued for the proposed signage. In order to allow the proposed signage, the applicant seeks variations from the following Zoning Code provisions:

- (1) Paragraph 11-109E2, Maximum Height of Signs Permitted, allows *wall signs: maximum 15 feet, but in no event higher than the bottom of any second floor window*. Two proposed wall signage is 20 feet high and located above the second floor windows.
- (2) Subsection 11-106I, On-Site Informational Signs, states that "*such signs shall be limited to wall or ground signs of not more than three square feet in area.*" The proposed signs exceed three square feet; and
- (3) Paragraph 11-109E3, Maximum Height of Signs Permitted limits *ground signs to a maximum of six feet height*. The proposed monument sign would be 8 feet in height.

Subparagraph 14- 303E1 (g) (Authorized Variations) allows the variation of all sign regulations except the standards in Subsections 11-105A through K, O, and P of the Zoning Code. The requested variations fall within the authorized limits of the Zoning Code. Staff would suggest that the three types of signs might be considered separately.

VARIATION STANDARDS

In considering a variation, be guided by the General Standard as outlined in our Zoning Code that "*No variation shall be granted pursuant to this Section unless the petitioner shall establish that carrying out the strict letter of the provisions of this Code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth in this Subsection.*"

4-A.16

According to the applicant, the Village's Sign Code does not allow for consistency with its corporate branding. This use is located within an industrial district, as permitted by the Zoning Code, however, it is largely a commercial use and seeks additional visibility to attract customers to the facility. In addition, the applicant is concerned that customers would not be able to see the monument sign due to the five-foot landscape screening required by the Zoning Code. The proposed signage would meet Code requirements regarding type and setback.

Unique Physical Condition - *"The subject property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot."*

This property is unique in its location adjacent to the Indiana Harbor Belt Railroad. Also this is a commercial use in an industrial district. The subject property has a required 5-foot buffer, which, according to the applicant would partly block the monument sign from view. The applicant believes that the company logo is a key element in the business operations of Life Storage.

Not Self-Created - *"The aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this Code, for which no compensation was paid."*

The size of the wall sign will be compliant with the Village regulations. According to the applicant, the increase in the height of the sign is being requested to provide consistent corporate branding. Informational signage is being requested as a key to operation of the self storage facility.

Denied Substantial Rights - *"The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other lots subject to the same provision."*

According to the applicant it is difficult to see the signage due to the location of the building.

4-A.17

Not Merely Special Privilege - *"The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the use of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation."*

According to the applicant, the proposed signage would provide consistent corporate branding.

Code and Plan Purposes - *"The variation would not result in a use or development of the subject property that would be not in harmony with the general and specific purposes for which this Code and the provision from which a variation is sought were enacted or the general purpose and intent of the Official Comprehensive Plan."*

Regulation of signs is intended, in part, to create a more attractive economic and business climate within the office and commercial areas of the Village and to enable the public to locate goods, services, and facilities in the Village without confusion. According to the applicant, the proposed signage would enable customers to locate their business more easily. As proposed, the signage would not have an adverse affect on the surrounding area, which is an industrial district.

Essential Character of the Area - *"The variation would not result in a use or development on the subject property that:*

- a. *Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity; or*
- b. *Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or*
- c. *Would substantially increase congestion in the public streets due to traffic or parking; or*
- d. *Would unduly increase the danger of flood or fire; or*
- e. *Would unduly tax public utilities and facilitates in the area; or*
- f. *Would endanger the public health or safety."*

According to the applicant, the proposed signage complies with the above standards.

4-A.18

No Other Remedy - *"There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property."*

The applicant states that there is no other remedy than to ask for a variation. They have outlined other options that they considered in detail (See attached letter dated September 4, 2014).

- (1) Wall Signs – According to the applicant, as initially proposed, the signs were taller than allowable and had to be redesigned to meet the 5-foot tall standards. With the redesign of the sign, the applicant also changed the building by adding second floor windows. With this change, wall signs no longer fit below the new second floor window. Therefore, the location above the second floor window better fits the building. Another option for a wall sign on the west elevation would be above the garage doors.

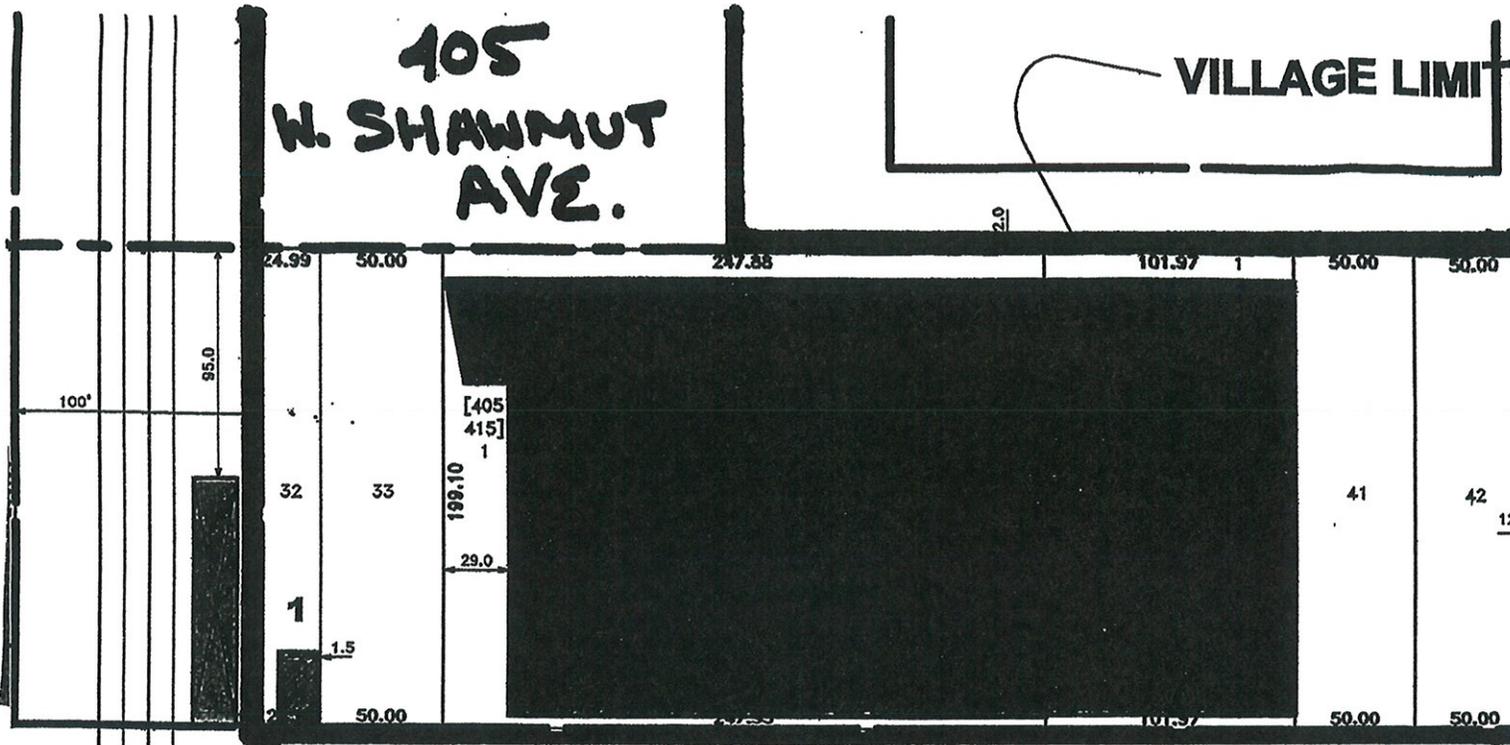
The applicant believes that the proposed locations provide the best visibility for this commercial use.

- (2) On-site informational signs – The applicant believes that the building size is larger than usual commercial facilities in La Grange. Therefore, the proposed sizes are visually compatible with the building length. As allowed, the signs are much too small in proportion to the building size.
- (3) Ground Monument Sign – According to the applicant the proposed size and location are the only option on the site.

One other option for approval of the proposed signage at this property would be reviewed by the Design Review Commission through the Village's Comprehensive Sign Plan process. (This process allows a commercial building owner or manager to prepare a plan and specifications that governs all of the signs on the building, now and in the future. The plan establishes specifications for location, type, size, height, colors, materials, and other sign features. The plans must satisfy a set of standards intended to avoid incompatible and inappropriate signs.) However, at this time, this process is only available for commercial properties. If the ZBA feels that the proposed signage does not meet the standards for variation, Commissioners could recommend that the Village amend the Zoning Code to include industrial properties under the Comprehensive Sign Plan process. Any amendment to the Zoning Code would require a public hearing and recommendation by the Plan Commission for the Village Board approval.

405
W. SHAWMUT
AVE.

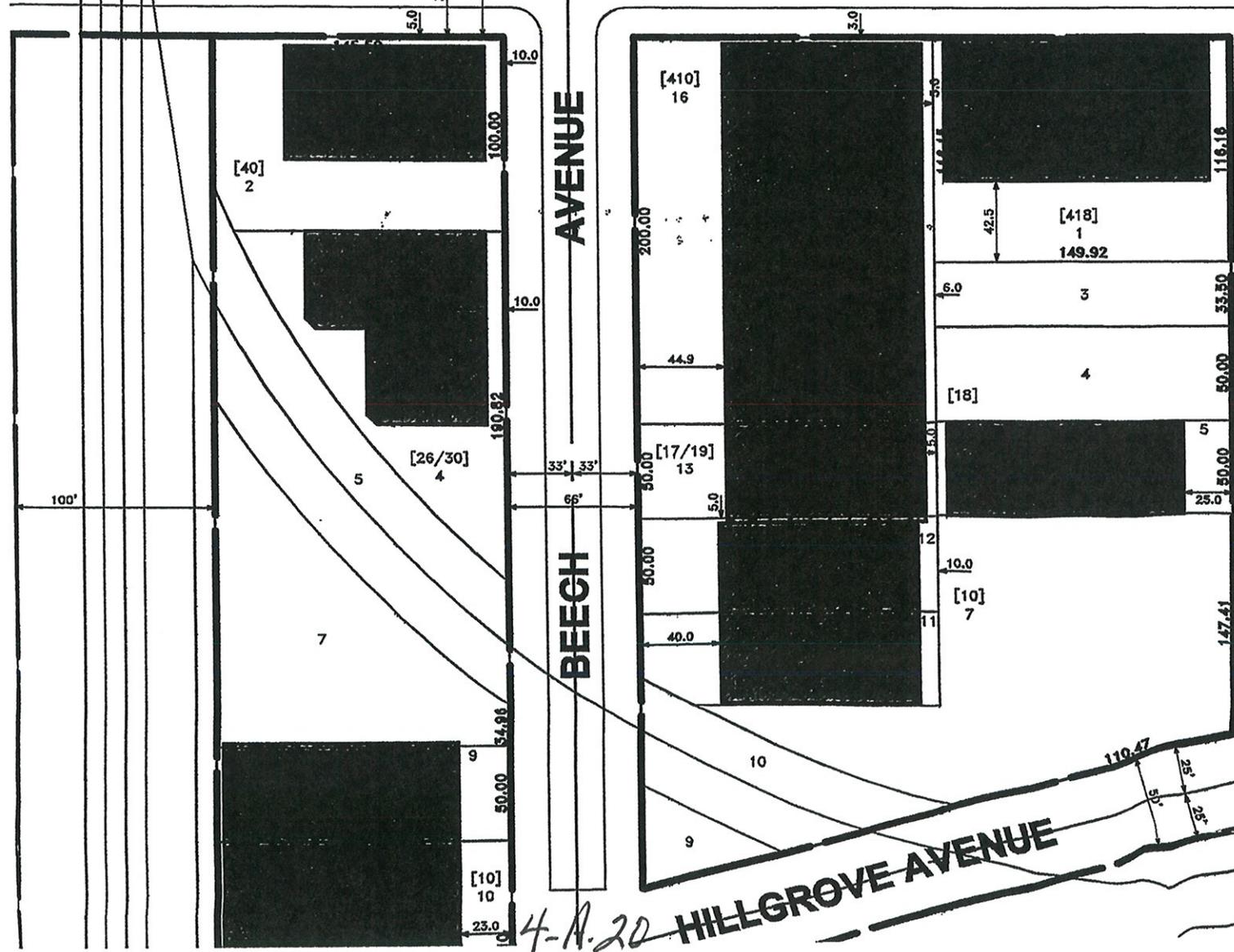
VILLAGE LIMIT



SHAWMUT

BEECH AVENUE

BEECH AVENUE

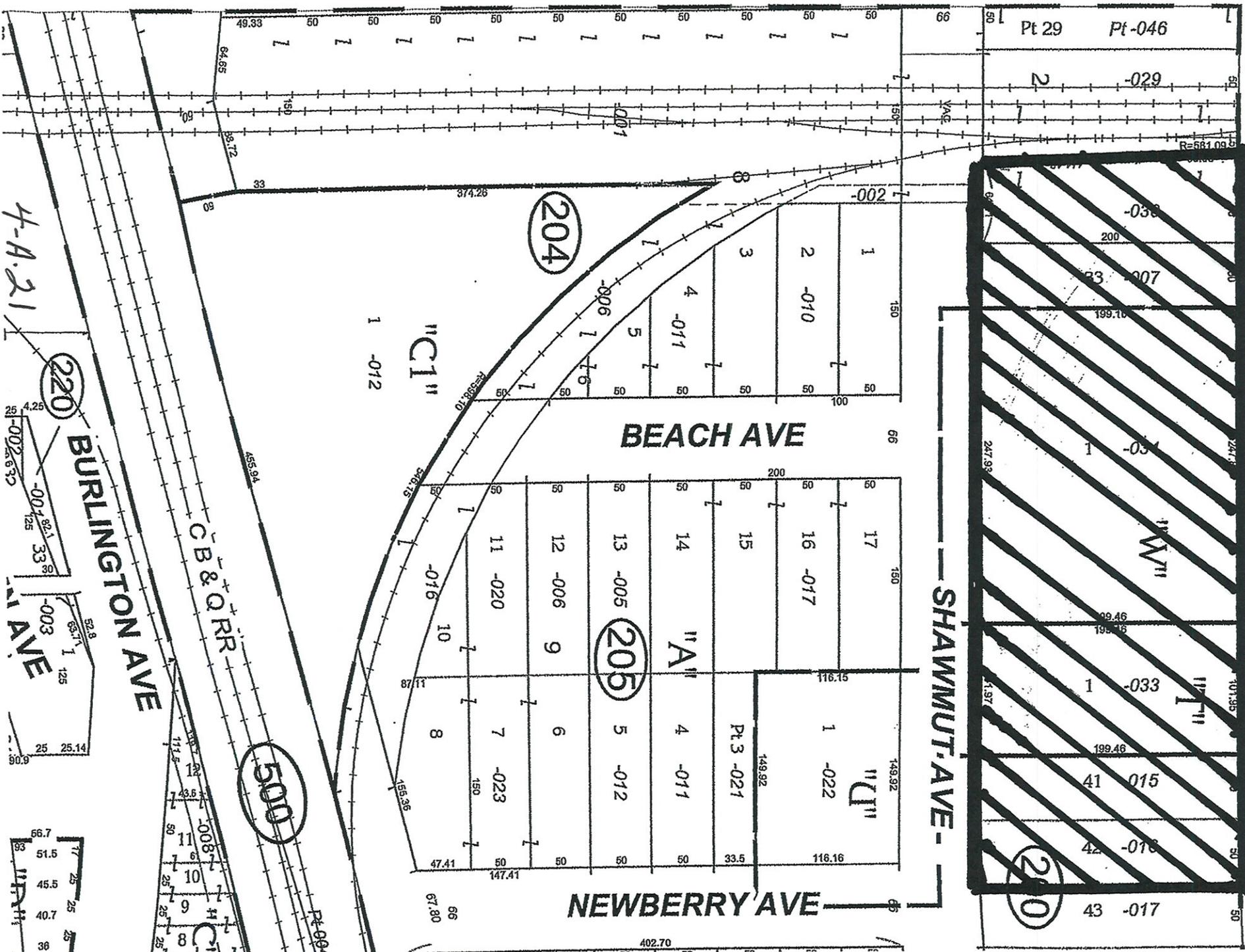


HILLGROVE AVENUE

4-A-20

HAZEL AVE

405 W. SHAWMUT AVE



4-A.21

220

204

205

200

500

220

25

66.7

51.5

45.5

40.7

36

BURLINGTON AVE

C B & Q R R

BEACH AVE

NEWBERRY AVE

SHAWMUT AVE

Pt 29 Pt-046

2 -029

-002

2 -010

4 -011

5 -016

1 -012

"C1"

17 16 -017 15 14 13 -005 12 -006 11 -020 10 -016 9 8 7 -023 6 5 -012 4 -011 3 2 1 -022

"A"

"Q"

Pt 3 -021

-038 200 -007 199.16

1 -031

1 -033 99.46 199.46

41 015 42 -018 199.46

43 -017

R=581.095

402.70

APPLICATION FOR ZONING VARIATION

Application # 604
Date Filed: 9/16/11
UARCO # 379

TO THE PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF LA GRANGE, ILLINOIS

(please type or print)

Application is hereby made by

Address: 405-415 SHAWMUT AVE. Phone: 847-381-1911

Owner of property located at: LAGRANGE, IL

Permanent Real Estate Index No: 18-04-200-034-0000, 18-04-200-030-0000, 18-04-200-016-0000, 18-04-200-015-0000, 18-04-200-007-0000, 15-33-418-006-0000, 15-33-418-005-0000, 15-33-414-045-0000

Present Zoning Classification: _____ Present Use: _____

Ordinance Provision for Variation from Article # XI of Zoning Ordinance, to wit: SIGNS

A. **Minimum Variation** of Zoning requirement necessary to permit the proposed use, construction, or development:

405-415 SHAWMUT AVE.
LIFE STORAGE REDEVELOPMENT / SIGNAGE

B. **The purpose** therefor,

VARIANCE FOR PLACEMENT AND SIZE OF SIGNAGE

C. **The specific feature(s)** of the proposed use, construction, or development that require a variation:

- 1, 2. SOUTH & WEST ELEVATION SIGN
- 3, 4. SOUTH ELEVATION (ON-SITE INFORMATIONAL SIGNS)
5. GROUND MONUMENT SIGN

NOTE: SEE ENCLOSED DRAWINGS

4-A.22

PLAT OF SURVEY must be submitted with application. The plat should show any existing buildings on the petitioned property as well as any existing buildings on property immediately adjacent. It should also show any proposed new construction in connection with the variation, including landscaping, fencing, etc.

A visual proposal depicting the final plan, including but not limited to detailed renderings and/or plans of what is intended to be built.

1. General Standard. The Petitioner must list below **FACTS AND REASONS** substantially supporting **each** of the following conclusions or the petition for variation cannot be granted. (if necessary, use additional page)

a. State **practical difficulty** or **particular hardship** created for you in carrying out the strict letter of the zoning regulations, _____ to _____ wit:

Signage does not allow for consistent corporate branding.

b. A reasonable return or use of your property is not possible under the existing regulations, because:

Low exposure low reasonable review.

c. Your situation is unique (not applicable to other properties within that zoning district or area) in the following respect(s):

Although storage is an allowed industrial use, self-storage is primarily a retail business requiring exposure. Other industrial uses are not retail.

2. Unique Physical Condition. The subject property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.

-5' landscape buffer has been provided per landscape regulations. Monument sign should be in the landscape buffer, not behind it.

4-A.23

-Logo is key to the business operations of Life Storage. Text will comply with village regulations. Seeing variance to have proportionate logo.

3. Not Self-Created. The aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this Code, for which no compensation was paid

-Area of the wall sign is compliant.

-Height of the wall sign is requested to provide consistent corporate branding.

-Area of directional signs is key to operation of the facility for the user clarity.

4. Denied Substantial Rights. The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

Logo size is key to business operations.

5. Not Merely Special Privilege. The alleged hardship or difficulty is not merely inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the use of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation.

This is not a special privilege. Simply asking for an increase in sign height to allow or consistent corporate branding.

6. Code and Plan Purposes. The variation would not result in a use or development of the subject property that would be not in harmony with the general and specific purposes for which this Code and the provision from which a variation is sought were enacted or the general purpose and intent of the Official Comprehensive Plan.

This would not have an adverse affect on the surrounding area. The project would be in harmony with the surrounding uses. The project will still meet the intent of the comprehensive plan.

7. Essential Character of the Area. The variation would not result in a use or development on the subject property that:

- (a) The development would not be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity; or

4-A.24

- (b) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or
- (c) The development would not be substantially increase congestion in the public streets due to traffic or parking; or
- (d) The development would not be unduly increase the danger of flood or fire; or
- (e) The development would not be Would unduly tax public utilities and facilities in the area; or
- (f) The development would not be endanger the public health or safety.

8. No Other Remedy. There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.

There is no other remedy than to ask for a variation.

4-A.25

7. Essential Character of the Area. The variation would not result in a use or development on the subject property that:

- (a) Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity; or
- (b) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or
- (c) Would substantially increase congestion in the public streets due to traffic or parking; or
- (d) Would unduly increase the danger of flood or fire; or
- (e) Would unduly tax public utilities and facilities in the area; or
- (f) Would endanger the public health or safety.

8. No Other Remedy. There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.

* * *

NOTICE: This application must be filed with the office of the Community Development Director, accompanied by necessary data called for above and the required filing fee of Five Hundred Dollars (\$500.00).

The applicant must submit seventeen (17) 11 x 17 or 8 ½ x 11 copies of any drawings, plats of survey, etc., required for this application a minimum of thirty days in advance of the public hearing date.

If possible, please submit electronic copies of plans.

The above minimum fee shall be payable at the time of the filing of such request. It is also understood that the applicant shall reimburse the Village any additional costs over and above these minimums, which are incurred by the Village, including but not limited to the following:

- (a) Legal Publication (direct cost);
- (b) Recording Secretarial Services (direct cost);
- (c) Court Reporter (direct cost);
- (d) Administrative Review and Preparation (hourly salary times a multiplier sufficient to recover 100 percent of the direct and indirect cost of such service);

4-A.26

- (e) Document Preparation and Review (hourly salary times a multiplier sufficient to recover 100 percent of the direct and indirect cost of such service);
- (f) Professional and Technical Consultant Services (direct cost);
- (g) Legal Review, Consultation, and Advice (direct cost);
- (h) Copy Reproduction (direct cost); and
- (i) Document Recordation (direct cost); and
- (j) Postage Costs (direct cost).

Such additional costs shall be paid by the applicant prior to the Board of Trustees making a decision regarding the request.

I, the undersigned, do hereby certify that I am the owner, or contract purchaser (**Evidence of title or other interest you have in the subject property, date of acquisition of such interest, and the specific nature of such interest must be submitted with application.**) and do hereby certify that the above statements are true and correct to the best of my knowledge.

(Signature of Owner or Contract Purchaser)

(Address)

[Handwritten Signature]

777 LAKE ZURICH RD # 200

(City)

(State)

(Zip Code)

BARRINGTON

IL

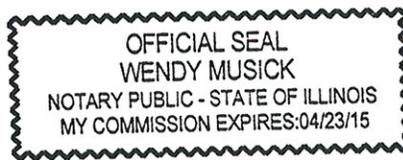
60010

Subscribed and sworn to before me this 12th day of September, 20 14.

[Handwritten Signature: Wendy Musick]

(Notary Public)

(Seal)



Enclosures:

4-A-27



LSC Development

September 4, 2014

Mr. Patrick Benjamin
Village of La Grange
55 S. Lagrange Road
La Grange, IL 60525

Re: Zoning Variation/Signage
405-15 Shawmut Avenue

1. **South and West Elevation Logo Signs – Signs 1 and 2** (Wall Signs Section 11-104 and 11-109)
 - a. The initial proposed signs were rejected due to the size (proposed: approx. 13'x16' versus allowed: 5'tall)
 - b. The corner elevation was redesigned to accommodate the permitted 5' tall horizontal logo. This required an addition of the 2nd story window since the new allowed sign would not be in proportion to the corner detail.
 - c. The top of the new 2nd story window is 18'-8" above ground and lines up with existing windows to make them visually appealing. We are asking for a parapet wall to be 26'-8" which will allow for the 5' logo above the second story window. The bottom of the sign will be at 20'-2" above the ground.
 - d. The LifeStorage Logo is a very important element both for the business and branding aspect and it is a key element to identify the building as LifeStorage.

2. **South Elevation – Signs 3 and 4** (On-Site Informational Sign Section 11-106, Paragraph 17)
 - a. The two proposed signs we rejected due to the size restrictions (proposed sign are approx.: 51 SF (Sign 3) and 17.5 SF (Sign 4); allowed signs: not to exceed 3 SF)
 - b. The span of the overhead door is about 40 feet in length (Sign 3) and 22 feet (Sign 4) and visually those areas require larger signs.
 - c. The south property line along Shawmut Ave is 564' long and it requires the identification on the building. We feel that these signs are important to the functionality of the building and are needed to have a visually pleasing exterior.

3. **Ground Monument Sign – Sign 5** (Setback Section 11-109, Paragraph G)
 - a. The monument sign was not proposed prior to this request.
 - b. The sign will be parallel to Shawmut Ave and have only one face.
 - c. We would like to propose the sign at the southwest corner of the property, about 80 feet away from the west property line and 5' away from the south property line. We would like to ask for a variance on the setback distance. The reason for that is there is no other adequate place to locate the sign. We cannot use the space in front of the building along Shawmut Ave. since the building itself is 5' away from the property line.

4-A.28



LSC Development

- d. Having the sign set back too far would make it hardly visible to the traffic along Shawmut Ave.
- e. The sign will still be set back 27 feet from the curb - see enclosed site plan.
- f. This sign is imperative for the nature of the business (displays what the nature of the business is, i.e. self storage, office suites) and the contact phone number which is not displayed anywhere on the building due to the limitation on the amount of signage.
- g. We also ask for a variance on the size of the ground sign. To display the amount of information mentioned above we will need the sign to be taller (about 8 FT tall).
- h. The sign will have only one face and it will not obstruct anything behind it (there will be PODS units behind).

We have planned much needed improvements to the exterior of the building implementing various materials to emphasize the brand. The main retail office entrance is going to be wrapped up in black architectural metal panels. The rest of the building will receive the light grey and dark grey metal paneling application with green awning accents to achieve the cohesive look as well as to bring the elements of LifeStorage brand. Part of the design is signage (green and white on black background). The LifeStorage logo has always been emphasized in this manner. Colors are as important here as the size is.

The property line along the Shawmut Ave. spans 564 feet and the address range from 405-415. The signs allowed should be appropriate to the size of the building.

Please reconsider and review our proposed signage with the look of the entire building in mind and all the improvements that we are making to it.

Sincerely,

LSC Development, LLC

4-A.29

By signing the **Customer Acceptance** on this print, I understand that I am accepting all aspects of this drawing. **X**
This includes Artwork, Specifications, Dimensions, Spelling, and all other representations herein.
I also understand that color reproductions on this print are approximate, and may not match manufacturers samples exactly.

Customer Acceptance SIGNATURE _____ DATE _____

X

IF REQUIRED: Landlord Acceptance SIGNATURE _____ DATE _____



L.S.G. SALES INITIALS _____ DATE _____



7424 Industrial Avenue
Chesterton, IN 46304
phone 219.762.9577
fax 219.762.4259
www.landmarksign.com

PRINT #
SO-21642-1

SHAUN O'BRIEN
LSG SALES REPRESENTATIVE

04.02.14
DATE

LIFE STORAGE

CLIENT NAME

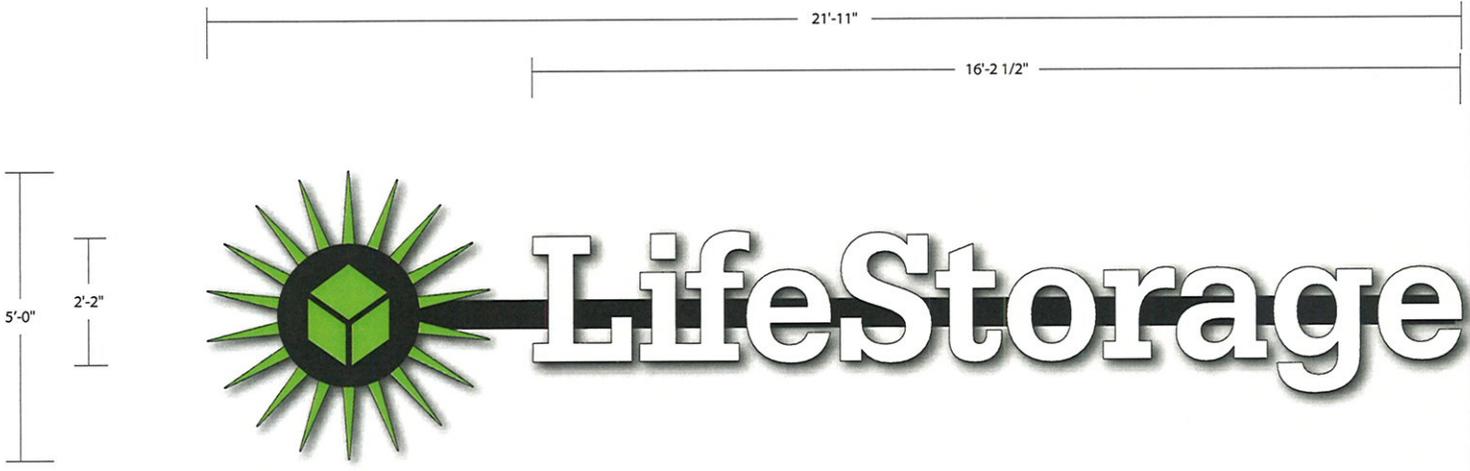
405 W. SHOWMUT AVE.
LaGRANGE, IL
JOB LOCATION

JM 1/2" = 1'-0"

DRAWN BY SCALE

- REVISIONS:
1. revised dwg 5-20-14 so
 2. change elevation / switch to 5' logo set 08-08-14 JL

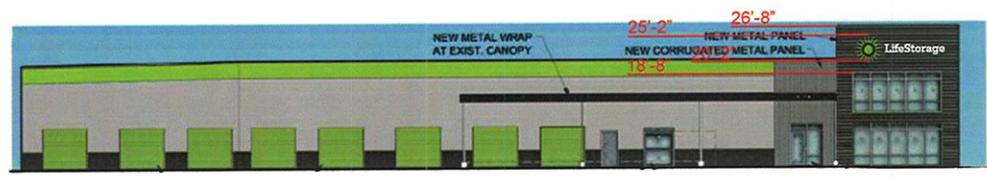
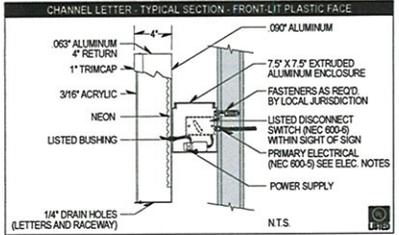
4-11-30



▶ ONE SET OF EACH/ PLEX FACE CHANNEL LETTERS & LOGO/ INTERNALLY ILLUMINATED WITH LEDs/
REMOTE TRANSFORMERS/ RACEWAY MOUNTED TO BRICK BUILDING FASCIA/

● LOGO FACE = WHITE ACRYLIC with APPLIED 3M 230-106 TRANS APPLE GREEN
& 3630-22 BLACK VINYL

- LETTER FACES = MILK WHITE PLEX
- TRIMCAP = 1" BLACK
- RETURNS = MAP BLACK
- ILLUMINATION = WHITE LEDs
- RACEWAY = MAP BLACK



WEST ELEVATION - NTS

Designed for 110 Volts
Electrical Connection will be Visible within 5 Ft. at time of Installation;
Second Trip will be Charged at Time & Material

THIS DRAWING IS THE PROPERTY OF LANDMARK SIGN GROUP, INC.
NO REPRODUCTIONS OR EXHIBITIONS ARE PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF LANDMARK SIGN GROUP, INC.
AN ASSESSMENT OF UP TO \$2,500.00 WILL BE CHARGED FOR ANY MISUSE OF THIS DRAWING.

By signing the **Customer Acceptance** on this print, I understand that I am accepting all aspects of this drawing. **X**
This includes Artwork, Specifications, Dimensions, Spelling, and all other representations herein.
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DATE

X

IF REQUIRED: Landlord Acceptance SIGNATURE

DATE



L.S.G. SALES INITIALS

DATE



7424 Industrial Avenue
Chesterton, IN 46304
phone 219.762.9577
fax 219.762.4259
www.landmarksign.com

PRINT #
SO-21642-7

SHAUN O'BRIEN
LSG SALES REPRESENTATIVE

05.08.14
DATE

LIFE STORAGE

CLIENT NAME

405 W. SHOWMUT AVE.
LaGRANGE, IL
JOB LOCATION

so 1/2" = 1'-0"

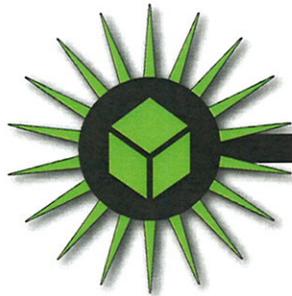
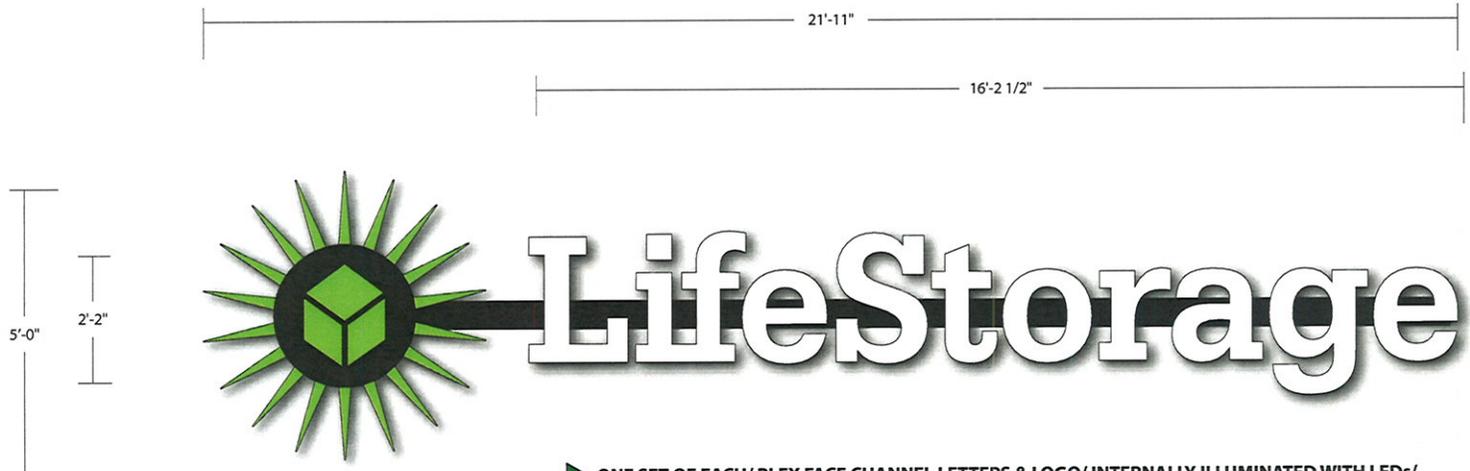
DRAWN BY **SCALE**

REVISIONS:
1. change elevation
08-08-14 JL

Designed for 110 Volts
Electrical Connection will be Visible within 5 Ft. at time of Installation;
Second Trip will be Charged at Time & Material

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4-A-31



LifeStorage

▶ **ONE SET OF EACH/ PLEX FACE CHANNEL LETTERS & LOGO/ INTERNALLY ILLUMINATED WITH LEDs/ REMOTE TRANSFORMERS/ RACEWAY MOUNTED TO BRICK BUILDING FASCIA/**

- **LOGO FACE** = WHITE ACRYLIC with APPLIED 3M 230-106 TRANS APPLE GREEN & 3630-22 BLACK VINYL
- LETTER FACES** = MILK WHITE PLEX
- TRIMCAP** = 1" BLACK
- RETURNS** = MAP BLACK
- ILLUMINATION** = WHITE LEDs
- RACEWAY** = MAP BLACK

26'-8"
25'-2"
20'-2"
18'-8"



PARTIAL SOUTH ELEVATION - NTS

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Customer Acceptance SIGNATURE

DATE

X

IF REQUIRED: Landlord Acceptance SIGNATURE

DATE



L.S.G. SALES INITIALS

DATE



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Chesterton, IN 46304
phone 219.762.9577
fax 219.762.4259
www.landmarksign.com

PRINT #
SO-21642-3B

SHAUN O'BRIEN
LSG SALES REPRESENTATIVE

04.02.14
DATE

LIFE STORAGE

CLIENT NAME

405 W. SHOWMUT AVE.
LaGRANGE, IL
JOB LOCATION

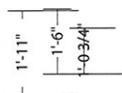
JM 3/8" = 1'-0"

DRAWN BY SCALE

REVISIONS:
1. removed self storage 5-19 so
2. add new elevation 08-08-14 JL

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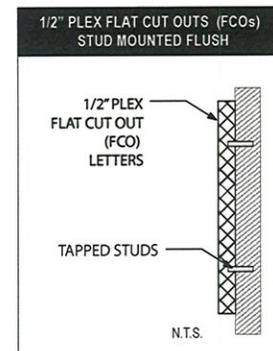
26'-8 3/8"



Drive-In Storage Loading

51.2 SQ FT

- ▶ ONE (1) SET OF NON ILLUMINATED 1/2" PLEX FCO LETTERS/ EXT PAINTED/ STUD MOUNTED FLUSH TO BUILDING FASCIA
- LETTER FACES & 1/2" RETURNS = MAP WHITE



4-4.32



PARTIAL SOUTH ELEVATION - NTS

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I also understand that color reproductions on this print are approximate, and may not match manufacturers samples exactly.

Customer Acceptance SIGNATURE

DATE

X
IF REQUIRED: Landlord Acceptance SIGNATURE

DATE

L.S.G. SALES INITIALS

DATE



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Chesterton, IN 46304
phone 219.762.9577
fax 219.762.4259
www.landmarksign.com

PRINT #
SO-21642-5B

SHAUN O'BRIEN
LSC SALES REPRESENTATIVE

04.02.14
DATE

LIFE STORAGE

CLIENT NAME

405 W. SHOWMUT AVE.
LaGRANGE, IL
JOB LOCATION

JM 1/2" = 1'-0"

DRAWN BY **SCALE**

- REVISIONS:**
- 1. chgd layout
5-20-14 SO
 - 2. rev size
9-15-14 so

Designed for 110 Volts
Electrical Connection will be Visible within 5 Ft. at time of Installation;
Second Trip will be Charged at Time & Material

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17'-8"

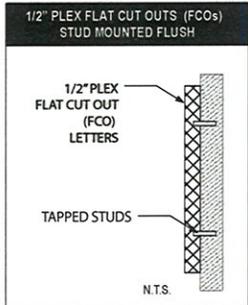
11 3/4"

Drive-In Storage Loading

17.5 SQ FT

- ▶ **ONE (1) SET OF NON ILLUMINATED 1/2" PLEX FCO LETTERS/ EXT PAINTED/ STUD MOUNTED FLUSH TO BUILDING FASCIA**
- **LETTER FACES & 1/2" RETURNS = MAP BLACK**

4-4.33



PARTIAL SOUTH ELEVATION

By signing the **Customer Acceptance** on this print, I understand that I am accepting all aspects of this drawing. **X**
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I also understand that color reproductions on this print are approximate, and may not match manufacturers samples exactly.

Customer Acceptance SIGNATURE

DATE

X

IF REQUIRED: Landlord Acceptance SIGNATURE

DATE



L.S.G. SALES INITIALS

DATE



7424 Industrial Avenue
Chesterton, IN 46304
phone 219.762.9577
fax 219.762.4259
www.landmarksign.com

PRINT #
SO-21642-6

SHAUN O'BRIEN
LSC SALES REPRESENTATIVE

04.25.14
DATE

LIFE STORAGE

CLIENT NAME

405 W. SHOWMUT AVE.
LaGRANGE, IL
JOB LOCATION

JM 1/2" = 1'-0"

DRAWN BY SCALE

REVISIONS:
1. CHANGE SIZE AND
ADD COPY
09.11.14 JL



Front View 1/2" = 1'-0"

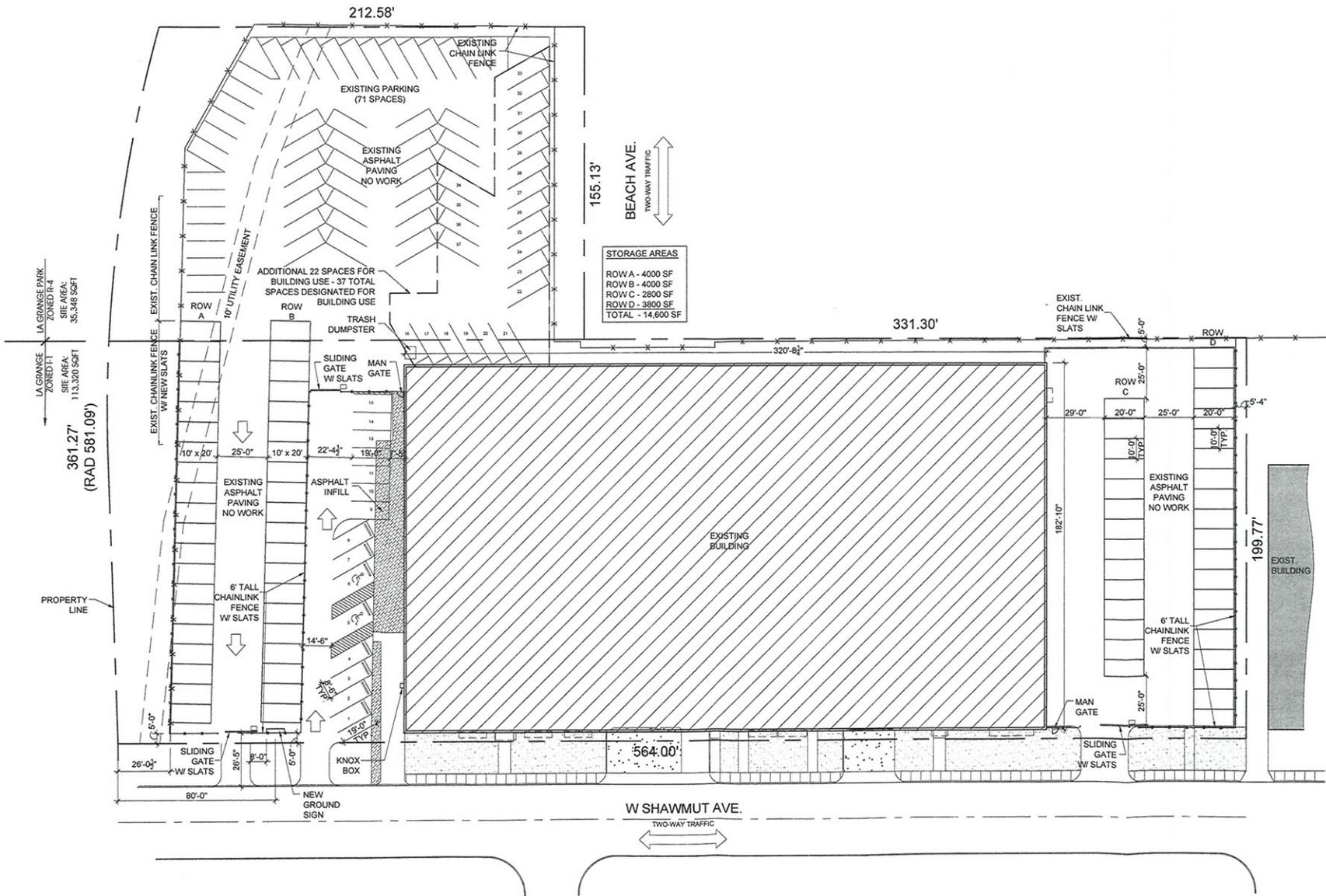
Side View 1/2" = 1'-0"

- ▶ ONE DOUBLE FACE INTERNALLY ILLUMINATED SIGN/
ROUTED ALUCOBOND FACES BACKED WITH PLEX
- SIGNCASE & BKGD = MAP BLACK
- LOGO = WHITE PLEX with APPLIED 3M 3630-106 TRANS BRILLIANT GREEN VINYL
- COPY = WHITE PLEX
- REVEAL = MAP TO MATCH BRILLIANT (APPLE) GREEN VINYL
- POLE COVER = MAP BLACK

4-A.34

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4-A.35



NO.	DATE	ISSUE DESCRIPTION
6	05-12-14	SIGNAGE VARIANCE
5	05-16-14	ISSUE FOR SPECIAL USE PERMIT
4	05-12-14	ISSUE FOR SPECIAL USE PERMIT
4	04-03-14	ISSUE FOR PERMIT CORRECTION
3	02-26-14	ISSUE FOR PERMIT
2	02-06-14	ISSUE FOR 90% CD CHECK SET
1	01-10-14	DESIGN DEVELOPMENT REVIEW

**SULLIVAN
COULTE
& WILSON**
ARCHITECTS
444 N. MICHIGAN AVENUE
SUITE 1850
CHICAGO, IL 60611
Ph. 312.988.7412
Fa. 312.988.7409
www.sjwarch.com

**405
W. SHAWMUT
AVE.**

LA GRANGE, ILLINOIS 60525

SITE PLAN

NORTH
A0-1

1 SITE PLAN
SCALE: 3/4" = 1'-0"

VILLAGE OF LA GRANGE
Administrative Offices

BOARD REPORT

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

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

DATE: November 10, 2014

RE: **ORDINANCE - CREATING AN ADDITIONAL CLASS A-2 LIQUOR
LICENSE, RUN AROUND SUE, INC. d/b/a ADELE'S FRONT
ROOM, 13 S. LA GRANGE ROAD**

The Village recently received an application for a Class A-2 liquor license from Run Around Sue, Inc. d/b/a Adele's Front Room, to be located at 13 S. La Grange Road. A Class A-2 Restaurant License authorizes the licensee to sell at retail and serve alcoholic liquor for consumption in the restaurant's dining area in conjunction with a meal and also in a bar or lounge area of the licensed premises. As one control on the dispensing of alcohol, applicants and licensees of a Class A-2 must prove to the satisfaction of the Village that more than 60 percent of the gross annual revenue of the dining establishment has resulted from the sale of food. Alcoholic liquor may be served at either the bar and lounge area or in the general seating area. This license also authorizes the licensee to allow customers to carry in their own beer and wine to be consumed within the licensed premises, but only in conjunction with the service of a meal.

The Liquor Commission met on Monday, October 27, 2014 to review the application submitted by Run Around Sue, Inc. d/b/a Adele's Front Room. Prior to that meeting, the Village had conducted a background investigation of the owner and store manager which did not produce any information which would preclude the issuance of a liquor license. The Liquor Commission recommended that the Village Board create a Class A-2 license and that the Liquor Commissioner grant that new license to Run Around Sue, Inc. d/b/a Adele's Front Room, to be located at 13 S. La Grange Road contingent upon receipt of an acceptable insurance certificate. (A copy of the minutes from that meeting is attached.)

Attached for your consideration is a proposed ordinance creating an additional Class A-2 liquor license. Also attached is the list of current liquor license holders by classification.

We recommend that the ordinance be approved.

4-B

VILLAGE OF LA GRANGE

ORDINANCE NO. O-14- _____

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

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

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

WHEREAS, the Village received an application for a Class A-2 license from Run Around Sue, Inc. d/b/a Adele's Front Room at 13 S. La Grange Road; and

WHEREAS, the La Grange Liquor Commission has recommended creation of a new Class A-2 license, and the La Grange Liquor Commissioner has indicated his intention to grant a Class A-2 license for the Run Around Sue, Inc. d/b/a Adele's Front Room if the Board of Trustees creates that license; and

WHEREAS, the President and the Board of Trustees have determined that it is in the best interests of the Village that a new Class A-2 license be created for the Run Around Sue, Inc. d/b/a Adele's Front Room;

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

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

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

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

4-B.1

PASSED this 10th day of November, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 10th day of November, 2014.

Thomas E. Livingston, Village President

ATTEST:

John Burns, Village Clerk

4-B.2

LA GRANGE LIQUOR COMMISSION
SPECIAL MEETING

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

Monday, October 27, 2014 – 6:30 p.m.

MINUTES

1. Call to Order and Roll Call

The special meeting of the La Grange Liquor Commission was called to order at 6:38 p.m. by Liquor Commissioner Tom Livingston.

Present and constituting a quorum were Liquor Commissioner Tom Livingston, Commissioner Mark Langan and Commissioner Mark Kuchler

Absent: None

Also present: Assistant Village Manager Andrianna Peterson, Community Development Director Patrick Benjamin and Jane Michaels, Doings Newspaper

2. Approval of the Minutes

It was moved by Commissioner Kuchler and seconded by Commissioner Langan to approve the minutes of June 23, 2014, as submitted. The motion carried on a voice vote.

3. Liquor License Request – Raheel & Reyna Corp. d/b/a 7-Eleven.

Commissioner Livingston introduced the applicants and Commission members. Individuals representing the applicants included Mr. Marcello Reyes, 7-11 Field Consultant; Ambalal Patel and Vishnu Patel, Store Managers; and Sue Swanson, licensing consultant. Assistant Village Manager Andrianna Peterson introduced the application from 7-Eleven and noted that although 7-11 has held a liquor license for many years, Raheel & Reyna Corp. is a new franchisee.

Commissioner Langan noted the central location of the 7-11 store and its popularity in the community.

Commissioner Kuchler inquired about Mr. Ambalal Patel's previous experience and the amount of time he plans to spend at the La Grange store. Mr. Patel indicated he has been a 7-11 franchisee owner for ten years in Chicago and Northbrook. He stated that he strictly follows the 7-11 fundamentals for customer care and takes the sales of liquor rules and regulations very seriously. He expects to spend the majority of his time at the La Grange store.

4-B.3

Commissioner Kuchler asked Mr. Patel why he chose La Grange to expand his franchises. Mr. Patel noted that he had looked at several opportunities but chose the La Grange location because of the community's reputation; high traffic levels and his interest in increasing sales.

Commissioner Livingston expressed his appreciation of 7-Eleven's continued investment in the Village.

It was moved by Commissioner Kuchler and seconded by Commissioner Langan that the Liquor Commission recommend (a) that the Village Board of Trustees create one new Class B Liquor License and (b) that the Liquor Commissioner issue that license to the new franchise owner of 7-Eleven at 6 East 47th Street.

Commissioner Livingston stated that the recommendation would be made to the Village Board at its next regularly scheduled meeting on November 10, 2014. Ms. Swanson noted that the corporate ownership is looking to turn the store over to the new franchise owner on November 18.

4. Liquor License Request – Run Around Sue, Inc. d/b/a Adele's Front Room

Commissioner Livingston introduced those present and asked Assistant Village Manager Peterson to summarize the application. Applicants present include Brian Carroll, President; Anna Parker, Store Manager; and Edward Hrebic, Financial Advisor.

Commissioner Livingston noted his appreciation to Mr. Carroll for investing in La Grange.

Commissioner Langan inquired why Mr. Carroll chose La Grange and asked for more information regarding his restaurant concept. Mr. Carroll indicated that he is familiar with La Grange and felt it was a good fit to open a new restaurant. He is a local resident and has a business in a local community. The business concept is a tribute to his grandmother who played the piano at family gatherings in an atmosphere which included food and camaraderie.

Commissioner Kuchler asked the applicant how the proposed "speakeasy" concept will be different from his existing location. Mr. Carroll noted that his current location is an Irish pub theme serving traditional pub food. Adele's menu will be eclectic with a focus on small plates.

Commissioner Kuchler inquired how the 60% food sales requirement would be met, particularly because there are no immediate plans to offer lunch. Mr. Carroll indicated that his initial goal is to "do it right" focusing on providing well prepared food. The plan is to eventually open for lunch.

Commissioner Livingston inquired about an opening date. Mr. Carroll is hoping to open as soon as possible. He has a pending application before the DRC for façade work. He indicated that he feels strongly that he wants to get the aesthetics right, but food quality must be the priority. He still has the build-out of the space to complete, which will be family friendly.

4-B.5

It was moved by Commissioner Langan and seconded by Commissioner Kuchler that the Liquor Commission recommend (a) that the Village Board of Trustees create one new Class A-2 Liquor License and (b) that the Liquor Commissioner issue the license to Adele's Front Room at 13 S. La Grange Road.

5. Other Business

Discussion ensued regarding a request from Trader Joe's to amend the code to allow for the sale of spirits as well as a proposed new brewery classification. As the current liquor code does not address these types of liquor licenses, Ms. Peterson noted amendment to the liquor code would be required. Commissioners provided direction to staff to perform research on both matters. Due to time constraints it was determined to continue discussion on these and other proposed liquor code amendments to November 10, 2014 at 6:45 p.m.

6. Adjournment

It was moved by Commissioner Langan and seconded by Commissioner Kuchler that the meeting of the Liquor Commission be adjourned. The motion carried on a voice vote and the meeting was adjourned at 7:25 p.m.

Submitted by:
Andrianna Peterson
Assistant Village Manager

Date Approved:

4-B.6

LIQUOR LICENSE HOLDERS - 2014-15

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

Class A-1 (\$500)

Restaurant License serving beer and wine only, providing that more than 60% of the revenue is from the sale of food; allows consumption of bring-your-own.

Antonino's	701 West Hillgrove Avenue
Armand's Pizzeria	26 S. La Grange Road
Back Alley Burger	1 S. La Grange Road
Fireside Wood Fired Pizza	18 W. Harris Avenue
Grapevine	9 West Hillgrove Avenue
Noodles & Company	1 East Burlington Avenue
Q Barbeque	70 S. La Grange Road
Smashburger	1 N. La Grange Road, #A
Sushi House	120 B West Calendar
Wild Monk	88 S. La Grange Road
Yau's Place	110 W. Burlington

Class A-2 (\$2,000)

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

Al's Char House	32 South La Grange Road
Aurelio's Pizza	11 W. Calendar Avenue
Bacino's	36 South La Grange Road
Casa Margarita	32 South La Grange Road
Chequers	100 West Burlington Avenue
Francesca's	75 South La Grange Road
Kama Indian Bistro	9 South La Grange Road
Lucca's Pizzeria	106 - 108 West Burlington Avenue
Magic Wok	23 West Harris Avenue
La Buona Vita	15 W. Calendar Avenue
Nicksons	30 S. La Grange Road
Palmer Place	56 South La Grange Road
Santiago's Mexican Cocina	22 W. Calendar Avenue
Thipi Thai	25 West Calendar Avenue
Woow Sushi	33 S. La Grange Road

Class A-3 (\$1,250)

Restaurant License selling a full-line of alcoholic beverages but includes only a service bar, providing that more than 60% of the revenue is from the sale of food; allows consumption of bring-your-own.

Chipotle Mexican Grill, Inc.	40 N. North La Grange Road
Omai	50A South La Grange Road
Prasino	93 South La Grange Road

Class B (\$500)

General retail sales of beer and wine incidental to other sales.

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

4-B.7

<u>Class C-1</u> (\$1,000)	<u>Food boutique allows sales of wine in its original package & sales of wine by the glass; providing that more than 50% of the revenue is from the sale of goods other than liquor.</u> None
<u>Class C-2</u> (\$1,000)	<u>Wine boutique allows sales of wine and beer in its original package & sales of wine by the glass.</u> Vino e Birra, Inc. 18 W. Burlington Avenue
<u>Class C-3</u> (\$500)	<u>Retail cabaret for a retail store that also has a cabaret limited to four events per month; providing that more than 50% of the revenue is from the sale of goods other than liquor.</u> None
<u>Class C-4</u> (\$500)	<u>Movie theater allows sales and service of alcoholic beverages at public or private events; providing that more than 50% of the revenue is from the sale of goods other than liquor.</u> None
<u>Class D-1</u> (\$150)	<u>Tasting license grocery store (must hold a Class B general retail sales).</u> Trader Joe's 25 N. La Grange Road
<u>Class D-2</u> (\$150)	<u>Tasting license retail store (must hold a Class B general retail sales).</u> None
<u>Class D-3</u> (\$150)	<u>Tasting and Wine Club Event (must hold a Class A-1, A-2, or A-3 Restaurant)</u> Bacino's 36 South La Grange Road
<u>Class F-1</u> (\$500)	<u>Fraternal club allows sales and service of alcoholic beverages and bring-your-own beer and wine.</u> American Legion 900 South La Grange Road
<u>Class F-2</u> (\$100)	<u>Private membership organization authorizes only service of alcoholic beverages and bring-your-own beer and wine at private events; limited to 4 private events in a calendar year, excluding bring-your-own events.</u> La Grange Field Club 1314 W. 47 th Street
<u>Class G-1</u> (\$500)	<u>General caterer license authorizes the service of alcohol as a part of a catering business that maintains a business facility within the Village providing that more than 60% of the revenue is from the sale of food.</u> La Belle Gourmet, Ltd. 14 - 16 West Calendar Avenue Palmer Place 56 South La Grange Road La Buona Vita 15 W. Calendar Avenue
<u>Class H</u> (\$250)	<u>Bring your own beer and wine restaurants (without Class A License).</u> None

4-B.8

Class H (\$100)

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

Ceramic Art Café
Bottle & Bottega

26 S. La Grange Road
1 W. Harris Avenue

H:\eelder\ellie\Liquor\LIQLIST14.doc
07/15/14

4-B.9

VILLAGE OF LA GRANGE
Administrative Offices

BOARD REPORT

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

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

DATE: November 10, 2014

RE: **ORDINANCE - CREATING A CLASS B LIQUOR LICENSE,
RAHEEL & REYNA CORPORATION d/b/a 7-ELEVEN, 6 EAST 47th
STREET**

The Village recently received an application for a Class B Liquor License from Raheel & Reyna Corporation d/b/a 7-Eleven, Inc. for the 7-Eleven located at 6 East 47th Street. It should be noted that this business has held a Class B Liquor License since 2001 however the corporate office is transferring ownership to a new franchisee.

A Class B retail sales liquor license authorizes a grocery store, gourmet food or wine store, or convenience mart to sell at retail beer and wine in their original packaging for consumption off the licensed premises, if those sales are merely incidental to other sales or businesses conducted by the licensee on the same premises.

The Liquor Commission met on Monday, October 27, 2014 to review Raheel & Reyna Corporation's application. Prior to that meeting, the Village had conducted a background investigation of the owner and store manager, which did not produce any information that would preclude the issuance of a liquor license. The Liquor Commission recommended that the Village Board create a Class B license and that the Liquor Commissioner grant that new license to Raheel & Reyna Corporation d/b/a 7-Eleven. (A copy of the minutes from that meeting is attached for your reference.) This license will replace 7-Eleven's current Class B license. The total number of liquor licenses in the Village remains unchanged.

Attached for your consideration is a proposed ordinance creating an additional Class B General Retail Sales License for Raheel & Reyna Corporation d/b/a 7-Eleven.

We recommend that the proposed ordinance be approved.

4-C

VILLAGE OF LA GRANGE

ORDINANCE NO. O-14- _____

AN ORDINANCE CREATING AN ADDITIONAL
CLASS B GENERAL RETAIL SALES LIQUOR LICENSE

WHEREAS, Chapter 111 of the La Grange Code of Ordinances provides for a category of liquor license known as a Class B General Retail Sales License; and

WHEREAS, the Class B Retail Sales License authorizes a grocery store, gourmet food or wine store, or convenience mart to sell at retail beer and wine in their original packaging for consumption off the licensed premises, if those sales are merely incidental to other sales or businesses conducted by the licensee on the same premises; and

WHEREAS, the Village received an application for a Class B license from Raheel & Reyna Corporation d/b/a 7-Eleven for the 7-Eleven store at 6 East 47th Street; and

WHEREAS, the La Grange Liquor Commission has recommended creation of a new Class B license, and the La Grange Liquor Commissioner has indicated his intention to grant a Class B license for the Raheel & Reyna Corporation d/b/a 7-Eleven store if the Board of Trustees creates that license; and

WHEREAS, the President and the Board of Trustees have determined that it is in the best interests of the Village that a new Class B license be created for the Raheel & Reyna Corporation d/b/a 7-Eleven store;

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

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

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

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

4-C.1

PASSED this 10th day of November 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 10th day of November 2014.

Thomas E. Livingston, Village President

ATTEST:

John Burns, Village Clerk

4-C.2

LA GRANGE LIQUOR COMMISSION
SPECIAL MEETING

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

Monday, October 27, 2014 – 6:30 p.m.

MINUTES

1. Call to Order and Roll Call

The special meeting of the La Grange Liquor Commission was called to order at 6:38 p.m. by Liquor Commissioner Tom Livingston.

Present and constituting a quorum were Liquor Commissioner Tom Livingston, Commissioner Mark Langan and Commissioner Mark Kuchler

Absent: None

Also present: Assistant Village Manager Andrianna Peterson, Community Development Director Patrick Benjamin and Jane Michaels, Doings Newspaper

2. Approval of the Minutes

It was moved by Commissioner Kuchler and seconded by Commissioner Langan to approve the minutes of June 23, 2014, as submitted. The motion carried on a voice vote.

3. Liquor License Request – Raheel & Reyna Corp. d/b/a 7-Eleven.

Commissioner Livingston introduced the applicants and Commission members. Individuals representing the applicants included Mr. Marcello Reyes, 7-11 Field Consultant; Ambalal Patel and Vishnu Patel, Store Managers; and Sue Swanson, licensing consultant. Assistant Village Manager Andrianna Peterson introduced the application from 7-Eleven and noted that although 7-11 has held a liquor license for many years, Raheel & Reyna Corp. is a new franchisee.

Commissioner Langan noted the central location of the 7-11 store and its popularity in the community.

Commissioner Kuchler inquired about Mr. Ambalal Patel's previous experience and the amount of time he plans to spend at the La Grange store. Mr. Patel indicated he has been a 7-11 franchisee owner for ten years in Chicago and Northbrook. He stated that he strictly follows the 7-11 fundamentals for customer care and takes the sales of liquor rules and regulations very seriously. He expects to spend the majority of his time at the La Grange store.

4-C.3

Commissioner Kuchler asked Mr. Patel why he chose La Grange to expand his franchises. Mr. Patel noted that he had looked at several opportunities but chose the La Grange location because of the community's reputation; high traffic levels and his interest in increasing sales.

Commissioner Livingston expressed his appreciation of 7-Eleven's continued investment in the Village.

It was moved by Commissioner Kuchler and seconded by Commissioner Langan that the Liquor Commission recommend (a) that the Village Board of Trustees create one new Class B Liquor License and (b) that the Liquor Commissioner issue that license to the new franchise owner of 7-Eleven at 6 East 47th Street.

Commissioner Livingston stated that the recommendation would be made to the Village Board at its next regularly scheduled meeting on November 10, 2014. Ms. Swanson noted that the corporate ownership is looking to turn the store over to the new franchise owner on November 18.

4. Liquor License Request – Run Around Sue, Inc. d/b/a Adele's Front Room

Commissioner Livingston introduced those present and asked Assistant Village Manager Peterson to summarize the application. Applicants present include Brian Carroll, President; Anna Parker, Store Manager; and Edward Hrebic, Financial Advisor.

Commissioner Livingston noted his appreciation to Mr. Carroll for investing in La Grange.

Commissioner Langan inquired why Mr. Carroll chose La Grange and asked for more information regarding his restaurant concept. Mr. Carroll indicated that he is familiar with La Grange and felt it was a good fit to open a new restaurant. He is a local resident and has a business in a local community. The business concept is a tribute to his grandmother who played the piano at family gatherings in an atmosphere which included food and camaraderie.

Commissioner Kuchler asked the applicant how the proposed "speakeasy" concept will be different from his existing location. Mr. Carroll noted that his current location is an Irish pub theme serving traditional pub food. Adele's menu will be eclectic with a focus on small plates.

Commissioner Kuchler inquired how the 60% food sales requirement would be met, particularly because there are no immediate plans to offer lunch. Mr. Carroll indicated that his initial goal is to "do it right" focusing on providing well prepared food. The plan is to eventually open for lunch.

Commissioner Livingston inquired about an opening date. Mr. Carroll is hoping to open as soon as possible. He has a pending application before the DRC for façade work. He indicated that he feels strongly that he wants to get the aesthetics right, but food quality must be the priority. He still has the build-out of the space to complete, which will be family friendly.

It was moved by Commissioner Langan and seconded by Commissioner Kuchler that the Liquor Commission recommend (a) that the Village Board of Trustees create one new Class A-2 Liquor License and (b) that the Liquor Commissioner issue the license to Adele's Front Room at 13 S. La Grange Road.

5. Other Business

Discussion ensued regarding a request from Trader Joe's to amend the code to allow for the sale of spirits as well as a proposed new brewery classification. As the current liquor code does not address these types of liquor licenses, Ms. Peterson noted amendment to the liquor code would be required. Commissioners provided direction to staff to perform research on both matters. Due to time constraints it was determined to continue discussion on these and other proposed liquor code amendments to November 10, 2014 at 6:45 p.m.

6. Adjournment

It was moved by Commissioner Langan and seconded by Commissioner Kuchler that the meeting of the Liquor Commission be adjourned. The motion carried on a voice vote and the meeting was adjourned at 7:25 p.m.

Submitted by:
Andrianna Peterson
Assistant Village Manager

Date Approved:

4-C.5

LIQUOR LICENSE HOLDERS - 2014-15

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

<u>Class A-1 (\$500)</u>	<u>Restaurant License serving beer and wine only, providing that more than 60% of the revenue is from the sale of food; allows consumption of bring-your-own.</u>
Antonino's	701 West Hillgrove Avenue
Armand's Pizzeria	26 S. La Grange Road
Back Alley Burger	1 S. La Grange Road
Fireside Wood Fired Pizza	18 W. Harris Avenue
Grapevine	9 West Hillgrove Avenue
Noodles & Company	1 East Burlington Avenue
Q Barbeque	70 S. La Grange Road
Smashburger	1 N. La Grange Road, #A
Sushi House	120 B West Calendar
Wild Monk	88 S. La Grange Road
Yau's Place	110 W. Burlington
<u>Class A-2 (\$2,000)</u>	<u>Restaurant License selling a full-line of alcoholic beverages and includes a lounge or bar area, providing that more than 60% of the revenue is from the sale of food; allows consumption of bring-your-own.</u>
Al's Char House	32 South La Grange Road
Aurelio's Pizza	11 W. Calendar Avenue
Bacino's	36 South La Grange Road
Casa Margarita	32 South La Grange Road
Chequers	100 West Burlington Avenue
Francesca's	75 South La Grange Road
Kama Indian Bistro	9 South La Grange Road
Lucca's Pizzeria	106 - 108 West Burlington Avenue
Magic Wok	23 West Harris Avenue
La Buona Vita	15 W. Calendar Avenue
Nicksons	30 S. La Grange Road
Palmer Place	56 South La Grange Road
Santiago's Mexican Cocina	22 W. Calendar Avenue
Thipi Thai	25 West Calendar Avenue
Woow Sushi	33 S. La Grange Road
<u>Class A-3 (\$1,250)</u>	<u>Restaurant License selling a full-line of alcoholic beverages but includes only a service bar, providing that more than 60% of the revenue is from the sale of food; allows consumption of bring-your-own.</u>
Chipotle Mexican Grill, Inc.	40 N. North La Grange Road
Omai	50A South La Grange Road
Prasino	93 South La Grange Road
<u>Class B (\$500)</u>	<u>General retail sales of beer and wine incidental to other sales.</u>
DeVries Super Market	806 Arlington
Grapevine	9 West Hillgrove Avenue
7-Eleven	6 East 47th Street
Trader Joe's	25 N. La Grange Road
Walgreens	2 N. La Grange Road

4-C.6

<u>Class C-1 (\$1,000)</u>	<u>Food boutique allows sales of wine in its original package & sales of wine by the glass; providing that more than 50% of the revenue is from the sale of goods other than liquor.</u> None
<u>Class C-2 (\$1,000)</u>	<u>Wine boutique allows sales of wine and beer in its original package & sales of wine by the glass.</u> Vino e Birra, Inc. 18 W. Burlington Avenue
<u>Class C-3 (\$500)</u>	<u>Retail cabaret for a retail store that also has a cabaret limited to four events per month; providing that more than 50% of the revenue is from the sale of goods other than liquor.</u> None
<u>Class C-4 (\$500)</u>	<u>Movie theater allows sales and service of alcoholic beverages at public or private events; providing that more than 50% of the revenue is from the sale of goods other than liquor.</u> None
<u>Class D-1 (\$150)</u>	<u>Tasting license grocery store (must hold a Class B general retail sales).</u> Trader Joe's 25 N. La Grange Road
<u>Class D-2 (\$150)</u>	<u>Tasting license retail store (must hold a Class B general retail sales).</u> None
<u>Class D-3 (\$150)</u>	<u>Tasting and Wine Club Event (must hold a Class A-1, A-2, or A-3 Restaurant)</u> Bacino's 36 South La Grange Road
<u>Class F-1 (\$500)</u>	<u>Fraternal club allows sales and service of alcoholic beverages and bring-your-own beer and wine.</u> American Legion 900 South La Grange Road
<u>Class F-2 (\$100)</u>	<u>Private membership organization authorizes only service of alcoholic beverages and bring-your-own beer and wine at private events; limited to 4 private events in a calendar year, excluding bring-your-own events.</u> La Grange Field Club 1314 W. 47 th Street
<u>Class G-1 (\$500)</u>	<u>General caterer license authorizes the service of alcohol as a part of a catering business that maintains a business facility within the Village providing that more than 60% of the revenue is from the sale of food.</u> La Belle Gourmet, Ltd. 14 - 16 West Calendar Avenue Palmer Place 56 South La Grange Road La Buona Vita 15 W. Calendar Avenue
<u>Class H (\$250)</u>	<u>Bring your own beer and wine restaurants (without Class A License).</u> None

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Class H (\$100)

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

Ceramic Art Café
Bottle & Bottega

26 S. La Grange Road
1 W. Harris Avenue

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07/15/14

4-c.8

VILLAGE OF LA GRANGE
Department of Public Works

BOARD REPORT

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

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

DATE: November 10, 2014

RE: **COSSITT AVENUE RESURFACING PROJECT FROM GILBERT AVENUE TO BRAINARD AVENUE: (1) CONSTRUCTION ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION; (2) CONSTRUCTION ENGINEERING TASK ORDER; (3) LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION**

Cossitt Avenue is an east-west collector street that extends from East Avenue to Gilbert Avenue. Cossitt Avenue from Gilbert Avenue to Brainard Avenue has deteriorated and is in need of repair. Based on this determination, in July 2010 the Village applied for and received a grant through the Federal Surface Transportation Program (STP) allocated by the Central Council of Mayors for the engineering and construction of the project in the total amount of \$417,000. This project and the corresponding matching funds were then allocated into the Capital Projects Budget with engineering scheduled to be completed this year and construction in 2015.

On August 26, 2013, an agreement with Baxter and Woodman was executed to complete the plans and specifications for the design engineering work. The project plans were completed and submitted to IDOT in August 2014 for review and comment. The scope of work for the project includes milling and resurfacing the existing pavement, replacing curb and gutter, pavement patching, and upgrading sidewalks for ADA compliance. Please note that LTHS North facilities border this section of Cossitt Avenue and is the main roadway used to access the school. This section of Cossitt Avenue is also used to access the Stone Avenue Train Station, West End and Central Business Districts, and La Grange Road.

During the engineering design phase a detailed field review determined additional rehabilitation work is required including sidewalk replacement, curb and gutter replacement, parkway restoration, roadway replacement, hot-mix asphalt patching, structure adjustments and detector loop replacement. As a result of the review and in order to cover the total program cost, staff requested and subsequently received an increase in the amount of Surface Transportation Program funding from the Central Council of Mayors in the total project amount of \$597,000. The following is a breakdown of the STP Grant:

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	Local (30%)	Federal (70%)	Total
Design Engineering	9,150	21,350	30,500
Construction	154,500	360,500	515,000
Construction Engineering	15,450	36,050	51,500
Total	179,100	417,900	597,000

In order to receive the federal funds that have been allocated through the Central Council of Mayors, the Village will need to enter into contracts for the construction engineering work and with IDOT for the federal STP funding.

The first agreement is for approval of the Construction Engineering Services Agreement for Federal Participation. Based on past experience, knowledge of the Village and familiarity with this project, staff requested a proposal from Baxter & Woodman to perform construction management for this project. Baxter & Woodman proposes to complete all construction inspection, IDOT mandated documentation, and preparation of all contractor payments for an amount not-to-exceed \$51,500. The second agreement is for the authorization to execute a task order with Baxter & Woodman for this work in accordance with their municipal engineering task order contract.

In order to receive the federal funds that have been allocated through the Central Council of Mayors, the third agreement titled Local Agency Agreement for Federal Participation, which details the proportionate construction costs of the work, is required. The agreement states that the maximum federal participation shall not exceed \$396,550.

In summary, attached for your consideration are the following engineering agreements with Baxter & Woodman and associated funding agreements with IDOT:

1. Construction Engineering Services Agreement for Federal Participation
2. Task Order Agreement No. 73 – Municipal Engineering Contract
3. Local Agency Agreement for Federal Participation

Staff recommends approval of these agreements.

As noted above, funding for this project is split between Federal and local funding sources as indicated in the below budget table.

Cossitt Avenue Resurfacing Project – Gilbert Avenue to Brainard Avenue	BUDGET
Expenses	
Engineering	
Phase 2 – Development of Plans and Specifications	30,500
Phase 3 – Construction Engineering	51,500
Subtotal	82,000
Construction (Estimated)	515,000

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Total	597,000
Funding Sources	
Federal Surface Transportation Program Funding (STP) - FY14	21,350
Federal Surface Transportation Program Funding (STP) - FY15	396,550
Capital Projects Fund – FY2013-14 Budget	9,150
Capital Projects Fund – FY2015-16 Budget	169,950
Total	597,000

Please note the entire costs for engineering are budgeted as a Village expense since there are reimbursable through the federal grant. Construction costs are paid directly by IDOT.

Based on the current IDOT letting schedule, we anticipate the following schedule for the project:

Action	Completion Date
IDOT Project Letting	January 16, 2015
Begin Construction	June, 2015
Construction Completion	September, 2015

Based on IDOT procedures, the earliest available bid opening date for the project is January 16, 2015. The project bidding date and schedule is set up to have construction occur during the summer so as not to conflict with school activities. Since the contracts for construction are through the State due to federal funding requirements any delay in executing the contract may delay completion of the project.

In summary it is our recommendation that the Village Board approve the agreements with Baxter & Woodman in the amount of \$51,500 for construction engineering services. We also recommend that the Village Board approve agreements between the Village and IDOT for use of the federal STP funds in amount of \$396,550. The approval of these documents is required in order to receive the federal STP funds for the project.

Local Agency	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	L O C A L A G E N C Y	Consultant
Village of La Grange			Baxter & Woodman, Inc.
County			Address
Cook			8840 West 192 nd Street
Section			City
12-00086-00-RS			Mokena
Project No.	State	C O N S U L T A N T	IL
M-4003(081)	Zip Code		
Job No.	60448		
C-91-010-13	Contact Name/Phone/E-mail Address		
Contact Name/Phone/E-mail Address	Dennis Dabros, P.E. – 708-478-2090		
Ryan Gillingham – Director of Public Works 708-579-2326 / rgillingham@villageoflagrange.com	ddabros@baxwood.com		

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
In Responsible Charge	A full time LA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name Cossitt Avenue Route FAU 1365 Length .050 mi Structure No. N/A

Termini Gilbert Avenue to Brainard Avenue

Description: The work included in this Contract consists of hot-mix asphalt surface removal; pavement removal; spot curb and gutter removal and replacement, sidewalk removal and replacement; preparation of aggregate base; Portland cement concrete base course; hot-mix asphalt binder, leveling binder and surface course; adjustment of drainage structures; parkway restoration, and other incidental and miscellaneous items of work in accordance with the Plans, Standards, Specifications, and Special Provisions. ENGINEER's Project No.: 100261.60.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
 - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - c. For soils, to obtain samples and perform testing as noted below.
 - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

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- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
 - h. Geometric control including all construction staking and construction layouts.
 - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - j. Measurement and computation of pay items.
 - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
 - m. Revision of contract drawings to reflect as built conditions.
 - n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

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- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
 - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
 12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee
Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF=Fixed Fee
 SBO = Services by Others

Total Compensation = $DL + IHDC + OH + FF + SBO$

Specific Rate

(Pay per element)

Lump Sum

4-D.5

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
 - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Baxter & Woodman, Inc.	36-2845242	\$47,076.00
Sub-Consultants:	TIN Number	Agreement Amount
Soil and Material Consultants	36-3094075	\$4,424.00
Sub-Consultant Total:		\$4,424.00
Prime Consultant Total:		\$47,076.00
Total for all Work:		\$51,500.00

Executed by the LA:

Village of La Grange

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

Village Clerk

Title: Village President

(SEAL)

Executed by the ENGINEER:

Baxter & Woodman, Inc.
8840 West 192nd Street
Mokena, IL 60448

ATTEST:

By: Barbara Taber

By: Daniel J. Wolke

Title: Deputy Secretary

Title: Vice President

Exhibit A - Construction Engineering

Route: FAU 1365 (Cossitt Avenue)
 Local: Village of La Grange
 (Municipality/Township/County)
 Section: 12-00086-00-RS
 Project: M-4003 (081)
 Job No.: C-91-010-13

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

Overhead Rate (OH) 1.47 %
 Complexity Factor (R) 0.00
 Calendar Days 43

Cost Plus Fixed Fee Methods of Compensation:

- Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Fixed Fee 2 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate
 Lump Sum

Cost Estimate of Consultant's Services in Dollars									
Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
PROJECT INITIATION	SR. ENGR. I	24	\$41.74	\$1,002.00	\$1,473.00		\$58.00	\$367.00	\$2,900.00
	ENGR. TECH. III	8	\$37.94	\$304.00	\$447.00			\$109.00	\$860.00
	CLERICAL I	4	\$25.40	\$102.00	\$150.00			\$37.00	\$289.00
CONSTRUCTION ADMINISTRATION	SR. ENGR. II	16	\$46.07	\$737.00	\$1,083.00			\$264.00	\$2,084.00
	SR. ENGR. I	80	\$41.74	\$3,339.00	\$4,908.00		\$99.00	\$1,210.00	\$9,556.00
	ENGR. TECH. III	4	\$37.94	\$152.00	\$223.00			\$54.00	\$429.00
FIELD OBSERVATION	CLERICAL I	8	\$25.40	\$203.00	\$298.00		\$80.00	\$84.00	\$665.00
	SR. ENGR. I	16	\$41.74	\$668.00	\$982.00			\$239.00	\$1,889.00
	ENGR. TECH. III	200	\$37.94	\$7,588.00	\$11,154.00		\$616.00	\$2,807.00	\$22,165.00
COMPLETION OF PROJECT	SR. ENGR. I	16	\$41.74	\$668.00	\$982.00			\$239.00	\$1,889.00
	ENGR. TECH. III	40	\$37.94	\$1,518.00	\$2,231.00		\$50.00	\$551.00	\$4,350.00
MATERIAL TESTING						\$4,424.00			\$4,424.00
Totals		416		\$16,281.00	\$23,931.00	\$4,424.00	\$903.00	\$5,961.00	\$51,500.00



**Illinois Department
of Transportation**

**Local Public Agency Resident
Construction Supervisor/ In
Responsible Charge**

John Fortmann, P.E.
Deputy Director Division of Highways
Regional Engineer
Department of Transportation
201 West Center Court
Schaumburg, Illinois 60196-1096

County	Cook
Municipality	Village of La Grange
Section	12-00086-00-RS
Route	FAU 1365 (Cossitt Avenue)
Contract No.	61A84
Job No.	C-91-010-13
Project	M-4003 (081)

- I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.
- I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

11/5/14 Date
Ray D. Gillen Signature and Title (for the Local Public Agency)
Director of Public Works Title

Dennis Dabros, P.E.
Applicants Name (Type or Print)

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.

For Consultants: I certify that my firm is prequalified in Construction Inspection and my Documentation of Contract Quantities certificate number is 11-0347.

Bachelor's Degree in Civil Engineering.
13 years of experience working as a Resident Engineer of Federal Aid projects.

11-4-14 Date
[Signature] Signature of Applicant
Construction Department Manager Job Title of Applicant

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Approved _____ Date _____
Deputy Director Division of Highways Regional Engineer

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
Engineer of Construction, Central Bureau of Construction
Resident Construction Supervisor
Local Public Agency



Local Public Agency
Construction Inspector

John Fortmann, P.E.
Deputy Director Division of Highways
Regional Engineer
Department of Transportation
201 West Center Court
Schaumburg, Illinois 60196-1096

County	Cook
Municipality	Village of La Grange
Section	12-00086-00-RS
Route	FAU 1365 (Cossitt Avenue)
Contract No.	61A84
Job No.	C-91-010-13
Project	M-4003 (081)

I consider the following individual to be qualified as a local public agency construction inspector. In addition, I certify that adequate instruction has been given this individual concerning the requirements of the contract, specifications and construction manual which pertain to the work which he/she will inspect. This individual has been instructed on the proper procedures for any necessary tests. Furthermore, if a consultant, this individual has a valid Documentation of Contract Quantities certification.

Approved 11-4-14
Date

[Signature]
Signature and Title of Resident Construction Supervisor
Construction Department Manager

Ed Mijares
Applicants Name (Type or Print)

The following describes the educational background, experience and other qualifications of the named applicant to serve as an inspector on this project.

For Consultants Employees: I certify that my firm is prequalified in Construction Inspection and my Documentation of Contract Quantities certificate number is 10-0487.

Bachelor's Degree.
24 years of experience working as a resident engineer.

If the Resident from BC-775 is a consultant, the local public agency employee in responsible charge must also approve this individual.

Approved 11/5/14
Date

[Signature] Director of
Signature and Title of In Responsible Charge from BC-775
Public Works

4-D.12

VILLAGE OF LA GRANGE
 COSSITT AVENUE RESURFACING - GCA & RPR
 SECTION NO.: 12-00086-00-RS

EXHIBIT E

BAXTER & WOODMAN, INC.
 2014 SCHEDULE OF HOURLY WAGE RATES
 AND OVERHEAD COSTS FOR PROFESSIONAL SERVICES
 ILLINOIS DEPARTMENT OF TRANSPORTATION

EMPLOYEE CLASSIFICATION	HOURLY WAGE RATES
Principal	\$63 to \$70
Sr. Engineer IV	\$55 to \$68
Sr. Engineer III	\$49 to \$59
Sr. Engineer II	\$45 to \$48
Sr. Engineer I	\$38 to \$45
Engineer III	\$36 to \$41
Engineer II	\$32 to \$34
Engineer I	\$23 to \$27
Engineer Tech V	\$54
Engineer Tech IV	\$41 to \$45
Engineer Tech III	\$36 to \$40
Engineer Tech II	\$25 to \$36
Engineer Tech I	\$16 to \$17
CAD / GIS / Survey IV	\$38 to \$44
CAD / GIS / Survey III	\$34 to \$37
CAD / GIS / Survey II	\$29 to \$33
CAD / GIS / Survey I	\$24 to \$25
Clerical	\$24 to \$28

General and employee overhead is 159% of employee compensation.

Personal-owned vehicle Mileage Charges will be reimbursed at the rate set by the U.S. Internal Revenue Service.

Company-owned/leased vehicle usage will be reimbursed at a rate of \$65.00 per diem or \$32.50 per half diem.

Traffic Counters \$50/day.

Postage - At cost.

Sub-consultant costs will be reimbursed at their invoice costs plus 15%

VILLAGE OF LA GRANGE
COSSITT AVENUE RESURFACING - GCA & RPR
SECTION NO.: 12-00086-00-RS

EXHIBIT F

BAXTER & WOODMAN, INC.

OVERHEAD* RATE AS
PERCENTAGE RATE OF EMPLOYEE COMPENSATION

	Total Percent
Salaries with Retirement Plan	125.00%
Repairs	2.00%
Rents	4.00%
Taxes	1.00%
Depreciation	3.00%
Dues & Subscriptions	1.00%
Utilities (Electric, etc.)	1.00%
Insurance	4.00%
Professional Services	3.00%
Office Supplies & Services	2.00%
Computer Service	4.00%
Recruitment & Training	2.00%
Telephone	4.00%
Reproduction	1.00%
Automotive Expense	2.00%
Misc. Services & Expenses	0.00%
IDOT Approved Rate	159.00%

Voluntary Reduction of Overhead to 147.00%
*Payroll Burden and Indirect Cost

VILLAGE OF LA GRANGE
COSSITT AVENUE RESURFACING - GCA & RPR
SECTION NO.: 12-00086-00-RS

EXHIBIT G

ANTICIPATED PROJECT SCHEDULE

<u>Action</u>	<u>Target Date</u>
State Letting	January 16, 2015
Notice to Proceed from State	March 2015
Begin Construction	June 1, 2015
Substantial Completion	July 10, 2015

VILLAGE OF LA GRANGE
COSSITT AVENUE RESURFACING - GCA & RPR
SECTION NO.: 12-00086-00-RS

IN-HOUSE DIRECT EXPENSES

Mileage: (rounded to nearest dollar)

- Project Initiation:	1 trip to IDOT	<u>104 mi</u> 104 mi x 0.560 = \$58.00
- Construction Administration:	4 trips to Village	<u>176 mi</u> 176 mi x 0.560 = \$99.00
- Field Observation:	25 trips to Site	<u>1,100 mi</u> 1,100 mi x 0.560 = \$616.00
- Completion of Project	2 trips to Site	<u>88 mi</u> 88 mi x 0.560 = \$50.00

Subtotal \$823.00

UPS/FED EX Shipping: (rounded to nearest dollar)

Assume 8 shipments @ \$10.00 per shipment = \$80.00

Total \$903.00

Baxter & Woodman, Inc. Consulting Engineers
 Employees' Rates Effective December 29, 2013

Last Name	Employee #	Labor Category	2014 Average Rate
Ambrose	097	Principal	
Benson	249	Principal	
Hausmann	262	Principal	
Larson	026	Principal	
Sprague	143	Principal	\$70.00

Amann	264	Sr Engineer IV	
Baumann	445	Sr Engineer IV	
Brunner	136	Sr Engineer IV	
Fischer	255	Sr Engineer IV	
Groth	564	Sr Engineer IV	
Mick	599	Sr Engineer IV	
Mitchell	484	Sr Engineer IV	
Mohler	005	Sr Engineer IV	
Sparber	607	Sr Engineer IV	
Tompkins	463	Sr Engineer IV	
Washkowiak	338	Sr Engineer IV	\$62.01

Blecke	176	Sr Engineer III	
Buzzell	611	Sr Engineer III	
Dachsteiner	259	Sr Engineer III	
Durig	596	Sr Engineer III	
Klein	328	Sr Engineer III	
Lenzini	111	Sr Engineer III	
Phipps	476	Sr Engineer III	
Verseman	519	Sr Engineer III	\$54.14

Arias	648	Sr Engineer II	
Bianchin	554	Sr Engineer II	
Eberhard	608	Sr Engineer II	
Fluhr	323	Sr Engineer II	
Foley	646	Sr Engineer II	
Harman	092	Sr Engineer II	
James	644	Sr Engineer II	
Keith	023	Sr Engineer II	
Mitchell	312	Sr Engineer II	
Orbon	512	Sr Engineer II	
Slattery	556	Sr Engineer II	
Vogel	237	Sr Engineer II	\$46.07

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Bappert	630	Sr Engineer I	
Boldt	392	Sr Engineer I	
Bromley	284	Sr Engineer I	
Dabros	346	Sr Engineer I	
Hoffman	379	Sr Engineer I	
Murauskas	175	Sr Engineer I	
Naber	403	Sr Engineer I	
O'Dell	408	Sr Engineer I	
Plant	274	Sr Engineer I	
Stec	420	Sr Engineer I	\$41.74

Bobholz	616	Engineer III	
Code	488	Engineer III	
Firsching	585	Engineer III	
Hemmerich	448	Engineer III	
Holmbeck	579	Engineer III	
Koch	444	Engineer III	
Krause	407	Engineer III	
Meiers	662	Engineer III	
Moffitt	659	Engineer III	
Poole	613	Engineer III	
Priebe	398	Engineer III	
Schug	546	Engineer III	
Swanson	657	Engineer III	\$37.92

Allen	602	Engineer II	
Langer	580	Engineer II	
Wallace	601	Engineer II	
Wedoff	495	Engineer II	\$33.45

Miller	642	Engineer I	
Pendry	626	Engineer I	
Schuld	638	Engineer I	
Trent	620	Engineer I	
Wilhelmsen	663	Engineer I	
Woods	633	Engineer I	\$24.95

Davila	606	Engr Tech V	\$53.86
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DeBennette	283	Engr Tech IV	
Hudspeth	518	Engr Tech IV	
Mullaney	144	Engr Tech IV	\$43.31

Gibbons	315	Engr Tech III	
Hallock	163	Engr Tech III	
Himebaugh	086	Engr Tech III	
Kanthack	133	Engr Tech III	

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Mijares	278	Engr Tech III	
Mohr	632	Engr Tech III	
Tanzillo	427	Engr Tech III	\$37.94

Didier, Sr.	466	Engr Tech II	
Foerster	639	Engr Tech II	
Guardi	530	Engr Tech II	
Jaski	661	Engr Tech II	
Mack	660	Engr Tech II	
Molidor	435	Engr Tech II	
Rodgers	629	Engr Tech II	
Scribner	431	Engr Tech II	
Stoecker	296	Engr Tech II	
Theobald	588	Engr Tech II	
Widmayer	658	Engr Tech II	\$31.78

Zemanek	636	Engr Tech I	\$16.25
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Botsch	231	CAD/GIS/Survey Tech IV	
Carlton	418	CAD/GIS/Survey Tech IV	
David	566	CAD/GIS/Survey Tech IV	
Eslick	064	CAD/GIS/Survey Tech IV	
Eslick	007	CAD/GIS/Survey Tech IV	
Wellbank	093	CAD/GIS/Survey Tech IV	\$40.34

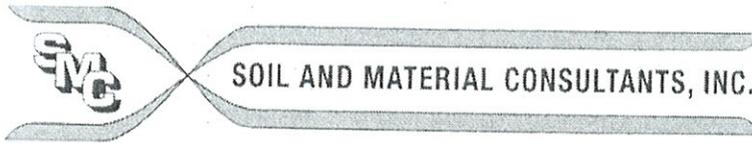
Bette	271	CAD/GIS/Survey Tech III	
Bisco	409	CAD/GIS/Survey Tech III	\$35.20

Clark	263	CAD/GIS/Survey Tech II	
Morrow	207	CAD/GIS/Survey Tech II	
Nacino	382	CAD/GIS/Survey Tech II	
Roberson	560	CAD/GIS/Survey Tech II	
Spears	344	CAD/GIS/Survey Tech II	\$32.11

Johannes	503	CAD/GIS/Survey Tech I	
Sattler	563	CAD/GIS/Survey Tech I	\$24.51

Crayton	209	Clerical I	
Eisele	555	Clerical I	
Lind	461	Clerical I	
Stilts	514	Clerical I	
Tobin	266	Clerical I	
Walkington	306	Clerical I	
Yarbro	270	Clerical I	\$25.40

4-D.19



office: 1-847-870-0544
fax: 1-847-870-0661
www.soilandmaterialconsultants.com
us@soilandmaterialconsultants.com

August 22, 2014
Proposal No. 13,840

Mr. Michael Plant, P.E.
Baxter & Woodman, Inc.
8878 Ridgefield Rd.
Crystal Lake, IL 60012

Re: Soil and Construction Material Testing
FAU 1365 (Cossitt Ave.)
Section-12-00086-00-RS
Village of LaGrange

Dear Mr. Plant:

Submitted for your consideration is our proposal to provide soil and construction material testing on a will-call basis initiated by your office or representative.

We understand the testing requirements of the IDOT QC/QA program are applicable. We propose to be the QA project manager and provide QA jobsite testing. IDOT is to provide QA plant testing.

Attached is our Schedule of Fees for anticipated services. Note that hourly rates are inclusive of mileage and equipment charges. Based on available information and our experience on similar projects, we estimate a charge of \$ 4,424.00 may be incurred for the anticipated services. Actual billing will be on a unit price basis and you will only be billed for those services actually provided. Final billing may be less than or greater than the estimated charge. Requests for services not included within the scope of this proposal will be provided at our established unit prices.

Thank you for the opportunity of submitting this proposal, which includes the attached General Conditions. If acceptable, please sign and return one copy to our office. Further, please include applicable plans and specifications, if not already submitted.

Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.

Ali A Bagherian, P.E.
Director of Engineering

AAB:dd

Proposal Accepted By:

Client _____

Street _____

Town _____ State _____ Zip Code _____

Phone () _____ E-Mail Address _____

Signature _____ Position _____

Printed Name _____ Date _____

8 WEST COLLEGE DRIVE • ARLINGTON HEIGHTS, IL 60004

SOIL BORINGS • SITE INVESTIGATIONS • PAVEMENT INVESTIGATIONS • GEOTECHNICAL ENGINEERING
TESTING OF • SOIL • ASPHALT • CONCRETE • MORTAR • STEEL

4-D.20

SOIL AND MATERIAL CONSULTANTS, INC.

SCHEDULE OF FEES

Effective 1-1-14

BITUMINOUS CONCRETE

<u>Service</u>	<u>Estimated Units</u>	<u>Fee</u>	<u>Cost</u>
<u>Field Testing</u>			
Technician with Nuclear Gauge	24 hours	\$ 85.00 /hour 340.00 /day min.	\$ 2,040.00
<u>Laboratory Testing</u>			
Unit Weight – cores	20 each	\$ 12.00 each	\$ 240.00
<u>Engineering</u>			
Senior Engineer (P.E.) - QA Project Manager, includes project administration, field/laboratory engineering, mix design review, consultation and report review	2 hours	\$ 130.00 /hour	\$ 260.00
Estimated Cost:			\$ 2,540.00

Estimates:

<u>Item</u>	<u>Tons</u>	<u>Est. Contractor Working Days</u>	<u>Est. Days - 20% QA</u>
HMA Surface, N50	168	1.0	0.5
HMA Binder, N50	793	2.0	1
Poly Leveling Binder, N50	464	2.0	1
Class D Patches	59	1.5	0.5
Total:	1484	6.5	3

Billing Notes:

Hourly Charges: Portal To Portal
 Weekdays over 8 hours/day: Hourly Rate x 1.5

Saturdays: Hourly Rate x 1.5
 Sundays: Hourly Rate x 2.0

4-D.21

SOIL AND MATERIAL CONSULTANTS, INC.

SCHEDULE OF FEES

Effective 1-1-14

PORTLAND CEMENT CONCRETE

<u>Service</u>	<u>Est. Work Units</u>	<u>Fee</u>	<u>Cost</u>
<u>Field Testing</u>			
Technician - includes temperature, slump, air and cylinders	16 hours	\$ 85.00 /hour 340.00 /day min.	\$ 1,360.00
Cylinder Pick-up	2 hours	\$ 85.00 /hour	\$ 170.00
<u>Laboratory Testing</u>			
Cylinder Compressive Strength	16 each	\$ 14.00 each	\$ 224.00
<u>Engineering</u>			
Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	1 hour	\$ 130.00 /hour	\$ 130.00
Estimated Cost:			\$ 1,884.00

Estimates:

<u>Item</u>	<u>Quantity</u>	<u>CY</u>	<u>Est. Contractor Working Days</u>	<u>Est. Days - 20% QA</u>	<u>Cyls.</u>
PCC Combined C & G	1275'	71	1	0.5	4
PCC Sidewalk	7341 sq.yds.	116	1	0.5	4
PCC Driveway	56 sq. yds.	12	0.5	----	
PCC Pavement	1261 sq. yds.	245	1	1.0	8
Total:				2	16

Billing Notes:

Hourly Charges: Portal To Portal
 Weekdays over 8 hours/day: Hourly Rate x 1.5

Saturdays: Hourly Rate x 1.5
 Sundays: Hourly Rate x 2.0

4-D.22

TERMS AND CONDITIONS

Soil and Material Consultants, Inc. (SMC) scope of work defined in the proposal was based on information provided by the client. If incomplete, inaccurate or if unexpected site conditions are discovered, the scope of work may change.

GEOTECHNICAL INVESTIGATIONS

Client will furnish SMC with right-of-access to the site. SMC will take reasonable precautions to minimize site damage due to its operations, but has not included in the fee the cost of restoration of any resulting damage. SMC shall not be liable for damage or injury due to encountering subsurface structures (pipes, tanks, utilities or others) not called to SMC's attention in writing or are not correctly shown on the drawings furnished by client or client's representative. If the client desires, SMC will restore any damage to the site and add the cost of restoration to the fee.

Field work, laboratory testing and engineering analysis will be performed in accordance with generally accepted soil and foundation engineering practices. Samples are retained in our laboratory for 30 days from date of report and then destroyed unless other disposition is requested. The data reported applies only to the soils sampled and the conditions encountered at each boring location. This does not imply or guarantee that soils between borings will be identical in character. Isolated inclusions of better or poorer soils can be found on any site. SMC will not be liable for extra work or other consequences due to changed conditions encountered between borings.

Any exploration, testing and analysis associated with the investigation will be performed by SMC for the client's sole use to fulfill the purpose of this Agreement. SMC is not responsible for use or interpretation of the information by others. The client recognizes that subsurface conditions may vary from those encountered in borings or explorations. Information and recommendations developed by SMC are based solely on available information and for the currently proposed improvement.

Documents including but not limited to technical reports, original boring logs, field data, field notes, laboratory test data, calculations, reports of inspection and testing, geotechnical reports, technical reports, submittals and estimates furnished to the client or its agents pursuant to this agreement are not intended or represented to be suitable for reuse by the client or others on extensions of this project or on any other project. Any reuse without SMC's written consent will be at user's sole risk and without liability or legal exposure to SMC. User shall indemnify and hold harmless SMC from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. To the maximum extent permitted by law, the Client agrees to limit SMC liability for clients' damages to \$100,000 or the fee, whichever is lesser. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Soil and Material Consultants, Inc. is a Professional Engineering Corporation. Engineering services are often completed by extension through technical staff. The unit rates presented in this proposal do not reflect charges associated with organized labor. Future agreements, if any, with organized labor will invalidate some of the unit rates presented. Required rate adjustments will be presented to the client for acceptance prior to providing services at the adjusted rates.

Services are invoiced monthly for the preceding period. Client agrees to pay each invoice within thirty (30) days of receipt and further agrees to pay interest on all amounts not paid at the rate of 2.0% per month, an annual rate of 24%, from the due date. Client agrees to pay all reasonable costs of collection including staff time, court costs, Attorneys' fees and related expenses, if this account becomes delinquent. Client agrees that reports furnished to the client but not paid for in full remain the sole property of SMC and will not be used for design, construction, permits, licensing, sales or other gain.

TESTING SERVICES

Client shall furnish SMC with at least one working day's notice on any part-time (less than 8 hours/day) job when field personnel are requested. SMC shall make reasonable effort to provide field personnel in a timely manner but reserves the right to schedule field personnel as deemed appropriate. Minimum charges will be billed when work cancellations are received after field personnel have left for the project site.

SMC personnel will provide a professional service based on observations and testing of the work of a contractor, subcontractor, or other service/material provider, as specifically requested. SMC field personnel will look for general conformance with project specifications, plans and/or soil report but does not accept the responsibility to control or direct the work of others. Discrepancies noted by SMC office or field personnel will be referred to client or client's representative.

Testing Services furnished by SMC are defined as the taking of soil and/or material tests at various locations and the making of visual observations relating to earthwork, foundations, and/or materials as specifically requested by the client and agreed to by SMC, and will be limited to those specifically agreed services. Such services will be performed by SMC using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of the profession practicing in this or similar localities.

Observations and testing of soils and/or materials by SMC in no way implies a guarantee or warranty of the work of the contractor, subcontractor, or other service/material provider. SMC's work or failure to perform same shall in no way excuse such contractor, subcontractor or other service/material provider from liability in the event of subsequently discovered defects, omissions, errors, deficiencies or failure to perform in accordance with the project plans and specifications. SMC field personnel shall not be responsible for superintendence of the construction process nor direction of the work of the contractor, subcontractor, or other service/material provider. SMC's work shall not include determining or implementing the means, methods, techniques, sequences or procedures of construction. SMC shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare.

4.D.23

VILLAGE OF LA GRANGE, ILLINOIS
COSSITT AVENUE RESURFACING – GCA / RPR

TASK ORDER NO. 73

In accordance with Section 1.2 of the Master Contract dated May 13, 2013 between the Village of La Grange (the "Village") and Baxter & Woodman, Inc. (the "Consultant"), the Parties agree to the following Task Number 73:

1. Contracted Services:

Baxter & Woodman, Inc. shall provide the Village with construction engineering services for the Cossitt Avenue Resurfacing project. All terms and conditions of the master task order contract dated May 13, 2013 with the Village of La Grange shall apply.

2. Project Schedule:

The following schedule is anticipated:

January 16, 2015	State Letting
March 2015	Notice to Proceed from the State
June 1, 2015	Begin Construction
Substantial Completion	July 10, 2015

3. Project Completion Date:

July 2015

4. Project Specific Pricing (if applicable):

Baxter & Woodman, Inc. shall be compensated on a cost plus fixed fee basis in an amount not to exceed \$51,500.

5. Additional Changes to the Master Contract (if applicable): N/A

All other terms and conditions remain unchanged.

[signature page follows]

VILLAGE

Signature

Director of Public Works

Date

CONSULTANT

John V. Ambrose

Signature

John V. Ambrose

Vice President/Secretary

November 4, 2014

Date

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

Signature

Village Manager

Date

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

Signature

Village President

Date



Illinois Department of Transportation

Local Agency Agreement for Federal Participation

Local Agency Village of La Grange	State Contract X	Day Labor	Local Contract	RR Force Account
Section 12-00086-00-RS	Fund Type STU	ITEP and/or SRTS Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-010-13	M-4003(081)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name Cossitt Avenue Route FAU 1365 Length _____
 Termini Brainard Avenue to Gilbert Avenue

Current Jurisdiction LA TIP Number 05-11-0013 Existing Structure No N/A

Project Description

The work of this contract includes urban hot-mix asphalt resurfacing with spot curb and gutter removal and replacement, sidewalk removal and replacement, driveway replacements, utility adjustments, pavement markings, parkway restoration, and other incidental and collateral work in accordance with the plans, standard specifications, and special provisions.

Division of Cost

Type of Work	STU	%	STATE	%	LA	%	Total
Participating Construction	360500	(*)	()	()	154500	()	515,000
Non-Participating Construction	()	()	()	()	()	()	()
Preliminary Engineering	()	()	()	()	()	()	()
Construction Engineering	36050	(*)	()	()	15450	()	51,500
Right of Way	()	()	()	()	()	()	()
Railroads	()	()	()	()	()	()	()
Utilities	()	()	()	()	()	()	()
Materials	()	()	()	()	()	()	()
TOTAL	\$ 396,550		\$		\$ 169,950		\$ 566,500

*Maximum FHWA (STU) Participation 70% not to exceed \$396,550

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

4-D.26

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - The LA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the LA expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the LA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please register at <https://governmentcontractregistration.com/sam-registration.asp>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (5) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

Thomas E. Livingston

Name of Official (Print or Type Name)

Village President

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is 36-6005955 conducting business as a Governmental Entity.

DUNS Number 068615145

APPROVED

State of Illinois
Department of Transportation

Erica J. Borggren, Acting Secretary of Transportation

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

Michael A. Forti, Chief Counsel

Date

Tony Small, Director of Finance and Administration

Date

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

VILLAGE OF LA GRANGE
Police Department

BOARD REPORT

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

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

DATE: November 10, 2014

RE: **ORDINANCE – DISPOSAL OF SURPLUS PROPERTY / MISCELLANEOUS
PERSONAL PROPERTY AND EVIDENCE**

The Police Department routinely becomes the custodian of a wide variety of property that is lost, mislaid, abandoned, forfeited, or of no further evidentiary value. As the Police Department currently has a number of such items, it would be appropriate at this time to dispose of these items as surplus property.

State law allows the Village to sell or dispose of surplus property in a manner that is best for the Village. All unclaimed/recovered property is disposed of in compliance with the Illinois State Statutes, which requires property to be held for at least six (6) months and after all reasonable efforts have been made to return the property to the rightful owner.

This property disposal request consists of one hundred and ten (110) miscellaneous items of personal property and evidence that have been held for various reasons over the years by the Police Department. All statute of limitations have expired and/or sentences have been completed for the related evidence in the appendix. Other property included in the appendix has no known owner, was turned in for destruction by the owner, or the owner has failed to respond to the Department's attempts to return their property. The attached list details an inventory of property to be destroyed, auctioned, or transferred to department use upon approval by the Village Board.

We recommend that the Village Board authorize the La Grange Police Department to dispose of the items as per the attached ordinance.

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VILLAGE OF LA GRANGE

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING DISPOSAL OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF LA GRANGE

WHEREAS, in the opinion of the corporate authorities of the Village Of La Grange, it is no longer necessary, useful, or in the best interests of the Village to retain ownership of the personal property described in this Ordinance; and

WHEREAS, it has been determined by the President and the Board of Trustees of the Village of La Grange to dispose of said personal property in the manner described in this Ordinance;

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. Disposal of Surplus Property. The President and Board of Trustees find that the personal property described in Exhibit A attached to this Ordinance and by this reference incorporated into this Ordinance (the "Surplus Property") is no longer necessary or useful to the Village, and thus the Village Manager for the Village of La Grange is hereby authorized to direct the sale or disposal of the Surplus Property in the manner most appropriate to the Village. The Surplus Property shall be sold or disposed of in "as is" condition.

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

PASSED this ____ day of _____ 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____ 2014.

By: _____
Thomas Livingston, Village President

ATTEST:

John Burns, Village Clerk

4-E.1

	CASE #	OFFENSE	DATE	EXP DATE	ITEM#	DESCRIPTION	DISPO
1	00-3-5	Armed Robbery	10/23/00	10/23/03	1-2	VHS Tapes	Prep for Dest
2	02-8-100	Retail Theft	09/09/02	12/09/03	1	VHS Tapes	Prep for Dest
3	02-8-101	Theft	09/10/02	09/10/03	1	Mermbership Card	Prep for Dest
4					2	VHS Tapes	Prep for Dest
5	03-6-26	Burglary Res	04/28/03	04/28/06	2	Sign	Prep for Dest
6					3	Envelope	Prep for Dest
7					8	Check Stub	Prep for Dest
8					9	Latent Print	Prep for Dest
9					10	Receipt	Prep for Dest
10	03-7-26	Burglary M/V	05/02/03	05/02/06	1	Latent Print	Prep for Dest
11					2	Latent Print	Prep for Dest
12					3	Glass	Prep for Dest
13					4	Owner's Manual	Prep for Dest
14					4a	Latent Print	Prep for Dest
15					5	Envelope	Prep for Dest
16					6	Elim Prints	Prep for Dest
17	04-7-22	Att Burglary M/V	05/19/04	08/18/05	1-3	Latent Print	Prep for Dest
18	05-6-27	Burglary Res	08/17/05	08/17/08	1	Envelope	Prep for Dest
19					2	ID Card	Prep for Dest
20					3	Screw Driver	Prep for Dest
21					4	Bank Bag	Prep for Dest
22					4a	Latent Print	Prep for Dest
23					5	Box, Unknown Cont	Prep for Dest
24					6-7	Elim Prints	Prep for Dest
25					8-9	Partial Palm Print	Prep for Dest
26					10	Canvass Bag	Prep for Dest
27					11	Keys	Prep for Dest
28					12	Glass	Prep for Dest
29					13	Door Glass	Prep for Dest
30	05-7-29	Burglary M/V	08/30/05	08/30/08	1-3	Latent Print	Prep for Dest
31					4-5	CD	Prep for Dest
32					6	Plastic Console	Prep for Dest
33	2007-02526	Theft	03/16/07	06/16/08	1-8	Gift Card	Prep for Dest
34	2007-02618	Susp Activity	03/17/07	06/17/09	1	Letter	Prep for Dest
35					2	Envelope	Prep for Dest
36					3	Check	Prep for Dest
37	04-1-4	Suicide	03/28/04	03/01/07	1	Sig Saur P226	Prep for Dest
38					2	Bullet Casing	Prep for Dest
39					3	9mm Bullet (7)	Prep for Dest
40					4	Court Doc	Prep for Dest
41					5	Letter of Resignation	Prep for Dest
42					6	Court Doc	Prep for Dest
43					7	CD/ Scene Photos	Prep for Dest
44	2008-04782	Burglary Res	04/09/08	04/09/11	2-6	Latent Print	Prep for Dest
45					7	Elim Prints	Prep for Dest
46	2008-05007	Burglary M/V	04/08/08	04/08/11	1-2	Latent Print	Prep for Dest

Property/Inventory

La Grange Police Department

Exhibit A - Appendix

47	2008-05040	Burglary	04/09/08	04/09/11	1	Latent Print	Prep for Dest
48					2	Handle	Prep for Dest
49					3-4	Pepsi Can	Prep for Dest
50					5	Wood Splinter	Prep for Dest
51					6-7	Elim Prints	Prep for Dest
52	2008-09209	Burglary	06/26/08	06/26/11	1-3	Glass	Prep for Dest
53					4	Window Frame	Prep for Dest
54					6-7	Latent Print	Prep for Dest
55	2008-09535	Theft	07/02/08	01/02/10	1	Bank Bag	Prep for Dest
56					2	Elim Prints	Prep for Dest
57	2009-12717	Burglary Res	09/03/09	09/03/12	1	Jewelry Box	Prep for Dest
58					2-3	Latent Print	Prep for Dest
59					4	Card	Prep for Dest
60					5-7	Latent Print	Prep for Dest
61					8	Mop	Prep for Dest
62					9-10	Elim Prints	Prep for Dest
63					32	Scene Photos	Prep for Dest
64	2009-15639	Burglary Res	10/23/09	10/23/12	1	Plastic Jar	Prep for Dest
65					2-5	Wood Trim	Prep for Dest
66	2009-01351	Traffic Stop	01/30/09	07/30/09	1	Handgun	Prep for Dest
67	2009-05040	UUW	04/18/09	04/18/12	1	Handgun	Prep for Dest
68	2011-14380	Turned in Prop	10/24/11	04/24/12	1	Handgun	Prep for Dest
69	2012-01343	UUW	01/29/12	06/29/13	1	Nunchucks	Prep for Dest
70	2012-01401	UUW	01/31/12	06/31/13	1	Expandable Baton	Prep for Dest
71	2012-05732	Domestic Disp	05/11/12	03/11/13	1	Phone	Prep for Dest
72					2	Knife	Prep for Dest
73	2012-07417	Turned in Prop	06/18/12	12/18/12	1	Handgun	Prep for Dest
74	2013-14900	Turned in Prop	12/03/13	05/03/14	1	Handgun	Prep for Dest
75					2	Handgun	Prep for Dest
76	2008-06316	Turned in Prop	05/03/08	11/03/08	1	Rifle	Prep for Dest
77					2	Rifle Magazine	Prep for Dest
78	2009-16077	Agg Battery	10/31/09	10/31/13	1-4	Cotton Swabs w/ Blood	Prep for Dest
79					5	Baseball Bat	Prep for Dest
80	2009-17625	UUW/Disorderly	11/27/09	05/27/09	1	BB Gun	Prep for Dest
81					2	BB Gun	Prep for Dest
82					3	BB Pellets	Prep for Dest
83	2010-01303	Turned in Prop	01/22/10	06/22/10	1	Knife	Prep for Dest
84	2010-01582	Burglary	01/26/10	01/26/13	1-2	Latent Print	Prep for Dest
85					3	Rifle Magazine/Ammo	Prep for Dest
86	2011-03063	Agg Assault	03/03/11	09/03/12	1	Knife	Prep for Dest
87	2011-10721	Disorderly Cond	08/08/11	02/08/13	1	BB Gun	Prep for Dest
88	2012-02494	Turned in Prop	02/24/12	06/24/12	2	Ammo	Prep for Dest
89	2012-06369	Found Prop	05/24/12	11/24/12	2	BB Gun	Prep for Dest
90	2012-09714	Theft	08/09/12	02/09/14	1	Bolt Cutter	Prep for Dest
91					2	Cable lock	Prep for Dest
92					3	Shirt	Prep for Dest
93	2013-03180	Domestic Batt	03/16/13	09/16/14	1-2	Stick &	Prep for Dest

4-E.3

94	2011-06613	Burg-Res	05/21/11	05/21/14	17	Shoes	Prep For Donation
95					18	Pants w/ Belt	Prep For Donation
96					19	Sweat Shirt	Prep For Donation
96					20	Lighter	Prep for Dest
97	2009-10513	Burg-Res	07/27/12	07/27/14	1	VHS Tapes	Prep for Dest
98	2013-00726	Found Prop	01/13/13	07/13/13	1	Knife	Prep for Dest
99	2013-10193	Turned in Prop	02/11/13	08/11/13	1-3	ID Card	Prep for Dest
100					4	Debit Card	Prep for Dest
101					5	LTHS Booster Card	Prep for Dest
102					6	Business Card	Prep for Dest
103	2013-15794	Found Prop	12/28/13	06/28/14	1	Wallet	Prep for Dest
104					2	\$290.89 USC	Prep for Seizure
105					3	IL Drivers License	Prep for Dest
106					4	ID Card	Prep for Dest
107					5	Debit Card	Prep for Dest
108	2014-02687	Poss of Cannabis	03/09/13	05/24/14	1	Green Plant Material	Prep for Dest
109					2	IL Drivers License	Prep for Dest
110	2014-02985	Found Prop	03/16/14	09/16/14	1	License Plate	Prep for Dest

MINUTES

VILLAGE OF LA GRANGE
BOARD OF TRUSTEES REGULAR MEETING

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

Monday, October 27, 2014 - 7:30 p.m.

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

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

PRESENT: Trustees Holder, Kuchler, Langan, McCarty, Nowak and Palermo with President Livingston presiding.

ABSENT: None

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

President Livingston requested Village Clerk John Burns announce who will be leading the Pledge of Allegiance this evening. Clerk Burns indicated that Scoutmaster John Svoboda, Sr., from Troop 66 is providing an official flag ceremony which was initiated by Boy Scouts John 'JJ' Svoboda, Ryan Oeste, Peter Schwabe and Ryan Plybon. Upon presentation of the flags they lead the audience in reciting the pledge of allegiance.

2. PRESIDENT'S REPORT

President Livingston extended an opportunity to voluntarily serve on the Community and Economic Development Commission. Interested individuals should submit their interest by November 14.

3. PUBLIC COMMENTS REGARDING AGENDA ITEMS

None

4. OMNIBUS AGENDA AND VOTE

- A. Resolution (#R-14-10) – 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 (#R-14-11) – 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 (\$498,655.41)

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

Approved by a 6 to 0 roll call vote.

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

5. CURRENT BUSINESS

- 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

President Livingston described the progression for discussion. Trustee McCarty will present the Board Report; the developer will provide a presentation; open discussion by the Board; public comments; and thereafter a motion to approve.

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Trustee McCarty provided background information on the numerous meetings; discussions; public hearings; public comments; and the various entities involved in preparation of the proposed development project. Further explaining previous concerns of the Village Board and the reconfigurations provided by the developer, Trustee McCarty noted the various Zoning Code adjustment standards and the scope of the required modifications recommended by the Plan Commission. Trustee McCarty listed the compensating amenities to be provided by the developer as concessions.

Trustee McCarty described the extensive modifications addressed by the Village Attorney and key provisions of the development agreement. Providing details of the ordinance and development agreement, Trustee McCarty referred to Mr. Sean Spellman of Opus to continue with his presentation.

Mr. Spellman extended his appreciation to the Village Manager, Village Attorney and staff for the numerous hours of preparation and integrity in the process over the past several months. Believing this is the very best development project and development agreement for all parties, Mr. Spellman requested Opus architect Mr. Dean Newins to provide visual aspects of the project.

Mr. Newins conducted a Power Point presentation which referenced the project as noted in the Village's Comprehensive Plan for high quality and diverse housing complimented by a transit oriented community. Based on feedback from previous Board discussions, Mr. Newins noted the updates related to open space and less density.

Further explaining modifications resulting from the Boards concerns, Mr. Spellman noted his pride in the proposed development. Mr. Spellman elaborated on the project as a compliment to the central business district and current trends for clientele this project would attract. Mr. Spellman provided pricing for the various units and noted projections of less traffic than previously experienced at this site.

At 8:20 p.m. President Livingston opened the floor for Trustee discussion.

Trustee Holder inquired about the duration between construction and occupancy. Mr. Spellman indicated that it would be an 18-month period. Believing that the vast majority of amenities are required items, Trustee Holder favors the project however expressed reservations with the development agreement.

Trustee McCarty inquired of other Village-approved planned unit development projects with amenities. Community Development Director Patrick Benjamin noted difficulty in making comparisons because each public contribution was site specific.

Trustee Kuchler expressed several concerns relative to inadequate parking but specifically his concern to density. Trustee Kuchler feels less units is more desirable for this property.

Trustee Langan expressed concerns with the remediation of any environmental issues. Attorney Burkland responded that it should not be an issue. Trustee Langan questioned applicable fees and Attorney Burkland referenced portions of the agreement for the Village's protection.

Trustee Palermo added his concerns related to the number of units and density for this site. Referencing a prior development which was approved for this site, Trustee Palermo feels this project is in conflict. President Livingston noted the prior development was withdrawn and did not materialize due to market conditions at that time.

Trustee McCarty attempted to clarify concerns relevant to density explaining that the architectural process is a balancing act and the developer goes through the number of units to make the project work. It is a combination of components.

Trustee Nowak inquired about the cost of signalization at Locust Avenue. Public Works Director Ryan Gillingham responded. President Livingston noted the process in conjunction with the Illinois Department of Transportation and grant opportunities for signalization.

At 9:00 p.m. President Livingston opened the floor to the public.

Caroline Nash who is an attorney by profession and resides at 21 Elmwood in La Grange Park supports the project and feels it enhances and connects both Villages.

Jeff Tucek who resides at Beacon Place expressed concerns related to congestion and noise. Although Mr. Tucek would like to see the site developed, he is not in favor of the proposed project.

Bob Battista referenced a previous email sent relating to the rising trend of apartment vacancies. Mr. Spellman responded that supply and demand fluctuate.

Karen who resides at 21 N. Madison inquired if there would be assigned parking as she was concerned that residents of the development would utilize on street parking. Although the parking is not assigned, Mr. Spellman noted that parking stalls would be assigned and that sufficient parking would be available.

Trish Shell who resides on Edgewood noted her main concern is related to flooding. Jim Cesar of Opus explained that the development would include a large concrete storm water retention vault with restrictors.

Karen Belicheck inquired if other developments or retail have been considered for this site. Mr. Benjamin responded affirmatively and Village Attorney Burkland noted that the majority of the property is zoned for general commercial which allows a variance of use to support retail.

At 9:30 p.m. with no additional public comments President Livingston requested a motion to approve.

Trustee McCarty moved to approve 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; a special use permit for a planned development; site plan approval; design review approval for the proposed apartment building; planned development concept plans and final plans; 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, those being signing and delivering a development agreement in the form attached to the Ordinance along with its numerous exhibits; submitting final plans and specifications consistent with the submitted preliminary plans and specifications; finalizing a Project Declaration that is now in only a draft form and that must be revised to be satisfactory to the Village, seconded by Trustee Nowak.

As La Grange is a highly desirable location and evolving trends for this type of quality and diverse housing is on the rise, Trustee McCarty noted his support of this important project.

Trustee Nowak concurs that this project is consistent to the goals and priorities for future economic growth within the Village. As the market dictates that high quality diverse housing is in demand, Trustee Nowak feels the necessity to meet that demand. Trustee Nowak added that this development will produce tax revenue to help manage needed infrastructure improvements and he will be voting in its favor.

Trustee Langan reiterated his concerns with the proposed project and continues to believe the units are small and density is too great for this site. Trustee Langan will not support this item.

Trustee Palermo also has issues with density and does not feel the Village is benefiting from the amenities. Believing that Village Board goals are to preserve the quality of life in La Grange and not to endanger it, Trustee Palermo will not support this item.

Trustee Kuchler shares the concerns related to density, parking, variances, and flooding.

Trustee Holder inquired if the Board could vote on the project but not the agreement. President Livingston requested Attorney Burkland to respond.

Attorney Burkland counseled the Board to be extremely cautious of a vote in absence of the negotiated development agreement. Attorney Burkland provided options the Board may consider taking.

As there is a motion on the floor, Attorney Burkland advised the Board may choose to vote on the motion, explaining that if the vote fails to pass the entire process would cease and a new application process would be required. The second option would be for the Board to table the motion to a future date.

Trustee Holder noted his desire to table the motion.

Trustee Langan feels the project declaration should be in a final form for the Board to review.

In order to address the numerous concerns, President Livingston suggested the Board relay them individually. Mr. Spellman was asked if he would be willing to table the motion until the next regularly scheduled Village Board meeting on Monday, November 10, 2014. Mr. Spellman was agreeable to the date.

Trustee Holder moved to table the matter to November 10, seconded by Trustee Langan. Approved by voice vote.

6. MANAGER'S REPORT

A. Pension Workshop

At 10:10 p.m. Village Manager Pilipiszyn requested Finance Director Lou Cipparrone to provide a synopsis and summary of staff recommendations regarding the pension levies for 2014.

Mr. Cipparrone noted that Mr. Todd Schroeder of Lauterbach & Amen, LLP has been engaged as the independent actuary by both Police and Fire Pension Boards. Mr. Cipparrone outlined staff recommendations based on the professional guidance provided by the independent actuary. Mr. Cipparrone explained that if the Village Board continues to fund the pension levies at a level which utilizes: the entry age normal actuarial cost method; a funding target level of 100; a 5-year smoothed market method of recognizing gains and losses; an interest rate assumption of 7.0%.; and the Lauterbach & Amen 2012 mortality table adjusted for male and female police officers, staff is recommending 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.

Adding that the overall property tax levy is scheduled to be reviewed on November 10 and formally adopted on December 8, Mr. Cipparrone noted staff recommends that the Village Board levy the full amount of the combined pension levy requested by the pension boards to ensure full funding pension obligations.

Mr. Cipparrone introduced Actuary Todd Schroeder to comment and address any Board concerns. Mr. Schroeder referenced and explained the actuarial liability contribution requirement changes for both funds and offered to answer any questions the Board may have.

President Livingston stated that the Village's pension liability, although challenging, must be responsibly met to ensure long term fiscal stability for La Grange.

Several queries were presented to Mr. Schroeder and discussion ensued amongst the Village Board of Trustees which included actuarial assumptions, demographic changes, age of spouse, concerns that the correct actuary tables are being utilized, investment earnings, current funding ratios, and achievement of the 100% funding status by 2040.

Noting the seriousness of pension funding, President Livingston remarked that while the proposed levies represent a slight increase over budget, it is anticipated that several operating revenues may exceed budget projections.

President Livingston thanked Mr. Schroeder for his report and inquired if the Village Manager had additional announcements. Mr. Pilipiszyn indicated he did not.

7. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA

Nancy Kenney, 400 S. Peck noted her pride in the community and support for the proposed development. Ms. Kenney thanked Jeannine McLaughlin and the La Grange Historical Society for an event to honor World War II Veterans.

Orlando Coryell feels Trustee issues related to the Opus development project should have been voiced to the Plan Commission.

8. EXECUTIVE SESSION

None

9. TRUSTEE COMMENTS

Trustee Palermo thanked President Livingston for the open invitation seeking to fill a vacancy on the Community and Economic Development Commission.

Trustee Holder expressed congratulations on the successful adoption of the Police Union Contract.

Trustee Langan encouraged residents to try the new La Buona Vita restaurant.

10. ADJOURNMENT

At 10:58 p.m. Trustee Langan moved to adjourn, seconded by Trustee Nowak. 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

November 10, 2014

Consolidated Voucher 141110

Fund No.	Fund Name	11/10/14 Voucher	11/07/14 Payroll	Total
01	General	165,930.23	364,643.35	530,573.58
21	Motor Fuel Tax			0.00
22	Foreign Fire Insurance Tax	194.08		194.08
24	ETSB	3,374.38		3,374.38
27	Drug Enforcement			0.00
40	Capital Projects	26,090.81		26,090.81
50	Water	313,952.51	49,247.23	363,199.74
51	Parking	3,261.59	36,459.41	39,721.00
60	Equipment Replacement			0.00
70	Police Pension	4,503.03		4,503.03
75	Firefighters' Pension	2,482.00		2,482.00
80	Sewer	3,964.92	15,041.11	19,006.03
90	Debt Service	281,147.50		281,147.50
		<u>804,901.05</u>	<u>465,391.10</u>	<u>1,270,292.15</u>

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

Village Manager

Village Clerk

President

Trustee

Trustee

Trustee

Trustee

Trustee

Trustee

DATE: 11/06/14
 TIME: 09:46:58
 ID: AP222000.WOW

VILLAGE OF LA GRANGE
 MANUAL PRE-CHECK RUN EDIT

PAGE: 1

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
130913	HEA2555			HEALTHCARE SERVICE CORPORATION	10/28/14		
	14/11	10/17/14	01	NOV EMPLOYEE HEALTH INS PREM		01-00-31-3105	17,395.90
			02	NOV EMPLOYEE HEALTH INS PREM		01-00-31-3105	12,762.50
			03	NOV EMPLOYEE HEALTH INS PREM		01-02-60-6010	1,744.97
			04	NOV EMPLOYEE HEALTH INS PREM		01-03-60-6010	5,070.20
			05	NOV EMPLOYEE HEALTH INS PREM		01-06-60-6010	4,757.49
			06	NOV EMPLOYEE HEALTH INS PREM		01-07-60-6010	25,434.18
			07	NOV EMPLOYEE HEALTH INS PREM		51-00-60-6010	2,222.39
			08	NOV EMPLOYEE HEALTH INS PREM		01-09-60-6010	22,567.38
			09	NOV EMPLOYEE HEALTH INS PREM		01-11-60-6010	8,560.14
			10	NOV EMPLOYEE HEALTH INS PREM		50-00-60-6010	13,152.94
			11	NOV EMPLOYEE HEALTH INS PREM		80-00-60-6010	1,267.55
				INVOICE TOTAL:			114,935.64 *
				CHECK TOTAL:			114,935.64

130914	DEA3678			DEARBORN NATL LIFE INSURANCE	10/28/14		
	14/11	10/20/14	01	NOV EMPLOYEE LIFE INS PREMIUM		01-02-60-6010	22.80
			02	NOV EMPLOYEE LIFE INS PREMIUM		01-03-60-6010	22.80
			03	NOV EMPLOYEE LIFE INS PREMIUM		01-06-60-6010	28.50
			04	NOV EMPLOYEE LIFE INS PREMIUM		01-07-60-6010	202.30
			05	NOV EMPLOYEE LIFE INS PREMIUM		51-00-60-6010	17.10
			06	NOV EMPLOYEE LIFE INS PREMIUM		01-09-60-6010	122.50
			07	NOV EMPLOYEE LIFE INS PREMIUM		01-11-60-6010	76.90
			08	NOV EMPLOYEE LIFE INS PREMIUM		50-00-60-6010	62.70
			09	NOV EMPLOYEE LIFE INS PREMIUM		80-00-60-6010	11.40
			10	NOV EMPLOYEE LIFE INS PREMIUM		01-00-31-3105	266.00
				INVOICE TOTAL:			833.00 *
				CHECK TOTAL:			833.00

130915	THI4170			DAN THIESSE	10/29/14		
	141028	10/28/14	01	25 PLUMBING INSPECTIONS		01-06-62-6229	887.50
				INVOICE TOTAL:			887.50 *
				CHECK TOTAL:			887.50

130916	USP			U.S. POSTMASTER	10/30/14		
	141029-2	10/29/14	01	PERMIT 34:MAIL VILLAGE SPOKESM		01-12-68-6860	1,058.48
				INVOICE TOTAL:			1,058.48 *
				CHECK TOTAL:			1,058.48

130917	GEO1192			GEORGIA DARE TRAINING CENTER	11/04/14		
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VILLAGE OF LA GRANGE
 MANUAL PRE-CHECK RUN EDIT

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
130917	GEO1192			GEORGIA DARE TRAINING CENTER	11/04/14		
	141031L	10/31/14	01	DARE ACADEMY LODGING/ANDRIES		01-07-60-6020	825.00
				INVOICE TOTAL:			825.00 *
				CHECK TOTAL:			825.00
130918	GEO1192			GEORGIA DARE TRAINING CENTER	11/04/14		
	141031B	10/31/14	01	DARE ACAD BANQUET/ANDRIES		01-07-60-6020	35.00
				INVOICE TOTAL:			35.00 *
				CHECK TOTAL:			35.00
				TOTAL AMOUNT PAID:			118,574.62

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DATE: 11/06/14
 TIME: 09:47:13
 ID: AP223000.WOW

VILLAGE OF LA GRANGE
 DISTRIBUTION JOURNAL --- MANUAL CHECKS AP-110614

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JOURNAL DATE: 11/06/14

ACCOUNTING PERIOD: 07

ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
GENERAL FUND							
01	01-00-31-3105	P/R-HOSPITALIZATION-EMPLOYEE	HEA2555	14/11	NOV EMPLOYEE HEALTH INS PREM	17,395.90	
02	01-00-31-3105	P/R-HOSPITALIZATION-EMPLOYEE	HEA2555	14/11	NOV EMPLOYEE HEALTH INS PREM	12,762.50	
03	01-00-31-3105	P/R-HOSPITALIZATION-EMPLOYEE	DEA3678	14/11	NOV EMPLOYEE LIFE INS PREMIUM	266.00	
04	01-02-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	14/11	NOV EMPLOYEE HEALTH INS PREM	1,744.97	
05	01-02-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	14/11	NOV EMPLOYEE LIFE INS PREMIUM	22.80	
06	01-03-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	14/11	NOV EMPLOYEE HEALTH INS PREM	5,070.20	
07	01-03-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	14/11	NOV EMPLOYEE LIFE INS PREMIUM	22.80	
08	01-06-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	14/11	NOV EMPLOYEE HEALTH INS PREM	4,757.49	
09	01-06-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	14/11	NOV EMPLOYEE LIFE INS PREMIUM	28.50	
10	01-06-62-6229	CONTRACTUAL PLUMBING INSP	THI4170	141028	25 PLUMBING INSPECTIONS	887.50	
11	01-07-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	14/11	NOV EMPLOYEE HEALTH INS PREM	25,434.18	
12	01-07-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	14/11	NOV EMPLOYEE LIFE INS PREMIUM	202.30	
13	01-07-60-6020	TRAINING & MEMBERSHIP	GEO1192	141031L	DARE ACADEMY LODGING/ANDRIES	825.00	
14	01-07-60-6020	TRAINING & MEMBERSHIP	GEO1192	141031B	DARE ACAD BANQUET/ANDRIES	35.00	
15	01-09-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	14/11	NOV EMPLOYEE HEALTH INS PREM	22,567.38	
16	01-09-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	14/11	NOV EMPLOYEE LIFE INS PREMIUM	122.50	
17	01-11-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	14/11	NOV EMPLOYEE HEALTH INS PREM	8,560.14	
18	01-11-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	14/11	NOV EMPLOYEE LIFE INS PREMIUM	76.90	
19	01-12-68-6860	PUBLIC/EMPLOYEE RELATIONS	USP	141029-2	PERMIT 34:MAIL VILLAGE SPOKESM	1,058.48	
20	01-00-00-1010	CASH-FNBLG-CHECKING			ACCOUNTS PAYABLE OFFSET		101,840.54

WATER FUND

21	50-00-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	14/11	NOV EMPLOYEE HEALTH INS PREM	13,152.94	
22	50-00-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	14/11	NOV EMPLOYEE LIFE INS PREMIUM	62.70	
23	50-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		13,215.64

PARKING FUND

24	51-00-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	14/11	NOV EMPLOYEE HEALTH INS PREM	2,222.39	
25	51-00-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	14/11	NOV EMPLOYEE LIFE INS PREMIUM	17.10	
26	51-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		2,239.49

SEWER FUND

27	80-00-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	14/11	NOV EMPLOYEE HEALTH INS PREM	1,267.55	
28	80-00-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	14/11	NOV EMPLOYEE LIFE INS PREMIUM	11.40	
29	80-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		1,278.95

INTERFUND SUMMARY

DATE: 11/06/14
 TIME: 09:47:13
 ID: AP223000.WOW

VILLAGE OF LA GRANGE
 DISTRIBUTION JOURNAL --- MANUAL CHECKS AP-110614

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JOURNAL DATE: 11/06/14

ACCOUNTING PERIOD: 07

ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
30	01-00-20-2050	DUE T/F WATER			ACCTS PAYABLE INTERFUND OFFSET	13,215.64	
31	01-00-20-2051	DUE T/F PARKING METER			ACCTS PAYABLE INTERFUND OFFSET	2,239.49	
32	01-00-20-2080	DUE T/F SEWER			ACCTS PAYABLE INTERFUND OFFSET	1,278.95	
33	01-00-00-1010	CASH-FNBLG-CHECKING			ACCTS PAYABLE INTERFUND OFFSET		16,734.08
TOTALS:						135,308.70	135,308.70

4-6.2

INVOICES DUE ON/BEFORE 11/10/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
130919	AIS6428	ALL INFORMATION SERVICES, INC					
	27679	10/21/14	01	SSIL ICC CERTF 14-15	01-19-62-6230		150.00
						INVOICE TOTAL:	150.00 *
						CHECK TOTAL:	150.00
130920	ALB24	CHRISTINE ALBANO					
	140919	09/19/14	01	SIDEWALK SALE;WELLNESS EXPO AD	01-06-62-6239		200.00
						INVOICE TOTAL:	200.00 *
						CHECK TOTAL:	200.00
130921	ALL897	ALLY INC					
	13104	10/17/14	01	NOV CUSTODIAL SERVICE:DECK	51-00-62-6280		325.00
						INVOICE TOTAL:	325.00 *
	13105	10/17/14	01	NOV CUSTODIAL SERVICE:PD	01-10-62-6221		1,475.26
						INVOICE TOTAL:	1,475.26 *
	13108	10/17/14	01	NOV CUSTODIAL SERVICE:DPW	01-10-62-6221		395.00
						INVOICE TOTAL:	395.00 *
	13109	10/17/14	01	NOV CUSTODIAL SERVICE:VH	01-10-62-6221		1,644.69
						INVOICE TOTAL:	1,644.69 *
	13113	10/10/14	01	ADD'L CLEANING/STONE AVE STN	40-00-66-6604		287.00
						INVOICE TOTAL:	287.00 *
						CHECK TOTAL:	4,126.95
130922	ALS9521	AL'S RADIATOR					
	116619	10/29/14	01	RADIATOR/#13	01-11-62-6220		92.50

INVOICES DUE ON/BEFORE 11/10/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
130922	ALS9521	AL'S RADIATOR					
	116619	10/29/14	02	RADIATOR/#13	80-00-62-6220		92.50
						INVOICE TOTAL:	185.00 *
						CHECK TOTAL:	185.00
130923	AM8623	A & M PARTS INC					
	309920	10/29/14	01	HEATER HOSE/#13	80-00-62-6220		4.64
			02	HEATER HOSE/#13	01-11-62-6220		4.64
						INVOICE TOTAL:	9.28 *
	473074	10/07/14	01	FILTERS;BRAKE PADS/#1	01-11-62-6220		50.53
						INVOICE TOTAL:	50.53 *
	473111	10/07/14	01	MOTOR & TRANS TUNE-UP/SHOP	01-11-62-6220		69.92
						INVOICE TOTAL:	69.92 *
	473114	10/07/14	01	L&R FRONT BRAKE HOSES/#1	01-11-62-6220		33.15
						INVOICE TOTAL:	33.15 *
	473365	10/08/14	01	OIL PRESSURE SWITCH/TRACKLESS	01-11-62-6220		15.08
						INVOICE TOTAL:	15.08 *
	473397	10/08/14	01	AIR FILTERS/#14	01-11-62-6220		45.67
						INVOICE TOTAL:	45.67 *
	473537	10/09/14	01	FILTERS;WINTER DEFENSE/#14	01-11-62-6220		140.44
						INVOICE TOTAL:	140.44 *
						*** VOID---LEADER CHECK ***	
130924	AM8623	A & M PARTS INC					
	473674	10/09/14	01	BULBS/#14	01-11-62-6220		18.88
						INVOICE TOTAL:	18.88 *

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INVOICES DUE ON/BEFORE 11/10/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130924	AM8623	A & M PARTS INC						
	473757-2	10/10/14	01	TRANS OIL;FILTERS/#12	01-11-62-6220		170.44	
						INVOICE TOTAL:	170.44 *	
	473779	10/10/14	01	ANTIFREEZE/PUMP STN GENERATOR	50-00-62-6220		29.97	
						INVOICE TOTAL:	29.97 *	
	473831	10/10/14	01	HOSE FOR GREASE GUN/SHOP	01-11-62-6220		5.60	
						INVOICE TOTAL:	5.60 *	
	4743014	10/14/14	01	AIR & OIL FILTERS/#2	01-11-62-6220		78.34	
						INVOICE TOTAL:	78.34 *	
	474303	10/14/14	01	CABIN AIR FILTER/#2	01-11-62-6220		16.40	
						INVOICE TOTAL:	16.40 *	
	474378	10/14/14	01	CABIN AIR FILTER/#8	01-11-62-6220		10.15	
						INVOICE TOTAL:	10.15 *	
		*** VOID---LEADER CHECK ***						
130925	AM8623	A & M PARTS INC						
	474424	10/14/14	01	REVERSE ALARM/#2	01-11-62-6220		36.15	
						INVOICE TOTAL:	36.15 *	
	475353	10/20/14	01	AIR FILTER/#16	01-11-62-6220		45.67	
						INVOICE TOTAL:	45.67 *	
	476037	10/23/14	01	THROTTLE SENSOR/#74	50-00-62-6220		71.68	
						INVOICE TOTAL:	71.68 *	
	476262	10/24/14	01	AIR CHUCK/SHOP	01-11-62-6220		17.80	
						INVOICE TOTAL:	17.80 *	

INVOICES DUE ON/BEFORE 11/10/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130925	AM8623	A & M PARTS INC						
	476287	10/24/14	01	AIR FILTER/MC35	01-11-62-6220		15.50	
						INVOICE TOTAL:	15.50 *	
	476297	10/24/14	01	AIR FILTER/SKIDSTEER	01-11-62-6220		15.50	
						INVOICE TOTAL:	15.50 *	
	476570	10/27/14	01	AIR;OIL;FUEL FILTERS/#4	01-11-62-6220		91.54	
						INVOICE TOTAL:	91.54 *	
		*** VOID---LEADER CHECK ***						
130926	AM8623	A & M PARTS INC						
	476669	10/27/14	01	COND COOLANT SYST/#13	01-11-62-6220		8.50	
			02	COND COOLANT SYST/#13	80-00-62-6220		8.51	
						INVOICE TOTAL:	17.01 *	
	476682	10/27/14	01	COUPLER/GREASE GUN	01-11-62-6220		5.40	
						INVOICE TOTAL:	5.40 *	
	476850	10/28/14	01	OXYGEN SENSOR/#74	50-00-62-6220		85.58	
						INVOICE TOTAL:	85.58 *	
	476871	10/28/14	01	BATTERY CABLES/#14	01-11-62-6220		7.14	
						INVOICE TOTAL:	7.14 *	
	476989	10/29/14	01	REDUCER CONN;HTR HOSE/#13	01-11-62-6220		23.73	
			02	REDUCER CONN;HTR HOSE/#13	80-00-62-6220		23.72	
						INVOICE TOTAL:	47.45 *	
	477012	10/29/14	01	EXHAUST CLAMP/#74	50-00-62-6220		10.17	
						INVOICE TOTAL:	10.17 *	
		*** VOID---LEADER CHECK ***						
130927	AM8623	A & M PARTS INC						
	477136	10/30/14	01	FUEL FILTER;WW WASHER/SHOP	01-11-62-6220		100.35	
						INVOICE TOTAL:	100.35 *	

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INVOICES DUE ON/BEFORE 11/10/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130927	AM8623	A & M PARTS INC						
	477197	10/30/14	01	FUEL FILTER;OIL/MC35	01-11-62-6220		57.09	
						INVOICE TOTAL:	57.09 *	
	477252	10/30/14	01	BULBS/SALT SPREADERS	01-11-62-6220		56.64	
						INVOICE TOTAL:	56.64 *	
	477393	10/31/14	01	SERPENTINE;DRIVE BELTS/#74	50-00-62-6220		107.83	
						INVOICE TOTAL:	107.83 *	
	477449	10/31/14	01	RETURN SERPENTINE BELT	50-00-62-6220		-24.85	
						INVOICE TOTAL:	-24.85 *	
	477450	10/31/14	01	SERPENTINE BELTS/#74	50-00-62-6220		60.96	
						INVOICE TOTAL:	60.96 *	
						CHECK TOTAL:	1,518.46	
130928	AMA1	AMALGAMATED BANK OF CHICAGO						
	141023	10/23/14	01	GO ALT REVENUE BONDS/PRINCIPAL	50-00-67-6700		85,000.00	
			02	GO ALT REVENUE BONDS/INTEREST	50-00-67-6701		22,115.00	
						INVOICE TOTAL:	107,115.00 *	
						CHECK TOTAL:	107,115.00	
130929	AME5749	AMERICAN MESSAGING						
	U11587340K	11/03/14	01	NOV PAGE COPY SERVICE	24-00-62-6210		82.51	
						INVOICE TOTAL:	82.51 *	
						CHECK TOTAL:	82.51	
130930	AND3323	ANDRES MEDICAL BILLING LTD						
	134168	11/05/14	01	OCT COLLECTION FEES	01-00-58-5866		2,353.04	
						INVOICE TOTAL:	2,353.04 *	
						CHECK TOTAL:	2,353.04	

INVOICES DUE ON/BEFORE 11/10/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130931	ARA2525	ARAMARK UNIFORM SERVICES						
	2078761311	10/24/14	01	MATS	01-10-62-6221		34.73	
						INVOICE TOTAL:	34.73 *	
	2078761437	10/24/14	01	10/24/14 UNIFORM SVC	01-11-60-6021		62.32	
			02	10/24/14 UNIFORM SVC	50-00-60-6021		40.80	
			03	10/24/14 UNIFORM SVC	80-00-60-6021		10.20	
			04	FLOOR MATS/TRAIN STN	51-00-62-6225		11.00	
			05	FLOOR MATS/PARKING DECK	51-00-62-6280		5.50	
						INVOICE TOTAL:	129.82 *	
	2078770979	10/31/14	01	10/31/14 UNIFORM SVC	01-11-60-6021		62.32	
			02	10/31/14 UNIFORM SVC	50-00-60-6021		40.80	
			03	10/31/14 UNIFORM SVC	80-00-60-6021		10.20	
			04	FLOOR MATS/TRAIN STN	51-00-62-6225		11.00	
			05	FLOOR MATS/PARKING DECK	51-00-62-6280		5.50	
						INVOICE TOTAL:	129.82 *	
						CHECK TOTAL:	294.37	
130932	ASP8201	ASPEN MILLS						
	155729	10/10/14	01	UNIFORM PANTS	01-09-60-6021		600.37	
						INVOICE TOTAL:	600.37 *	
						CHECK TOTAL:	600.37	
130933	ATO3733	ATOMATIC MECHANICAL SVCS INC						
	SRV14-14645	10/21/14	01	SERVICE CALL/VH BOILER	01-10-62-6220		528.50	
						INVOICE TOTAL:	528.50 *	
						CHECK TOTAL:	528.50	
130934	ATT	A T & T						

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INVOICES DUE ON/BEFORE 11/10/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
130934	ATT 14/708352193310	A T & T 10/16/14	01	OCT MODEM LINE 352-1933/PD	01-07-62-6210		65.11
						INVOICE TOTAL:	65.11 *
					CHECK TOTAL:		65.11
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
130935	ATT 14/708352212110	A T & T 10/16/14	01	OCT EMERGENCY LINE 352-2121/FD	01-09-62-6210		163.54
						INVOICE TOTAL:	163.54 *
					CHECK TOTAL:		163.54
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
130936	ATT 14/708352213110	A T & T 10/16/14	01	OCT EMERGENCY LINE 352-2131/PD	01-07-62-6210		240.27
						INVOICE TOTAL:	240.27 *
					CHECK TOTAL:		240.27
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
130937	ATT 14/708354156610	A T & T 10/22/14	01	OCT OFFICE LINE 354-1566	01-09-62-6210		82.26
						INVOICE TOTAL:	82.26 *
					CHECK TOTAL:		82.26
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
130938	ATT 14/708214012410	A T & T 10/16/14	01	OCT TELEMETRY LINE Z140124/WTR	50-00-62-6210		96.60
						INVOICE TOTAL:	96.60 *
					CHECK TOTAL:		96.60
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			

INVOICES DUE ON/BEFORE 11/10/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
130939	ATT 14/708245003710	A T & T 10/16/14	01	OCT ALARM LINE 708Z450037	01-11-62-6210		110.22
			02	OCT ALARM LINE 708Z450037	80-00-62-6210		110.22
						INVOICE TOTAL:	220.44 *
					CHECK TOTAL:		220.44
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
130940	ATT 14/708245008710	A T & T 10/16/14	01	OCT ALARM LINE Z450087/ADM	01-02-62-6210		110.22
			02	OCT ALARM LINE Z450087/FIN	01-03-62-6210		110.22
						INVOICE TOTAL:	220.44 *
					CHECK TOTAL:		220.44
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
130941	ATT 14/708245027010	A T & T 10/16/14	01	OCT ALARM LINE Z450270/CLK ADM	01-02-62-6210		220.44
			02	OCT ALARM LINE Z450270/COM DEV	01-06-62-6210		220.45
						INVOICE TOTAL:	440.89 *
					CHECK TOTAL:		440.89
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
130942	ATT 14/708245520210	A T & T 10/16/14	01	OCT ALARM LINE Z455202/WTR	50-00-62-6210		440.89
						INVOICE TOTAL:	440.89 *
					CHECK TOTAL:		440.89
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
130943	ATT5017	AT&T LONG DISTANCE					

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INVOICES DUE ON/BEFORE 11/10/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130943	ATT5017	AT&T LONG DISTANCE						
	14/10	10/19/14	01	OCT LONG DISTANCE CHARGES	01-02-62-6210		15.44	
			02	OCT LONG DISTANCE CHARGES	01-03-62-6210		16.03	
			03	OCT LONG DISTANCE CHARGES	01-06-62-6210		2.91	
			04	OCT LONG DISTANCE CHARGES	01-07-62-6210		33.01	
			05	OCT LONG DISTANCE CHARGES	01-09-62-6210		11.48	
			06	OCT LONG DISTANCE CHARGES	01-11-62-6210		6.19	
			07	OCT LONG DISTANCE CHARGES	50-00-62-6210		12.37	
			08	OCT LONG DISTANCE CHARGES	80-00-62-6210		6.18	
				INVOICE TOTAL:			103.61 *	
				CHECK TOTAL:			103.61	

130944	ATT911	A T & T						
	14/773RO6237210	10/16/14	01	OCT E911 WIRELESS:773/RO6-2372	24-00-62-6210		102.36	
				INVOICE TOTAL:			102.36 *	
				CHECK TOTAL:			102.36	

*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***

130945	BAX783	BAXTER & WOODMAN						
	0176633	10/23/14	01	COSSITT RECONSTRUCTION	40-00-66-6648		4,422.59	
				INVOICE TOTAL:			4,422.59 *	
	0176634	10/23/14	01	WILLOW SPR RD TRAFFIC SIGNAL	40-00-66-6602		4,129.69	
				INVOICE TOTAL:			4,129.69 *	
	0176635	10/23/14	01	COUNTRYSIDE LOMR REVIEW	40-00-68-6862		243.91	
				INVOICE TOTAL:			243.91 *	
	0176636	10/23/14	01	KENSINGTON RESURFACING STP	40-00-66-6618		1,142.96	
				INVOICE TOTAL:			1,142.96 *	
	0176637	10/23/14	01	FY2014-15 NEIGHBORHOOD STREETS	40-00-66-6698		2,413.52	
				INVOICE TOTAL:			2,413.52 *	

INVOICES DUE ON/BEFORE 11/10/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130945	BAX783	BAXTER & WOODMAN						
	0176639	10/23/14	01	OARS IMPLEMENTATION MODELING	40-00-68-6862		121.12	
				INVOICE TOTAL:			121.12 *	
	0176640	10/23/14	01	2014 SEWER TELEVISIONING PROGRAM	40-00-66-6686		173.36	
			02	2014 SEWER TELEVISIONING PROGRAM	80-00-66-6681		173.36	
				INVOICE TOTAL:			346.72 *	

*** VOID---LEADER CHECK ***

130946	BAX783	BAXTER & WOODMAN						
	0176641	10/23/14	01	UPTOWN LG SITE PLAN REVIEW	40-00-68-6862		3,208.55	
				INVOICE TOTAL:			3,208.55 *	
	0176642	10/23/14	01	LOCUST AVE STP APPLICATION	40-00-68-6862		955.17	
				INVOICE TOTAL:			955.17 *	
	0176643	10/23/14	01	LG RD TRAIN STN PARKING	40-00-68-6862		849.89	
				INVOICE TOTAL:			849.89 *	
	0176644	10/23/14	01	SOUTH BASIN MODELING	40-00-66-6611		5,584.08	
				INVOICE TOTAL:			5,584.08 *	
				CHECK TOTAL:			23,418.20	

130947	BIG	BIG TUNA						
	141103	11/03/14	01	REFUND ESCROW:1407 W COSSITT	01-00-51-5110		2,126.43	
				INVOICE TOTAL:			2,126.43 *	
				CHECK TOTAL:			2,126.43	

*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***

130948	BOU2353	BOUND TREE MEDICAL LLC						
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INVOICES DUE ON/BEFORE 11/10/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
130948	BOU2353	BOUND TREE MEDICAL LLC					
	81571681	10/15/14	01	PROTECTIVE CLOTHING;GLASSES	01-09-62-6253		239.10
						INVOICE TOTAL:	239.10 *
						CHECK TOTAL:	239.10
130949	BRE5414	BREENS UNIFORM RENTAL					
	31387	09/17/14	01	3 FLOOR MATS/STONE STN	01-10-62-6223		246.00
						INVOICE TOTAL:	246.00 *
						CHECK TOTAL:	246.00
130950	CAB4559	CABAY & COMPANY INC					
	52445	10/09/14	01	FIREHOUSE SUPPLIES	01-09-61-6100		384.49
						INVOICE TOTAL:	384.49 *
						CHECK TOTAL:	384.49
130951	CAS7911	CASE LOTS INC					
	1532	10/29/14	01	CASE DISH SOAP/DPW	01-11-61-6100		48.85
						INVOICE TOTAL:	48.85 *
						CHECK TOTAL:	48.85
130952	CAT6298	CATCHING FLUIDPOWER, INC					
	5953317	10/15/14	01	NIPPLE ASSEMBLY ETC	01-11-62-6220		303.50
						INVOICE TOTAL:	303.50 *
	5954494	10/21/14	01	HYDRAULIC HOSE/#8	01-11-62-6220		99.62
						INVOICE TOTAL:	99.62 *
	5954911	10/22/14	01	HOSES FOR SALT SPINNERS	01-11-62-6220		247.18
						INVOICE TOTAL:	247.18 *

INVOICES DUE ON/BEFORE 11/10/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
130952	CAT6298	CATCHING FLUIDPOWER, INC					
	5955053	10/22/14	01	4 FILTER ELEMENTS/#12	01-11-62-6220		51.20
						INVOICE TOTAL:	51.20 *
						CHECK TOTAL:	701.50
130953	CCBT	COOK CO BUREAU OF TECHNOLOGY					
	141022	10/22/14	01	T1 DATA& WAN/CABS FOR 2014	24-00-62-6220		3,151.50
						INVOICE TOTAL:	3,151.50 *
						CHECK TOTAL:	3,151.50
130954	CIMBALIS	THOMAS CIMBALISTA					
	141026	10/21/14	01	REIMBURSE FOR SHIRTS	01-07-60-6021		58.19
						INVOICE TOTAL:	58.19 *
						CHECK TOTAL:	58.19
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
130955	COM3002	COMCAST CABLE					
	140909	09/09/14	01	OCT CABLE SVC/FD	22-00-66-6600		97.04
						INVOICE TOTAL:	97.04 *
	141009	10/09/14	01	NOV CABLE SVC/FD	22-00-66-6600		97.04
						INVOICE TOTAL:	97.04 *
	141024	10/24/14	01	NOV MODEM/PARKING DECK	51-00-62-6280		107.35
						INVOICE TOTAL:	107.35 *
						CHECK TOTAL:	301.43
130956	CON1421	CONSTELLATION NEWENERGY INC					

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INVOICES DUE ON/BEFORE 11/10/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130956	CON1421	CONSTELLATION NEWENERGY INC						
	18918335	10/20/14	01	OCT STREET LIGHTS	01-11-62-6211		332.05	
			02	OCT PARKING LOT LIGHTS	51-00-62-6211		122.81	
						INVOICE TOTAL:	454.86 *	
	18947222	10/22/14	01	OCT STREET LIGHTS	01-11-62-6211		18.29	
			02	OCT PARKING LOT LIGHTS	51-00-62-6211		6.76	
						INVOICE TOTAL:	25.05 *	
						CHECK TOTAL:	479.91	
130957	COOKCC	COOK COUNTY CLERK						
	141103	11/03/14	01	NOTARY CERTIFICATION/GONZALEZ	01-06-60-6020		10.00	
						INVOICE TOTAL:	10.00 *	
						CHECK TOTAL:	10.00	
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***				
130958	COU11	COURTNEY'S LANE						
	1014050	10/13/14	01	SAFETY INSPECTION/#14	01-11-62-6220		35.00	
						INVOICE TOTAL:	35.00 *	
	101724	10/17/14	01	SAFETY INSPECTION/#64	50-00-62-6220		35.00	
			02	SAFETY INSPECTION/#2	01-11-62-6220		52.00	
						INVOICE TOTAL:	87.00 *	
	101740	10/21/14	01	SAFETY INSPECTION/#19	01-11-62-6220		35.00	
						INVOICE TOTAL:	35.00 *	
	101746	10/22/14	01	SAFETY INSPECTION/#16	01-11-62-6220		35.00	
						INVOICE TOTAL:	35.00 *	
						CHECK TOTAL:	192.00	

INVOICES DUE ON/BEFORE 11/10/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130959	DAVENPOR	RUSSELL DAVENPORT						
	141028	10/28/14	01	REIMBURSE FOR STEEL TOED BOOTS	01-11-60-6021		150.00	
						INVOICE TOTAL:	150.00 *	
						CHECK TOTAL:	150.00	
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***				
130960	EJ665	EJ EQUIPMENT						
	65147	10/02/14	01	STEERING PIN;CLIP/TRACKLESS	01-11-62-6220		211.89	
						INVOICE TOTAL:	211.89 *	
						CHECK TOTAL:	211.89	
130961	EMP7247	EMPHASYS TREASURY MGT SOFTWARE						
	08235	10/14/14	01	2014/15 INVEST SOFTWARE LEASE	01-03-62-6220		2,482.00	
			02	2014/15 INVEST SOFTWARE LEASE	70-00-68-6899		2,482.00	
			03	2014/15 INVEST SOFTWARE LEASE	75-00-68-6899		2,482.00	
						INVOICE TOTAL:	7,446.00 *	
						CHECK TOTAL:	7,446.00	
130962	FAL5	FALON & KENNEY						
	20563	10/07/14	01	2007-2010 TAX OBJ	01-04-62-6235		540.00	
						INVOICE TOTAL:	540.00 *	
						CHECK TOTAL:	540.00	
130963	FED9451	FEDEX						
	2-821-56825	10/22/14	01	MAIL TO GFOA	01-03-61-6101		23.82	
						INVOICE TOTAL:	23.82 *	
						CHECK TOTAL:	23.82	

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INVOICES DUE ON/BEFORE 11/10/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130964	FIO1660	FIORE NURSERY & LANDSCAPING						
	61095-60820-60920	10/09/14	01	FALL FLOWERS/CBD	01-10-62-6222		4,163.25	
			02	FALL FLOWERS/WEST END	01-10-62-6223		500.00	
						INVOICE TOTAL:	4,663.25 *	
						CHECK TOTAL:	4,663.25	
130965	FIR/PD	FIRST NATIONAL BANK/LA GRANGE						
	141024	10/24/14	01	SPRINGFIELD HOTEL;CONF	01-07-60-6020		433.94	
			02	BATTERY/#500	01-07-62-6220		151.15	
						INVOICE TOTAL:	585.09 *	
						CHECK TOTAL:	585.09	
130966	FIR620	FIRST NATIONAL BANK/LA GRANGE						
	141029	10/29/14	01	1998 STREET LIGHT BONDS/PRINCP	90-00-67-6705		260,000.00	
			02	1998 STREET LIGHT BONDS/INT	90-00-67-6706		16,017.50	
						INVOICE TOTAL:	276,017.50 *	
						CHECK TOTAL:	276,017.50	
130967	GEN5228	GENCAR INC						
	080579	09/19/14	01	MASKS & ROD/#8	01-11-62-6220		26.03	
						INVOICE TOTAL:	26.03 *	
	080585	09/19/14	01	GLOVES;BATTERY/PTS WASHER	01-11-62-6220		11.07	
						INVOICE TOTAL:	11.07 *	
						CHECK TOTAL:	37.10	
130968	HAN1562	HANSON MATERIAL SERVICE						
	5456992	10/23/14	01	2 LOADS CA7	50-00-62-6220		312.85	
						INVOICE TOTAL:	312.85 *	

INVOICES DUE ON/BEFORE 11/10/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130968	HAN1562	HANSON MATERIAL SERVICE						
	5457746	10/25/14	01	2 LOADS CA7	50-00-62-6220		317.00	
						INVOICE TOTAL:	317.00 *	
						CHECK TOTAL:	629.85	
130969	HDS9103	HD SUPPLY WATERWORKS						
	084506	10/09/14	01	6X12X1/2CC/824 STONE SVC LEAK	50-00-62-6220		158.16	
						INVOICE TOTAL:	158.16 *	
	962135	09/17/14	01	CORPS;ELBOWS;PVC PIPE;ETC	50-00-62-6220		831.44	
						INVOICE TOTAL:	831.44 *	
	985539	09/18/14	01	12X12X1.5 CC	50-00-62-6220		206.00	
						INVOICE TOTAL:	206.00 *	
	D190820	10/31/14	01	MARKING PAINT/WATER	50-00-62-6220		302.80	
			02	MARKING PAINT/SL	01-11-62-6223		302.80	
			03	MARKING PAINT/TREES	01-11-62-6220		302.80	
						INVOICE TOTAL:	908.40 *	
						CHECK TOTAL:	2,104.00	
130970	HEA6201	HEARTLAND RECYCLING LLC						
	9139	10/15/14	01	1 LOAD STREET SWEEPINGS	01-11-62-6263		218.68	
						INVOICE TOTAL:	218.68 *	
						CHECK TOTAL:	218.68	
130971	HER111	HERITAGE BANK OF SCHAUMBURG						
	141029	10/29/14	01	1998 STREET LIGHT BONDS/INT	90-00-67-6706		5,130.00	
						INVOICE TOTAL:	5,130.00 *	
						CHECK TOTAL:	5,130.00	

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INVOICES DUE ON/BEFORE 11/10/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130972	HEU2315	HEUER & ASSOCIATES						
	14-074	08/28/14	01	PLAN REV@815 S CATHERINE	01-00-35-3511		172.28	
						INVOICE TOTAL:	172.28 *	
	14-091	10/23/14	01	PLAN REV@1407 W COSSITT	01-00-35-3511		349.39	
						INVOICE TOTAL:	349.39 *	
	14-092	10/23/14	01	PLAN REV@LGMH ER ROOM	01-00-35-3511		720.23	
						INVOICE TOTAL:	720.23 *	
	14-093	10/28/14	01	PLAN REV@428 S 9TH	01-00-35-3511		2,416.69	
						INVOICE TOTAL:	2,416.69 *	
	14-094	10/30/14	01	PLAN REV@406 S PECK	01-00-35-3511		1,387.87	
						INVOICE TOTAL:	1,387.87 *	
	14-095	10/30/14	01	PLAN REV @ 20 N SPRING	01-00-35-3511		2,483.78	
						INVOICE TOTAL:	2,483.78 *	
	14-097	10/30/14	01	PLAN REV@210 S EDGEWOOD	01-00-35-3511		291.96	
						INVOICE TOTAL:	291.96 *	
						CHECK TOTAL:	7,822.20	
130973	HIG75	HIGH PSI LTD						
	44300	10/14/14	01	55GAL TRUCK WASH/DEGREASER	01-11-62-6220		265.00	
						INVOICE TOTAL:	265.00 *	
						CHECK TOTAL:	265.00	
130974	HIN6605	HINCKLEY SPRINGS						
	2478819-101714	10/17/14	01	6 BTLS. DRINKING WATER	01-03-61-6100		71.98	
						INVOICE TOTAL:	71.98 *	
						CHECK TOTAL:	71.98	

INVOICES DUE ON/BEFORE 11/10/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130975	HOL8640	HOLLAND & KNIGHT LLP						
	2014-3RD	10/22/14	01	VLG ATTY BONUS-2014 QTR 3	01-04-62-6239		5,134.40	
						INVOICE TOTAL:	5,134.40 *	
						CHECK TOTAL:	5,134.40	
130976	HOM1831	HOME DEPOT CREDIT SERVICES						
	1141580	10/15/14	01	BITS;CORNER BRACES/#2 TARP	01-11-62-6220		13.01	
						INVOICE TOTAL:	13.01 *	
	45601111	10/22/14	01	GLOVES/XMAS LIGHTS	01-10-62-6222		28.44	
						INVOICE TOTAL:	28.44 *	
	5561184	10/31/14	01	ELECT TAPES;SINK FILTER	01-10-62-6220		27.57	
						INVOICE TOTAL:	27.57 *	
	6061720	10/30/14	01	BRACES;SCREWS/FOUNTAIN	01-10-62-6222		21.19	
						INVOICE TOTAL:	21.19 *	
	9012378	10/27/14	01	BLACK;BLUE PAINT/#4	01-11-62-6220		14.24	
						INVOICE TOTAL:	14.24 *	
						CHECK TOTAL:	104.45	
130977	HOR60	HORTON'S OF LA GRANGE						
	166345	05/05/14	01	LOCK FOR 231 WASHINGTON	01-06-61-6100		4.79	
						INVOICE TOTAL:	4.79 *	
	167777	08/21/14	01	SCREW DRIVER GUIDE;DECK BITS	01-10-62-6220		21.55	
						INVOICE TOTAL:	21.55 *	
	168055	09/09/14	01	ADAPT SOCKET;TAP CARDED	01-11-62-6220		7.18	
						INVOICE TOTAL:	7.18 *	

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INVOICES DUE ON/BEFORE 11/10/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130977	HOR60	HORTON'S OF LA GRANGE						
	168433	10/10/14	01	CPLGS;FAUCET EXTENDER/FOUNTAIN	01-10-62-6222		17.58	
						INVOICE TOTAL:	17.58 *	
	168522	10/17/14	01	CRAFTSMAN BAG COMBO	01-09-61-6100		18.39	
						INVOICE TOTAL:	18.39 *	
	168643	10/27/14	01	ELECTRICAL TAPE	01-10-62-6222		11.18	
						INVOICE TOTAL:	11.18 *	
	168650	10/27/14	01	9V BATTERIES/VH BOARD MTG	01-10-62-6220		23.98	
						INVOICE TOTAL:	23.98 *	
		*** VOID---LEADER CHECK ***						
130978	HOR60	HORTON'S OF LA GRANGE						
	168662	10/28/14	01	WHEEL BRUSH;FREEZER BAGS	01-09-61-6100		27.53	
						INVOICE TOTAL:	27.53 *	
	168701	10/31/14	01	MISC KEY ITEMS	01-09-61-6100		40.06	
						INVOICE TOTAL:	40.06 *	
						CHECK TOTAL:	172.24	
130979	ILP7722	ILLINOIS PAYPHONE SYSTEMS, INC						
	5873	10/20/14	01	NOV	01-07-62-6210		53.00	
						INVOICE TOTAL:	53.00 *	
						CHECK TOTAL:	53.00	
130980	IPPPA	ILLINOIS PUBLIC PENSION FUND						
	140915	09/15/14	01	ANNUAL DUES	70-00-68-6899		750.00	
						INVOICE TOTAL:	750.00 *	
						CHECK TOTAL:	750.00	

INVOICES DUE ON/BEFORE 11/10/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130981	IRMA	INTERGOVERNMENTAL RISK						
	13650	09/30/14	01	CLAIMS/DPW	01-19-62-6286		2,500.00	
						INVOICE TOTAL:	2,500.00 *	
						CHECK TOTAL:	2,500.00	
130982	JAC6642	JACK'S						
	60061	09/23/14	01	SHARPEN BLADES/CHIPPER	01-11-62-6220		128.00	
						INVOICE TOTAL:	128.00 *	
						CHECK TOTAL:	128.00	
130983	JAM	JAMES DEAN MUFFLER						
	303	10/28/14	01	CONVERTER/#74	50-00-62-6220		650.00	
						INVOICE TOTAL:	650.00 *	
						CHECK TOTAL:	650.00	
		*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***						
130984	JUL2800	JULIE INC						
	2014-0899	09/30/14	01	UTILITY LOCATES/SHARE	01-11-62-6223		162.52	
			02	UTILITY LOCATES/SHARE	50-00-62-6220		162.51	
			03	UTILITY LOCATES/SHARE	80-00-62-6224		162.51	
			04	UTILITY LOCATES/SHARE	80-00-62-6224		162.51	
						INVOICE TOTAL:	650.05 *	
						CHECK TOTAL:	650.05	
130985	KB106	KB LAWN & MULCH						
	14/08-01	08/31/14	01	WEEDS;MOW@816 S LA GRANGE RD	01-06-62-6230		230.00	
						INVOICE TOTAL:	230.00 *	

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INVOICES DUE ON/BEFORE 11/10/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130985	KB106	KB LAWN & MULCH						
	14/08-02	08/31/14	01	MOWING@324 FRANKLIN	01-06-62-6230		130.00	
						INVOICE TOTAL:	130.00 *	
	14/08-03	08/31/14	01	MOWING@315 FRANKLIN	01-06-62-6230		130.00	
						INVOICE TOTAL:	130.00 *	
	14/08-04	08/31/14	01	MOWING@249 SAWYER	01-06-62-6230		130.00	
						INVOICE TOTAL:	130.00 *	
	14/08-05	08/31/14	01	MOWING@725 COSSITT	01-06-62-6230		195.00	
						INVOICE TOTAL:	195.00 *	
	14/09-01	09/30/14	01	MOWING@315 FRANKLIN	01-06-62-6230		130.00	
						INVOICE TOTAL:	130.00 *	
	14/09-02	09/30/14	01	MOWING@324 FRANKLIN	01-06-62-6230		130.00	
						INVOICE TOTAL:	130.00 *	
	*** VOID---LEADER CHECK ***							
130986	KB106	KB LAWN & MULCH						
	14/09-03	09/30/14	01	MOWING@249 SAWYER	01-06-62-6230		130.00	
						INVOICE TOTAL:	130.00 *	
	14/09-04	09/30/14	01	MOWING@624 S 8TH	01-06-62-6230		150.00	
						INVOICE TOTAL:	150.00 *	
	14/09-05	09/30/14	01	MOWING@870 S 12THAVE	01-06-62-6230		130.00	
						INVOICE TOTAL:	130.00 *	
	14/09-06	09/30/14	01	CUT TREES;BUSHES/601 S 8TH	01-06-62-6230		130.00	
						INVOICE TOTAL:	130.00 *	
						CHECK TOTAL:	1,615.00	

INVOICES DUE ON/BEFORE 11/10/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130987	KEL4877	KELLER-HEARTT OIL						
	0220123	10/22/14	01	55 GAL DRUM 15/40 OIL	01-11-61-6102		584.85	
						INVOICE TOTAL:	584.85 *	
						CHECK TOTAL:	584.85	
130988	LAN217	LAND'S END BUSINESS OUTFITTERS						
	SIN2187946	10/14/14	01	3 LONG SLEEVE SHIRTS/DRAKE	01-07-60-6021		117.80	
						INVOICE TOTAL:	117.80 *	
						CHECK TOTAL:	117.80	
130989	LG	VILLAGE OF LA GRANGE						
	141021BG	10/21/14	01	20284000:53 S LG RD/WTR SVC	01-10-62-6212		522.80	
			02	21477500:320 EAST AVE WTR SVC	01-10-62-6212		9.82	
			03	21478000:320 EAST AVE WTR SVC	01-10-62-6212		44.36	
			04	21478200:320 EAST AVE WTR SVC	01-10-62-6212		245.83	
			05	30495000:300 BURLINGTON WTR SV	01-10-62-6212		105.84	
						INVOICE TOTAL:	928.65 *	
	141021MS	10/21/14	01	21000500:METRA STN WATER SVC	51-00-62-6225		9.98	
						INVOICE TOTAL:	9.98 *	
						CHECK TOTAL:	938.63	
	*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***							
130990	LGL5546	LA GRANGE LOCK & SAFE						
	09405	09/23/14	01	LOCK:1ST FLR LADIES ROOM/PD	01-10-62-6220		81.70	
						INVOICE TOTAL:	81.70 *	
	18752	09/03/14	01	KEYS FOR DPW BLDGS	01-10-62-6220		36.25	
						INVOICE TOTAL:	36.25 *	
						CHECK TOTAL:	117.95	

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INVOICES DUE ON/BEFORE 11/10/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130991	LGPC	PETTY CASH						
	141104	11/04/14	01	REIMB. PETTY CASH	01-02-60-6020		97.45	
			02	REIMB. PETTY CASH	01-02-62-6220		16.39	
			03	REIMB. PETTY CASH	01-07-61-6100		14.09	
			04	REIMB. PETTY CASH	01-07-61-6102		217.56	
			05	REIMB. PETTY CASH	01-07-62-6241		10.25	
			06	REIMB. PETTY CASH	40-00-66-6684		48.97	
						INVOICE TOTAL:	404.71 *	
						CHECK TOTAL:	404.71	
*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***								
130992	MAR1840	MARTIN IMPLEMENT SALES, INC						
	87769	10/13/14	01	ENGINE OIL/TRACTOR 12	01-11-61-6102		141.41	
						INVOICE TOTAL:	141.41 *	
						CHECK TOTAL:	141.41	
130993	MCC	VILLAGE OF MC COOK						
	38-14/10	10/31/14	01	OCT WATER PURCHASE	50-00-62-6290		179,789.76	
						INVOICE TOTAL:	179,789.76 *	
						CHECK TOTAL:	179,789.76	
130994	MCC6610	MC CANN INDUSTRIES						
	07182507	10/02/14	01	93" CUTTING EDGE;NUTS;BOLTS	01-11-62-6220		434.46	
						INVOICE TOTAL:	434.46 *	
						CHECK TOTAL:	434.46	
130995	MID1	MIDWEST ORTHOPAEDICS						
	5275	10/07/14	01	PRE-EMPL EXAM/URBAN EK	01-07-60-6010		117.00	
						INVOICE TOTAL:	117.00 *	

INVOICES DUE ON/BEFORE 11/10/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
130995	MID1	MIDWEST ORTHOPAEDICS						
	5377	10/31/14	01	RTW EXAM/FARIAS	01-11-60-6010		80.00	
			02	LEAD TEST/SGT PETERS	01-07-60-6010		79.00	
			03	LEAD TEST/OFC WARDLAW	01-07-60-6010		79.00	
						INVOICE TOTAL:	238.00 *	
						CHECK TOTAL:	355.00	
130996	MID1500	MID AMERICAN WATER, INC						
	107606	09/25/14	01	21"CLAY X 21"PVC NONSHEAR	80-00-62-6220		1,294.00	
						INVOICE TOTAL:	1,294.00 *	
						CHECK TOTAL:	1,294.00	
130997	MOH7340	MOHR OIL CO						
	176110	10/26/14	01	700 GALS ULS DIESEL	01-00-17-1701		2,155.23	
						INVOICE TOTAL:	2,155.23 *	
						CHECK TOTAL:	2,155.23	
130998	MON4328	MONROE TRUCK EQUIPMENT						
	305229	10/22/14	01	CUTTING EDGES;SPINNER MOTOR/14	01-11-62-6220		998.64	
						INVOICE TOTAL:	998.64 *	
	305250	10/23/14	01	VALVES;NOZZLES;SWITCH	01-11-62-6220		398.68	
						INVOICE TOTAL:	398.68 *	
						CHECK TOTAL:	1,397.32	
130999	MOT9841	MOTION INDUSTRIES, INC						
	503154	11/04/14	01	HIGH POWER BELTS/PD HVAC	01-10-62-6220		19.48	
						INVOICE TOTAL:	19.48 *	
						CHECK TOTAL:	19.48	

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INVOICES DUE ON/BEFORE 11/10/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
131000	NAT188	NATURALAWN					
	150616	10/10/14	01	FALL FERTILIZER;WEED CONTROL	01-10-62-6222		94.46
						INVOICE TOTAL:	94.46 *
						CHECK TOTAL:	94.46
131001	NEO2588	NEOPOST USA INC					
	52187502	10/27/14	01	ANNUAL POSTAGE METER RENTAL	01-03-61-6101		733.07
						INVOICE TOTAL:	733.07 *
						CHECK TOTAL:	733.07
131002	OFF8804	OFFICE DEPOT					
	73627016001	10/22/14	01	MISC OFFICE SUPPLIES	01-09-61-6100		110.74
						INVOICE TOTAL:	110.74 *
	736270512001	10/22/14	01	BLACK PRINTER CARTRIDGE	01-09-61-6100		209.15
						INVOICE TOTAL:	209.15 *
	736270513001	10/22/14	01	BROWN ENVELOPES	01-09-61-6100		15.99
						INVOICE TOTAL:	15.99 *
						CHECK TOTAL:	335.88
131003	PE4016	P & E POWERWASH					
	32434	07/23/14	01	WINDOW CLEANING/BUS DEPOTS	01-10-62-6222		40.00
						INVOICE TOTAL:	40.00 *
	32566	10/23/14	01	WINDOW CLEANING/BUS DEPOTS	01-10-62-6222		40.00
						INVOICE TOTAL:	40.00 *
	32568	10/23/14	01	WINDOW CLEANING/TRAIN STN	51-00-62-6225		129.00
						INVOICE TOTAL:	129.00 *

INVOICES DUE ON/BEFORE 11/10/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
131003	PE4016	P & E POWERWASH					
	32599	10/15/14	01	WINDOW CLEANING/TRAIN STN	51-00-62-6225		74.00
						INVOICE TOTAL:	74.00 *
	32600	10/15/14	01	WINDOW CLEANING/BUS DEPOTS	01-10-62-6222		40.00
						INVOICE TOTAL:	40.00 *
	33054	10/23/14	01	WINDOW CLEANING/PARKING DECK	51-00-62-6280		179.00
						INVOICE TOTAL:	179.00 *
						CHECK TOTAL:	502.00
131004	PG8432	P & G KEENE ELECTRICAL REBLDRS					
	190650	10/28/14	01	STARTER MOTOR/#14	01-11-62-6220		378.80
						INVOICE TOTAL:	378.80 *
						CHECK TOTAL:	378.80
131005	PIN749	PINNER ELECTRIC, INC					
	25009	10/30/14	01	MONTHLY MTC/TILDEN SIGNAL	01-11-62-6223		115.00
						INVOICE TOTAL:	115.00 *
						CHECK TOTAL:	115.00
131006	POM1630	POMP'S TIRE SERVICE, INC					
	0470005847	01/03/13	01	FLAT REPAIR IN SHOP	01-11-62-6220		35.00
						INVOICE TOTAL:	35.00 *
	0470019554	07/29/14	01	FLAT REPAIR IN SHOP	01-11-62-6220		40.00
						INVOICE TOTAL:	40.00 *
	470021517	10/07/14	01	2 NEW FRONT TIRES/#1	01-11-62-6220		146.78
						INVOICE TOTAL:	146.78 *

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INVOICES DUE ON/BEFORE 11/10/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
131006	POM1630	POMP'S TIRE SERVICE, INC					
	470021954	10/24/14	01	NEW TIRE FOR TRACKLESS	01-11-62-6220		199.26
						INVOICE TOTAL:	199.26 *
						CHECK TOTAL:	421.04
131007	REI15	RICHARD J REIMER & ASSOC					
	2647-18806	10/16/14	01	KNEIFEL DISABILITY	70-00-62-6233		1,271.03
						INVOICE TOTAL:	1,271.03 *
						CHECK TOTAL:	1,271.03
131008	REL2250	RELIABLE MATERIALS LYONS					
	16730	10/23/14	01	3 LOADS WASTE	50-00-62-6220		261.00
						INVOICE TOTAL:	261.00 *
	167516	10/24/14	01	4 LOADS WASTE	50-00-62-6220		348.00
						INVOICE TOTAL:	348.00 *
						CHECK TOTAL:	609.00
131009	ROBERSON	WILLIE ROBERSON					
	141028	10/28/14	01	REIMBURSE FOR CDL RENEWAL	01-11-60-6020		65.00
						INVOICE TOTAL:	65.00 *
						CHECK TOTAL:	65.00
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
131010	RUS2208	RUSH TRUCK CENTERS					
	95511938	10/15/14	01	KT FILTER/#2	01-11-62-6220		64.95
						INVOICE TOTAL:	64.95 *

INVOICES DUE ON/BEFORE 11/10/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
131010	RUS2208	RUSH TRUCK CENTERS					
	95559965	10/20/14	01	OIL & FUEL FILTERS;O-RINGS/#16	01-11-62-6220		119.99
						INVOICE TOTAL:	119.99 *
						CHECK TOTAL:	184.94
131011	SAM6597	SAMS CLUB					
	141022	10/22/14	01	MEMBERSHIP RENEWAL	01-09-60-6020		135.00
						INVOICE TOTAL:	135.00 *
						CHECK TOTAL:	135.00
131012	SCH6764	SCHOOL HEALTH CORP					
	2900588	10/15/14	01	14 NITRILE GLOVES	01-07-61-6100		227.45
						INVOICE TOTAL:	227.45 *
						CHECK TOTAL:	227.45
131013	SCO283	SCOUT ELECTRIC SUPPLY CO					
	157082	10/02/14	01	CLEAR INTER;CLEAR DC;WIRE NUTS	01-10-62-6220		58.45
			02	CLEAR TUBE GUARD	51-00-62-6280		35.20
			03	BALLAST;WIRE NUTS	01-11-62-6223		26.45
						INVOICE TOTAL:	120.10 *
						CHECK TOTAL:	120.10
131014	SEY3807	SEYFORTH SHAW LLP					
	2349733-013586	10/27/14	01	LGL SVCS THROUGH 10/16/14	01-04-62-6238		866.25
						INVOICE TOTAL:	866.25 *
						CHECK TOTAL:	866.25

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INVOICES DUE ON/BEFORE 11/10/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
131015	SLO6408 141029	MARY SLOVER 10/29/14	01	REFUND OVERPYMT WATER BILL	50-00-52-5200		316.22
						INVOICE TOTAL:	316.22 *
					CHECK TOTAL:		316.22
131016	SMITH,G 141028	GENO SMITH 10/28/14	01	REIMBURSE FOR STEEL TOED BOOTS	01-11-60-6021		150.00
						INVOICE TOTAL:	150.00 *
					CHECK TOTAL:		150.00
		*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***					
131017	STA6520	STANDARD EQUIPMENT COMPANY					
	96853	10/05/14	01	WLDT TOW BAR/#13	01-11-62-6220		151.96
			02	WLDT TOW BAR/#13	80-00-62-6220		151.97
						INVOICE TOTAL:	303.93 *
	96912	10/07/14	01	TOW BAR;PVT;ASSY/#13	01-11-62-6220		136.42
			02	TOW BAR;PVT;ASSY/#13	80-00-62-6220		136.43
						INVOICE TOTAL:	272.85 *
	96929	10/07/14	01	WLDT TOW BRKT/#13	80-00-62-6220		84.51
			02	WLDT TOW BRKT/#13	01-11-62-6220		84.50
						INVOICE TOTAL:	169.01 *
	96939	10/07/14	01	CREDIT TOW BAR	80-00-62-6220		-94.03
			02	CREDIT TOW BAR	01-11-62-6220		-94.02
						INVOICE TOTAL:	-188.05 *
	97599	10/28/14	01	SHUT OFF VALVE/#13	01-11-62-6220		13.88
			02	SHUT OFF VALVE/#13	80-00-62-6220		13.88
						INVOICE TOTAL:	27.76 *
					CHECK TOTAL:		585.50

INVOICES DUE ON/BEFORE 11/10/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
131018	STA8368 8031691852	STAPLES ADVANTAGE 10/15/14	01	MISC OFFICE SUPPLIES	01-07-61-6100		455.50
						INVOICE TOTAL:	455.50 *
					CHECK TOTAL:		455.50
131019	STRASSER 141024	RENEE STRASSER 10/24/14	01	REIMBURSE TRAVEL EXPENSES	01-07-60-6020		117.60
						INVOICE TOTAL:	117.60 *
					CHECK TOTAL:		117.60
		*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***					
131020	SUB1950	SUBURBAN LABORATORIES					
	116840	10/15/14	01	15 COLIFORM WATER SAMPLES	50-00-68-6899		172.50
						INVOICE TOTAL:	172.50 *
	117242	10/30/14	01	LEAD & COPPER SAMPLE	50-00-68-6899		75.00
						INVOICE TOTAL:	75.00 *
					CHECK TOTAL:		247.50
131021	TAM7500 98360	TAMELING INDUSTRIES 10/09/14	01	20YDS TOP SOIL/STUMP HOLES	01-11-62-6259		732.00
						INVOICE TOTAL:	732.00 *
					CHECK TOTAL:		732.00
131022	THI4170 141103	DAN THIESSE 11/03/14	01	28 PLUMBING INSPECTIONS	01-06-62-6229		994.00
						INVOICE TOTAL:	994.00 *
					CHECK TOTAL:		994.00

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INVOICES DUE ON/BEFORE 11/10/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
131023	THI4200	THIRD MILLENNIUM ASOC., INC					
	17486	10/31/14	01	OCT PRINT/MAIL WATER BILLS	50-00-62-6230		861.21
						INVOICE TOTAL:	861.21 *
						CHECK TOTAL:	861.21
131024	THO1302	THOMPSON ELEVATOR					
	14-3751	10/22/14	01	ELEV INSPECTION	01-06-62-6234		172.00
						INVOICE TOTAL:	172.00 *
	14-3792	10/24/14	01	ELEV PLAN REV#81 S 6TH	01-00-35-3511		100.00
						INVOICE TOTAL:	100.00 *
						CHECK TOTAL:	272.00
131025	TRA2155	TRANSACTION WAREHOUSE, INC					
	2014-1277	11/01/14	01	OCT I-WEB TRANSACTION FEES	50-00-58-5899		87.00
						INVOICE TOTAL:	87.00 *
						CHECK TOTAL:	87.00
131026	TYC3719	TYCO INTEGRATED SECURITY					
	22900061	10/04/14	01	QTRLY BILLING ALARM SYSTEM	01-10-62-6220		375.14
						INVOICE TOTAL:	375.14 *
						CHECK TOTAL:	375.14
131027	USP	U.S. POSTMASTER					
	141029	10/29/14	01	PERMIT #1678:NOV-JAN	50-00-61-6101		2,875.00
						INVOICE TOTAL:	2,875.00 *
						CHECK TOTAL:	2,875.00
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			

INVOICES DUE ON/BEFORE 11/10/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
131028	VER2550	VERIZON WIRELESS					
	9733977954	10/18/14	01	OCT CHIEFS CAR	24-00-62-6210		38.01
						INVOICE TOTAL:	38.01 *
						CHECK TOTAL:	38.01
131029	WAR1601	WAREHOUSE DIRECT					
	2478092	10/20/14	01	MISC OFFICE SUPPLIES	01-11-61-6100		161.36
						INVOICE TOTAL:	161.36 *
	2487496	10/29/14	01	FOLDERS;CALENDARS	01-11-61-6101		92.08
						INVOICE TOTAL:	92.08 *
						CHECK TOTAL:	253.44
131030	WCMC	WEST CENTRAL MUNICIPAL					
	0006063-IN	10/21/14	01	10 CBD TREES;2 MOS. MTC	40-00-66-6684		2,510.00
						INVOICE TOTAL:	2,510.00 *
						CHECK TOTAL:	2,510.00
131031	WED141	WEDNESDAY JOURNAL, INC					
	14430022	10/22/14	01	HALLOWEEN WALK AD	01-06-62-6239		265.00
						INVOICE TOTAL:	265.00 *
						CHECK TOTAL:	265.00
131032	WES6200	WESTFIELD FORD					
	377718	08/21/14	01	BRAKES/#514	01-07-62-6220		470.46
						INVOICE TOTAL:	470.46 *
	377779	08/29/14	01	REPROGRAM INST CLUSTER/#514	01-07-62-6220		716.11
						INVOICE TOTAL:	716.11 *
						CHECK TOTAL:	1,186.57

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
131033	WES82	WEST FUELS, INC						
	36274	10/16/14	01	1506 GALS GASOHOL	01-00-17-1701		3,917.43	
						INVOICE TOTAL:	3,917.43 *	
	36275	10/16/14	01	551 GALS ULS DIESEL	01-00-17-1701		1,632.57	
						INVOICE TOTAL:	1,632.57 *	
					CHECK TOTAL:		5,550.00	
131034	WHOS620	WHOLESALE DIRECT INC						
	210266	10/03/14	01	FLOURESCENT GUIDE;LAMP;ETC	01-11-62-6220		261.41	
						INVOICE TOTAL:	261.41 *	
	210470	10/14/14	01	LED LIGHTS;HARNESSES;ETC	01-11-62-6220		187.05	
						INVOICE TOTAL:	187.05 *	
	210709	10/24/14	01	LED BEACON/TRACKLESS	01-11-62-6220		73.15	
						INVOICE TOTAL:	73.15 *	
					CHECK TOTAL:		521.61	
131035	ZEE7814	ZEE MEDICAL INC						
	0100214173	09/09/14	01	SOFT;REUSABLE EAR PLUGS	01-11-60-6021		204.85	
						INVOICE TOTAL:	204.85 *	
	996901	10/15/14	01	RAIN SUITS/DPW	01-11-60-6021		334.67	
			02	RAIN SUITS/WATER	50-00-60-6021		334.67	
			03	RAIN SUITS/SEWER	80-00-60-6021		334.66	
						INVOICE TOTAL:	1,004.00 *	
					CHECK TOTAL:		1,208.85	
131036	ZIE2001	ZIEBELL WATER SERVICE PROD.INC						

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
131036	ZIE2001	ZIEBELL WATER SERVICE PROD.INC						
	226957	10/22/14	01	REDUCER;CUT IN SLEEVES;ETC	50-00-62-6220		4,552.95	
						INVOICE TOTAL:	4,552.95 *	
					CHECK TOTAL:		4,552.95	
					TOTAL AMOUNT PAID:		686,326.43	

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ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
GENERAL FUND							
01	01-00-17-1701	PREPAID DIESEL FUEL	MOH7340	176110	700 GALS ULS DIESEL	2,155.23	
02	01-00-17-1701	PREPAID DIESEL FUEL	WES82	36274	1506 GALS GASOHOL	3,917.43	
03	01-00-17-1701	PREPAID DIESEL FUEL	WES82	36275	551 GALS ULS DIESEL	1,632.57	
04	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	HEU2315	14-074	PLAN REV@815 S CATHERINE	172.28	
05	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	HEU2315	14-091	PLAN REV@1407 W COSSITT	349.39	
06	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	HEU2315	14-092	PLAN REV@LGMH ER ROOM	720.23	
07	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	HEU2315	14-093	PLAN REV@428 S 9TH	2,416.69	
08	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	HEU2315	14-094	PLAN REV@406 S PECK	1,387.87	
09	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	HEU2315	14-095	PLAN REV @ 20 N SPRING	2,483.78	
10	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	HEU2315	14-097	PLAN REV@210 S EDGEWOOD	291.96	
11	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	TH01302	14-3792	ELEV PLAN REV@81 S 6TH	100.00	
12	01-00-51-5110	BUILDING PERMITS	BIG	141103	REFUND ESCROW:1407 W COSSITT	2,126.43	
13	01-00-58-5866	AMBULANCE TRANSPORT FEES	AND3323	134168	OCT COLLECTION FEES	2,353.04	
14	01-02-60-6020	TRAINING & MEMBERSHIP	LGPC	141104	REIMB. PETTY CASH	97.45	
15	01-02-62-6210	TELEPHONE FEES	ATT	14/708Z45008710	OCT ALARM LINE Z450087/ADM	110.22	
16	01-02-62-6210	TELEPHONE FEES	ATT	14/708Z45027010	OCT ALARM LINE Z450270/CLK A	220.44	
17	01-02-62-6210	TELEPHONE FEES	ATT5017	14/10	OCT LONG DISTANCE CHARGES	15.44	
18	01-02-62-6220	MTCE-EQUIPMENT	LGPC	141104	REIMB. PETTY CASH	16.39	
19	01-03-61-6100	TOOLS & SUPPLIES	HIN6605	2478819-101714	6 BTLs. DRINKING WATER	71.98	
20	01-03-61-6101	PRINTING, POSTAGE, & STATIONERY	FED9451	2-821-56825	MAIL TO GFOA	23.82	
21	01-03-61-6101	PRINTING, POSTAGE, & STATIONERY	NEO2588	52187502	ANNUAL POSTAGE METER RENTAL	733.07	
22	01-03-62-6210	TELEPHONE FEES	ATT	14/708Z45008710	OCT ALARM LINE Z450087/FIN	110.22	
23	01-03-62-6210	TELEPHONE FEES	ATT5017	14/10	OCT LONG DISTANCE CHARGES	16.03	
24	01-03-62-6220	MTCE-EQUIPMENT	EMP7247	08235	2014/15 INVEST SOFTWARE LEAS	2,482.00	
25	01-04-62-6235	LEGAL-SPECIAL	FAL5	20563	2007-2010 TAX OBJ	540.00	
26	01-04-62-6238	LEGAL-PERSONNEL	SEY3807	2349733-013586	LGL SVCS THROUGH 10/16/14	866.25	
27	01-04-62-6239	LEGAL-PT (CONSULTANT)	HOL8640	2014-3RD	VLG ATTY BONUS-2014 QTR 3	5,134.40	
28	01-06-60-6020	TRAINING & MEMBERSHIP	COOKCC	141103	NOTARY CERTIFICATION/GONZALE	10.00	
29	01-06-61-6100	TOOL & SUPPLIES	HOR60	166345	LOCK FOR 231 WASHINGTON	4.79	
30	01-06-62-6210	TELEPHONE FEES	ATT	14/708Z45027010	OCT ALARM LINE Z450270/COM D	220.45	
31	01-06-62-6210	TELEPHONE FEES	ATT5017	14/10	OCT LONG DISTANCE CHARGES	2.91	
32	01-06-62-6229	CONTRACTUAL PLUMBING INSP	THI4170	141103	28 PLUMBING INSPECTIONS	994.00	
33	01-06-62-6230	PROFESSIONAL SERVICES	KB106	14/08-01	WEEDS;MOW@816 S LA GRANGE RD	230.00	
34	01-06-62-6230	PROFESSIONAL SERVICES	KB106	14/08-02	MOWING@324 FRANKLIN	130.00	
35	01-06-62-6230	PROFESSIONAL SERVICES	KB106	14/08-03	MOWING@315 FRANKLIN	130.00	
36	01-06-62-6230	PROFESSIONAL SERVICES	KB106	14/08-04	MOWING@249 SAWYER	130.00	
37	01-06-62-6230	PROFESSIONAL SERVICES	KB106	14/08-05	MOWING@725 COSSITT	195.00	
38	01-06-62-6230	PROFESSIONAL SERVICES	KB106	14/09-01	MOWING@315 FRANKLIN	130.00	

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ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
GENERAL FUND							
39	01-06-62-6230	PROFESSIONAL SERVICES	KB106	14/09-02	MOWING@324 FRANKLIN	130.00	
40	01-06-62-6230	PROFESSIONAL SERVICES	KB106	14/09-03	MOWING@249 SAWYER	130.00	
41	01-06-62-6230	PROFESSIONAL SERVICES	KB106	14/09-04	MOWING@624 S 8TH	150.00	
42	01-06-62-6230	PROFESSIONAL SERVICES	KB106	14/09-05	MOWING@870 S 12THAVE	130.00	
43	01-06-62-6230	PROFESSIONAL SERVICES	KB106	14/09-06	CUT TREES;BUSHES/601 S 8TH	130.00	
44	01-06-62-6234	ELEVATOR INSPECTIONS	TH01302	14-3751	ELEV INSPECTION	172.00	
45	01-06-62-6239	ECONOMIC DEVELOPMENT	ALB24	140919	SIDEWALK SALE;WELLNESS EXPO	200.00	
46	01-06-62-6239	ECONOMIC DEVELOPMENT	WED141	14430022	HALLOWEEN WALK AD	265.00	
47	01-07-60-6010	INSURANCE-HOSPITALIZATION	MID1	5275	PRE-EMPL EXAM/URBANER	117.00	
48	01-07-60-6010	INSURANCE-HOSPITALIZATION	MID1	5377	LEAD TEST/SGT PETERS	79.00	
49	01-07-60-6010	INSURANCE-HOSPITALIZATION	MID1	5377	LEAD TEST/OFC WARDLAW	79.00	
50	01-07-60-6020	TRAINING & MEMBERSHIP	FIR/PD	141024	SPRINGFIELD HOTEL;CONF	433.94	
51	01-07-60-6020	TRAINING & MEMBERSHIP	STRASSER	141024	REIMBURSE TRAVEL EXPENSES	117.60	
52	01-07-60-6021	UNIFORMS	CIMBALIS	141026	REIMBURSE FOR SHIRTS	58.19	
53	01-07-60-6021	UNIFORMS	LAN217	SIN2187946	3 LONG SLEEVE SHIRTS/DRAKE	117.80	
54	01-07-61-6100	TOOLS & SUPPLIES	LGPC	141104	REIMB. PETTY CASH	14.09	
55	01-07-61-6100	TOOLS & SUPPLIES	SCH6764	2900588	14 NITRILE GLOVES	227.45	
56	01-07-61-6100	TOOLS & SUPPLIES	STA8368	8031691852	MISC OFFICE SUPPLIES	455.50	
57	01-07-61-6102	GAS & OIL	LGPC	141104	REIMB. PETTY CASH	217.56	
58	01-07-62-6210	TELEPHONE FEES	ATT	14/708352193310	OCT MODEM LINE 352-1933/PD	65.11	
59	01-07-62-6210	TELEPHONE FEES	ATT	14/708352213110	OCT EMERGENCY LINE 352-2131/	240.27	
60	01-07-62-6210	TELEPHONE FEES	ATT5017	14/10	OCT LONG DISTANCE CHARGES	33.01	
61	01-07-62-6210	TELEPHONE FEES	ILP7722	5873	NOV	53.00	
62	01-07-62-6220	MTCE-EQUIPMENT	FIR/PD	141024	BATTERY/#500	151.15	
63	01-07-62-6220	MTCE-EQUIPMENT	WES6200	377718	BRAKES/#514	470.46	
64	01-07-62-6220	MTCE-EQUIPMENT	WES6200	377779	REPROGRAM INST CLUSTER/#514	716.11	
65	01-07-62-6241	PRISONER MEALS	LGPC	141104	REIMB. PETTY CASH	10.25	
66	01-09-60-6020	TRAINING & MEMBERSHIP	SAM6597	141022	MEMBERSHIP RENEWAL	135.00	
67	01-09-60-6021	UNIFORMS	ASP8201	155729	UNIFORM PANTS	600.37	
68	01-09-61-6100	TOOLS & SUPPLIES	CAB4559	52445	FIREHOUSE SUPPLIES	384.49	
69	01-09-61-6100	TOOLS & SUPPLIES	HOR60	168522	CRAFTSMAN BAG COMBO	18.39	
70	01-09-61-6100	TOOLS & SUPPLIES	HOR60	168662	WHEEL BRUSH;FREEZER BAGS	27.53	
71	01-09-61-6100	TOOLS & SUPPLIES	HOR60	168701	MISC KEY ITEMS	40.06	
72	01-09-61-6100	TOOLS & SUPPLIES	OFF8804	73627016001	MISC OFFICE SUPPLIES	110.74	
73	01-09-61-6100	TOOLS & SUPPLIES	OFF8804	736270512001	BLACK PRINTER CARTRIDGE	209.15	
74	01-09-61-6100	TOOLS & SUPPLIES	OFF8804	736270513001	BROWN ENVELOPES	15.99	
75	01-09-62-6210	TELEPHONE FEES	ATT	14/708352212110	OCT EMERGENCY LINE 352-2121/	163.54	
76	01-09-62-6210	TELEPHONE FEES	ATT	14/708354156610	OCT OFFICE LINE 354-1566	82.26	

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ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
GENERAL FUND							
77	01-09-62-6210	TELEPHONE FEES	ATT5017	14/10	OCT LONG DISTANCE CHARGES	11.48	
78	01-09-62-6253	EMERGENCY MED. SUPPLIES	BOU2353	81571681	PROTECTIVE CLOTHING;GLASSES	239.10	
79	01-10-62-6212	WATER FEES	LG	141021BG	20284000:53 S LG RD/WTR SVC	522.80	
80	01-10-62-6212	WATER FEES	LG	141021BG	21477500:320 EAST AVE WTR SV	9.82	
81	01-10-62-6212	WATER FEES	LG	141021BG	21478000:320 EAST AVE WTR SV	44.36	
82	01-10-62-6212	WATER FEES	LG	141021BG	21478200:320 EAST AVE WTR SV	245.83	
83	01-10-62-6212	WATER FEES	LG	141021BG	30495000:300 BURLINGTON WTR	105.84	
84	01-10-62-6220	MTCE-EQUIPMENT	ATO3733	SRV14-14645	SERVICE CALL/VH BOILER	528.50	
85	01-10-62-6220	MTCE-EQUIPMENT	HOM1831	5561184	ELECT TAPES;SINK FILTER	27.57	
86	01-10-62-6220	MTCE-EQUIPMENT	HOR60	167777	SCREW DRIVER GUIDE;DECK BITS	21.55	
87	01-10-62-6220	MTCE-EQUIPMENT	HOR60	168650	9V BATTERIES/VH BOARD MTG	23.98	
88	01-10-62-6220	MTCE-EQUIPMENT	LGL5546	09405	LOCK:1ST FLR LADIES ROOM/PD	81.70	
89	01-10-62-6220	MTCE-EQUIPMENT	LGL5546	18752	KEYS FOR DPW BLDGS	36.25	
90	01-10-62-6220	MTCE-EQUIPMENT	MOT9841	503154	HIGH POWER BELTS/PD HVAC	19.48	
91	01-10-62-6220	MTCE-EQUIPMENT	SCO283	157082	CLEAR INTER;CLEAR DC;WIRE NU	58.45	
92	01-10-62-6220	MTCE-EQUIPMENT	TYC3719	22900061	QTRLY BILLING ALARM SYSTEM	375.14	
93	01-10-62-6221	MTCE-BUILDING	ALL897	13105	NOV CUSTODIAL SERVICE:PD	1,475.26	
94	01-10-62-6221	MTCE-BUILDING	ALL897	13108	NOV CUSTODIAL SERVICE:DPW	395.00	
95	01-10-62-6221	MTCE-BUILDING	ALL897	13109	NOV CUSTODIAL SERVICE:VH	1,644.69	
96	01-10-62-6221	MTCE-BUILDING	ARA2525	2078761311	MATS	34.73	
97	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	FIO1660	61095-60820-609	FALL FLOWERS/CBD	4,163.25	
98	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	HOM1831	45601111	GLOVES/XMAS LIGHTS	28.44	
99	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	HOM1831	6061720	BRACES;SCREWS/FOUNTAIN	21.19	
100	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	HOR60	168433	CPLGS;FAUCET EXTENDER/FOUNTA	17.58	
101	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	HOR60	168643	ELECTRICAL TAPE	11.18	
102	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	NAT188	150616	FALL FERTILIZER;WEED CONTROL	94.46	
103	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	PE4016	32434	WINDOW CLEANING/BUS DEPOTS	40.00	
104	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	PE4016	32566	WINDOW CLEANING/BUS DEPOTS	40.00	
105	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	PE4016	32600	WINDOW CLEANING/BUS DEPOTS	40.00	
106	01-10-62-6223	MTCE. WEST END BUS. DIST.	BRE5414	31387	3 FLOOR MATS/STONE STN	246.00	
107	01-10-62-6223	MTCE. WEST END BUS. DIST.	FIO1660	61095-60820-609	FALL FLOWERS/WEST END	500.00	
108	01-11-60-6010	INSURANCE-HOSPITALIZATION	MID1	5377	RTW EXAM/FARIAS	80.00	
109	01-11-60-6020	TRAINING & MEMBERSHIP	ROBERSON	141028	REIMBURSE FOR CDL RENEWAL	65.00	
110	01-11-60-6021	UNIFORMS	ARA2525	2078761437	10/24/14 UNIFORM SVC	62.32	
111	01-11-60-6021	UNIFORMS	ARA2525	2078770979	10/31/14 UNIFORM SVC	62.32	
112	01-11-60-6021	UNIFORMS	DAVENPOR	141028	REIMBURSE FOR STEEL TOED BOO	150.00	
113	01-11-60-6021	UNIFORMS	SMITH,G	141028	REIMBURSE FOR STEEL TOED BOO	150.00	
114	01-11-60-6021	UNIFORMS	ZEE7814	0100214173	SOFT;REUSABLE EAR PLUGS	204.85	

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ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
GENERAL FUND							
115	01-11-60-6021	UNIFORMS	ZEE7814	996901	RAIN SUITS/DPW	334.67	
116	01-11-61-6100	TOOLS & SUPPLIES	CAS7911	1532	CASE DISH SOAP/DPW	48.85	
117	01-11-61-6100	TOOLS & SUPPLIES	WAR1601	2478092	MISC OFFICE SUPPLIES	161.36	
118	01-11-61-6101	PRINTING, POSTAGE, & STATIONE	WAR1601	2487496	FOLDERS;CALENDARS	92.08	
119	01-11-61-6102	GAS & OIL	KEL4877	0220123	55 GAL DRUM 15/40 OIL	584.85	
120	01-11-61-6102	GAS & OIL	MAR1840	87769	ENGINE OIL/TRACTOR 12	141.41	
121	01-11-62-6210	TELEPHONE FEES	ATT	14/708245003710	OCT ALARM LINE 7082450037	110.22	
122	01-11-62-6210	TELEPHONE FEES	ATT5017	14/10	OCT LONG DISTANCE CHARGES	6.19	
123	01-11-62-6211	ELECTRIC FEES	CON1421	18918335	OCT STREET LIGHTS	332.05	
124	01-11-62-6211	ELECTRIC FEES	CON1421	18947222	OCT STREET LIGHTS	18.29	
125	01-11-62-6220	MTCE-EQUIPMENT	ALS9521	116619	RADIATOR/#13	92.50	
126	01-11-62-6220	MTCE-EQUIPMENT	AM8623	309920	HEATER HOSE/#13	4.64	
127	01-11-62-6220	MTCE-EQUIPMENT	AM8623	473074	FILTERS;BRAKE PADS/#1	50.53	
128	01-11-62-6220	MTCE-EQUIPMENT	AM8623	473111	MOTOR & TRANS TUNE-UP/SHOP	69.92	
129	01-11-62-6220	MTCE-EQUIPMENT	AM8623	473114	L&R FRONT BRAKE HOSES/#1	33.15	
130	01-11-62-6220	MTCE-EQUIPMENT	AM8623	473365	OIL PRESSURE SWITCH/TRACKLES	15.08	
131	01-11-62-6220	MTCE-EQUIPMENT	AM8623	473397	AIR FILTERS/#14	45.67	
132	01-11-62-6220	MTCE-EQUIPMENT	AM8623	473537	FILTERS;WINTER DEFENSE/#14	140.44	
133	01-11-62-6220	MTCE-EQUIPMENT	AM8623	473674	BULBS/#14	18.88	
134	01-11-62-6220	MTCE-EQUIPMENT	AM8623	473757-2	TRANS OIL;FILTERS/#12	170.44	
135	01-11-62-6220	MTCE-EQUIPMENT	AM8623	473831	HOSE FOR GREASE GUN/SHOP	5.60	
136	01-11-62-6220	MTCE-EQUIPMENT	AM8623	4743014	AIR & OIL FILTERS/#2	78.34	
137	01-11-62-6220	MTCE-EQUIPMENT	AM8623	474303	CABIN AIR FILTER/#2	16.40	
138	01-11-62-6220	MTCE-EQUIPMENT	AM8623	474378	CABIN AIR FILTER/#8	10.15	
139	01-11-62-6220	MTCE-EQUIPMENT	AM8623	474424	REVERSE ALARM/#2	36.15	
140	01-11-62-6220	MTCE-EQUIPMENT	AM8623	475353	AIR FILTER/#16	45.67	
141	01-11-62-6220	MTCE-EQUIPMENT	AM8623	476262	AIR CHUCK/SHOP	17.80	
142	01-11-62-6220	MTCE-EQUIPMENT	AM8623	476287	AIR FILTER/MC35	15.50	
143	01-11-62-6220	MTCE-EQUIPMENT	AM8623	476297	AIR FILTER/SKIDSTEER	15.50	
144	01-11-62-6220	MTCE-EQUIPMENT	AM8623	476570	AIR;OIL;FUEL FILTERS/#4	91.54	
145	01-11-62-6220	MTCE-EQUIPMENT	AM8623	476669	COND COOLANT SYST/#13	8.50	
146	01-11-62-6220	MTCE-EQUIPMENT	AM8623	476682	COUPLER/GREASE GUN	5.40	
147	01-11-62-6220	MTCE-EQUIPMENT	AM8623	476871	BATTERY CABLES/#14	7.14	
148	01-11-62-6220	MTCE-EQUIPMENT	AM8623	476989	REDUCER CONN;HTR HOSE/#13	23.73	
149	01-11-62-6220	MTCE-EQUIPMENT	AM8623	477136	FUEL FILTER;WW WASHER/SHOP	100.35	
150	01-11-62-6220	MTCE-EQUIPMENT	AM8623	477197	FUEL FILTER;OIL/MC35	57.09	
151	01-11-62-6220	MTCE-EQUIPMENT	AM8623	477252	BULBS/SALT SPREADERS	56.64	
152	01-11-62-6220	MTCE-EQUIPMENT	CAT6298	5953317	NIPPLE ASSEMBLY ETC	303.50	

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GENERAL FUND							
153	01-11-62-6220	MTCE-EQUIPMENT	CAT6298	5954494	HYDRAULIC HOSE/#8	99.62	
154	01-11-62-6220	MTCE-EQUIPMENT	CAT6298	5954911	HOSES FOR SALT SPINNERS	247.18	
155	01-11-62-6220	MTCE-EQUIPMENT	CAT6298	5955053	4 FILTER ELEMENTS/#12	51.20	
156	01-11-62-6220	MTCE-EQUIPMENT	COU11	1014050	SAFETY INSPECTION/#14	35.00	
157	01-11-62-6220	MTCE-EQUIPMENT	COU11	101724	SAFETY INSPECTION/#2	52.00	
158	01-11-62-6220	MTCE-EQUIPMENT	COU11	101740	SAFETY INSPECTION/#19	35.00	
159	01-11-62-6220	MTCE-EQUIPMENT	COU11	101746	SAFETY INSPECTION/#16	35.00	
160	01-11-62-6220	MTCE-EQUIPMENT	EJ665	65147	STEERING PIN;CLIP/TRACKLESS	211.89	
161	01-11-62-6220	MTCE-EQUIPMENT	GEN5228	080579	MASKS & ROD/#8	26.03	
162	01-11-62-6220	MTCE-EQUIPMENT	GEN5228	080585	GLOVES;BATTERY/PTS WASHER	11.07	
163	01-11-62-6220	MTCE-EQUIPMENT	HDS9103	D190820	MARKING PAINT/TREES	302.80	
164	01-11-62-6220	MTCE-EQUIPMENT	HIG75	44300	55GAL TRUCK WASH/DEGREASER	265.00	
165	01-11-62-6220	MTCE-EQUIPMENT	HOM1831	1141580	BITS;CORNER BRACES/#2 TARP	13.01	
166	01-11-62-6220	MTCE-EQUIPMENT	HOM1831	9012378	BLACK;BLUE PAINT/#4	14.24	
167	01-11-62-6220	MTCE-EQUIPMENT	HOR60	168055	ADAPT SOCKET;TAP CARDED	7.18	
168	01-11-62-6220	MTCE-EQUIPMENT	JAC6642	60061	SHARPEN BLADES/CHIPPER	128.00	
169	01-11-62-6220	MTCE-EQUIPMENT	MCC6610	07182507	93" CUTTING EDGE;NUTS/BOLTS	434.46	
170	01-11-62-6220	MTCE-EQUIPMENT	MON4328	305229	CUTTING EDGES;SPINNER MOTOR/	998.64	
171	01-11-62-6220	MTCE-EQUIPMENT	MON4328	305250	VALVES;NOZZLES;SWITCH	398.68	
172	01-11-62-6220	MTCE-EQUIPMENT	PG8432	190650	STARTER MOTOR/#14	378.80	
173	01-11-62-6220	MTCE-EQUIPMENT	POM1630	0470005847	FLAT REPAIR IN SHOP	35.00	
174	01-11-62-6220	MTCE-EQUIPMENT	POM1630	0470019554	FLAT REPAIR IN SHOP	40.00	
175	01-11-62-6220	MTCE-EQUIPMENT	POM1630	470021517	2 NEW FRONT TIRES/#1	146.78	
176	01-11-62-6220	MTCE-EQUIPMENT	POM1630	470021954	NEW TIRE FOR TRACKLESS	199.26	
177	01-11-62-6220	MTCE-EQUIPMENT	RUS2208	95511938	KT FILTER/#2	64.95	
178	01-11-62-6220	MTCE-EQUIPMENT	RUS2208	95559965	OIL & FUEL FILTERS;O-RINGS/#	119.99	
179	01-11-62-6220	MTCE-EQUIPMENT	STA6520	96853	WLDT TOW BAR/#13	151.96	
180	01-11-62-6220	MTCE-EQUIPMENT	STA6520	96912	TOW BAR;PVT;ASSY/#13	136.42	
181	01-11-62-6220	MTCE-EQUIPMENT	STA6520	96929	WLDT TOW BRKT/#13	84.50	
182	01-11-62-6220	MTCE-EQUIPMENT	STA6520	96939	CREDIT TOW BAR		94.02
183	01-11-62-6220	MTCE-EQUIPMENT	STA6520	97599	SHUT OFF VALVE/#13	13.88	
184	01-11-62-6220	MTCE-EQUIPMENT	WHO5620	210266	FLOURESCENT GUIDE;LAMP;ETC	261.41	
185	01-11-62-6220	MTCE-EQUIPMENT	WHO5620	210470	LED LIGHTS;HARNESSES;ETC	187.05	
186	01-11-62-6220	MTCE-EQUIPMENT	WHO5620	210709	LED BEACON/TRACKLESS	73.15	
187	01-11-62-6223	MTCE-STREET LIGHTS	HDS9103	D190820	MARKING PAINT/SL	302.80	
188	01-11-62-6223	MTCE-STREET LIGHTS	JUL2800	2014-0899	UTILITY LOCATES/SHARE	162.52	
189	01-11-62-6223	MTCE-STREET LIGHTS	PIN749	25009	MONTHLY MTC/TILDEN SIGNAL	115.00	
190	01-11-62-6223	MTCE-STREET LIGHTS	SCO283	157082	BALLAST;WIRE NUTS	26.45	

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GENERAL FUND							
191	01-11-62-6259	TREE REMOVAL/MISC	TAM7500	98360	20YDS TOP SOIL/STUMP HOLES	732.00	
192	01-11-62-6263	STREET CLEANING	HEA6201	9139	1 LOAD STREET SWEEPINGS	218.68	
193	01-19-62-6230	PROFESSIONAL SERVICES	AIS6428	27679	SSIL ICC CERTF 14-15	150.00	
194	01-19-62-6286	CLAIMS - PUBLIC WORKS	IRMA	13650	CLAIMS/DPW	2,500.00	
195	01-00-00-1010	CASH-FNBLG-CHECKING			ACCOUNTS PAYABLE OFFSET		64,089.69
FOREIGN FIRE INSURANCE TAX FUN							
196	22-00-66-6600	NEW EQUIPMENT	COM3002	140909	OCT CABLE SVC/FD	97.04	
197	22-00-66-6600	NEW EQUIPMENT	COM3002	141009	NOV CABLE SVC/FD	97.04	
198	22-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		194.08
ETSB FUND							
199	24-00-62-6210	TELEPHONE	AME5749	U11587340K	NOV PAGE COPY SERVICE	82.51	
200	24-00-62-6210	TELEPHONE	ATT911	14/773RO6237210	OCT E911 WIRELESS:773/RO6-23	102.36	
201	24-00-62-6210	TELEPHONE	VER2550	9733977954	OCT CHIEFS CAR	38.01	
202	24-00-62-6220	MTCE-EQUIPMENT	CCBT	141022	T1 DATA& WAN/CABS FOR 2014	3,151.50	
203	24-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		3,374.38
CAPITAL PROJECTS FUND							
204	40-00-66-6602	WILLOW SPRINGS SAFETY IMPRVM	BAX783	0176634	WILLOW SPR RD TRAFFIC SIGNAL	4,129.69	
205	40-00-66-6604	STONE AVENUE STATION IMPR.	ALL897	13113	ADD'L CLEANING/STONE AVE STN	287.00	
206	40-00-66-6611	SOUTH 47TH DRAINAGE AREA STU	BAX783	0176644	SOUTH BASIN MODELING	5,584.08	
207	40-00-66-6618	KENSINGTON (COSSITT-BURLG)RES	BAX783	0176636	KENSINGTON RESURFACING STP	1,142.96	
208	40-00-66-6648	COSSITT AVE REHAB PROJECT	BAX783	0176633	COSSITT RECONSTRUCTION	4,422.59	
209	40-00-66-6684	TREE PLANTING	LGPC	141104	REIMB. PETTY CASH	48.97	
210	40-00-66-6684	TREE PLANTING	WCMC	0006063-IN	10 CBD TREES;2 MOS. MTC	2,510.00	
211	40-00-66-6686	SEWER TELEVISION	BAX783	0176640	2014 SEWER TELEVISION PROGRA	173.36	
212	40-00-66-6698	NGHBRHD STREET PROJECT	BAX783	0176637	FY2014-15 NEIGHBORHOOD STREE	2,413.52	
213	40-00-68-6862	MISCELLANEOUS ENGINEERING	BAX783	0176635	COUNTRYSIDE LOMR REVIEW	243.91	
214	40-00-68-6862	MISCELLANEOUS ENGINEERING	BAX783	0176639	OARS IMPLEMENTATION MODELING	121.12	
215	40-00-68-6862	MISCELLANEOUS ENGINEERING	BAX783	0176641	UPTOWN LG SITE PLAN REVIEW	3,208.55	
216	40-00-68-6862	MISCELLANEOUS ENGINEERING	BAX783	0176642	LOCUST AVE STP APPLICATION	955.17	
217	40-00-68-6862	MISCELLANEOUS ENGINEERING	BAX783	0176643	LG RD TRAIN STN PARKING	849.89	
218	40-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		26,090.81

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WATER FUND							
219	50-00-52-5200	WATER SALES	SLO6408	141029	REFUND OVERPYMT WATER BILL	316.22	
220	50-00-58-5899	MISCELLANEOUS REVENUE - WATE	TRA2155	2014-1277	OCT I-WEB TRANSACTION FEES	87.00	
221	50-00-60-6021	UNIFORMS	ARA2525	2078761437	10/24/14 UNIFORM SVC	40.80	
222	50-00-60-6021	UNIFORMS	ARA2525	2078770979	10/31/14 UNIFORM SVC	40.80	
223	50-00-60-6021	UNIFORMS	ZEE7814	996901	RAIN SUITS/WATER	334.67	
224	50-00-61-6101	PRINTING, POSTAGE, & STATIONE	USP	141029	PERMIT #1678:NOV-JAN	2,875.00	
225	50-00-62-6210	TELEPHONE	ATT	14/708Z14012410	OCT TELEMETRY LINE Z140124/W	96.60	
226	50-00-62-6210	TELEPHONE	ATT	14/708Z45520210	OCT ALARM LINE Z455202/WTR	440.89	
227	50-00-62-6210	TELEPHONE	ATT5017	14/10	OCT LONG DISTANCE CHARGES	12.37	
228	50-00-62-6220	MAINTENANCE - WATER	AM8623	473779	ANTIFREEZE/PUMP STN GENERATO	29.97	
229	50-00-62-6220	MAINTENANCE - WATER	AM8623	476037	THROTTLE SENSOR/#74	71.68	
230	50-00-62-6220	MAINTENANCE - WATER	AM8623	476850	OXYGEN SENSOR/#74	85.58	
231	50-00-62-6220	MAINTENANCE - WATER	AM8623	477012	EXHAUST CLAMP/#74	10.17	
232	50-00-62-6220	MAINTENANCE - WATER	AM8623	477393	SERPENTINE/DRIVE BELTS/#74	107.83	
233	50-00-62-6220	MAINTENANCE - WATER	AM8623	477449	RETURN SERPENTINE BELT		24.85
234	50-00-62-6220	MAINTENANCE - WATER	AM8623	477450	SERPENTINE BELTS/#74	60.96	
235	50-00-62-6220	MAINTENANCE - WATER	COU11	101724	SAFETY INSPECTION/#64	35.00	
236	50-00-62-6220	MAINTENANCE - WATER	HAN1562	5456992	2 LOADS CA7	312.85	
237	50-00-62-6220	MAINTENANCE - WATER	HAN1562	5457746	2 LOADS CA7	317.00	
238	50-00-62-6220	MAINTENANCE - WATER	HDS9103	084506	6X12X1/2CC/824 STONE SVC LEA	158.16	
239	50-00-62-6220	MAINTENANCE - WATER	HDS9103	962135	CORPS;ELBOWS;PVC PIPE;ETC	831.44	
240	50-00-62-6220	MAINTENANCE - WATER	HDS9103	985539	12X12X1.5 CC	206.00	
241	50-00-62-6220	MAINTENANCE - WATER	HDS9103	D190820	MARKING PAINT/WATER	302.80	
242	50-00-62-6220	MAINTENANCE - WATER	JAM	303	CONVERTER/#74	650.00	
243	50-00-62-6220	MAINTENANCE - WATER	JUL2800	2014-0899	UTILITY LOCATES/SHARE	162.51	
244	50-00-62-6220	MAINTENANCE - WATER	REL2250	16730	3 LOADS WASTE	261.00	
245	50-00-62-6220	MAINTENANCE - WATER	REL2250	167516	4 LOADS WASTE	348.00	
246	50-00-62-6220	MAINTENANCE - WATER	ZIE2001	226957	REDUCER/CUT IN SLEEVES;ETC	4,552.95	
247	50-00-62-6230	PROFESSIONAL SERVICES	THI4200	17486	OCT PRINT/MAIL WATER BILLS	861.21	
248	50-00-62-6290	WATER PURCHASES-MC COOK	MCC	38-14/10	OCT WATER PURCHASE	179,789.76	
249	50-00-67-6700	BOND PRINCIPAL	AMA1	141023	GO ALT REVENUE BONDS/PRINCIP	85,000.00	
250	50-00-67-6701	INTEREST EXPENSE	AMA1	141023	GO ALT REVENUE BONDS/INTERES	22,115.00	
251	50-00-68-6899	MISCELLANEOUSE EXPENSES	SUB1950	116840	15 COLIFORM WATER SAMPLES	172.50	
252	50-00-68-6899	MISCELLANEOUSE EXPENSES	SUB1950	117242	LEAD & COPPER SAMPLE	75.00	
253	50-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		300,736.87

PARKING FUND

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PARKING FUND							
254	51-00-62-6211	ELECTRIC FEES	CON1421	18918335	OCT PARKING LOT LIGHTS	122.81	
255	51-00-62-6211	ELECTRIC FEES	CON1421	18947222	OCT PARKING LOT LIGHTS	6.76	
256	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	ARA2525	2078761437	FLOOR MATS/TRAIN STN	11.00	
257	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	ARA2525	2078770979	FLOOR MATS/TRAIN STN	11.00	
258	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	LG	141021MS	21000500:METRA STN WATER SVC	9.98	
259	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	PE4016	32568	WINDOW CLEANING/TRAIN STN	129.00	
260	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	PE4016	32599	WINDOW CLEANING/TRAIN STN	74.00	
261	51-00-62-6280	MTCE. PARKING GARAGE	ALL897	13104	NOV CUSTODIAL SERVICE:DECK	325.00	
262	51-00-62-6280	MTCE. PARKING GARAGE	ARA2525	2078761437	FLOOR MATS/PARKING DECK	5.50	
263	51-00-62-6280	MTCE. PARKING GARAGE	ARA2525	2078770979	FLOOR MATS/PARKING DECK	5.50	
264	51-00-62-6280	MTCE. PARKING GARAGE	COM3002	141024	NOV MODEM/PARKING DECK	107.35	
265	51-00-62-6280	MTCE. PARKING GARAGE	PE4016	33054	WINDOW CLEANING/PARKING DECK	179.00	
266	51-00-62-6280	MTCE. PARKING GARAGE	SCO283	157082	CLEAR TUBE GUARD	35.20	
267	51-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		1,022.10

POLICE PENSION FUND

268 70-00-62-6233
 269 70-00-68-6899
 270 70-00-68-6899
 271 70-00-20-2001

268	70-00-62-6233	LEGAL	REI15	2647-18806	KNEIFEL DISABILITY	1,271.03	
269	70-00-68-6899	MISCELLANEOUS EXPENSES	EMP7247	08235	2014/15 INVEST SOFTWARE LEAS	2,482.00	
270	70-00-68-6899	MISCELLANEOUS EXPENSES	IPFFA	140915	ANNUAL DUES	750.00	
271	70-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		4,503.03

FIREFIGHTERS' PENSION FUND

272 75-00-68-6899
 273 75-00-20-2001

272	75-00-68-6899	MISCELLANEOUS EXPENSES	EMP7247	08235	2014/15 INVEST SOFTWARE LEAS	2,482.00	
273	75-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		2,482.00

SEWER FUND

274 80-00-60-6021
 275 80-00-60-6021
 276 80-00-60-6021
 277 80-00-62-6210
 278 80-00-62-6210
 279 80-00-62-6220
 280 80-00-62-6220
 281 80-00-62-6220
 282 80-00-62-6220

274	80-00-60-6021	UNIFORMS	ARA2525	2078761437	10/24/14 UNIFORM SVC	10.20	
275	80-00-60-6021	UNIFORMS	ARA2525	2078770979	10/31/14 UNIFORM SVC	10.20	
276	80-00-60-6021	UNIFORMS	ZEE7814	996901	RAIN SUITS/SEWER	334.66	
277	80-00-62-6210	TELEPHONE	ATT	14/708Z45003710	OCT ALARM LINE 708Z450037	110.22	
278	80-00-62-6210	TELEPHONE	ATT5017	14/10	OCT LONG DISTANCE CHARGES	6.18	
279	80-00-62-6220	MTCE-EQUIPMENT	ALS9521	116619	RADIATOR/#13	92.50	
280	80-00-62-6220	MTCE-EQUIPMENT	AM8623	309920	HEATER HOSE/#13	4.64	
281	80-00-62-6220	MTCE-EQUIPMENT	AM8623	476669	COND COOLANT SYST/#13	8.51	
282	80-00-62-6220	MTCE-EQUIPMENT	AM8623	476989	REDUCER CONN;HTR HOSE/#13	23.72	

4-6.23

DATE: 11/06/14
 TIME: 09:49:06
 ID: AP213000.WOW

VILLAGE OF LA GRANGE
 DISTRIBUTION JOURNAL # AP-11061401

PAGE: 9
 F-YR: 15

JOURNAL DATE: 11/06/14

ACCOUNTING PERIOD: 07

ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
SEWER FUND							
283	80-00-62-6220	MTCE-EQUIPMENT	MID1500	107606	21"CLAY X 21"PVC NONSHEAR	1,294.00	
284	80-00-62-6220	MTCE-EQUIPMENT	STA6520	96853	WLDT TOW BAR/#13	151.97	
285	80-00-62-6220	MTCE-EQUIPMENT	STA6520	96912	TOW BAR;PVT;ASSY/#13	136.43	
286	80-00-62-6220	MTCE-EQUIPMENT	STA6520	96929	WLDT TOW BRKT/#13	84.51	
287	80-00-62-6220	MTCE-EQUIPMENT	STA6520	96939	CREDIT TOW BAR		94.03
288	80-00-62-6220	MTCE-EQUIPMENT	STA6520	97599	SHUT OFF VALVE/#13	13.88	
289	80-00-62-6224	MTCE-MANHOLE/SEWERS	JUL2800	2014-0899	UTILITY LOCATES/SHARE	162.51	
290	80-00-62-6224	MTCE-MANHOLE/SEWERS	JUL2800	2014-0899	UTILITY LOCATES/SHARE	162.51	
291	80-00-66-6681	MANHOLE REPLACEMENT	BAX783	0176640	2014 SEWER TELEVISIONING PROGRA	173.36	
292	80-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		2,685.97
DEBT SERVICE FUND							
293	90-00-67-6705	98 ST LIGHT- PRINCIPAL	FIR620	141029	1998 STREET LIGHT BONDS/PRIN	260,000.00	
294	90-00-67-6706	98 ST LIGHT INTEREST EXP.	FIR620	141029	1998 STREET LIGHT BONDS/INT	16,017.50	
295	90-00-67-6706	98 ST LIGHT INTEREST EXP.	HER111	141029	1998 STREET LIGHT BONDS/INT	5,130.00	
296	90-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		281,147.50
INTERFUND SUMMARY							
297	01-00-20-2022	DUE T/F FOREIGN FIRE INSURAN			ACCTS PAYABLE INTERFUND OFFS	194.08	
298	01-00-20-2024	DUE T/F ETSB			ACCTS PAYABLE INTERFUND OFFS	3,374.38	
299	01-00-20-2040	DUE T/F CAPITAL PROJECTS			ACCTS PAYABLE INTERFUND OFFS	26,090.81	
300	01-00-20-2050	DUE T/F WATER			ACCTS PAYABLE INTERFUND OFFS	300,736.87	
301	01-00-20-2051	DUE T/F PARKING METER			ACCTS PAYABLE INTERFUND OFFS	1,022.10	
302	01-00-20-2070	DUE T/F POLICE PENSION			ACCTS PAYABLE INTERFUND OFFS	4,503.03	
303	01-00-20-2075	DUE T/F FIREFIGHTERS' PENSIO			ACCTS PAYABLE INTERFUND OFFS	2,482.00	
304	01-00-20-2080	DUE T/F SEWER			ACCTS PAYABLE INTERFUND OFFS	2,685.97	
305	01-00-20-2090	DUE T/F DEBT SERVICE			ACCTS PAYABLE INTERFUND OFFS	281,147.50	
306	01-00-00-1010	CASH-FNBLG-CHECKING			ACCTS PAYABLE INTERFUND OFFS		622,236.74
TOTALS:						1,308,776.07	1,308,776.07

4-6.24

CURRENT BUSINESS

VILLAGE OF LA GRANGE
Administrative Offices

BOARD REPORT

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

FROM: Robert J. Pilipiszyn, Village Manager,
Patrick D. Benjamin, Community Development Director,
Angela Mesaros, Assistant Community Development Director/Planner and
Ryan Gillingham, Director of Public Works

DATE: November 10, 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.**

On Monday, October 27, the Village Board of Trustees conducted its third discussion on the proposed redevelopment of the site of the former YMCA property. The discussion was lengthy and robust. The matter was tabled until the Village Board's next regular meeting on Monday, November 10.

There appeared to be three primary issues that still needed to be addressed to the satisfaction of several Trustees. Those issues were as follows:

1. Financial participation by Opus in the cost of the traffic signal at Ogden Avenue and Locust Avenue;
2. Agreement on a final Project Declaration, including terms related to the proper long-term maintenance, general upkeep, and amenities for the residential building); and
3. A further reduction, if possible, of the number of Zoning Code modifications to be approved for the project as part of the planned development.

Since the October 27 Board meeting, Village staff and the Village Attorney have been engaged in discussions with Opus, and very significant progress was made on two of the three matters.

First, Opus has agreed to contribute a lump sum of \$300,000 towards the cost of signaling the intersection of Ogden Avenue and Locust Avenue. This dollar amount is the estimated cost of the traffic signal infrastructure, including crosswalk pavement markings, pedestrian-activated

crossing signals, and labor. We anticipate that IDOT will fund the cost to rebuild the intersection from its current dog-leg configuration to a safer, perpendicular configuration. The \$300,000 concession has been added to the development agreement and the proposed ordinance.

Second, Opus has agreed to substantial revisions of the Project Declaration. The revisions add two protections requested by several Trustees. Subsections 5(a)(ii) & (iii) establish rules, restrictions, and maintenance standards for the apartment building that the building owner must keep in place. These standards will apply to all tenants (or dwelling unit owners if the building is converted to condominiums). Subsections (a)(1) & (iv) establish benchmark standards for maintenance of the building as a high-class, highly amenitized project. These provisions work in concert with the provisions already in place granting easements to the Village for utilities, storm water system inspections, and public safety matters and granting the Village the rights and easements it needs in case the apartment tract owner or retail tract owner fails in its duty to properly maintain the project. The Village staff believes the Project Declaration in a good condition, ready for the Village Board's consideration.

As to the third issue, Opus's representative has reiterated, as he explained during the Village Board's last discussion, that Opus cannot further reduce the number of Zoning Code modifications being sought because (1) the project will no longer be economically viable and (2) the mix and sizes of units have already been adjusted and to adjust them further would begin to adversely affect Opus's market projections and thus increase Opus's level of risk (e.g. lending, rate of occupancy, etc.).

Finally, compensating amenities were a topic of considerable discussion by the Board of Trustees at the October 27 meeting. Among other comments, there was discussion about the distinction between development-related improvements and improvements that will benefit the Village as a whole. We feel that it is important to provide the Village Board some additional background information and project details to more fully understand the public contributions being made by Opus.

- √ Opus is donating right-of-way for the intersection improvements at La Grange Road and Ogden Avenue. IDOT has estimated the value of this land donation at \$600,000. This donation is being made at no cost to IDOT or the Village.
- √ Opus is providing a greatly enhanced sidewalk along Ogden Avenue that will be special and unique to the Village. First, the enhanced sidewalk will be built by Opus at its expense. In addition, because the sidewalk's design exceeds our current streetscape standards and thus will require a higher level of attention, we have negotiated that Opus and its successors will be responsible for the sidewalk's maintenance and upkeep. The Village will have the right, and the funding through a special service area, to step in and perform maintenance if Opus or its successors fail to do so. Second, the enhanced sidewalk design creates an accessible walkway which effectively negotiates the very challenging downhill slope of Ogden Avenue toward Gordon Park. Third, the design

promotes interaction between the public and the development, an objective which has been difficult to achieve with other transit-oriented projects within the Village.

- √ In addition to storm water detention facilities to manage on-site storm water flow, Opus is being required by the Village to install a section of storm sewer pipe that will convey storm water to the future location of the OARS system. Opus is also lining an existing segment of the Village's combined sewer from its connection at Locust up to Shawmut Avenue.
- √ Opus is installing a new transmission water main. This improvement will improve water supply to the development, but it also will improve water distribution, water quality, and fire flow for the Village.
- √ The concourse level of the apartment building parking structure was created by Opus in direct response to pre-application comments by Village representatives that pedestrian access through the development site had to be improved. Through that design process, Opus has also created and granted shared parking opportunities to the Village.
- √ As part of the design change to the parking structure, access to Locust Avenue was created for tenants of the residential building, patrons of Gordon Park and pedestrians walking to and from Gordon Park. (This concourse feature will be particularly useful to the Park District, especially for major events such as Endless Summerfest).
- √ But for the parking structure design change, there would not have been any direct benefit to Opus for also having agreed to resurface Locust Avenue and, now, to pay for the cost of the proposed traffic signal. Stated another way, the scope of public improvements Opus is required to make has grown substantially beyond what Opus had originally envisioned. Opus had anticipated that its project would largely be self-contained, with minimal new public infrastructure. In fairness to Opus, this evolution of thought should be recognized. The balancing statement to conclude this thought is that the Village's planned development regulations and process worked as intended.
- √ As part of the burial of overhead utilities, Opus has agreed to replace the ComEd lighting standards and fixtures in Lot 14 with our relatively new LED parking lot lighting (like those in Lot 2 and Lot 13).
- √ Opus will donate to the Village a small piece of its property that juts into the Shawmut Avenue right-of-way at the northwesterly corner of the project. This donation, though small, is valuable to the Village not only to preserve some open space, but also because it restores that portion of Shawmut Avenue to its proper size and shape, which may be important if that road is rebuilt in the future.

In consideration of the fact that Opus did not seek financial assistance from the Village (such as creation of a TIF District or similar funding mechanism), and the Village did not contribute land

or other incentives to Opus, we believe that the compensating amenities included in this project are reasonable and have been further enhanced by the Village Board's insistence that Opus contribute towards the cost of the traffic signal at the intersection of Ogden Avenue and Locust Avenue.

We have attached the Board Report from October 27 for your reference. The only significantly revised documents among the attachments are the Project Declaration in its final form, one section of the development agreement regarding the \$300,000 payment toward the traffic signal, numerous minor changes to the preliminary plat of subdivision, and a finalized estimate of the costs of the public infrastructure improvements.

The ordinance, which has not changed except for showing the \$300,000 contribution, 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

all as provided in the Ordinance.

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

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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 several of its regular meetings, 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; Conditions. 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; Conditions. 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; Conditions. 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 8 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; Condition. 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; Condition. 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,

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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, including without limitation payment to the Village of \$300,000 for the cost of traffic signals.
- 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]

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EXHIBIT B

APPROVED DEVELOPMENT AGREEMENT

[see attached]

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EXHIBIT C

APPROVED PLANS AND SPECIFICATIONS

[see attached]

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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 by 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

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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

LEGAL DESCRIPTION OF PROPERTY

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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.

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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.

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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.

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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
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**

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-14-___ 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 on the Apartment Building Parcel 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 as Lot 1 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-14-____. 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 5K 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:

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- (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

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Avenue, to be installed if the Locust Avenue Intersection Improvements are constructed, as provided in this Agreement. See Subsection 5K of this Agreement.

"IDOT": The Illinois Department of Transportation.

"TEPA": 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 Plans.

"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.

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“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 as Lot 2 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.

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“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

Plan; 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.

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- (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.

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- (vi) A 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

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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.

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- (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 property 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,

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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.

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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.

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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

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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.

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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 mortgage 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

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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 Developer must pay \$300,000 cash to the Village for installation of traffic signals as part of the Locust Avenue Intersection Improvements. That payment must be made before the earlier to occur of (a) the award by the Village or IDOT of any contract for construction work on an element of the Locust Avenue Intersection Improvements or (b) the issuance by the Village of the first certificate of occupancy for the Apartment Building. That payment will fulfill the Developer's obligations related to the Locust Avenue Intersection Improvements, except only for installation of the improvements in the Basic Locust Area Sidewalk & Landscaping Plan or the Enhanced Locust Area Sidewalk & Landscaping Plan as provided in this Subsection K.

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

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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.

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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,

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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.

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.

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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,

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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 4G 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 4G 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 4G 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 apparent 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
53 South La Grange Road
La Grange, Illinois 60525
Attn: Village Manager
Telephone: (708) 579-2316

with a copy to:
Holland & Knight LLP
131 South Dearborn Street, 30th Floor
Chicago, Illinois 60603
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.
9700 Higgins Road, Suite 900
Rosemont, Illinois 60018
Attn: Sean Spellman

with a copy to:
Opus Holding, L.L.C.
10350 Bren Road West
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. O-14-_____)**

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 (SSBRC) AND STANDARD SPECIFICATIONS AND REQUIREMENTS FOR SPECIAL PROVISIONS ADOPTED JANUARY 1, 2013 BY ILLINOIS DEPARTMENT OF TRANSPORTATION AND ALL AMENDMENTS THEREOF AND IN ACCORDANCE WITH THE LATEST EDITION OF THE CODE OF THE MUNICIPALITY EXCEPT AS MODIFIED 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 MODIFIED 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 HANDICAP 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 FOURTY-EIGHT (48) HOURS PRIOR TO STARTING ANY CONSTRUCTION.

C. EASEMENTS FOR THE EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE, AND UTILITIES WITH PUBLIC RIGHTS-OF-WAY ARE SHOWN ON THE PLANS ACCORDING TO AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION IN THE FIELD OF THESE UTILITY LINES AND THEIR PROTECTION FROM DAMAGE DUE TO CONSTRUCTION OPERATIONS. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT WITH THE LOCATION 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 INSURE 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 SCHEDULE(S) 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. ATAT SHALL BE CONTACTED ONE MONTH PRIOR TO START OF CONSTRUCTION IN ITS UTILITY AREAS. ALL OTHER AGENCIES, UNLESS OTHERWISE 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 THE ENGINEER BEFORE DOING ANY WORK. OTHERWISE, THE CONTRACTOR ASSUMES FULL RESPONSIBILITY. IN THE EVENT OF DISCREPANCY BETWEEN THE CONSTRUCTION PLANS, SPECIFICATIONS AND/OR SPECIAL DETAILS, THE CONTRACTOR SHALL SECURE WRITTEN INSTRUCTION FROM THE ENGINEER PRIOR TO PROCEEDING WITH ANY PART OF THE WORK AFFECTED BY SUCH DISCREPANCIES. FAILING TO SECURE SUCH INSTRUCTION FROM 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 AWARD 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 CONTRACTORS 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 FROM THE OWNER UPON WRITTEN REQUEST.

8. CONTRACTOR SHALL VIDEO TAPE 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, ALL TESTING AGENCIES, EITHER MUNICIPALITY'S OR THE OWNER'S, SUFFICIENTLY IN ADVANCE OF CONSTRUCTION SHALL BE THE RESPONSIBILITY AND EXPENSE OF THE CONTRACTOR. THE TESTING AGENCY SHALL MEET THE APPROVAL OF THE OWNER.

B. FAILURE OF CONTRACTOR TO ALLOW PROPER NOTIFICATION TIME WHICH RESULTS IN TESTING COMPANIES TO BE UNABLE TO VISIT SITE AND PERFORM TESTING WILL CAUSE CONTRACTOR TO SUSPEND OPERATION (PERTAINING 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 STAKES, 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 STAKES NOT REQUIRED TO BE RESET, SHALL BE DELIVERED TO THE RESPECTIVE OWNERS.

13. REMOVAL OF SPECIFIC ITEMS, INCLUDING BUT NOT LIMITED TO, PAVEMENT, SIDEWALK, CURB, CURB AND GUTTER, CURBS, ETC. SHALL BE DISPOSED BY 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 (55BRC) 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 REGARDLESS OF TIME 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 DETRIMENTAL TO STABILITY OF SUBGRADES AND FOUNDATIONS. PROVIDE AND MAINTAIN PUMPS, SUMPS, SUCTION AND DISCHARGE LINES AND OTHER DRAINAGE SYSTEM COMPONENTS NECESSARY TO CONVEY WATER AWAY FROM EXCAVATIONS. CONVEY WATER REMOVED FROM EXCAVATIONS AND RAINWATER TO COLLECTING OR RUN-OFF AREAS ACCEPTABLE TO APPLICABLE LOCAL, STATE AND FEDERAL AGENCIES. MAINTAIN TEMPORARY DRAINAGE DITCHES AND OTHER DIVERSIONS OUTSIDE EXCAVATION LIMITS FOR EACH STRUCTURE. DO NOT USE TRENCH EXCAVATIONS AS TEMPORARY DRAINAGE DITCHES.

D. IMMEDIATELY REPORT CONDITIONS THAT MAY CAUSE UNSOUND 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 HELD 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, BINDER, SURFACE, AND PRIOR TO PLACING ANY CONCRETE AFTER FORMS HAVE 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 PATCHED AS NECESSARY TO ASSURE INTEGRITY OF THE STRUCTURE. THIS WORK SHALL BE PAID FOR AT THE CONTRACTOR'S UNIT PRICE FOR STRUCTURES AND CONTRACT UNIT PRICE PER LINEAL FOOT FOR SYSTEMS WHICH SHALL BE PAID IN FULL FOR CLEANING, PATCHING, REMOVAL AND DISPOSAL OF DEBRIS AND DIRT. DRAINAGE 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 DOWELLING 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 UNIT PRICE FOR SUCH MATERIALS AND WORKMANSHIP. UNLESS OTHERWISE NOTED, COMPRESSIVE STRENGTH LESS THAN 0.5 TSP ARE ENCOUNTERED IN SEWER CONSTRUCTION, THE CONTRACTOR SHALL UPON 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. NO SEPARATE PAYMENT SHALL BE MADE FOR THIS ITEM.

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 TO TOP OF PIPE. THE TRENCH BACKFILL SHALL CONSIST OF GRANULAR MATERIAL MEETING 100% CA-6 GRADATION. THE TRENCH BACKFILL SHALL BE COMPACTED IN ACCORDANCE WITH (SSBRC) SPECIFICATIONS. SETTLEMENT SHALL NOT BE PERMITTED. THE COST OF SUCH CONSTRUCTION SHALL BE CONSIDERED INCIDENTAL TO THIS CONTRACT AND SHALL BE INCLUDED IN THE UNIT PRICE OF THE PIPE. NO SEPARATE PAYMENT SHALL BE MADE FOR THIS ITEM.

E. THE CONTRACTOR SHALL INSTALL A 4" X 4" X 8" (NOMINAL) POST AT THE TERMINUS OF THE SANITARY, WATER AND STORM SERVICE, SANITARY AND STORM MANHOLES, CATCH BASINS, INLETS 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 SHEET LOCATIONS, AND AT OTHER LOCATIONS SELECTED BY THE ENGINEER, TO MINIMIZE THE AMOUNT OF SILTATION WHICH NORMALLY ENTERS THE STORM SEWER SYSTEM.

G. HYDRANTS SHALL NOT BE FLUSHED DIRECTLY ON THE ROAD SUBGRADES. WHENEVER POSSIBLE, HOSES SHALL BE USED TO DIRECT THE WATER INTO LOT AREAS OR THE STORM SEWER SYSTEM (IF AVAILABLE). DAMAGE TO THE ROAD SUBGRADE OR LOT GRADING DUE TO EXCESSIVE WATER SATURATION AND/OR EROSION FROM HYDRANT FLOUSHING 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 SHAFT 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 ALLEVIATE THE CONTRACTOR FROM ANY ADDITIONAL ADJUSTMENTS AS REQUIRED BY THE MUNICIPALITY UPON FINAL INSPECTION OF THE PROJECT. IF FINAL GRADES TO BE DETERMINED BY THE MUNICIPALITY AT THE TIME OF FINAL INSPECTION AND MAY VARY FROM PLAN GRADE.)

25. SLEEVES FOR UTILITY (COURD, TELEPHONE, ETC.) STREET CROSSING, SHALL BE INSTALLED THROUGH DIRECTED BY THE OWNER. SLEEVES SHALL BE 6" PVC INSTALLED UNDER THE CURB AND EXTENDED TWO FEET OUTSIDE THE CURB. TRENCH SHALL BE BACKFILLED 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.

IT SHALL BE UNDERSTOOD THAT NEITHER THE MUNICIPALITY, ITS OFFICIALS, CONSULTANTS, NOR ITS EMPLOYEES ARE AGENTS OF OR REPRESENTATIVES OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND EMPLOYEES ARE TO BE PROVIDED SAFE ACCESS TO ALL PHASES 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 FROM ANY OFFICIAL EMPLOYEES OF THE MUNICIPALITY ON ACCOUNT OF ACTIONS TAKEN OR NOT TAKEN IN THE COURSE OF THEIR WORK. THE CONTRACTOR MUST AT ALL TIMES MAINTAIN ACCESS TO THE WORK FOR INSPECTORS, "SAFE" MEANING CONDITIONS COMPLYING WITH ALL PROVISIONS OF ALL APPLICABLE AND RECOGNIZED SAFETY STANDARDS, FEDERAL, STATE AND LOCAL. IF ACCESS IS NOT SAFE AND INSPECTIONS CANNOT BE MADE UNDER SAFE CONDITIONS, THE INSPECTOR'S 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 (MWRDC) SEWER PERMIT SECTION FIELD OFFICE MUST BE NOTIFIED AT LEAST TWO (2) WORKING DAYS PRIOR TO THE COMMENCEMENT OF WORK (CALL 708/588-4655) FOR THE WATER DISTRIBUTION SYSTEM. WRITTEN NOTICE IS PREFERABLE PROVIDED IT IS RECEIVED TWO WORKING DAYS IN ADVANCE.

2. ELEVATION DATUM IS USGS.

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. All sanitary sewer pipes and joints, and also storm sewer pipes and joints in a combined sewer area shall conform to the following specifications:

Material	Joint Spec
VCP (C-700)	C-425
VCP (No-Bell)(C-700)	Joint
Color	D-1784
Concrete Pipe (IC-14)	C-443
RCP (C-76)	C-443
ACP (C-428)	D-1869
Composite Pipe (I-truss)	
ABS D-2751	D-2751
6" do. only, SDR26	D-2680
ABS D-2680	D-2680
8"-15" do.	
CSP ASTM A-74	ASTM C-564
DP A-2151	A-2111

PVC Graviy Sewer Pipe
6"-15" do. SDR26 D-3212
D-3034 gasket

18"-27" do. F/dy-46 D-2855
F-679 solvent

High Density Polyethylene (HDPE) Plastic Pipe
Polyethylene (HDPE) Sewer Pipe shall conform to Type III, Class B (or better), category 5, Grade P14 as defined in ASTM D2688 or to 6" SDR30.5 cell classification PE 345434C or higher. The joining method shall conform to ASTM D-2651.

6. All 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 1/4 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 HUB-WYE SADDLE OR HUB-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" UNLESS OTHERWISE NOTED. A MINIMUM HORIZONTAL DISTANCE OF 10 FEET BETWEEN SANITARY/COMBINED SEWERS AND WATER MAINS SHALL BE MAINTAINED UNLESS THE SEWER IS Laid IN A SEPARATE TRENCH, KEEPING A MINIMUM 18" VERTICAL SEPARATION; OR THE SEWER IS Laid 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 EQUAL.

10. ALL EXISTING SEWER 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 RESILENT CONNECTIONS, CONFORMING TO ASTM C-923, SHALL BE USED BETWEEN MANHOLE AND PIPES.)

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 REGULATIONS. CONTRACTOR SHALL BE RESPONSIBLE TO INSURE THAT THE INSTALLATION IS INSPECTED AND APPROVED BY THE INSPECTION ENGINEER AND THE MUNICIPAL ENGINEER.

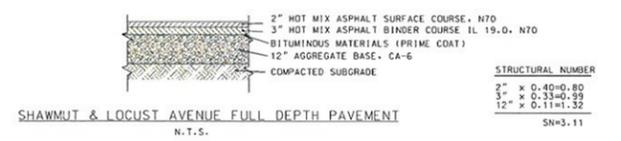
15. SUMP PUMPS INSTALLED FOR SANITARY SEWERS SHALL NOT BE USED FOR STORM SEWERS. THOSE INSTALLED FOR STORM SEWERS SHALL NOT BE USED FOR SANITARY SEWERS.

16. EXCEPT FOR FOUNDATION/FOOTING DRAINS PROVIDED TO PROTECT BUILDINGS, DRAIN TILES/FIELDTILES/UNDERDRAINS/PERFORATED PIPES ARE NOT ALLOWED TO BE CONNECTED TO OR TRIBUTARY TO COMBINED SEWERS, SANITARY SEWERS, OR STORM SEWERS. PERFORATED PIPES TO COMBINED SEWERS OR STORM SEWERS ARE NOT ALLOWED. CONSTRUCTION OF NEW FACILITIES OF THIS TYPE IS PROHIBITED; AND ALL EXISTING DRAIN TILES AND PERFORATED PIPES 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.

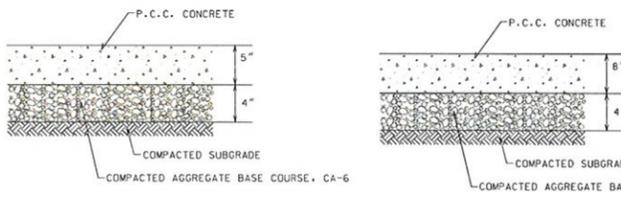
17. SEE ADDITIONAL PROJECT REQUIREMENTS IN SPECIFICATIONS.



PRIVATE DEVELOPMENT PARKING LOT PAVEMENT
N.T.S.

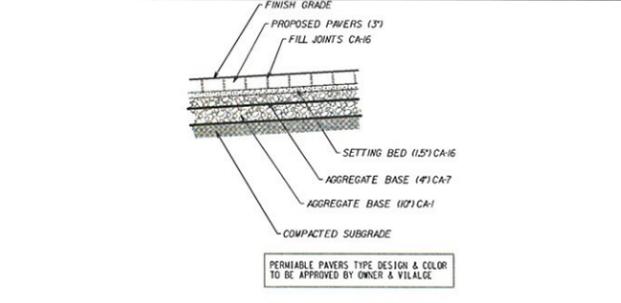


SHAWMUT & LOCUST AVENUE FULL DEPTH PAVEMENT
N.T.S.



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	---
---	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	---
---	SPOT ELEVATION	XXX.XX
---	SOL BORING	---
---	OVERLAND FLOW ROUTE	---
---	DRAINAGE SLOPE	OR
---	GUARDRAIL	---
---	WATER'S EDGE	---
---	CONCRETE	---
---	REVERSE PITCH CURB	---
---	TREE, FIRE 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	SAN - SANITARY SEWER
VV - VALVE VAULT	TD - TOP OF DEPRESSED CURB	STM - STORM SEWER
EV - END SECTION	TW - TOP OF RETAINING WALL	LO - LOOK OUT
FH - FIRE HYDRANT	BW - BOTTOM OF RETAINING WALL	PLO - 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			
MWRDC			
IEPA - NPDES			
IDOT			
IEPA - DEPARTMENT OF PUBLIC WATER SUPPLIES			

CONTACT INFORMATION		
VILLAGE OF LA GRANGE PUBLIC WORKS DEPT. 320 EAST AVENUE LA GRANGE, IL 60525 PH: 708-579-2328 CONTACT: PERMITTING RYAN GILLINGHAM, P.E.	COMCAST 688 INDUSTRIAL DRIVE ELMURST, IL 60126 PHONE: (630) 600-6349 CONTACT: TED WYMAN	AT&T 1000 COMMERCE DRIVE OAK BROOK, IL 60523 PHONE: (630) 573-5450 CONTACT: BRIAN CHAMBERLAIN
NICOR GAS 1844 FERRY ROAD NAPERVILLE, IL 60563 PHONE: (630) 870-2058 CONTACT: CONSTANCE LANE	COMMONWEALTH EDISON 201 NORTH ARTHUR AVENUE MOUNT PROSPECT, IL 60056 PHONE: (708) 410-2058 CONTACT: TOM STUTZMAN	

BENCHMARKS	
SOURCE BENCHMARK: ELEVATIONS ARE BASED ON GPS OBSERVATIONS FROM NGS COOP COR DESIGNATION - WESTERN SPRINGS (NGS PID AJ3066) ELLIPSOIDAL HEIGHT + 204.994 METERS (672.39 FEET) DATUM: NAVD 83	SITE BENCHMARK #1: SOUTHEAST BOLT ON FIRE HYDRANT ON NORTH END OF PARKING LOTS ON EAST SIDE, PROPERTY NEAR WATER FOUNTAIN. ELEVATION + 630.71
SITE BENCHMARK #2: NORTHEAST BOLT ON FIRE HYDRANT ON EAST SIDE OF LAGRANGE ROAD APPROXIMATELY 150' N. PROPERTY NEAR WATER FOUNTAIN. ELEVATION + 646.74	

GENERAL NOTES AND TYPICAL SECTIONS

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

2 10/21/14 PER PUBLIC WORKS MEETING
1 10/13/14 PER VILLAGE REVIEW

UPTOWN LA GRANGE
LA GRANGE, IL

9525 W. Higgins Road, Suite 700
Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065

SPACECO INC.

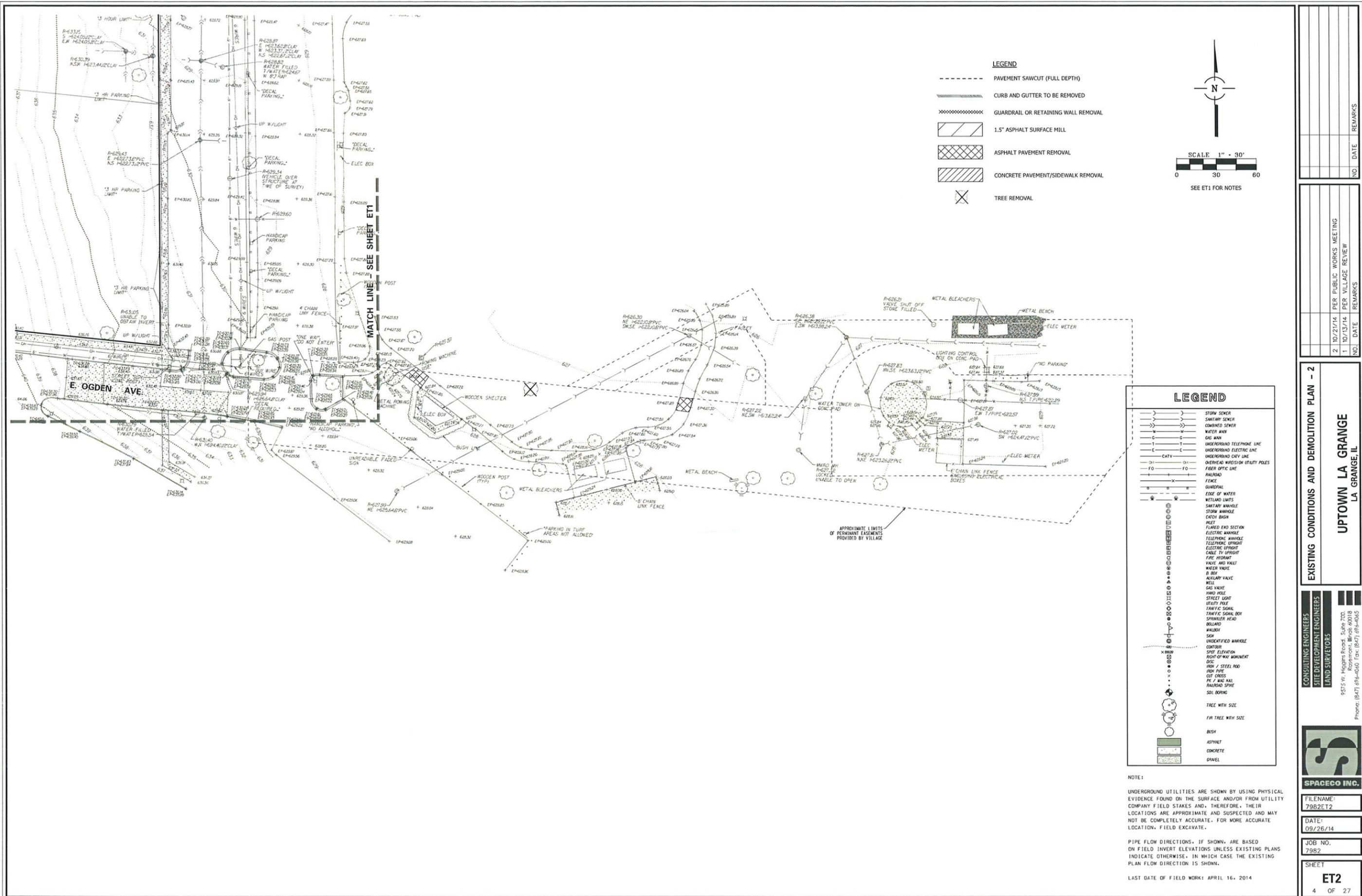
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7982GN01

DATE:
09/26/14

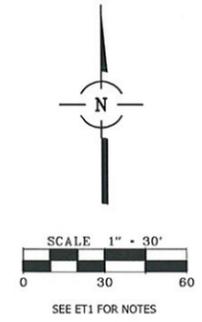
JOB NO.
7982

SHEET
2 OF 27

5-A.64



- LEGEND**
- PAVEMENT SAWCUT (FULL DEPTH)
 - ==== CURB AND GUTTER TO BE REMOVED
 - XXXXXX GUARDRAIL OR RETAINING WALL REMOVAL
 - ▨ 1.5" ASPHALT SURFACE MILL
 - ▩ ASPHALT PAVEMENT REMOVAL
 - ▧ CONCRETE PAVEMENT/SIDEWALK REMOVAL
 - ⊗ TREE REMOVAL



- LEGEND**
- SWAYT SEWER
 - SWAYT SEWER
 - COMBINED SEWER
 - WATER MAIN
 - GAS MAIN
 - UNDERGROUND TELEPHONE LINE
 - UNDERGROUND ELECTRIC LINE
 - UNDERGROUND CAVY LINE
 - OVERHEAD WIRELESS UTILITY POLES
 - FIBER OPTIC LINE
 - RAILROAD
 - FENCE
 - GUARDRAIL
 - EDGE OF WATER
 - WETLAND LIMITS
 - SWAYT MANHOLE
 - STORM MANHOLE
 - CATCH BASIN
 - INLET
 - FLARED END SECTION
 - ELECTRIC MANHOLE
 - TELEPHONE MANHOLE
 - TELEPHONE UPRIGHT
 - ELECTRIC UPRIGHT
 - CABLE TV UPRIGHT
 - FIRE HYDRANT
 - VALVE AND VALVE
 - WATER VALVE
 - B BOX
 - AUXILIARY VALVE
 - WELL
 - GAS VALVE
 - HAND HOLE
 - STREET LIGHT
 - UTILITY POLE
 - TRAFFIC SIGNAL
 - TRAFFIC SIGNAL BOX
 - SPRINKLER HEAD
 - BOLLARD
 - WALLPOST
 - SIGN
 - UNIDENTIFIED MANHOLE
 - CONTOUR
 - SPOT ELEVATION
 - RIGHT-OF-WAY MONUMENT
 - DGC
 - IRON / STEEL ROD
 - IRON PIPE
 - COP CROSS
 - PE / WAC NAIL
 - RAILROAD SPIKE
 - SOIL BORING
 - TREE WITH SIZE
 - FIR 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, THEIR 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

NO.	DATE	REMARKS
2	10/21/14	PER PUBLIC WORKS MEETING
1	10/13/14	PER VILLAGE REVIEW

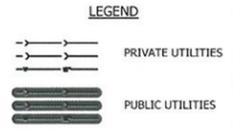
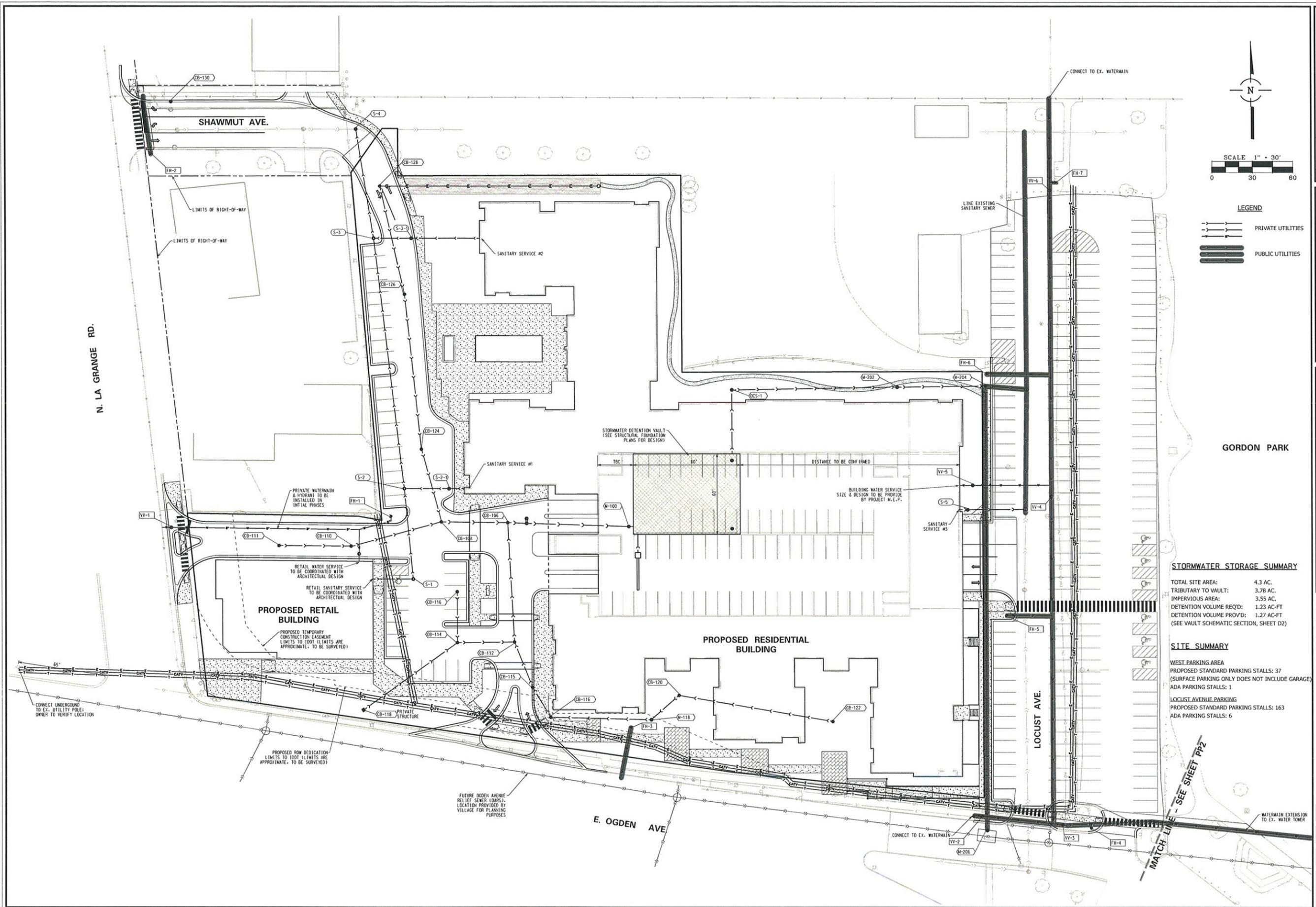
EXISTING CONDITIONS AND DEMOLITION PLAN - 2
UPTOWN LA GRANGE
 LA GRANGE, IL

CONSULTING ENGINEERS
 SITE DEVELOPMENT ENGINEERS
 LAND SURVEYORS
 9515 W. Higgins Road, Suite 700,
 Rosemont, Illinois 60018
 Phone: (847) 694-4040 Fax: (847) 694-4045



FILENAME: 7982E.T2
DATE: 09/26/14
JOB NO. 7982
SHEET ET2
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
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 Rosemont, Illinois 60018
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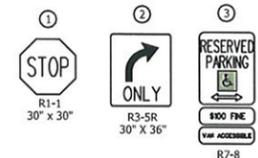
FILENAME:	7982OVSP
DATE:	09/26/14
JOB NO.:	7982
SHEET	OVSP
	5 OF 27

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 66.12 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.

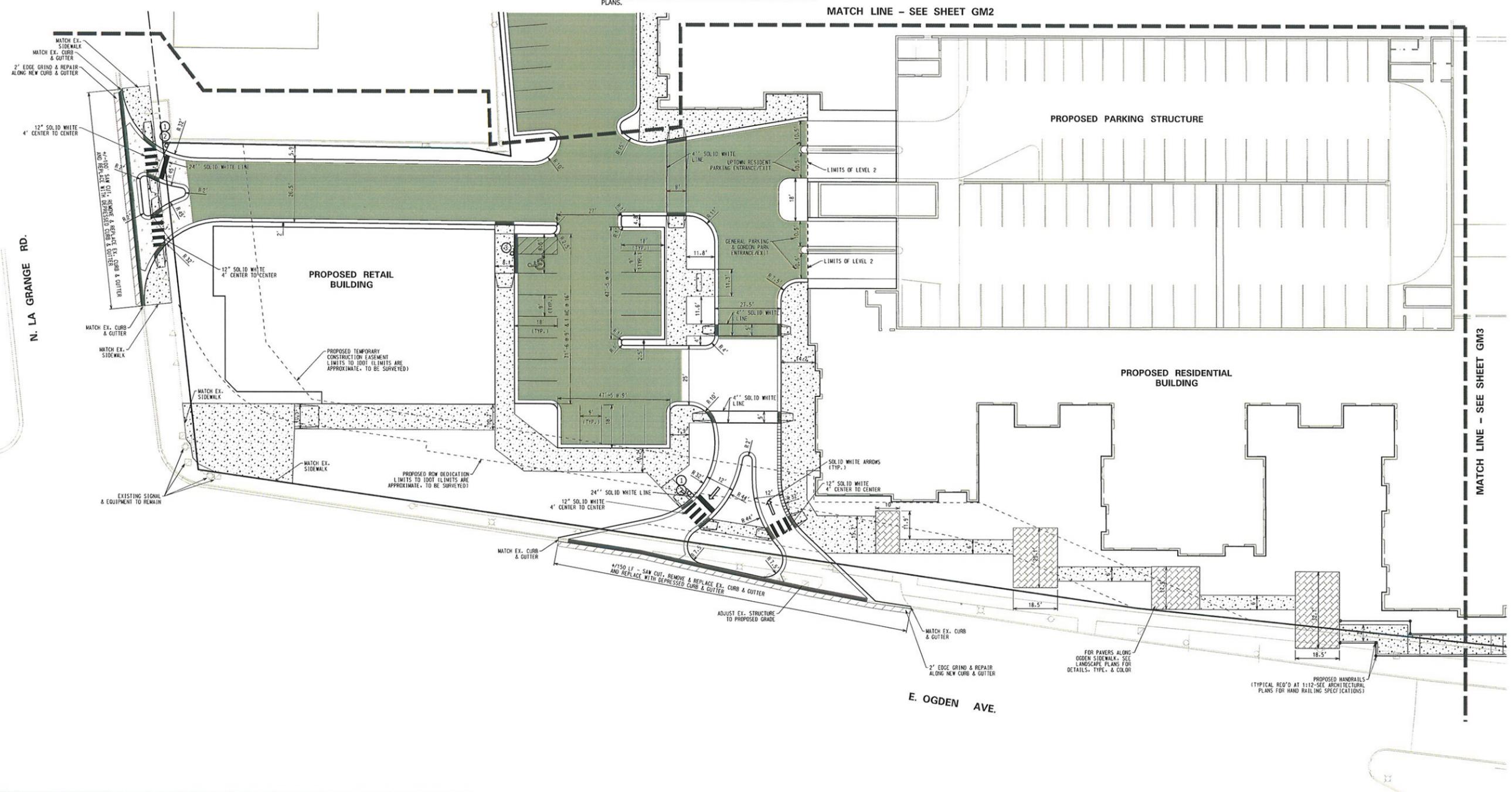
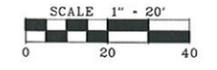
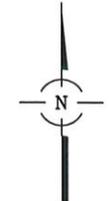
SIGN LEGEND:



NOTE: (1) INDICATES SIGN (1) MOUNTED ABOVE SIGN (2)

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\"/>



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

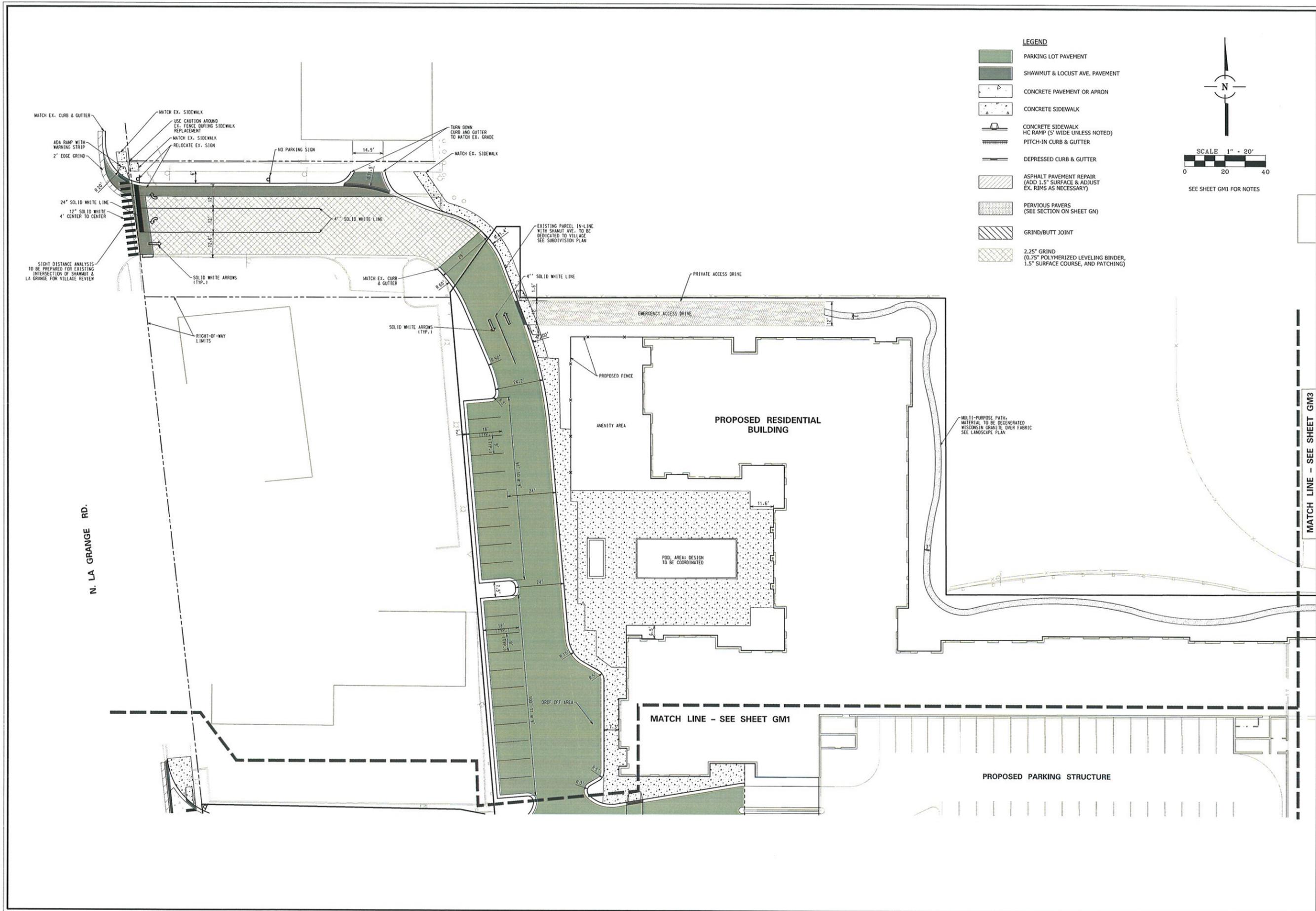
CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-1660 Fax: (847) 696-0665

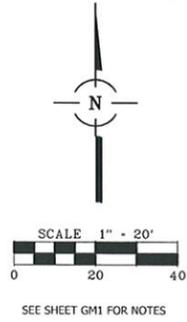


FILENAME: 7982GM01
DATE: 09/26/14
JOB NO. 7982
SHEET GM1 6 OF 27

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

MATCH LINE - SEE SHEET GM3

GEOMETRIC PLAN - 2

UPTOWN LA GRANGE
LA GRANGE, IL

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

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Rosemont, Illinois 60018
Phone: (847) 696-4666 Fax: (847) 696-4665



SPACECO INC.

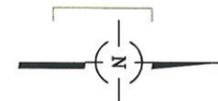
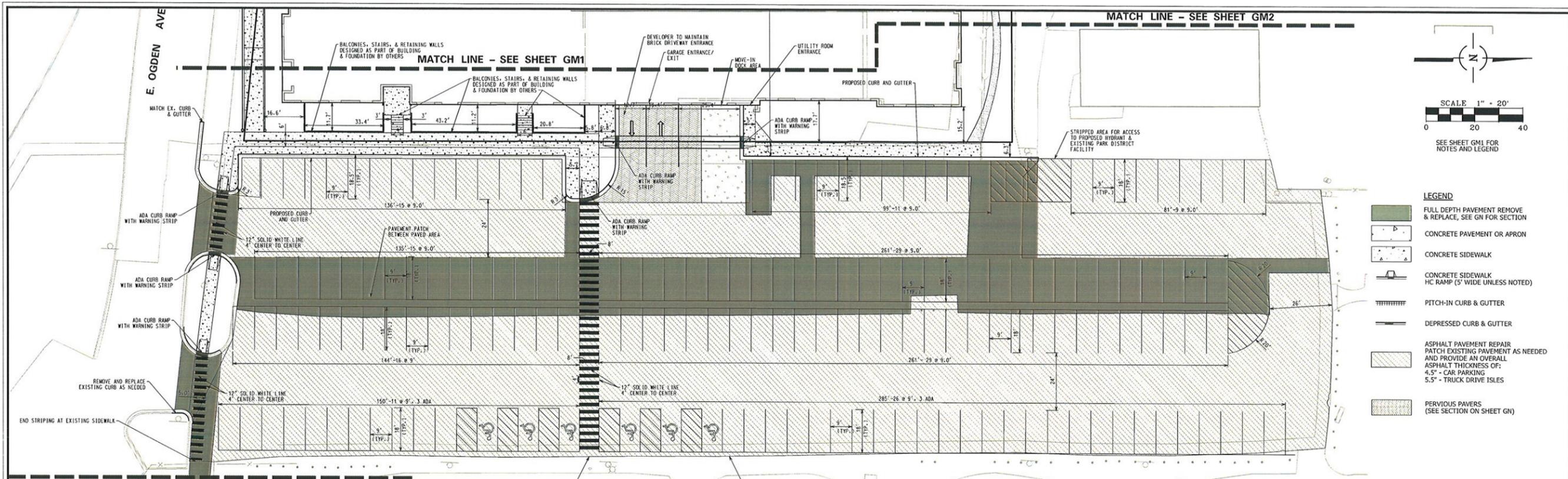
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7982GM02

DATE:
09/26/14

JOB NO.
7982

SHEET
GM2
7 OF 27

5-A.69

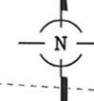
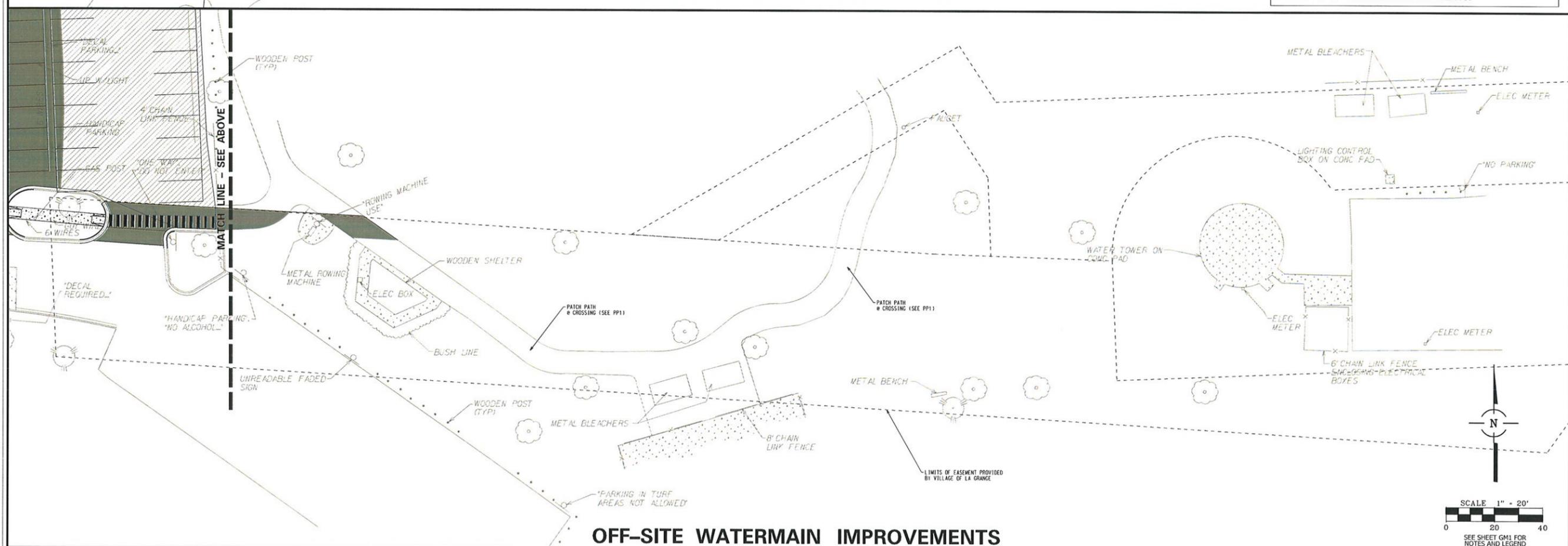


SEE SHEET GM1 FOR NOTES AND LEGEND

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)

ALL EXISTING ON-SITE SIGNAGE 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.



SEE SHEET GM1 FOR NOTES AND LEGEND

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

GEOMETRIC PLAN - 3

UPTOWN LA GRANGE
LA GRANGE, IL

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

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SPACECO INC.

FILENAME:
7982GM03

DATE:
09/26/14

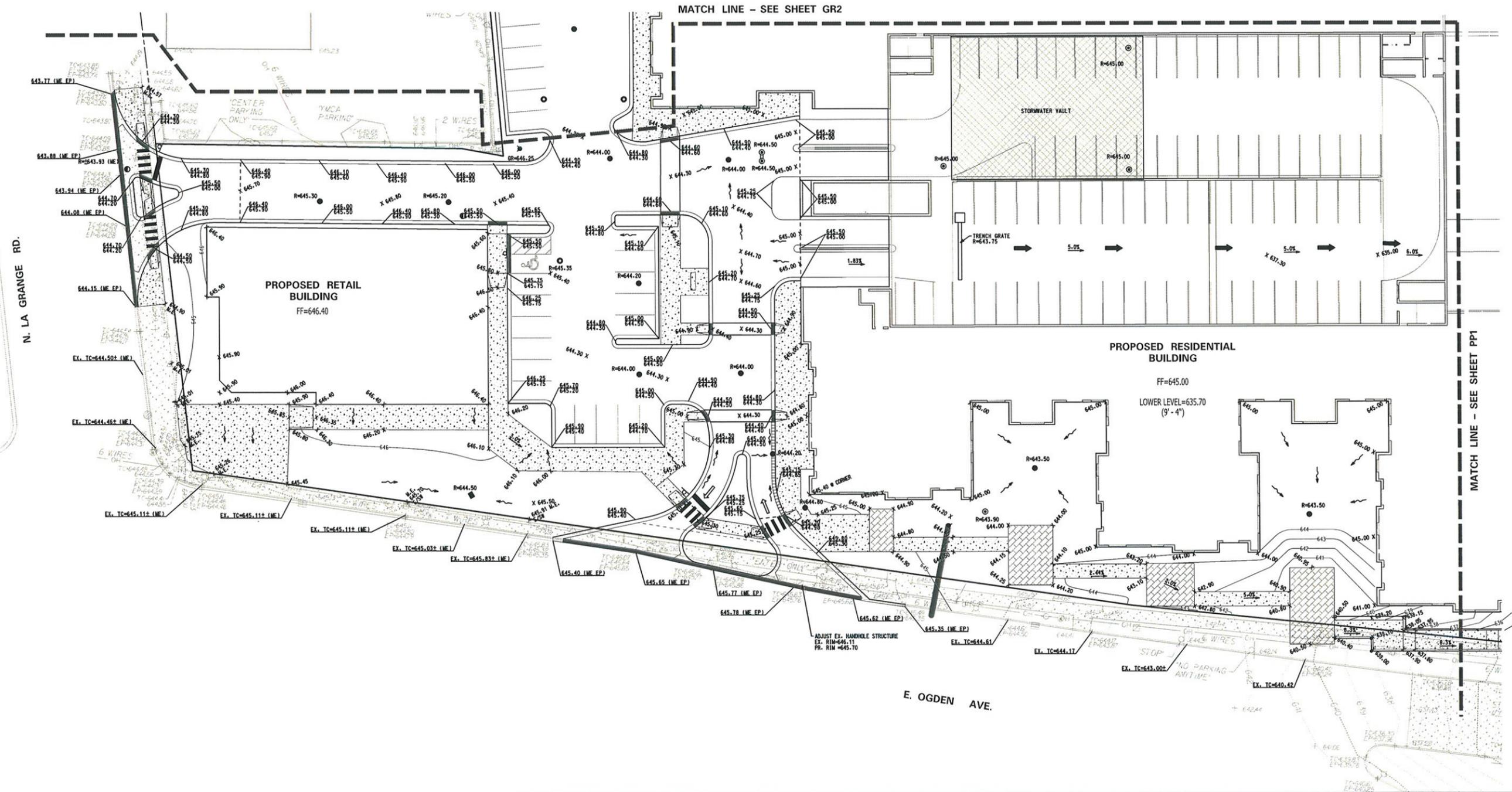
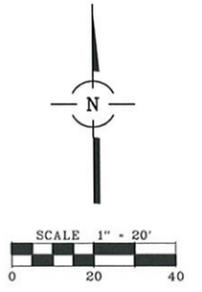
JOB NO.
7982

SHEET
GM3
8 OF 27

5-A.70

- 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 PERVIOUS 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
2	10/21/14	PER PUBLIC WORKS MEETING
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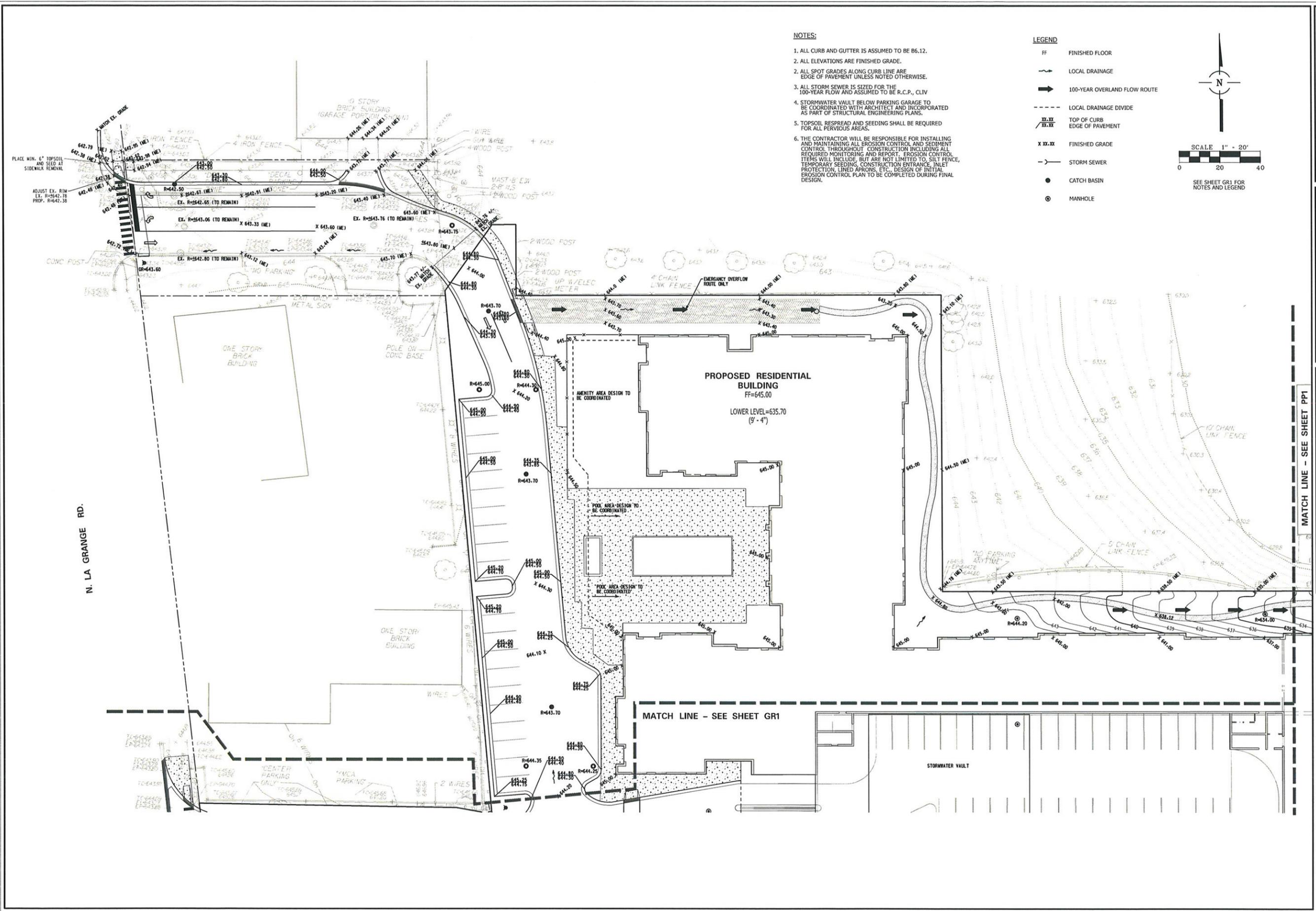
GRADING PLAN - 1
UPTOWN LA GRANGE
 LA GRANGE, IL

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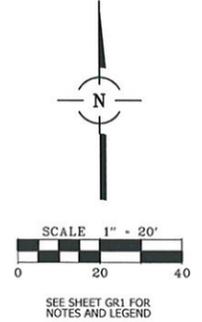
FILENAME: 7982GR01
DATE: 09/26/14
JOB NO. 7982
SHEET GR1
10 OF 27

5-A.72



- NOTES:**
1. ALL CURB AND GUTTER IS ASSUMED TO BE 66.12.
 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 SPREAD AND SEEDING SHALL BE REQUIRED FOR ALL PERVIOUS 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 APPROACH, 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
 - X XX.XX FINISHED GRADE
 - STORM SEWER
 - CATCH BASIN
 - MANHOLE



NO.	DATE	REMARKS
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NO.	DATE	REMARKS
2	10/21/14	PER PUBLIC WORKS MEETING
1	10/13/14	PER VILLAGE REVIEW

GRADING PLAN - 2
UPTOWN LA GRANGE
 LA GRANGE, IL

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SPACECO INC.
 FILENAME:
 7982GR02
 DATE:
 09/26/14
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 7982
 SHEET
GR2
 11 OF 27

5-A.73

SEWER Lining SPECIFICATION
(SEE SHEET - P-1)

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 INSITUFORM LINING PROCESS OR APPROVED SIMILAR INSTALLATION METHOD AS SUBMITTED BY THE CONTRACTOR FOR APPROVAL BY THE ENGINEER. THIS INCLUDES TWO RUNS OF PIPE (87' & 190').

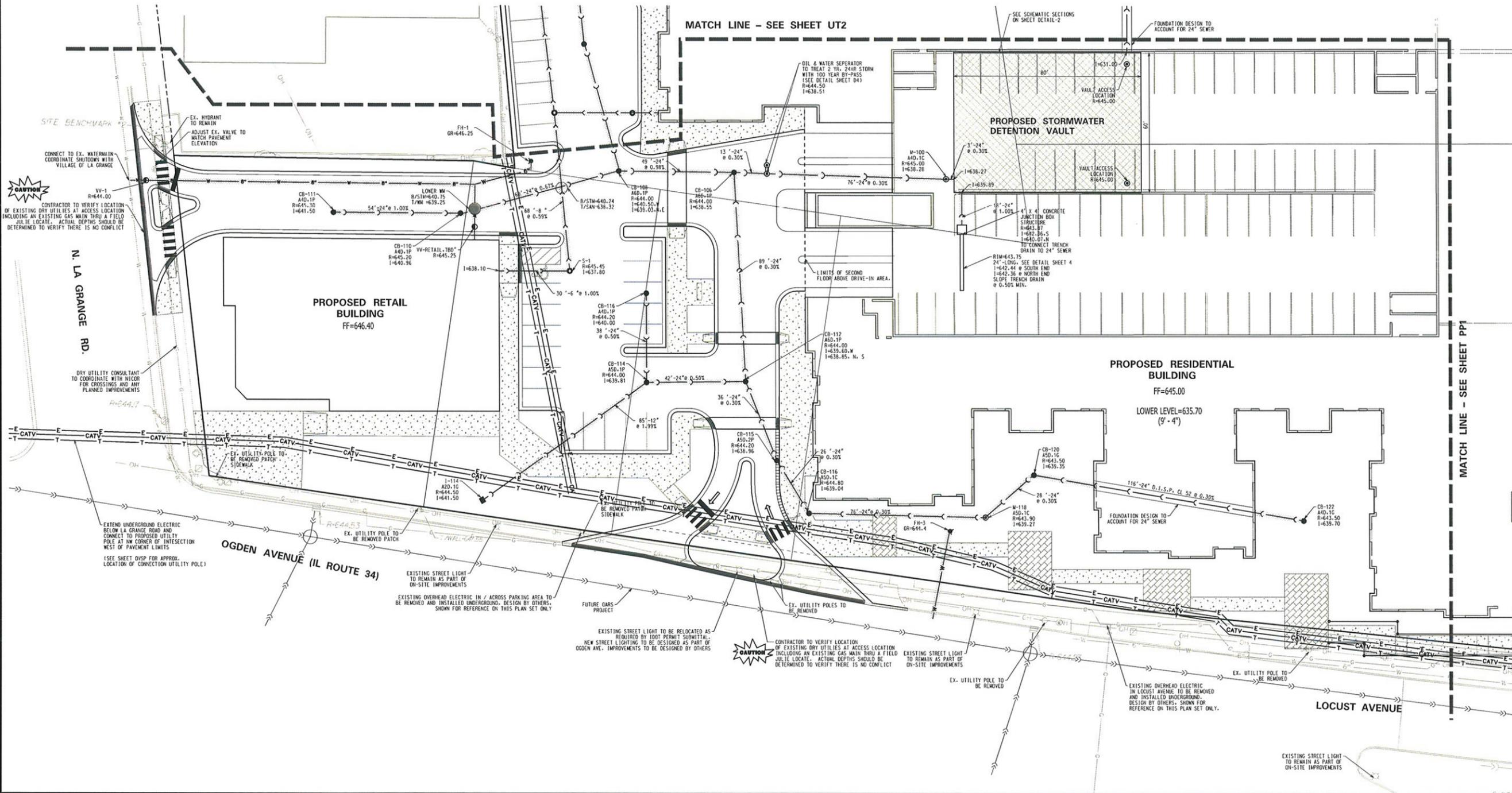
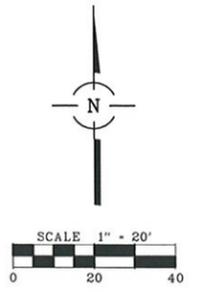
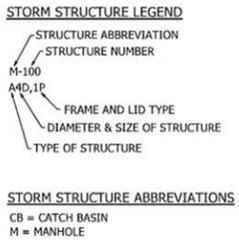
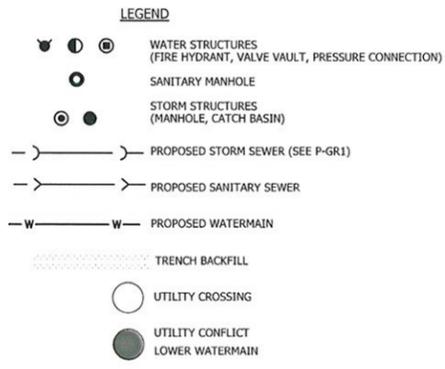
THE LINING SYSTEM SHALL BE DESIGNED TO MEET A MANING COEFFICIENT OF 0.011 AND BE LESS THAN OR EQUAL TO 0.6" THICK. CONTRACTOR TO PROVIDE BUT NOT LIMITED TO: MANUFACTURER'S LICENSE OR CERTIFICATE, MANUFACTURE CERTIFICATIONS FOR MATERIALS, PROPOSED EQUIPMENT AND INSTALLATION PROCEDURES, PRODUCT DATA, SPECIFICATIONS, 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 F1743 (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:**
- ALL STORM SEWERS SHALL BE RCP CL-IV UNLESS NOTED OTHERWISE. ALL STORM SEWER HAS BEEN DESIGNED FOR 100 YEAR STORM EVENT.
 - ALL SANITARY SEWERS SHALL BE PVC SDR 26 UNLESS NOTED OTHERWISE.
 - 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.
 - ALL RESTRAINED WATER MAIN JOINTS SHALL BE U.S. PIPE "FIELD LOK" GASKET OR APPROVED EQUAL.
 - FRAME AND GRATE/LID FOR STORM SEWER STRUCTURES 1C - MH-NEENAH R-1712 FRAME W/TYPE "B" CLOSED LID 1P - INLET, CB-NEENAH R-2504 W/TYPE "D" GRATE 2P - NEENAH R-3281-A COMBO INL. FRAME, GRATE, CURB BOX 1G - NEENAH R-4340-B BEEHIVE GRATE FOR GRASS AREAS
 - 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 CROSSING.
 - ALL PROPOSED STORM SEWER CROSSINGS OVER EXISTING WATERMAINS TO INSTALL CASING PIPE ON WATERMAIN FOR AT LEAST TEN-FEET (10') ON BOTH SIDES OF THE EXISTING WATERMAIN.

- 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.
- 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.
- ALL FENCING SHOWN ON THE PLANS IS FOR LOCATION AND REFERENCE ONLY. FENCE TYPE AND CONSTRUCTION SPECIFICATIONS ARE BY OTHERS.
- SEE MEP PLANS FOR ALL REQUIRED IMPROVEMENTS TO THE PUMP ROOM AND INTERNAL FIRE PROTECTION PREPARED BY OTHERS. SERVICE LOCATIONS ARE APPROXIMATE AND SHOWN TO BE VERIFIED WITH THE MEP DRAWINGS PRIOR TO CONSTRUCTION.
- DESIGN OF PROPOSED LIGHT POLE TYPES, LOCATIONS, WIRING, AND CIRCUITRY OF LIGHTING WILL BE BY OTHERS.
- 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
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LAND SURVEYORS

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SPACECO INC.

FILENAME:
7982UT01

DATE:
09/26/14

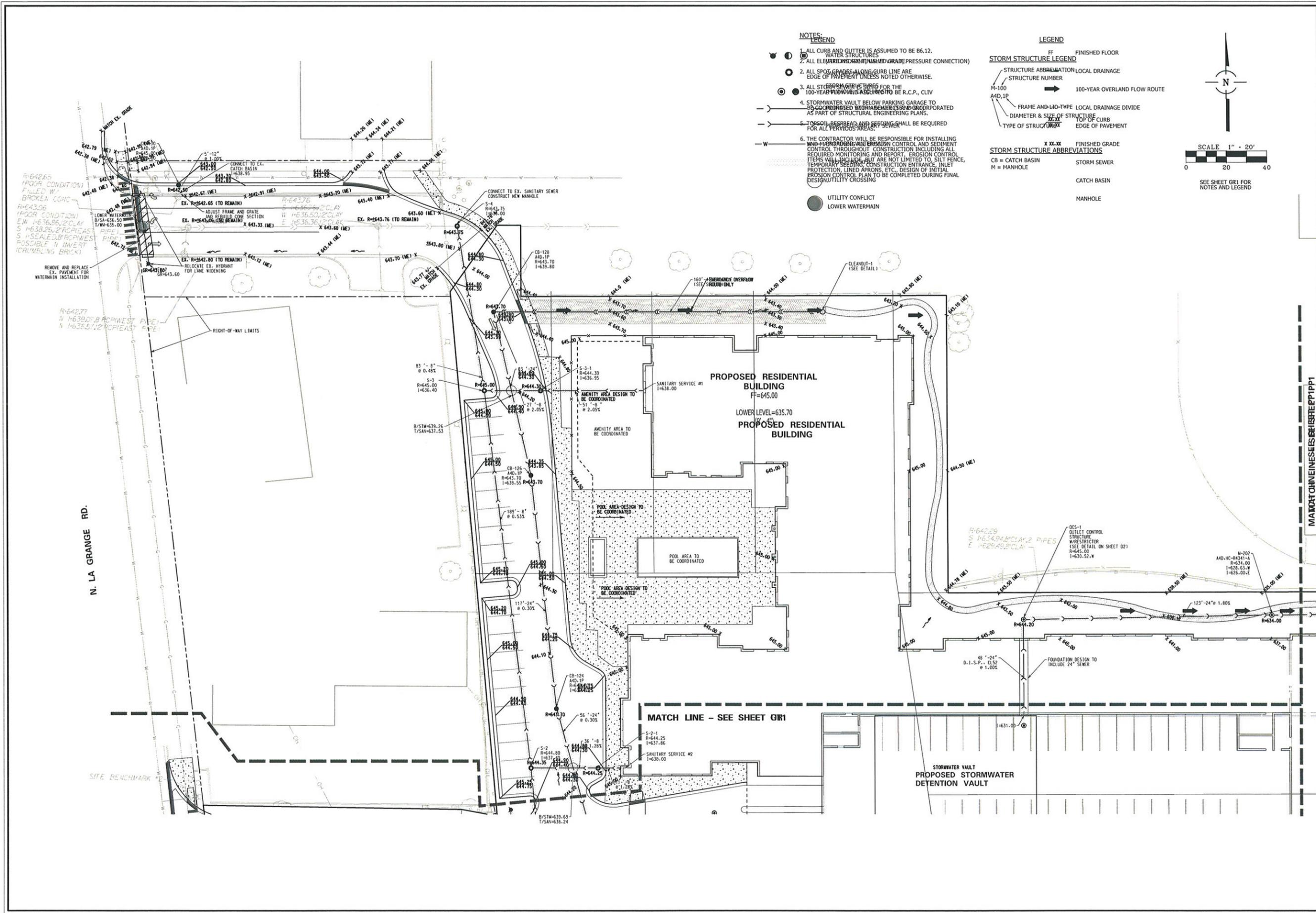
JOB NO.
7982

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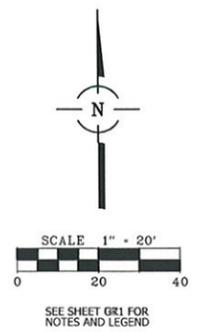
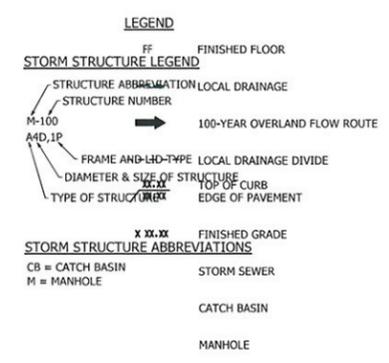
12 OF 27

NO.	DATE	REMARKS
2	10/21/14	PER PUBLIC WORKS MEETING
1	10/13/14	PER VILLAGE REVIEW

5-A.74



- NOTES:**
1. ALL CURB AND GUTTER IS ASSUMED TO BE B6.12.
 2. ALL ELEVATIONS ARE UNLESS NOTED OTHERWISE.
 3. ALL STORMWATER STRUCTURES FOR THE 100-YEAR FLOW ROUTE SHALL BE R.C.P., CLIV
 4. STORMWATER VAULT BELOW PARKING GARAGE TO BE CONSTRUCTED WITH REINFORCED CONCRETE OR INCORPORATED AS PART OF STRUCTURAL ENGINEERING PLANS.
 5. TOPSOIL, RESURFACING AND SEEDING SHALL BE REQUIRED FOR ALL PAVED AREAS.
 6. 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 APPROX., ETC. DESIGN OF INITIAL EROSION CONTROL PLAN TO BE COMPLETED DURING FINAL DESIGN/UTILITY CROSSING.



NO.	DATE	REMARKS
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NO.	DATE	REMARKS
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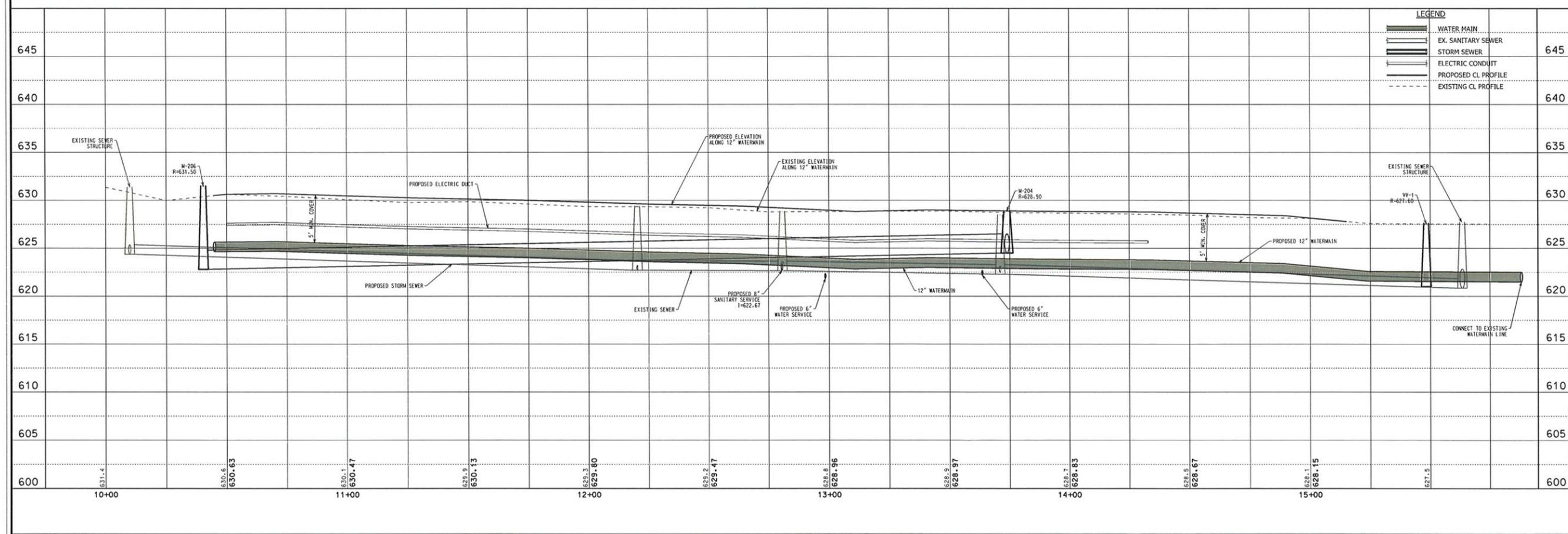
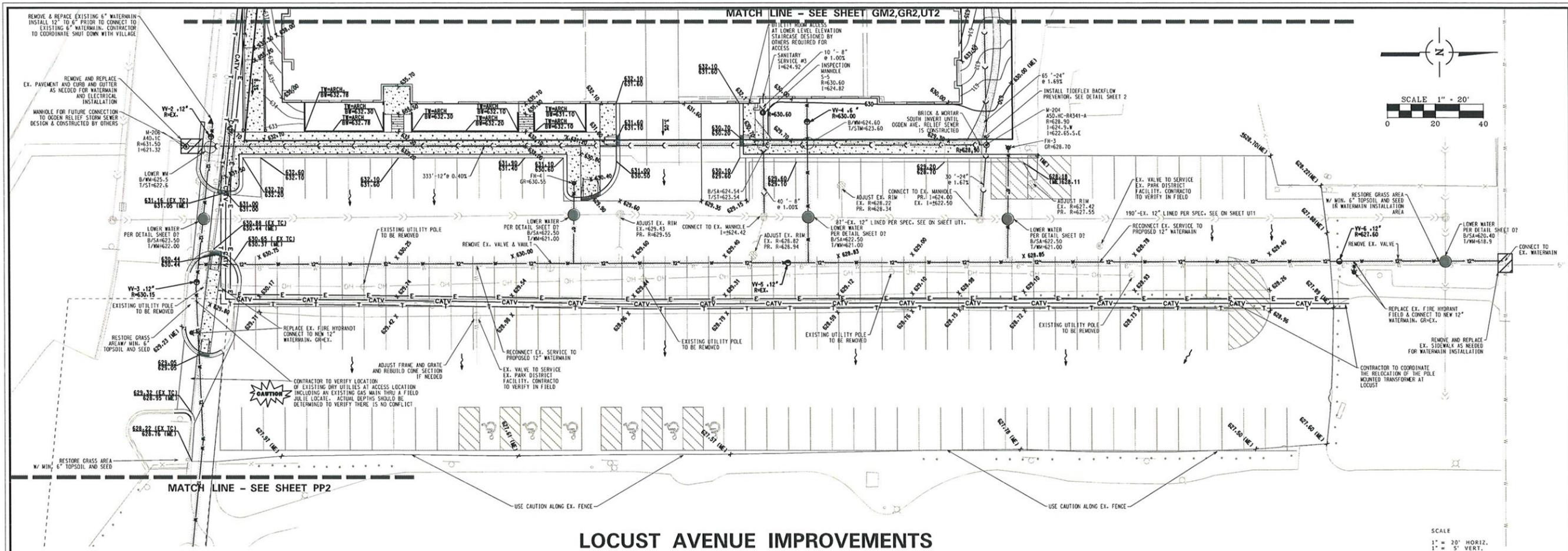
MAJOR CHANGES: SEE SHEET GR1
 GIRDING PLAN --22
UPTOWN LA GRANGE
 LA GRANGE, IL

CONSULTING ENGINEERS
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FILE NAME: 7982GR02
DATE: 09/26/14
JOB NO. 7982
SHEET GR2
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5-A.75



NO.	DATE	REMARKS
2	10/21/14	PER PUBLIC WORKS MEETING
1	10/13/14	PER VILLAGE REVIEW

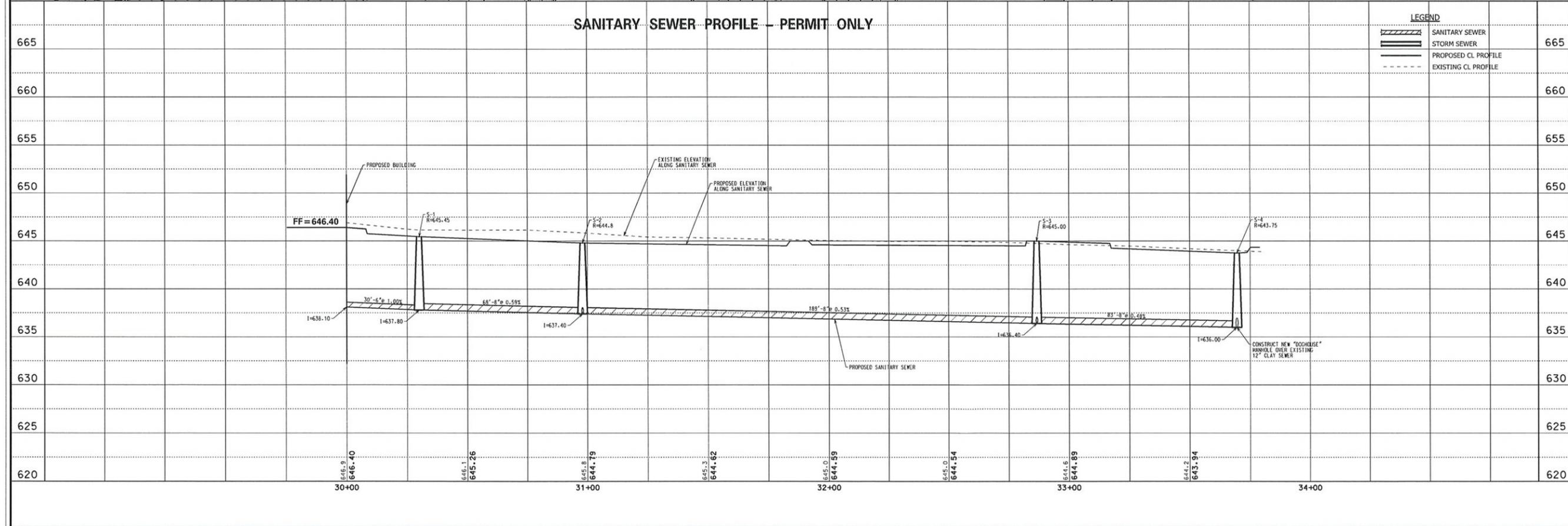
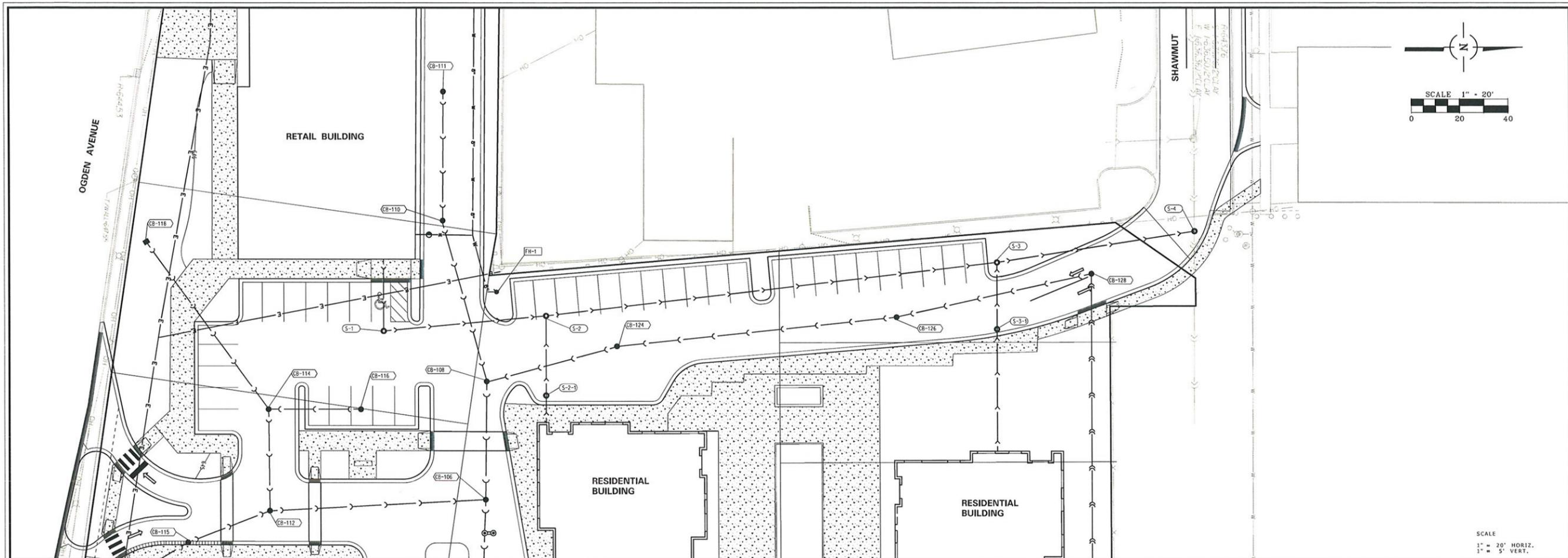
PLAN AND PROFILE - 1	
UPTOWN LA GRANGE	
LA GRANGE, IL	

CONSULTING ENGINEERS	
SITE DEVELOPMENT ENGINEERS LAND SURVEYORS	

9525 W. Higgins Road, Suite 700,
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FILENAME:	7982PP01
DATE:	09/26/14
JOB NO.:	7982
SHEET	PP1
14 OF 27	

5-A.76



PLAN AND PROFILE - 3 UPTOWN LA GRANGE LA GRANGE, IL	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;"> CONSULTING ENGINEERS SITE DEVELOPMENT ENGINEERS LAND SURVEYORS </td> <td style="width: 50%; text-align: center;"> SPACECO INC. </td> </tr> <tr> <td colspan="2" style="font-size: small;"> 9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018 Phone: (847) 696-4060 Fax: (847) 696-4065 </td> </tr> <tr> <td> FILENAME: 7982PP03 </td> <td> DATE: 09/26/14 </td> </tr> <tr> <td> JOB NO. 7982 </td> <td> SHEET PP3 </td> </tr> <tr> <td colspan="2" style="text-align: center;"> 16 OF 27 </td> </tr> </table>	CONSULTING ENGINEERS SITE DEVELOPMENT ENGINEERS LAND SURVEYORS	 SPACECO INC.	9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018 Phone: (847) 696-4060 Fax: (847) 696-4065		FILENAME: 7982PP03	DATE: 09/26/14	JOB NO. 7982	SHEET PP3	16 OF 27	
CONSULTING ENGINEERS SITE DEVELOPMENT ENGINEERS LAND SURVEYORS	 SPACECO INC.										
9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018 Phone: (847) 696-4060 Fax: (847) 696-4065											
FILENAME: 7982PP03	DATE: 09/26/14										
JOB NO. 7982	SHEET PP3										
16 OF 27											
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2 10/27/14 PER PUBLIC WORKS MEETING 1 10/13/14 PER VILLAGE REVIEW	NO. DATE REMARKS										

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). The SWPPP, including the SESC Plan, should be amended whenever there is a change in design, construction, operation, or maintenance, which has a significant effect on the potential for the discharge of pollutants to the Waters of the State and which has not otherwise been addressed in the SWPPP. The SWPPP shall also be amended if it proves to be ineffective in eliminating or significantly minimizing pollutants, or in otherwise achieving the general objectives of controlling pollutants in storm water discharges associated with construction site activities. In addition, the SWPPP shall be amended to identify any new contractor and/or subcontractor that will implement a measure of the SWPPP.

1. SITE DESCRIPTION

A. The following is a description of the nature of the construction activities:
Permit for Construction with Utilities and Utility Relocation with Utility.

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
- 2) Selective vegetation removal for silt fence installation
- 3) Silt fence installation
- 4) Construction fencing around areas not to be disturbed
- 5) Stabilized construction entrance
- 6) Clear and grub (as necessary)
- 7) Construct sediment trapping devices (sediment traps, sediment basins, etc.)
- 8) Construct detention facilities and outlet control structure with restrictor & temporary perforated riser
- 9) Strip topsoil, stockpile topsoil and grade site
- 10) Temporarily stabilize topsoil stockpiles (seed and silt fence around toe of slope)
- 11) Install storm sewer, sanitary sewer, watermain and associated inlet & outlet protection
- 12) Permanently stabilize detention basins with seed and erosion control blanket
- 13) Temporarily stabilize oil areas including lots that have received mass grade
- 14) Install roadways
- 15) Permanently stabilize all outlet areas
- 16) Install buildings and grade individual lots
- 17) Permanently stabilize lot
- 18) Remove all temporary soil erosion and sediment control measures after the site is stabilized with vegetation

C. The site has a total acreage of approximately 4.30 acres. Construction activity will disturb approximately 4.30 acres of the site.

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 012, 013 for a site plan indicating:
 1) drainage patterns
 2) approximate slopes anticipated before and after major grading activities
 3) locations where vehicles enter or exit the site and controls to minimize off-site sediment tracking
 4) areas of soil disturbance
 5) the location of major structural and nonstructural controls
 6) the location of areas where stabilization practices are expected to occur
 7) surface waters (including wetlands), and
 8) locations where storm water is discharged to a surface water.

F. 1) The name of the receiving water(s) is/are: VILLAGE OF LA GRANGE SEWER
 2) The name of the ultimate receiving water is: THE ILLINOIS RIVER
 3) The extent of wetland coverage of the site is 0.00 acres.

G. Potential sources of pollution associated with this construction activity may include:
 - sediment from disturbed soils
 - portable sanitary stations
 - fuel tanks
 - staging areas
 - waste containers
 - chemical storage areas
 - 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, the contractor(s) or subcontractor(s) that will implement the measure should be identified. All contractors and subcontractors that are identified should be required to sign a copy of the certification statement from Part IV.F. of the ILR10 Permit in accordance with Part VI.G. - Signatory Requirements, of the ILR10 Permit. All signed certification statements should be maintained in the SWPPP.

A. Approved State or Local Plans

The management 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 (USDA) manuals, 2002. Requirements specified in sediment and erosion control site plans or site permits or storm water management site plans or site permits approved by the IEPA and the USDA that are applicable to protecting surface water resources are, upon submission of a Notice of Intent (NOI) to be authorized to discharge under the ILR10 permit, incorporated by reference and are enforceable under the ILR10 permit even if they are not specifically included in a SWPPP required under the ILR10 permit. This provision does not apply to provisions of master plans, comprehensive plans, non-enforceable guidelines or technical guidance documents that are not identified in a specific plan or permit that is issued for the construction site.

The soil erosion and sediment control measures for this site should meet the requirements of the following agencies:
 - Village of La Grange
 - MWRDC
 - IEPA

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 (excluding soil disturbance necessary to install the controls), including denaturation activities. Perimeter controls, including the silt fence, should be actively maintained until final stabilization of those portions of the site upward of the perimeter control. Stabilized construction entrances and sediment traps should be installed as described in the intended sequence of construction activities. The contractor is responsible for the adequate protection (including sediment control) of existing sewers and sewer structures during construction operations. As necessary, the appropriate sediment control measure should be installed prior to land disturbing activities.

Stabilization measures should be initiated where construction activities have temporarily or permanently ceased, in accordance with local and state requirements as described below. Once construction activity in an area has permanently ceased, that area should be permanently stabilized. Temporary perimeter controls should be removed after final stabilization of those portions of the site upward of the perimeter control.

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. All temporary sediment and erosion control measures should be repaired or replaced as soon as practicable to maintain NPDES compliance. Permittee or an authorized agent is responsible for inspecting all sediment and erosion control measures at a minimum of every 7 calendar days and within 24 hours of the end of a 0.5-inch (or greater) rain event, or snowfall equivalent.

Unless otherwise indicated, all vegetative and structural erosion and sediment control practices should be installed to the Standard Practice. The contractor is responsible for the installation of any additional erosion and sediment control measures necessary to minimize erosion and sedimentation as determined by the Engineer or Primary Contact.

- 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. This SESC Plan includes site-specific soil erosion and sediment control measures. Additional erosion controls should be implemented as necessary, as determined by the Engineer or Primary Contact.

The following temporary and permanent stabilization practices, of a minimum, are proposed:

- Temporary Seeding
- Permanent Seeding
- Erosion Control Blanket

Site-specific scheduling of the implementation of these practices is included in the Soil Protection Chart. A record of the dates when major grading activities occur, when construction activities cease on a portion of the site, and when stabilization measures are initiated should be included in the SWPPP.

Except as provided in paragraphs (a) and (b) below, stabilization measures shall be initiated as soon as practicable on portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity on that portion of the site has temporarily or permanently ceased.

- (a) Where the initiation of stabilization measures by the 7th day after construction activity temporarily or permanently ceased is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.
- (b) Where construction activity will resume on a portion of the site within 14 days from when activities ceased (e.g., the total time period that construction activity is temporarily ceased is less than 14 days) then stabilization measures do not have to be initiated on that portion of site by the 7th day after construction activity temporarily ceased.

- 2) Structural Practices - Provided below is a description of structural practices that should be implemented, to the degree attainable to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Structural practices should be placed on upland soils to the degree practicable. The installation of the following devices may be subject to Section 404 of the Clean Water Act:
 - 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. The installation of these devices may be subject to Section 404 of the Clean Water Act.

- 1) The practices selected for implementation were determined on the basis of technical guidance contained in IEPA's Illinois Urban Manual, Federal, State, and/or Local Regulations. The storm water management measures include:
 - storm sewers/vaults
- 2) Velocity dissipation devices, such as rip-rap aprons at flared end sections or level spreaders, shall be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a watercourse so that the natural, physical, and biological characteristics and functions are maintained and protected (e.g., maintenance of hydrologic conditions, such as the hyporheal and hydrogeomorphics present prior to the initiation of construction activities).

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. The contractor is responsible to acquire the permit required for such disposal. Burning on site will not be permitted. No solid materials, including building materials, shall be discharged to Waters of the State, except as authorized by a Section 404 permit. All waste materials should be collected and stored in approved receptacles. No waste should be placed in any location other than in the approved containers appropriate for the materials being discarded. There should be no liquid wastes deposited into dumpsters or other containers which may leak. Receptacles with deficiencies should be replaced as soon as possible and the appropriate clean-up procedure should be placed, if necessary, construction waste material is not to be buried on site. Waste disposal should comply with all local, state, and federal regulations.

On-site hazardous material storage should be minimized and stored in labeled, separate receptacles from non-hazardous waste. All hazardous waste should be disposed of in the manner specified by local or state regulation or by the manufacturer.

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. When practicable, a sign should be posted at each location to identify the washout. To the extent practicable, concrete washout areas should be located a reasonable distance from a storm water drainage inlet or watercourse, and should be located at least 10 feet behind the curb, if the washout area is adjacent to a paved road. A stabilized entrance that meets Illinois Urban Manual standards should be installed at each washout area.

The containment facilities should be of sufficient volume to completely contain all liquid and concrete waste materials including enough capacity for anticipated levels of rainwater. The dried concrete waste material should be picked up and disposed of properly when 75% capacity is reached. Hardened concrete can be properly recycled and used again on site as approved by the Engineer or authorized off site to an appropriate landfill.

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. Waste generated from concrete cutting should be cleaned-up and disposed into the concrete washout facility as described above.

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 waterway or storm drain. Controls should be installed to minimize the potential of runoff from the storage area(s) from reaching storm drains or water courses. Vehicle maintenance (including both routine maintenance as well as engine repairs) should be made within a designated area(s) to prevent the migration of mechanical fluids (oil, antifreeze, etc.) into watercourses, wetlands or storm drains. Dip pans or absorbent pads should be used for all vehicle and equipment maintenance activities that involve greases, oils, solvents, or other vehicle fluids. Construction vehicles should be inspected frequently to identify any leaks. Leaks should be repaired immediately or the vehicle should be removed from site. Disposal of all used oil, antifreeze, solvents and other vehicle-related chemicals in accordance with United States Environmental Protection Agency (USEPA) and IEPA regulations and per Material Safety Data Sheet (MSDS) and/or manufacturer instructions. Contractors should immediately report spills to the Primary Contact.

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. An on-site area should be designated for material delivery and storage. All materials kept on site should be stored in their original containers with legible labels, and if possible, under a roof or other enclosure. Labels should be replaced if damaged or difficult to read. Burned-out storage areas are an acceptable control measure to prevent contamination of storm water. MSDS should be available for referencing clean-up procedures. Any release of chemicals/containers should be immediately cleaned up and disposed of properly. Contractors should immediately report all spills to the Primary Contact, who should notify the appropriate agencies, if needed.

To reduce the risks associated with hazardous materials on site, hazardous products should be kept in original containers unless they are not re-usable. The original labels and MSDS should be retained on site. Hazardous materials should be stored in accordance with manufacturer or MSDS specifications. When disposing of hazardous materials, follow manufacturer or Local and State recommended methods.

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.
- Products should be kept in their original containers with the original manufacturer's label.
- Substances should not be mixed with one another unless recommended by the manufacturer.
- Operations should be observed as necessary to ensure proper use and disposal of materials on site.
- Whenever possible, all of a product should be used up before disposing of the container.
- Manufacturer's recommendations for proper use and disposal should be followed.

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, Waters of the State, or storm water structures and should be anchored to the ground to prevent from tipping over. Portable sanitary stations located on impervious surfaces should be placed on top of a secondary containment device, or be surrounded by a control device (e.g., gravel bog berm). The contractor should not create or allow temporary conditions. Sanitary waste should be disposed of in accordance with applicable State and/or Local regulations.

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 materials. Materials and equipment necessary for spill clean-up should be kept in the material storage area on site. Equipment and materials should include, but are not limited to brooms, dust pans, rags, gloves, goggles, kitty litter, sand, sudsant and plastic and/or metal trash containers specifically for this purpose.

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. If a spill occurs, notify the Primary Contact immediately. The construction site should have the capacity to contain, contain, and remove spills, if they occur. Spills should be cleaned up immediately (after discovery) in accordance with MSDS and should not be buried on site or washed into storm sewer drainage inlets, drainage ways, or Waters of the State.

Spills in excess of Federal Reportable Quantities (as established under 40 CFR Parts 110, 117, or 302), should be reported to the National Response Center by calling 1800 424-8802. MSDS often include information on Federal Reportable Quantities for materials. Spills of toxic or hazardous materials should be reported to the appropriate State or Local government agency, as required. When cleaning up a spill, the area should be kept well ventilated and appropriate personal protective equipment should be used to minimize injury from contact with a hazardous substance.

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.
- Contractors should follow the manufacturer's recommendations for proper use, storage, and disposal of materials. Excess materials should be disposed of according to the manufacturer's instructions or State and Local regulations, and should not be discharged to the storm sewer or waterbody.

L. De-Watering Operations

During de-watering/pumping operations, only uncontaminated water should be allowed to discharge to protected natural areas, Waters of the State, or to a storm sewer system in accordance with local permits. Inlet hoses should be placed in a stabilized sump pit or floated on the surface of the water in order to limit the amount of sediment intake. Pumping operations may be subject to a high-velocity erosion control device (e.g., sump, sediment filter bag, or both). Adequate erosion controls should be used during de-watering operations as necessary. Stabilization measures should be installed at the outlet area at the discretion of the Primary Contact or Engineer.

M. Off-Site Vehicle Tracking

The site should have one or more stabilized construction entrances in conformance with the Plan details. Stabilized construction entrances should be installed to help reduce vehicle tracking of sediments. Streets should be swept as needed to reduce excess sediment, dirt, or storm tracked from the site. Maintenance may include top dressing the stabilized entrance with additional stone and removing top layers of stone and sediment, as needed. Vehicles hauling erodible material to or from the construction site should be covered with a tarp.

N. Topsoil Stockpile Management

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. Topsoil stockpiles should not be located in the 100-year floodplain or designated buffer protecting Waters of the State. During construction of the project, soil stockpiles should be stabilized or protected with sediment trapping structures. Perimeter controls, such as silt fence, should be placed around the stockpile immediately. Stabilization of the stockpile should be completed if the stockpile is to remain undisturbed for longer than thirty days.

O. Dust Control

Dust control should be implemented on site as necessary. Repetitive treatment should be applied as needed to accomplish control when temporary dust control measures are used. A water truck should be present on site (or available for sprinkling/irrigation) to limit the amount of dust leaving the site. Watering should be applied daily (or more frequently) to be effective. Caution should be used not to over-water, as that may cause erosion.

If field observations indicate that additional protection from wind erosion (in addition to, or in place of watering) is necessary, alternative dust suppression controls should be implemented at the discretion and approval of the Engineer and/or Primary Contact.

Street cleaning should also be used as necessary to control dust. Paved areas that have soil on them from the construction site should be cleaned as needed, utilizing a street sweeper or bucket-type endloader or scraper at the direction of the Engineer and/or Primary Contact.

3. MAINTENANCE

Maintenance of the controls incorporated into this project should be performed as needed to assure their continued effectiveness. This includes prompt and effective repair and/or replacement of deficient control measures. The following is a description of the procedures that should be used to maintain, in good and effective operating condition, erosion and sediment control measures and other protective measures identified in the SESC Plan and Standard Specifications.

Dust control: When temporary dust control measures are used, repetitive treatment should be applied as needed to accomplish control.

Sediment filter bags: Sediment filter bags should be installed on pump outlet hoses that discharge off site or to sensitive on-site areas, and should be placed in an area that allows for the bag to be removed without producing a sediment discharge. The bags should be inspected frequently and repaired or replaced as needed.

Silt fence: Silt fences should be inspected regularly for undercutting where the fence meets the ground, overtopping and tears along the length of the fence. Deficiencies should be repaired immediately. Remove accumulated sediments from the fence base when the sediment reaches one-half the fence height. During final stabilization, promptly dispose of any sediment that has accumulated on the silt fence. Alternative sediment control measures should be considered for areas where silt fence continually fails.

Stabilized construction entrances: The stabilized construction entrances should be maintained to prevent tracking of sediment onto public streets. Maintenance includes dressing with additional stone and removing top layers of stone and sediment. The sediment tracked onto the public right-of-way should be removed immediately.

Temporary sediment traps: Temporary sediment traps should be inspected after each period of significant rainfall. Remove sediment and restore the trap to its original dimensions when the sediment has accumulated to one-half the design depth of the permanent pool. Place the sediment that is removed in a designated disposal area. Check the structure for damage from erosion or piping. After all sediment-producing areas have been permanently stabilized, remove the structure and all unstable sediment. Grade the area to blend with the adjoining areas and stabilize properly.

4. INSPECTIONS

The Permittee (or their authorized representative) will be responsible for conducting site inspections in compliance with the ILR10 NPDES Permit. After each inspection, a report should be prepared by the qualified personnel who performed the inspection. The inspection report should be maintained on site as part of the SWPPP.

Inspections should be conducted at least once every seven calendar days and within 24 hours of the end of a storm event that is 0.5 inches or greater, or equivalent snowfall.

Each inspection should include the following components:

- A. Disturbed areas and areas used for the storage of materials that are exposed to precipitation should be inspected for evidence of, or the potential for, pollutants entering the drainage system. The erosion and sediment control measures identified in the SWPPP should be observed to ensure that they have been installed and are operating correctly. Where discharge points are accessible, they should be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to the receiving waters. Locations where vehicles enter or exit the site should be inspected for off-site sediment tracking. All pumping operations and other potential non-storm water discharge sources should also be inspected.
- 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. The modifications, if any, shall provide for timely implementation of any changes to the SWPPP within 7 calendar days following 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, and actions taken in accordance with paragraph B, above should be made and retained as part of the SWPPP for at least three years from the date the permit coverage expires or is terminated. The report shall be signed in accordance with Part VI.G. (Signatory Requirements) of the ILR10 NPDES Permit.
- D. The Permittee shall notify the appropriate agency field operations section office by e-mail at: agp@ecology.state.il.gov, 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 conducted or for violation of any condition of this permit. The Permittee should complete and submit within 5 days an "Incidence of Non-Compliance" (IONC) report for any violation of the SWPPP observed during an inspection conducted, including those not required by the SWPPP. Submission should be on forms provided by IEPA and include specific information on the cause of non-compliance, actions which were taken to prevent any further causes of non-compliance, and a statement detailing any environmental impact, which may have resulted from the non-compliance.
- E. All reports of non-compliance shall be signed by a responsible authority as defined in Part VI.G. (Signatory 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 19216
 Springfield, Illinois 62794-9216

5. NON-STORM WATER DISCHARGES

Except for flows 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;
- Pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless spilled materials have been removed and where detergents are not used);
- Irrigation discharges;
- Uncontaminated ground waters; and
- Foundation or footing drains where flows are not contaminated with process materials such as solvents;
- Landscape irrigation drainages;
- uncontaminated air conditioning condensate.

Pollution prevention measures should be implemented for non-storm water components of the discharge.

STABILIZATION TYPE	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
PERMANENT SEEDING												
DORMANT SEEDING												
TEMPORARY SEEDING												
SOODING												
MULCHING												

A KENTUCKY BLUEGRASS 90 LBS/ACRE
 MIXED WITH PERENNIAL REGRASS
 30 LBS/ACRE

C SPRING DATS 100 LBS/ACRE
 D WHEAT OR CEREAL RYE
 150 LBS/ACRE

B KENTUCKY BLUEGRASS 135 LBS/ACRE
 MIXED WITH PERENNIAL REGRASS
 45 LBS/ACRE + STRAW MULCH 2 TONS/ACRE

E 500
 F STRAW MULCH 2 TONS/ACRE

IRRIGATION NEEDED DURING JUNE AND JULY.
 IRRIGATION NEEDED FOR 2 TO 3 WEEKS AFTER APPLYING SOO.

SOIL PROTECTION CHART

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 #: _____

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED, BASED ON MY KNOWLEDGE OF THE PERSONS PERSONS WHO MANAGE THE SYSTEM, OR THESE 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.

SIGNATURE OF OWNER _____ DATE _____

PRINTED NAME OF OWNER _____

NOTE: THE CERTIFICATION ILLUSTRATED ABOVE SHALL BE SIGNED BY THE OWNER LISTED ON THE NOTICE OF INTENT IN ACCORDANCE WITH PART VI.G. OF THE ILR10 NPDES PERMIT. THE SIGNED STATEMENT SHALL BE MAINTAINED ON THE SITE WITH THE SWPPP.

FILE NAME: 7982SE01

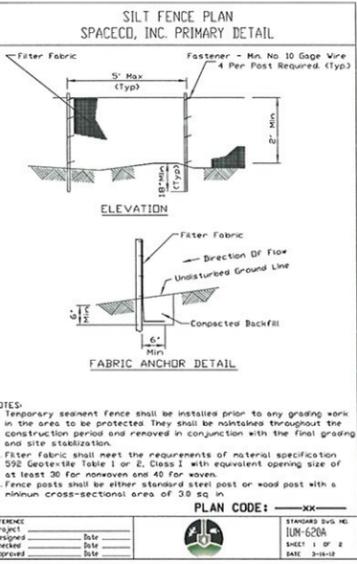
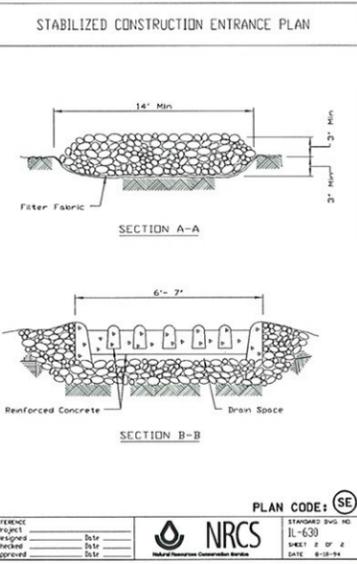
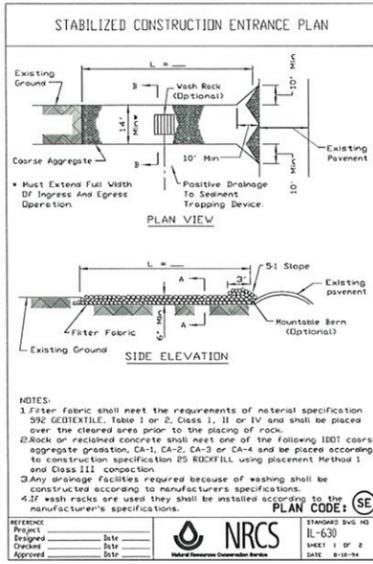
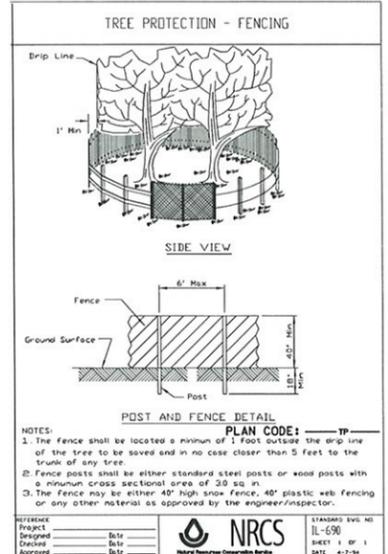
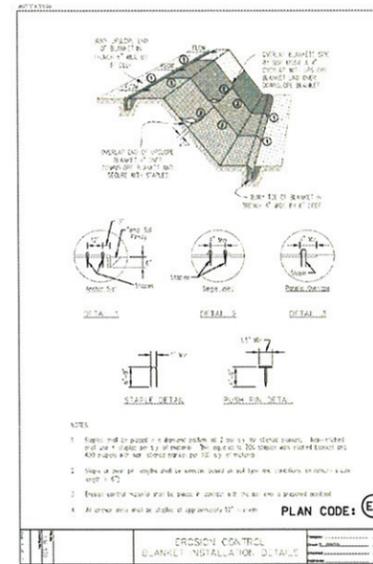
DATE: 09/26/14

JOB NO. 7982

SHEET SE1

18 OF 27

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.

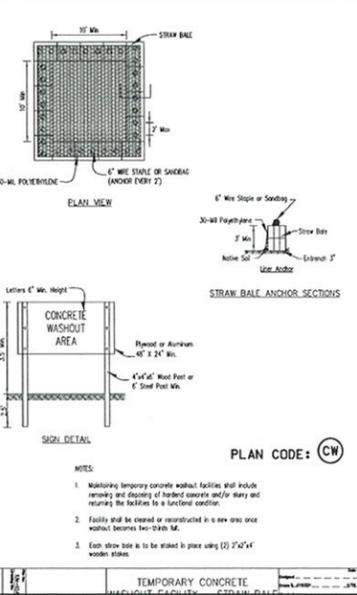
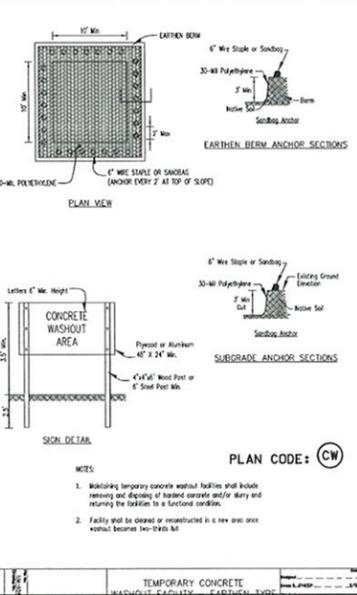
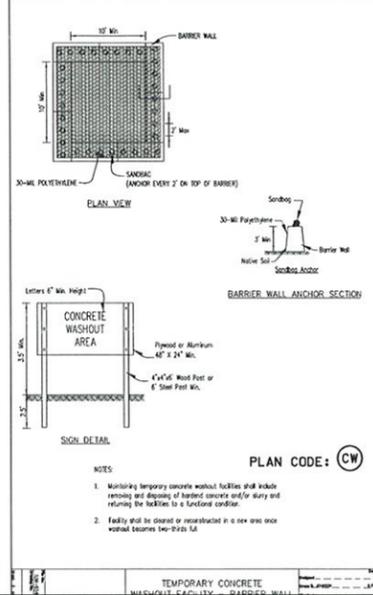
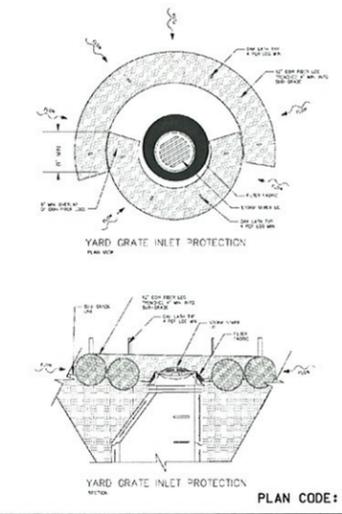
Design Benefits:

- 1. Pollution Prevention
- Sediment Control
- 2. Pollution Removal
- Hydrocarbons (Catch-All HR)
- Total Suspended Solids
- Phosphorus*
- Nitrogen*
- Heavy Metals*
- * By virtue of sediment control

Applications:

- 1. Site Development & Highway Construction
- Inlet Protection / Sediment Control
- 2. Permanent BMP
- Maintenance Yards
- Wash Bays
- Parking Lots & Garages
- Airports - Taxiway, Gate/Limo Stands, Rental Returns
- Bulk/Fuel Food Drive-Lays
- Reduce Maintenance of Underground Detection Systems
- Reduce Maintenance of Underground Oil/Water Separators

PLAN CODE: FF



SOIL EROSION AND SEDIMENT CONTROL PLAN

UPTOWN LA GRANGE
LA GRANGE, IL

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9575 W. Higgins Road, Suite 700,
Koreatown, Illinois, 60118
Phone: (847) 694-0400 Fax: (847) 694-4045

SPACECO INC.

FILENAME:
7982SE02

DATE:
09/26/14

JOB NO.
7982

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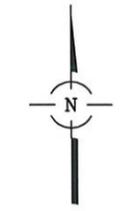
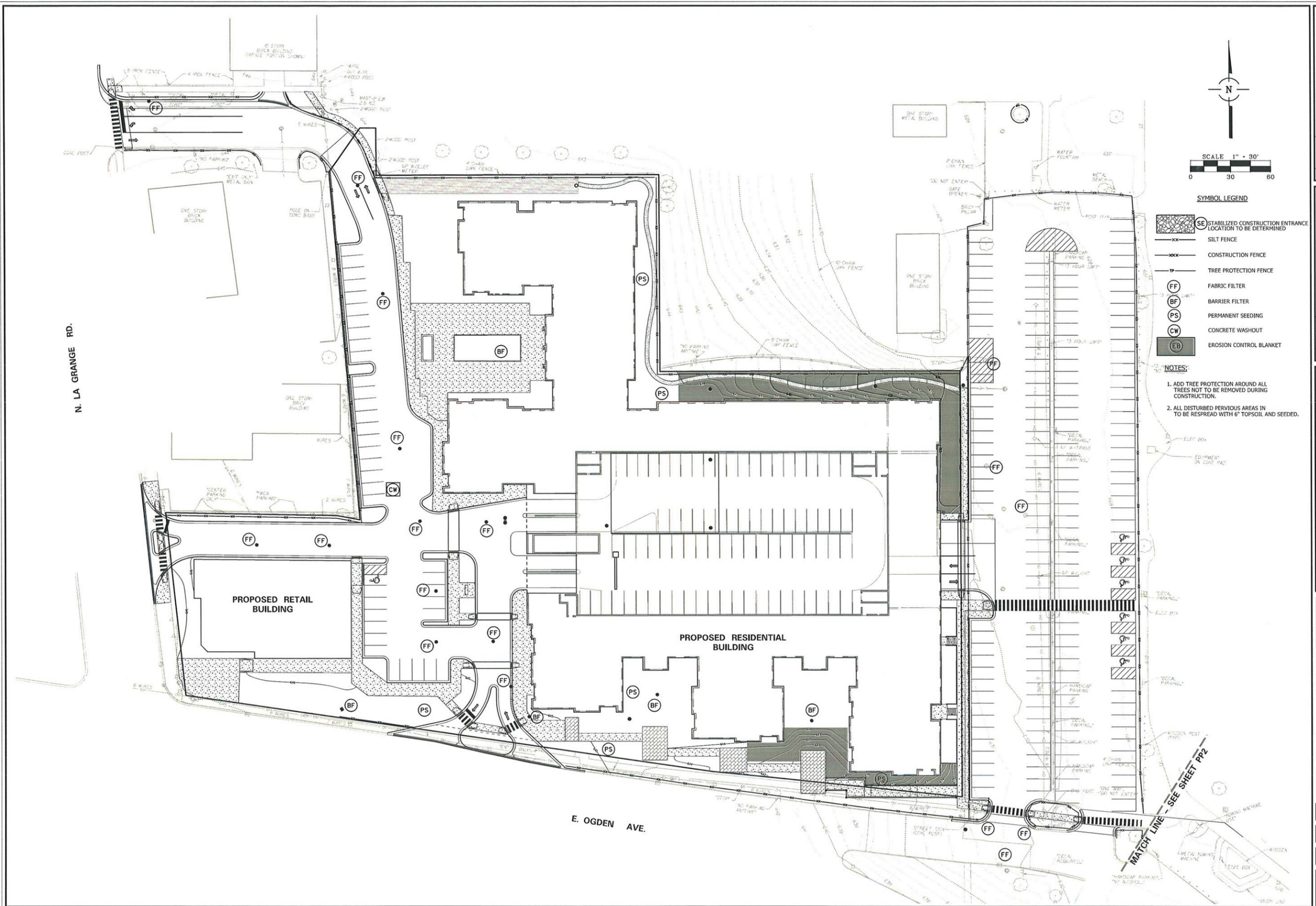
19 OF 27

NO. DATE REMARKS

2. 10/21/14 PER PUBLIC WORKS MEETING

1. 10/13/14 PER VILLAGE REVIEW

5-A.81



SCALE 1" = 30'
0 30 60

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 RESPREAD WITH 6" TOPSOIL AND SEEDDED.

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
9525 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 694-0400 Fax: (847) 696-4045



FILENAME: 7982SE03
DATE: 09/26/14
JOB NO. 7982
SHEET SE3
20 OF 27

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5-A.82

EARTHWORK NOTES	
1. GENERAL	<p>A. IT IS THE CONTRACTOR'S RESPONSIBILITY TO UNDERSTAND THE SOILS AND GROUNDWATER CONDITIONS AT THE SITE. THE CONTRACTOR SHALL OBTAIN AND READ THE GEOLOGICAL RECORDS AVAILABLE FROM THE OWNER.</p> <p>B. ANY QUANTITIES IN THE BID PROPOSAL ARE INTENDED AS A GUIDE FOR THE CONTRACTOR'S USE IN DETERMINING THE QUANTITIES OF MATERIALS TO BE ORDERED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING MATERIAL QUANTITIES AND APPRAISE HIMSELF OF ALL SITE CONDITIONS. THE CONTRACT PRICE SUBMITTED BY THE CONTRACTOR SHALL BE CONSIDERED AS LOW FOR THE PROJECT. NO CLAIMS FOR EXTRA WORK WILL BE RECOGNIZED UNLESS ORDERED IN WRITING BY THE OWNER.</p> <p>C. THE CONTRACTOR WILL NOTE THAT THE ELEVATIONS SHOWN ON THE CONSTRUCTION PLANS ARE FINISHED GRADE ELEVATIONS AND THAT PAVEMENT THICKNESS, TOPSOIL, ETC. MUST BE SUBTRACTED TO DETERMINE SUBGRADE ELEVATIONS.</p> <p>D. THE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE DURING CONSTRUCTION, AND PREVENT STORMWATER FROM RUNNING INTO OR STANDING IN EXCAVATED AREAS. THE FAILURE TO PROVIDE PROPER DRAINAGE WILL NEGATE ANY POSSIBLE ADDITIONAL COMPENSATION REQUESTED DUE TO DELAYS OR UNSUITABLE MATERIALS CREATED AS A RESULT THEREOF. FINAL GRADES SHALL BE PROTECTED AGAINST DAMAGE FROM EROSION, SEDIMENTATION AND TRAFFIC.</p> <p>E. PLANS FOR THE SITE DEMATERING, IF EMPLOYED, SHALL BE SUBMITTED TO AND APPROVED BY THE OWNER PRIOR TO IMPLEMENTATION. NO ADDITIONAL COMPENSATION SHALL BE MADE FOR DEMATERING DURING CONSTRUCTION.</p> <p>F. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTATION OF THE "SOIL EROSION AND SEDIMENTATION CONTROL MEASURES". THE INITIAL ESTABLISHMENT OF EROSION CONTROL PROCEDURES AND THE PLACEMENT OF SILT AND FILTER FENCING, ETC. TO PROTECT ADJACENT PROPERTY, NEIGHBORS, ETC. SHALL OCCUR BEFORE GRADING BEGINS. A MUNICIPAL EROSION CONTROL INSPECTION MAY BE REQUIRED BEFORE ANY EARTHWORK IS PERFORMED.</p> <p>G. PRIOR TO COMMENCEMENT OF GRADING ACTIVITIES, THE CONTRACTOR SHALL ERECT A "SNOW FENCE" AROUND ANY TREE DESIGNATED TO BE PRESERVED. SAID FENCE SHALL BE PLACED IN A CIRCLE CENTERED AROUND THE TREE. THE DIAMETER OF WHICH SHALL BE SUCH THAT THE ENTIRE DRIP ZONE (EXTENT OF FURTHEST EXTENDING BRANCHES) SHALL BE WITHIN THE FENCE LIMITS. THE EXISTING GRADE WITHIN THE FENCED AREA SHALL NOT BE DISTURBED.</p> <p>H. EXCESS MATERIALS, IF NOT UTILIZED AS FILL, SHALL BE COMPLETELY REMOVED FROM THE CONSTRUCTION SITE AND DISPOSED OF OFF-SITE BY THE CONTRACTOR.</p> <p>1. ALL EARTHWORK SHALL BE DONE UNDER THE SUPERVISION OF AN ILLINOIS LICENSED ENGINEER WHO SPECIALIZES IN THE GEOTECHNICAL FIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL UNSUITABLE MATERIALS ARE REMOVED, ALL STRUCTURAL FILL MATERIALS ARE PROPERLY PLACED AND COMPACTED, ALL PAVEMENT SUBGRADES ARE PROPERLY PREPARED, PROOF ROLLS ARE PROPERLY PLACED AND COMPACTED, AND THAT ALL WATER RETAINING EMBANKMENTS ARE PROPERLY CONSTRUCTED. THE DEVELOPER PAYS FOR ALL GEOTECHNICAL SERVICES.</p>
2. TOPSOIL EXCAVATION INCLUDES:	<p>A. EXCAVATION OF TOPSOIL AND OTHER STRUCTURALLY UNSUITABLE MATERIALS WITHIN THOSE AREAS THAT WILL REQUIRE EARTH EXCAVATION OR COMPACTED EARTH FILL MATERIAL. EXISTING VEGETATION SHALL BE REMOVED PRIOR TO EXCAVATION. TOPSOIL OR FILLING AREAS OF UNSUITABLE MATERIALS SHALL BE LANDSCAPED, AND THOSE AREAS NOT REQUIRING STRUCTURAL FILL MATERIAL, PROVIDE NECESSARY EROSION CONTROL MEASURES FOR STOCKPILE.</p> <p>B. PLACEMENT OF THE EXCAVATED MATERIAL IN OTHER DESIGNATED AREAS FOR FUTURE USE WITHIN AREAS TO BE LANDSCAPED, AND THOSE AREAS NOT REQUIRING STRUCTURAL FILL MATERIAL, PROVIDE NECESSARY EROSION CONTROL MEASURES FOR STOCKPILE.</p> <p>C. TOPSOIL STOCKPILES FOR SPREAD SHALL BE FREE OF CLAY AND SHALL NOT CONTAIN ANY OF THE TRANSITIONAL MATERIAL BETWEEN THE TOPSOIL AND CLAY. THE TRANSITIONAL MATERIAL SHALL BE USED IN NON-STRUCTURAL FILL AREAS OR DISPOSED OF OFF-SITE.</p> <p>D. TOPSOIL SPREAD SHALL INCLUDE Hauling and Spreading 6" OF TOPSOIL OVER AREAS TO BE LANDSCAPED WHERE SHOWN ON THE PLANS OR DIRECTED BY THE OWNER.</p> <p>E. MODERATE COMPACTION IS REQUIRED IN NON-STRUCTURAL FILL AREAS.</p>
3. EARTH EXCAVATION INCLUDES:	<p>A. EXCAVATION OF CLAY AND OTHER MATERIALS WHICH ARE SUITABLE FOR USE AS STRUCTURAL FILL. THE EXCAVATION SHALL BE TO WITHIN A TOLERANCE OF 0.1 FEET OF THE PLAN SUBGRADE ELEVATIONS WHILE MAINTAINING PROPER DRAINAGE. THE TOLERANCE WITHIN PAVED AREAS SHALL BE SUCH THAT THE EARTH MATERIALS SHALL "BALANCE" DURING THE FINISH GRADING OPERATION.</p> <p>B. PLACEMENT OF THE CLAY AND OTHER SUITABLE MATERIALS SHALL BE WITHIN THOSE AREAS REQUIRING STRUCTURAL FILL IN ORDER TO ACHIEVE THE PLAN SUBGRADE ELEVATIONS TO WITHIN A TOLERANCE OF 0.1 FEET. THE FILL MATERIAL SHALL BE PLACED IN LOOSE LIFTS THAT SHALL NOT EXCEED EIGHT (8) INCHES IN THICKNESS, AND THE WATER CONTENT SHALL BE ADJUSTED IN ORDER TO ACHIEVE REQUIRED COMPACTION.</p> <p>C. STRUCTURAL FILL MATERIAL MAY BE PLACED WITHIN THOSE PORTIONS OF THE SITE NOT REQUIRING STRUCTURAL FILL TO WITHIN SIX (6) INCHES OF THE PLAN FINISHED GRADE ELEVATION. IN AREAS REQUIRING STRUCTURAL FILL, HOWEVER, THIS MATERIAL SHALL NOT BE PLACED OVER TOPSOIL OR OTHER UNSUITABLE MATERIALS UNLESS SPECIFICALLY DIRECTED BY A SOILS ENGINEER WITH THE CONCURRENCE OF THE OWNER.</p> <p>D. COMPACTION OF THE CLAY AND OTHER SUITABLE MATERIALS SHALL BE TO AT LEAST 93% OF THE MODIFIED PROCTOR DRY DENSITY WITHIN PROPOSED PAVEMENT AREAS, SIDEWALKS, ETC. COMPACTION SHALL BE AT LEAST 95% OF THE MODIFIED PROCTOR WITHIN PROPOSED BUILDING PAD AREAS.</p> <p>E. EXCAVATION: QUANTITIES OF EARTH EXCAVATION INDICATED ELSEWHERE IN THIS CONTRACT HAVE BEEN COMPUTED BY THE END AREA METHOD AS PROVIDED FOR IN SECTION 202 OF THE STANDARD SPECIFICATIONS. EXCAVATED MATERIALS NOT NEEDED FOR THIS JOB SITE SHALL BE LEGALLY DISPOSED OF AT A LOCATION OUTSIDE THE VILLAGE OF LINDEMBURGH CORPORATE LIMITS. PAYMENT SHALL BE MADE AT THE CONTRACT UNIT PRICE PER CUBIC YARD OF EARTH EXCAVATION.</p>
4. UNSUITABLE MATERIAL	<p>UNSUITABLE MATERIAL SHALL BE CONSIDERED AS MATERIAL WHICH IS NOT SUITABLE FOR THE SUPPORT OF PAVEMENT AND BUILDING CONSTRUCTION, AND IS ENCOUNTERED BELOW NORMAL TOPSOIL DEPTHS AND THE PROPOSED SUBGRADE ELEVATION. THE DECISION TO REMOVE SAID MATERIAL, AND TO WHAT EXTENT, SHALL BE MADE BY A SOILS ENGINEER WITH THE CONCURRENCE OF THE OWNER.</p>
5. MISCELLANEOUS	<p>A. SPREAD AND COMPACT UNIFORM TO THE DEGREE SPECIFIED ALL EXCESS TRENCH SPOIL AFTER COMPLETION OF THE UNDERGROUND IMPROVEMENTS.</p> <p>B. SCARIFY, DISC, AERATE, AND COMPACT TO THE DEGREE SPECIFIED, THE UPPER TWELVE (12) INCHES OF THE SUITABLE SUBGRADE MATERIAL, IN ALL AREAS THAT MAY BE SOFT DUE TO EXCESS MOISTURE CONTENT. THIS APPLIES TO CUT AREAS AS WELL AS FILL AREAS.</p> <p>C. PROVIDE WATER TO ADD TO DRY MATERIAL IN ORDER TO ADJUST THE MOISTURE CONTENT FOR THE PURPOSE OF ACHIEVING THE SPECIFIED COMPACTION.</p> <p>D. BACKFILL THE CURB AND GUTTER AFTER ITS CONSTRUCTION AND PRIOR TO THE PLACEMENT OF THE BASE COURSE MATERIAL. THE CURB SHALL NOT BE BACKFILLED UNTIL THE CONCRETE HAS CURED FOR AT LEAST 7 DAYS.</p> <p>E. TRENCH CONSTRUCTION: ALL TRENCHES SHALL BE COMPACTED BY MECHANICAL TECHNIQUES APPROVED BY THE SOILS ENGINEER UNDER PROPER CONSTRUCTION TECHNIQUES. THE REQUIREMENT FOR MECHANICAL COMPACTION MAY BE WAIVED IF, IN THE OPINION OF THE SOILS ENGINEER AND THE MUNICIPAL ENGINEER, THE BACKFILLED TRENCHES MEET THE DENSITY REQUIREMENTS. JETTING OF TRENCHES FOR COMPACTION WILL NOT BE ALLOWED.</p>
6. TESTING AND FINAL ACCEPTANCE	<p>A. THE CONTRACTOR SHALL PROVIDE AS A MINIMUM, A FULLY LOADED SIX-WHEEL TANDEM AXLE TRUCK FOR PROOF ROLLING THE PAVEMENT SURFACE PRIOR TO THE PLACEMENT OF THE CURB AND GUTTER AND THE BASE MATERIAL. THIS SHALL BE WITNESSED BY MUNICIPAL ENGINEER AND THE OWNER. SEE PAVING SPECIFICATION.</p> <p>B. ANY UNSUITABLE AREA ENCOUNTERED AS A RESULT OF PROOF ROLLING SHALL BE REMOVED AND REPLACED WITH SUITABLE MATERIAL, OR OTHERWISE CORRECTED, APPROVED BY THE SOILS CONSULTANT.</p> <p>C. ANY TESTING THAT IS REQUIRED OF THIS CONSTRUCTION IS CONSIDERED INCIDENTAL TO THE COST OF CONSTRUCTION. NO SEPARATE PAYMENT WILL BE MADE.</p>
SIGNING AND PAVEMENT MARKING	
1.	ALL SIGNING AND PAVEMENT MARKING SHALL BE IN ACCORDANCE WITH THE ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (SSRBC), MUNICIPAL CODE AND THESE PLANS.
2.	CONTRACTOR SHALL ESTABLISH LOCATION OF ALL SIGNS AND MARKINGS FOR APPROVAL BY THE OWNER PRIOR TO INSTALLATION.
3.	SIGNS: SIGNS SHALL BE CONSTRUCTED OF 0.080 INCH THICK FLAT ALUMINUM PANELS WITH REFLECTORIZED LEGEND ON THE FACE IN ACCORDANCE WITH (SSRBC) SECTION 720. LEGEND SHALL BE IN ACCORDANCE WITH MUTCD AND AS SHOWN ON THE PLANS.
4.	POSTS: SIGN POSTS SHALL BE A HEAVY DUTY STEEL "U" SHAPED CHANNEL WEIGHING 3.0 POUNDS/FOOT SUCH AS A TYPE B METAL POST PER (SSRBC) SECTION 729 [OR: 2" PERFORATED STEEL TUBE PER (SSRBC) SECTION 728].
5.	SIGNS AND POSTS SHALL BE INSTALLED IN ACCORDANCE WITH THE ABOVE (SSRBC) SECTIONS AND OWNER STANDARD 729001 EXCEPT AS NOTED BY THE PLANS.
6.	PAVEMENT MARKINGS: ALL PAVEMENT MARKINGS IN THE ROADWAY LIMITS, SUCH AS STOP LINES, CENTER LINES, CROSSWALKS AND DIRECTIONAL ARROWS SHALL BE REFLECTORIZED THERMOPLASTIC PER (SSRBC) SECTION 380, EXCEPT AS NOTED BY THE PLANS. (NOTE TO ENGINEER: 100% PREFERRED REFLECTORIZED PAINT ON CONCRETE PAVEMENT MARKINGS ON ROADWAYS.)
7.	PAVEMENT MARKINGS ON BIKE PATHS, PARKING LOT STRIPS, AND SIMILAR "LOW SPEED" APPLICATIONS SHALL BE PAINT IN ACCORDANCE TO (SSRBC) SECTION 380, EXCEPT AS NOTED BY THE PLANS. REFLECTIVE BEADS ARE NOT REQUIRED.
8.	COLOR, WIDTH, STYLE, AND SIZE OF ALL MARKINGS SHALL BE IN ACCORDANCE WITH (MUTCD) EXCEPT AS NOTED BY THE PLANS.
9.	THERMOPLASTIC MARKINGS SHALL BE INSTALLED WHEN THE PAVEMENT TEMPERATURE IS 55° F AND RISING. PAINT MARKINGS MAY BE INSTALLED WHEN THE AIR TEMPERATURE IS 50° F AND RISING.
PAVING NOTES	
1. GENERAL	<p>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.</p> <p>B. COMPACTION REQUIREMENTS: [REFERENCE ASTM D-1557 (MODIFIED PROCTOR)] SUB-GRADE = 93%; SUB-BASE = 93%; AGGREGATE BASE COURSE = 95%; BITUMINOUS COURSES = 95% OF MAXIMUM DENSITY PER (SSRBC) ARTICLE 406-1.1. THE SOILS ENGINEER IS RESPONSIBLE FOR ENSURING THAT MATERIALS ARE PROPERLY PLACED AND COMPACTED.</p> <p>C. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROVIDE PROPER BARRICADING, WARNING DEVICES AND THE SAFE MANAGEMENT OF TRAFFIC WITHIN THE AREA OF CONSTRUCTION. ALL SUCH DEVICES AND THEIR INSTALLATION SHALL CONFORM TO THE ILLINOIS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION AND IN ACCORDANCE WITH MUNICIPAL CODE.</p>

SANITARY SEWER NOTES	
2. SUB-GRADE PREPARATION	<p>A. EARTHWORK FOR PROPOSED PAVEMENT SUBGRADE SHALL BE FINISHED TO WITHIN 0.1 FOOT, PLUS OR MINUS, OF PLAN ELEVATION. THE CONTRACTOR SHALL SATISFY HIMSELF THAT THE SUBGRADE HAS BEEN PROPERLY PREPARED AND THAT THE FINISH TOP SUBGRADE ELEVATION HAS BEEN OBTAINED WITHIN TOLERANCES ALLOWED IN THESE SPECIFICATIONS. UNLESS THE CONTRACTOR ADVISES THE OWNER AND ENGINEER IN WRITING PRIOR TO FINISH GRADING FOR BASE COURSE CONSTRUCTION, IT IS UNDERSTOOD THAT HE HAS APPROVED AND ACCEPTS THE RESPONSIBILITY FOR THE SUBGRADE.</p> <p>B. PRIOR TO THE PLACEMENT OF THE BASE COURSE, THE SUBGRADE MUST BE PROOF ROLLED AND INSPECTED FOR UNSUITABLE MATERIALS AND/OR EXCESSIVE MOVEMENT. THE SOILS ENGINEER SHALL CONDUCT AND THE VILLAGE SHALL WITNESS ALL PROOF ROLLS. IF UNSUITABLE SUBGRADE IS ENCOUNTERED, IT SHALL BE CORRECTED IN A MANNER APPROVED BY THE OWNER OR HIS REPRESENTATIVE. THIS MAY INCLUDE ONE OR MORE OF THE FOLLOWING METHODS:</p> <ol style="list-style-type: none"> 1) SCARIFY DISC AND AERATE. 2) REMOVE AND REPLACE WITH STRUCTURAL CLAY FILL. 3) REMOVE AND REPLACE WITH GRANULAR MATERIAL. 4) USE OF GEOTEXTILE FABRIC. <p>MAXIMUM DEFLECTION ALLOWED IN ISOLATED AREAS MAY BE 1/4" TO 1/2" IF NO DEFLECTION OCCURS OVER THE MAJORITY OF THE AREA.</p> <p>C. PRIOR TO THE CONSTRUCTION OF THE CURB AND GUTTER AND THE PLACEMENT OF THE BASE MATERIAL, THE PAVEMENT AREA SHALL BE FINE GRADED TO WITHIN 0.04 FEET (1/2") OF FINAL SUBGRADE ELEVATION. TO A POINT TWO (2) FEET BEYOND THE BACK OF CURB, SO AS TO INSURE THE PROPER THICKNESS OF PAVEMENT COURSES. NO CLAIMS FOR EXCESS QUANTITY OF BASE MATERIALS DUE TO IMPROPER SUBGRADE PREPARATION WILL BE HONORED.</p> <p>D. PRIOR TO PLACEMENT OF THE BASE COURSE, ALL SUBGRADES MUST BE APPROVED BY THE MUNICIPAL ENGINEER, SOILS ENGINEER AND/OR OWNER.</p>
3. CONCRETE WORK	<p>A. ALL EXTERIOR CONCRETE SHALL BE PORTLAND CEMENT CONCRETE CLASS 51 OR PV PER (SSRBC) SECTION 1020.04 WITH AIR ENTRAINMENT OF NOT LESS THAN FIVE (5%) OR MORE THAN EIGHT (8%) PERCENT. CONCRETE SHALL BE A MINIMUM OF SIX (6) BAG MIX AND SHALL DEVELOP A MINIMUM OF 3,500 PSI COMPRESSIVE STRENGTH AT FOURTEEN (14) DAYS. ALL CONCRETE SHALL BE BROWN FINISHED PERPENDICULAR TO THE DIRECTION OF TRAVEL. THE ADDITION OF CALCIUM CHLORIDE AND THE SUBSTITUTION OF FLY ASH FOR PORTLAND CEMENT IS PROHIBITED. 1.50 LB. OF COLLOIDAL, FILLERATED, POLYPROPYLENE OLEFIN FIBERS 0.50 TO 0.75 INCHES IN LENGTH SHALL BE ADDED TO EACH CUBIC YARD OF CONCRETE USED FOR SIDEWALKS. THE FIBERS SHALL BE AS MANUFACTURED UNDER THE NAME "FIBERNEK" OR EQUAL.</p> <p>B. CONCRETE CURB AND/OR COMBINATION CURB AND GUTTER SHALL BE OF THE TYPE SHOWN ON THE PLANS. THE CONTRACTOR IS CAUTIONED TO REFER TO THE CONSTRUCTION STANDARDS AND THE PAVEMENT CROSS-SECTION TO DETERMINE THE GUTTER FLAG THICKNESS AND THE AGGREGATE BASE COURSE THICKNESS BENEATH THE CURB AND GUTTER. PREMOULDED FIBER EXPANSION JOINTS, WITH TWO 3/4" X 18" EPOXY COATED STEEL DONUT BARS, SHALL BE INSTALLED AT SIXTY (60) FOOT INTERVALS AND ALL JOINTS, PUTS AND CURB RETURNING ALTERNATE ENDS OF THE DONUT BARS SHALL BE GREASED AND FITTED WITH METAL EXPANSION TUBES. SAVED OR FORMED CONSTRUCTION JOINTS SHALL BE PROVIDED AT GREATER THAN FIFTEEN (15) FOOT INTERVALS BETWEEN EXPANSION JOINTS. NO NONY-COMBING OF THE CURB AND GUTTER WILL BE ALLOWED.</p> <p>C. CURBS SHALL BE DEPRESSED AT LOCATIONS WHERE PUBLIC WALKS/PEDESTRIAN PATHS INTERSECT CURB LINES, AND OTHER LOCATIONS AS DIRECTED, FOR THE PURPOSE OF PROVIDING ACCESSIBILITY. (SEE CONSTRUCTION STANDARDS FOR DETAIL). BARRIER CURB SHALL ALSO BE DEPRESSED AT DRIVEWAY LOCATIONS.</p> <p>D. THE CURBS SHALL BE BACKFILLED AFTER THEIR CONSTRUCTION AND PRIOR TO THE PLACEMENT OF THE BASE COURSE. THE CONCRETE MUST CURE FOR AT LEAST SEVEN DAYS BEFORE THE CURBS ARE BACKFILLED.</p> <p>E. CONCRETE SIDEWALK SHALL BE IN ACCORDANCE WITH THE ABOVE AND THE PLANS. PROVIDE SCORED JOINTS AT 5 FOOT INTERVALS AND 1/2" PREMOULDED FIBER EXPANSION JOINTS AT 50 FOOT INTERVALS, AND ADJUNCT TO CONCRETE CURBS, DRIVEWAYS, FOUNDATIONS, ETC.</p> <p>F. CONCRETE DRIVEWAY APRONS SHALL BE IN ACCORDANCE WITH THE ABOVE AND THE PLANS. PROVIDE 6" X 6" NO. 6 WELDED WIRE MESH IN DRIVEWAYS. PROVIDE 1/2" PREMOULDED FIBER EXPANSION JOINT ADJUNCT TO CURBS AND CONCRETE SIDEWALKS. PROVIDE SAVED OR FORMED CONSTRUCTION JOINT AT MID-POINT AND 15 FOOT MAXIMUM.</p> <p>G. STANDARD REINFORCED CONCRETE PAVEMENT SHALL BE IN ACCORDANCE WITH THE ABOVE AND THE PLANS. SAVED OR FORMED CONSTRUCTION EXPANSION JOINTS SHALL BE AS SHOWN ON THE PLANS.</p> <p>H. CONCRETE CURING AND PROTECTION SHALL BE IN ACCORDANCE WITH (SSRBC) - METHOD 1, 11, OR 111.</p> <p>I. THE COST OF AGGREGATE BASE OR SUB-BASE UNDER CONCRETE WORK SHALL BE INCLUDED IN THE COST OF THE RESPECTIVE CONCRETE ITEM.</p>
4. FLEXIBLE PAVEMENT	<p>A. THE PAVEMENT MATERIALS FOR BITUMINOUS STREETS, PARKING LOTS, DRIVEWAYS, SIDEWALKS AND PATHS SHALL BE AS DETAILED ON THE PLANS. UNLESS OTHERWISE SHOWN ON THE PLANS, THE FLEXIBLE PAVEMENTS SHALL CONSIST OF AGGREGATE BASE COURSE, TYPE B; BITUMINOUS CONCRETE BINDER COURSE; AND BITUMINOUS CONCRETE SURFACE COURSE OF THE THICKNESS AND MATERIALS SPECIFIED ON THE PLANS. THICKNESSES SPECIFIED SHALL BE CONSIDERED TO BE THE MINIMUM COMPACTED THICKNESS. THE PAVING IS TO BE DONE IN ACCORD WITH THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS.</p> <p>B. ALL TRAFFIC SHALL BE KEPT OFF THE COMPLETED AGGREGATE BASE UNTIL THE BINDER COURSE IS LAID. THE AGGREGATE BASE SHALL BE UNIFORMLY PRIME COATED AT A RATE OF 0.4 TO 0.5 GALLONS PER SQUARE YARD PRIOR TO PLACING THE BINDER COURSE. PRIME COAT MATERIALS SHALL BE BITUMINOUS M.C. - 30.</p> <p>C. PRIOR TO PLACEMENT OF THE SURFACE COURSE, THE BINDER COURSE SHALL BE CLEANED, AND TACK COATED IF DUSTY OR DIRTY. ALL DAMAGED AREAS IN THE BINDER, BASE OR CURB SHALL BE REPAIRED TO THE SATISFACTION OF THE OWNER PRIOR TO LAYING THE SURFACE COURSE. THE CONTRACTOR SHALL PROVIDE WATERING EQUIPMENT AND MANPOWER NECESSARY, INCLUDING THE USE OF POWER BROOMS IF REQUIRED BY THE OWNER, TO PREPARE THE PAVEMENT FOR APPLICATION OF THE SURFACE COURSE. THE TACK COAT SHALL BE UNIFORMLY APPLIED TO THE BINDER COURSE AT A RATE OF 0.05 TO 0.10 GALLONS PER SQUARE YARD. TACK COAT SHALL BE AS SPECIFIED IN (SSRBC) SECTION 406.02.</p> <p>D. SEAMS IN BASE, BINDER AND SURFACE COURSE SHALL BE STAGGERED A MINIMUM OF 6".</p> <p>E. FOR NEW STREETS, THE CONTRACTOR SHALL PERMIT THE BITUMINOUS CONCRETE BINDER COURSE TO WEATHER ONE (1) WINTER SEASON PRIOR TO THE INSTALLATION OF THE BITUMINOUS CONCRETE SURFACE COURSE UNLESS OTHERWISE SPECIFIED BY THE MUNICIPAL ENGINEER OR OWNER.</p>
5. TESTING AND FINAL ACCEPTANCE	<p>A. THE CONTRACTOR SHALL FOLLOW THE QUALITY CONTROL TESTING PROGRAM FOR CONCRETE AND PAVEMENT MATERIALS ESTABLISHED BY THE OWNER AND/OR MUNICIPALITY. TESTING SHALL BE DONE IN ACCORD WITH THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS AND THE TESTING REQUIREMENTS OF THE MUNICIPALITY.</p> <p>B. WHEN REQUESTED BY THE OWNER, TEST RESULTS AND DOCUMENTATION FOR THE CONCRETE, BASE COURSE, BITUMINOUS CONCRETE BINDER, AND/OR SURFACE COURSE, SHALL BE SUBMITTED FOR VERIFICATION.</p> <p>C. PRIOR TO PLACEMENT OF THE BITUMINOUS CONCRETE SURFACE COURSE, THE CONTRACTOR, WHEN REQUIRED BY THE OWNER OR MUNICIPALITY, SHALL OBTAIN SPECIMENS OF THE BINDER COURSE WITH A CORE DRILL WHERE DIRECTED, FOR THE PURPOSE OF THICKNESS VERIFICATION.</p> <p>D. WHEN REQUIRED BY THE OWNER OR MUNICIPALITY, THE CONTRACTOR SHALL OBTAIN SPECIMENS OF THE FULL DEPTH BITUMINOUS CONCRETE PAVEMENT STRUCTURE WITH A CORE DRILL WHERE DIRECTED, IN ORDER TO CONFIRM THE PLAN THICKNESSES. DEFICIENCIES IN THICKNESS SHALL BE ADJUSTED FOR BY THE METHOD DESCRIBED IN (SSRBC) ART. 407.10.</p> <p>E. FINAL ACCEPTANCE OF THE TOTAL PAVEMENT INSTALLATION SHALL BE SUBJECT TO THE TESTING AND CHECKING REQUIREMENTS CITED ABOVE.</p>

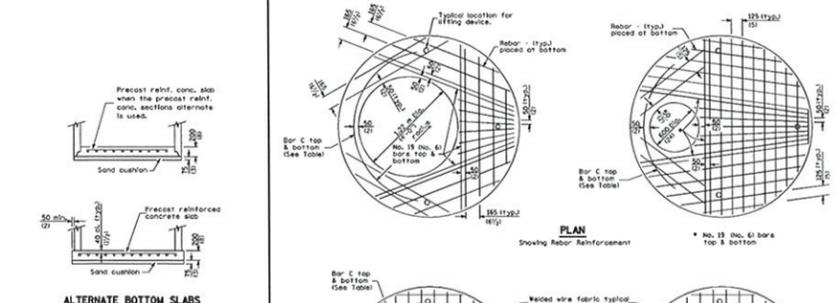
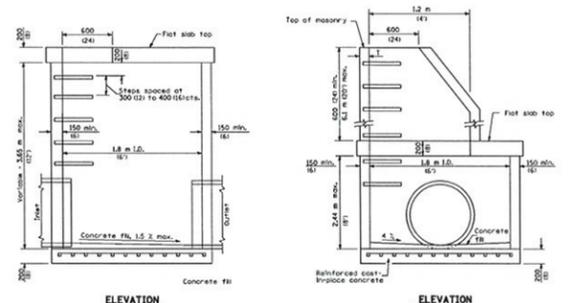
STORM SEWER NOTES	
1. GENERAL	<p>A. SANITARY SEWER PIPE SHALL BE PVC (POLYVINYL CHLORIDE) PLASTIC PIPE WITH A STANDARD DIMENSION RATIO (SDR) OF 26 CONFORMING TO ASTM D-3034 WITH PUSH-ON JOINTS CONFORMING TO ASTM D-3022 AND PVC (POLYVINYL CHLORIDE) PLASTIC PIPE WITH A STANDARD DIMENSION RATIO (SDR) OF 21 CONFORMING TO ASTM D-2241 WITH PUSH-ON JOINTS CONFORMING TO ASTM D-3139 AS SHOWN ON THE PLANS. PAYMENT SHALL BE MADE AT THE CONTRACT UNIT PRICE PER LINEAL FOOT OF SANITARY SEWER COMPLETE IN PLACE.</p> <p>B. SANITARY SEWER PIPE 18" AND LARGER, WHERE NOTED ON THE PLANS, OR WHERE THE IEPA MINIMUM SEPARATION CANNOT BE MAINTAINED, SHALL BE ONE OF THE FOLLOWING:</p> <p>PLAN CODE DESCRIPTION</p> <p>DIP: DUCTILE IRON WATERMAIN QUALITY PIPE, CLASS 52, (ANSI 21-51) WITH MECHANICAL OR O-RING GASKETED JOINTS (ANSI 21-11).</p> <p>PVC: PRESSURE RATED PVC PIPE MEETING ASTM D-2241 WITH ASTM D-3139 GASKETED JOINT, SDR 26</p> <p>"BAND-SEAL" OR SIMILAR FLEXIBLE TIE COUPLINGS SHALL BE USED WHEN JOINING SEWER PIPES OF DISSIMILAR MATERIALS. "BAND-SEAL", "FERROD", AND "MISSION" TIE COUPLINGS SHALL NOT BE USED ON ANY SEWER MAIN.</p> <p>D. ALL SANITARY SEWERS ARE TO BE CONSTRUCTED USING A LASER INSTRUMENT TO MAINTAIN LINE AND GRADE.</p> <p>E. ALL FLOOR DRAINS SHALL CONNECT TO THE SANITARY SEWER.</p> <p>F. CONNECTIONS TO EXISTING SANITARY SEWER SYSTEM SHALL NOT BE DONE UNTIL AUTHORIZED BY THE MUNICIPALITY.</p> <p>G. WATERMANS SHALL BE SEPARATED FROM SANITARY SEWERS AND STORM SEWERS IN ACCORDANCE WITH IEPA REQUIREMENTS AS SPECIFIED IN "WATER MAIN" SECTION.</p> <p>H. NO WATER LINE SHALL BE PLACED IN THE SAME TRENCH AS A SEWER LINE EXCEPT UNDER SPECIAL CIRCUMSTANCES AND THEN ONLY UNDER THE FOLLOWING RULES:</p> <ol style="list-style-type: none"> a) PERMISSION SHALL BE OBTAINED FROM THE MUNICIPAL ENGINEERING DEPARTMENT IN WRITING PRIOR TO BEGINNING CONSTRUCTION. b) THE BOTTOM OF A WATER LINE SHALL BE INSTALLED ON A SHELVE A MINIMUM OF 18" ABOVE THE TOP OF THE SEWER AND 18" HORIZONTALLY AWAY FROM THE EDGE OF THE SEWER.
2. BEDDING:	<p>A. BEDDING SHALL CONSIST OF A MINIMUM OF FOUR (4") INCHES OF COMPACTED CRUSHED GRAVEL OR STONE, 1/4" - 3/4" IN SIZE. THE SEWER SHALL HAVE MECHANICALLY TAMPED CRUSHED GRAVEL OR STONE COVER ABOVE THE TOP OF THE PIPE TO A MINIMUM OF TWELVE (12") INCHES FOR PVC PIPE AND TO THE SPRING LINE FOR DIP. THE BEDDING AND COVER MATERIAL SHALL BE CA-11 OR CA-13. THE COST OF THE BEDDING AND COVER SHALL BE MERGED WITH THE UNIT PRICE BID FOR THE SEWER.</p> <p>B. ALL UNSUITABLE MATERIAL SHALL BE REMOVED BELOW THE PROPOSED SANITARY SEWER AND REPLACED WITH COMPACTED CA-11 OR CA-13 CRUSHED GRAVEL OR STONE.</p> <p>C. ALL TRENCHES BENEATH PROPOSED OR EXISTING UTILITIES, PAVEMENTS, ROADWAYS, SIDEWALKS, AND FOR A DISTANCE OF FIVE (5) FEET ON EITHER SIDE OF SAME, AND/OR WHERE SHOWN ON THE PLANS, SHALL BE BACKFILLED WITH SELECT GRANULAR BACKFILL (CA-11 OR CA-13) AND THOROUGHLY MECHANICALLY COMPACTED IN 9" LIFTES (LOOSE MEASUREMENT) LAYERS. JETTING WITH WATER IS NOT PERMITTED. REFER TO THE TRENCH BACKFILL LIMITS DETAIL.</p>
3. MANHOLES:	<p>A. SANITARY SEWER MANHOLES SHALL BE 4'-0" I.D. PRECAST CONCRETE SECTIONS CONFORMING TO ASTM D-476 WITH PREFORMED BITUMINOUS OR "O" RING JOINTS, IN ACCORDANCE WITH MUNICIPAL REGULATIONS, AND HAVE AN ECCENTRIC CONE INSTALLED TO LINE UP WITH THE MANHOLE STEPS. ALL MANHOLE STEPS SHALL BE AT 16" O.C. SIMILAR TO NEENAH R-1980.</p> <p>B. ALL PIPE CONNECTION OPENINGS SHALL BE PRECAST WITH RESILIENT RUBBER TIGHT SLEEVES. THE BOTTOM OF MANHOLE SHALL HAVE A CONCRETE BENCH PROVIDED TO FACILITATE SMOOTH FLOWS.</p>
4. FRAMES AND LIDS:	<p>A. ALL SANITARY SEWER MANHOLE FRAMES AND LIDS SHALL BE NEENAH R-1712 UNLESS OTHERWISE NOTED ON THE PLANS. THE LIDS SHALL HAVE RECESSED (CONCEALED) PICK HOLES AND BE SELF SEALING WITH AN "O" RING GASKET. THE LIDS SHALL HAVE THE WORDS "SANITARY" EMBOSSED ON THE SURFACE. THE JOINTS BETWEEN FRAME AND CONCRETE SECTION SHALL BE SEALED WITH A BUTYL ROPE.</p> <p>B. A MAXIMUM OF EIGHT (8) INCHES OF CONCRETE ADJUSTING RINGS SHALL BE USED TO ADJUST FRAME ELEVATIONS. RINGS SHALL BE SEALED TOGETHER WITH BUTYL ROPE.</p>
5. DROP MANHOLE ASSEMBLIES:	<p>A. DROP MANHOLE ASSEMBLIES: DROP MANHOLE ASSEMBLIES SHALL BE PROVIDED AT THE JUNCTION OF SANITARY SEWERS WHERE THE DIFFERENCE IN INVERT GRADES EQUALS TWO FEET (2') OR MORE, OR AS SHOWN ON THE PLANS. THE ENTIRE DROP ASSEMBLY SHALL BE CAST IN CONCRETE MONOLITHICALLY WITH THE MANHOLE BARREL SECTION.</p>
6. CLEANING:	<p>A. ALL MANHOLES AND PIPES SHALL BE THOROUGHLY CLEANED OF DIRT AND DEBRIS, AND ALL VISIBLE LEAKAGE ELIMINATED, BEFORE FINAL INSPECTION AND ACCEPTANCE.</p>
7. TESTING:	<p>A. DEFLECTION AND LEAKAGE TESTING WILL BE REQUIRED. THE PROCEDURE AND ALLOWABLE TESTING LIMITS SHALL BE AS SPECIFIED IN THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", OR MUNICIPAL CODES. IN THE EVENT OF A DISCREPANCY BETWEEN THE STANDARD SPECIFICATIONS AND THE MUNICIPAL CODE, THE MUNICIPAL CODE SHALL GOVERN. THE FULL LENGTH OF THE SANITARY SEWER IS REQUIRED TO BE BOTH AIR TESTED AND DEFLECTION TESTED.</p> <p>B. TESTING THE ALIGNMENT/STRAIGHTNESS SHALL BE IN ACCORDANCE WITH MUNICIPAL CODE.</p> <p>C. TESTING OF MANHOLES TO BE IN ACCORDANCE WITH ASTM 969.</p>
8. TELEVISION:	<p>A. ALL SANITARY SEWERS SHALL BE TELEVISIONED AND A COPY OF THE TAPE AND A WRITTEN REPORT SHALL BE SUBMITTED AND REVIEWED BY THE OWNER OR MUNICIPALITY BEFORE FINAL ACCEPTANCE. THE REPORT SHALL INCLUDE: STUB LOCATION AS WELL AS A DESCRIPTION OF ALL DEFECTS, WATER LEVEL, LEAKS AND LENGTHS. IDENTIFY MANHOLE TO MANHOLE BOTH VERTICALLY AND ON-SCREEN USING MANHOLE NUMBERS FROM APPROVED PLANS. OWNER'S WRITTEN REPORT SHALL BE THE SAME AS THE VIDEO TAPES/VIDEOS.</p>
9. TEST RESULTS:	<p>A. IF THE SANITARY SEWER INSTALLATION FAILS TO MEET THE TEST REQUIREMENTS SPECIFIED, THE CONTRACTOR SHALL DETERMINE THE CAUSE OR CAUSES OF THE DEFECT AND SHALL, AT HIS OWN EXPENSE, REPAIR OR REPLACE ALL MATERIALS, AND WORKMANSHIP AS MAY BE NECESSARY TO COMPLY WITH THE TEST REQUIREMENTS.</p>
10. CERTIFICATION:	<p>A. CONTRACTOR SHALL SUBMIT CERTIFIED COPIES OF ALL REPORTS OF TESTS CONDUCTED BY AN INDEPENDENT LABORATORY BEFORE INSTALLATION OF PVC PLASTIC PIPE. TESTS SHALL BE CONDUCTED IN ACCORDANCE WITH STANDARD METHOD OF TEST FOR "EXTERNAL LOADING PROPERTIES OF PLASTIC PIPE BY PARALLEL PLATE LOADING", ASTM STANDARDS D-2412 OR D-2241 AS APPROPRIATE FOR THE PIPE TO BE USED. TESTS SHALL ALSO BE CONDUCTED TO DEMONSTRATE JOINT PERFORMANCE AT 5% MAXIMUM DIAMETRIC DEFLECTION OF THE SPIGOT.</p>
11. RECORD DRAWINGS:	<p>A. THE CONTRACTOR SHALL PROVIDE ALL INFORMATION TO PREPARE RECORD DRAWING(S) INCLUDING SERVICE STUB LOCATIONS, TO SPACE(S). SPACE(S) SHALL PREPARE RECORDS AND SUBMIT TO APPROPRIATE PUBLIC AGENCIES. IF FINAL MEASUREMENTS INDICATE DEFICIENCIES, THE CONTRACTOR, AT HIS OWN COST, WILL ADJUST MANHOLES AND/OR SEWERS TO PROPER ELEVATIONS AND OTHERWISE CORRECT THE DEFICIENCIES.</p>
STORM SEWER NOTES	
1. GENERAL:	<p>A. ALL STORM SEWER PIPE SHALL BE PER MWD GENERAL NOTES ON SHEET S O PLAN SET.</p> <p>B. "BAND SEAL" OR SIMILAR COUPLINGS SHALL BE USED WHEN JOINING SEWER PIPES OF DISSIMILAR MATERIALS. "BAND-SEAL", "FERROD", AND "MISSION" TIE COUPLINGS SHALL NOT BE USED ON SEWER MAINS. CHANGES IN PIPE MATERIAL SHALL BE MADE AT A STRUCTURE.</p> <p>C. ALL STORM SEWERS ARE TO BE CONSTRUCTED USING A LASER INSTRUMENT TO MAINTAIN LINE AND GRADE.</p> <p>D. ALL FOOTING DRAIN AND SUMP PUMP DISCHARGE PIPES SHALL BE CONNECTED TO THE STORM SEWER SYSTEM. DOWNSPOUTS SHALL DISCHARGE TO THE GROUND.</p> <p>E. THE CONTRACTOR SHALL MAINTAIN AT LEAST THIRTY (30') FEET OF COVER OVER THE TOP OF SHALLOW PIPES AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL REMOVE ANY TOPS WHICH HAVE LESS THAN THREE (3) FEET OF COVER DURING CONSTRUCTION UNTIL THE AREA IS FINAL GRADED OR PAVED.</p>

STORM SEWER NOTES	
2. BEDDING:	<p>A. ALL STORM SEWERS SHALL BE INSTALLED ON A TYPE A GRANULAR BEDDING, 1/4" TO 3/4" IN SIZE (CA-13) WITH A MINIMUM THICKNESS EQUAL TO 1/4 THE OUTSIDE DIAMETER OF THE SEWER PIPE BUT NOT LESS THAN 4". BLOCKING OF ANY KIND FOR GRADE IS NOT PERMITTED. THE BEDDING MATERIALS SHALL BE COMPACTED TO 90% OF MODIFIED PROCTOR DENSITY. BEDDING SHALL EXTEND TO THE SPRINGLINE ON ALL DIP AND DIP PIPE. BEDDING SHALL EXTEND TO 12" OVER ANY PVC OR HDPE PIPE. COST OF BEDDING SHALL BE CONSIDERED INCIDENTAL TO THE COST OF PIPE. NO SEPARATE PAYMENT SHALL BE MADE FOR THIS.</p>
3. STRUCTURES:	<p>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. STRUCTURE JOINTS SHALL BE SEALED WITH O-RING OR BUTYL ROPE. A MAXIMUM OF EIGHT (8") INCHES OF ADJUSTING RINGS SHALL BE USED.</p> <p>B. A CONCRETE BENCH TO DIRECT FLOWS SHALL BE CONSTRUCTED IN THE BOTTOM OF ALL INLETS AND MANHOLES.</p> <p>C. THE FRAME, GRATE, AND/OR CLOSED LID SHALL BE CAST IRON OF THE STYLE SHOWN ON THE PLANS.</p> <p>D. MANHOLE LIDS SHALL BE MACHINE SURFACED, NON-ROCKING DESIGN. THE CLOSED LIDS SHALL HAVE THE WORD "STORM" CAST ON THE LID. THE JOINTS BETWEEN CONCRETE SECTION ADJUSTING RINGS, AND FRAME SHALL BE SEALED WITH A MASTIC COMPOUND.</p> <p>4. FRENCH DRAIN:</p> <p>A. FRENCH DRAINS ARE NOT ALLOWED IN COMBINED SEWER AREA PER MWD</p>
5. CASTINGS:	<p>A. CASTINGS FOR SEWER OR OTHER STRUCTURES SHALL BE "NEENAH" OR APPROVED EQUAL. COST OF CASTINGS SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE STRUCTURE. NO SEPARATE PAYMENT SHALL BE MADE FOR THIS ITEM.</p>
6. CLEANING:	<p>A. THE STORM SEWER SYSTEM SHALL BE THOROUGHLY CLEANED PRIOR TO FINAL INSPECTION AND TESTING.</p>
7. TELEVISION:	<p>A. THE STORM SEWER SYSTEM SHALL BE TELEVISIONED IF REQUIRED BY MUNICIPALITY.</p>
WATERMAIN NOTES	
1. PIPE MATERIALS:	<p>A. WATERMANS OR SERVICES 3" OR LARGER IN DIAMETER SHALL BE CONSTRUCTED OF BITUMINOUS COATED, CENTER LINE DUCTILE IRON PIPE, CLASS 52, CONFORMING TO ANSI A-21-50 (AWWA C150) AND ANSI A-21-51 (AWWA C151). CEMENT MORTAR LINING SHALL CONFORM TO ANSI A-21-4 (AWWA C-104). THE JOINTS SHALL BE O-RING GASKETED PUSH-ON OR MECHANICAL JOINTS CONFORMING TO ANSI A-21-11 (AWWA C-111).</p>
2. FITTINGS:	<p>A. ALL FITTINGS SHALL BE CAST-IRON, WITH MECHANICAL JOINTS AND "MICAL" RETAINER CLASPS, AND CEMENT LINED PER ANSI A-21-4. COST OF FITTINGS SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE PIPE.</p> <p>B. ALL DUCTILE IRON WATERMAIN AND FITTINGS SHALL BE WAPPED IN 8-MIL POLYETHYLENE WMAP. ALL MECHANICAL JOINT FITTINGS SHALL USE STAINLESS STEEL NUTS AND BOLTS. CONTINUITY WEDGES SHALL BE PROVIDED ON ALL WATERMANS. PAYMENT SHALL BE MADE AT THE CONTRACT UNIT PRICE PER LINEAL FOOT OF WATERMAIN COMPLETE IN PLACE.</p>
3. WATER SERVICES:	<p>A. WATER SERVICE PIPE, 2" IN DIAMETER OR SMALLER, SHALL BE TYPE K COPPER WATER TUBING, CONFORMING TO ASTM B-88 AND B-251, WITH COMPRESSION OR FLARED JOINTS.</p>
4. VALVES:	<p>A. GATE VALVES SHALL BE USED ON ALL WATERMAIN 3" AND LARGER. ALL VALVES SHALL TURN COUNTER-CLOCKWISE TO OPEN. VALVES SHALL BE IRON BODY RESILIENT WEDGE GATE VALVES WITH BRONZE MOUNTED SEATS AND NON-RISING STEMS CONFORMING TO AWWA C-509. THE VALVES SHALL HAVE MECHANICAL JOINTS.</p> <p>B. THE MECHANICAL JOINTS AND ALL FASTENERS ON THE VALVE BODY SHALL HAVE STAINLESS STEEL NUTS AND BOLTS.</p>
5. VALVE VAULTS:	<p>A. VALVE VAULTS SHALL BE PRECAST CONCRETE STRUCTURES AS NOTED ON THE PLANS. THE FRAME AND LID SHALL BE NEENAH R-1712, OR EQUAL, WITH "WATER" EMBOSSED ON THE LID.</p>
6. FIRE HYDRANTS:	<p>A. FIRE HYDRANTS SHALL CONFORM TO AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARD NO. C-502, LATEST REVISION, AND SHALL BE A MODIFIED "K" TYPE. THE HYDRANTS SHALL BE APPROVED BY THE MUNICIPALITY. FIRE HYDRANTS SHALL BE INSTALLED WITH AN AUXILIARY VALVE AND CAST IRON VALVE BOX. THE PUMPER CONNECTION SHALL FACE TOWARD W.</p> <p>B. PROVIDE THE RODS FROM THE MAINLINE TEE TO THE AUXILIARY VALVE, AND BETWEEN THE AUXILIARY VALVE AND HYDRANT BARREL, WHERE NOT BOLTED TOGETHER.</p> <p>C. THE BREAK FLANGE AND ALL BELOW GRADE FITTINGS SHALL HAVE STAINLESS STEEL NUTS AND BOLTS.</p>
7. CORPORATION STOPS:	<p>A. CORPORATION STOPS SHALL BE BRONZE BODY KEY STOPS CONFORMING TO AWWA C-800, AND SHALL INCLUDE "J" BEND, TAIL PIECE, AND COMPRESSION FITTINGS. SIZE AND LOCATION AS SHOWN ON PLANS.</p> <p>B. TAPPING SADDLES SPECIFICALLY DESIGNED FOR USE WITH PVC PIPE SHALL BE IN CONJUNCTION WITH THE CORPORATION STOP.</p>
8. SERVICE BOX:	<p>A. PROVIDE CURB VALVE AND CURB BOX AS INDICATED ON THE PLANS. BOX SHALL BE EXTENSION TYPE WITH FOOT PIECE AND STATIONARY RODS FOR SIX (6") FEET OF BURY.</p> <p>B. MAXIMUM DEFLECTION AT PIPE JOINTS SHALL BE IN ACCORDANCE WITH PIPE MANUFACTURER'S CURRENT RECOMMENDATIONS AND AWWA SPECIFICATIONS.</p>
9. BEDDING:	<p>A. ALL DUCTILE IRON WATERMAIN SHALL HAVE COARSE SAND BEDDING EXTENDED TO AT LEAST SIX INCHES (6") ABOVE THE TOP OF THE PIPE. COST OF BEDDING SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THIS PIPE. NO SEPARATE PAYMENT SHALL BE MADE FOR THIS ITEM.</p> <p>B. GRANULAR BEDDING MATERIAL OR GRANULAR BACKFILL MATERIAL SHALL BE CAREFULLY PLACED TO 12" OVER THE TOP OF THE PIPE BEFORE FINAL BACKFILLING AND COMPACTION.</p> <p>C. A MINIMUM DEPTH OF COVER OF 5'-6" SHALL BE MAINTAINED OVER THE WATER LINES. THE MAXIMUM COVER SHALL BE EIGHT (8") FEET EXCEPT AT SPECIAL CROSSINGS.</p> <p>D. CONCRETE THRUST BLOCKING SHALL BE INSTALLED ON WATERMAIN AT ALL BENDS, TEE, ELBOWS, ETC.</p>
10. IEPA WATERMAIN PROTECTION:	<p>A. HORIZONTAL SEPARATION</p> <ol style="list-style-type: none"> a) WATERMANS SHALL BE LAID AT LEAST TEN FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED DRAIN, STORM SEWER, SANITARY SEWER OR SEWER SERVICE CONNECTION. b) WATERMANS MAY BE LAID OVER OR UNDER A SEWER LINE WHEN: <ol style="list-style-type: none"> 1) LOCAL CONDITIONS PREVENT A LATERAL SEPARATION OF TEN FEET; 2) THE WATERMAIN INVERT IS AT LEAST 18 INCHES ABOVE THE CROWN OF THE SEWER; AND 3) THE WATERMAIN SHALL BE MAINTAINED IN A SEPARATE TRENCH OR IN THE SAME TRENCH ON AN UNDISTURBED EARTH SHELVE LOCATED TO ONE SIDE OF THE SEWER. c) BOTH THE WATERMAIN AND DRAIN OR SEWER SHALL BE CONSTRUCTED WITH PIPE EQUIVALENT TO WATERMAIN STANDARDS OF CONSTRUCTION WHEN IT IS IMPOSSIBLE TO MEET (a) OR (b) ABOVE. THE DRAIN OR SEWER SHALL BE PRESSURE TESTED TO THE MAXIMUM EXPECTED SURCHARGE HEAD ABOVE BACKFILLING. <p>B. VERTICAL SEPARATION</p> <ol style="list-style-type: none"> a) A WATERMAIN SHALL BE LAID SO THAT ITS INVERT IS 18 INCHES ABOVE THE CROWN OF THE DRAIN OR SEWER WHENEVER WATERMANS CROSS STORM SEWERS, SANITARY SEWERS OR SEWER SERVICE CONNECTIONS. b) THE VERTICAL SEPARATION SHALL BE MAINTAINED FOR THE PORTION OF THE WATERMAIN LOCATED WITHIN TEN FEET HORIZONTALLY OF ANY SEWER OR DRAIN CROSSED. A LENGTH OF WATERMAIN PIPE SHALL BE CENTERED OVER THE SEWER TO BE CROSSED WITH JOINTS EQUIDISTANT FROM THE SEWER OR DRAIN. c) BOTH THE WATERMANS AND SEWER SHALL BE CONSTRUCTED WITH PIPE EQUIVALENT TO WATERMAIN STANDARDS OF CONSTRUCTION WHEN: <ol style="list-style-type: none"> 1) IT IS IMPOSSIBLE TO OBTAIN THE PROPER VERTICAL SEPARATION AS DESCRIBED IN (a) ABOVE; OR 2) THE WATERMAIN PASSES UNDER A SEWER OR DRAIN. d) A VERTICAL SEPARATION OF 18 INCHES BETWEEN THE INVERT OF THE SEWER OR DRAIN AND THE CROWN OF THE WATERMAIN SHALL BE MAINTAINED WHERE A WATERMAIN CROSSES UNDER SEWER. SUPPORT THE SEWER OR DRAIN LINES TO PREVENT SETTLING AND BREAKING THE WATER MAIN. e) CONSTRUCTION SHALL EXTEND ON EACH SIDE OF THE CROSSING UNTIL THE NORMAL DISTANCE FROM THE WATERMAIN TO THE SEWER OR DRAIN LINE IS AT LEAST TEN FEET.
11. TESTING:	<p>A. ALL WATERMANS SHALL BE PRESSURE TESTED, FLUSHED AND DISINFECTED IN ACCORDANCE WITH AWWA AND MUNICIPAL SPECIFICATIONS. EACH VALVE SECTION SHALL BE PRESSURE TESTED FOR A MINIMUM OF 4 HOURS. ALLOWABLE LEAKAGE IS TO BE ONLY THAT WHICH IS SPECIFIED IN THE STANDARD SPECIFICATIONS FOR WATERMAIN CONSTRUCTION IN ILLINOIS. AT NO TIME IS THERE TO BE ANY VISIBLE LEAKAGE FROM THE MAIN.</p> <p>B. BRASS WEDGES BETWEEN WATERMAIN PIPE JOINTS SHALL BE REQUIRED.</p> <p>C. CONTRACTOR IS RESPONSIBLE FOR PRESSURE TESTING AGAINST EXISTING WATER VALVES.</p>

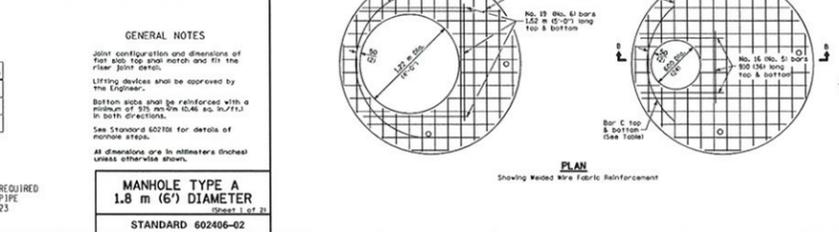
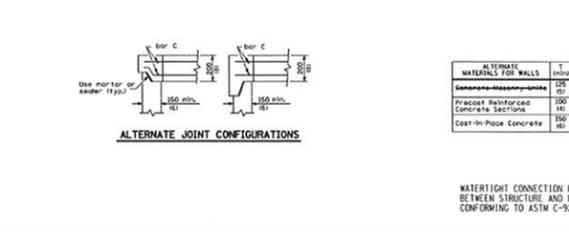
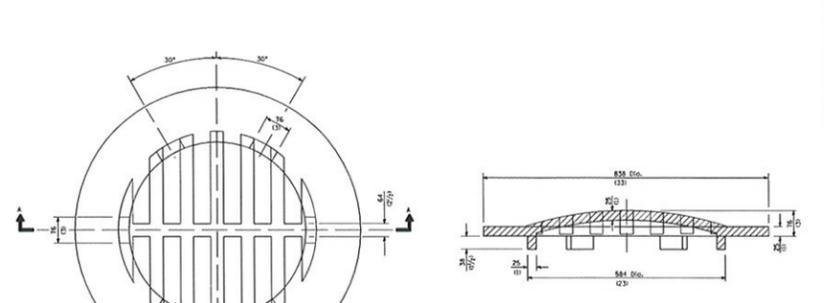
NO.	DATE	REMARKS
2	10/21/14	PER PUBLIC WORKS MEETING
1	10/13/14	PER VILLAGE REVIEW
NO.	DATE	REMARKS

SPECIFICATIONS
UPTOWN LA GRANGE
LA GRANGE, IL

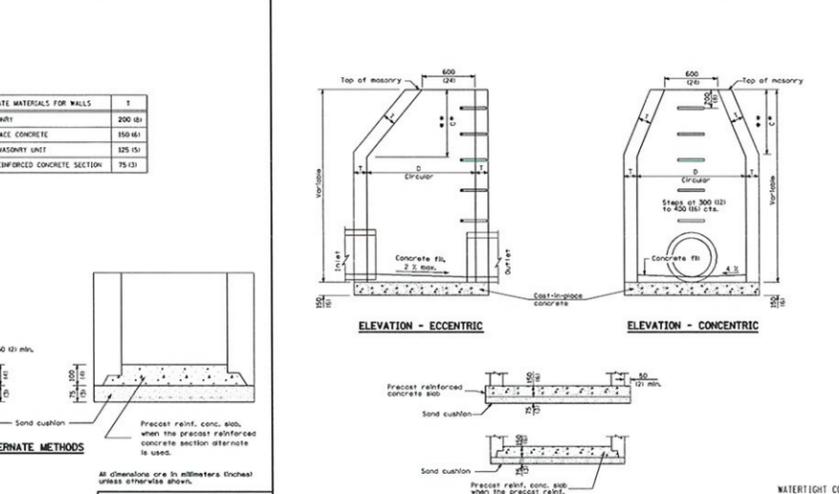
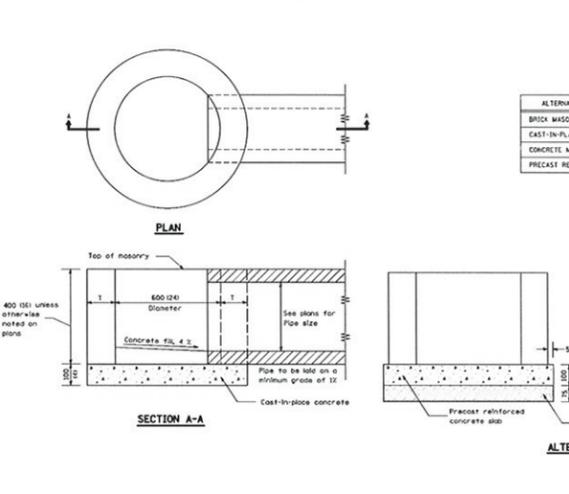
CONSULTING ENGINEERS
SITE DEVELOPING ENGINEERS
LAND SURVEYORS



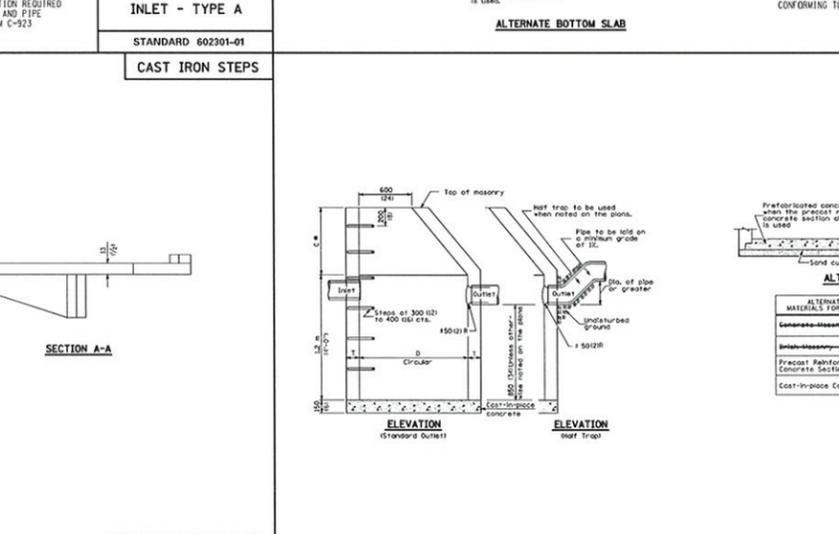
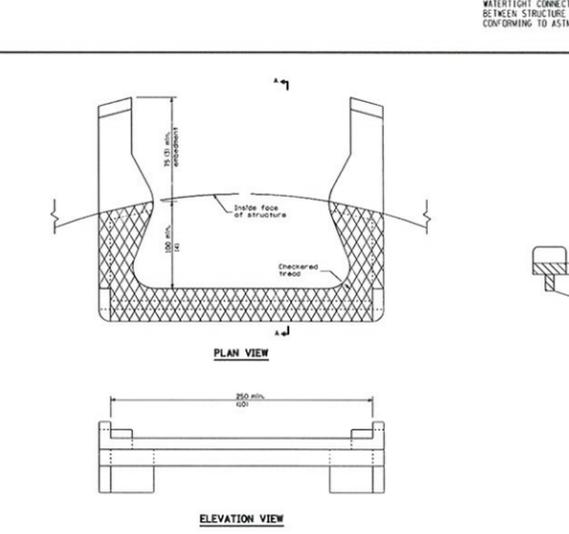
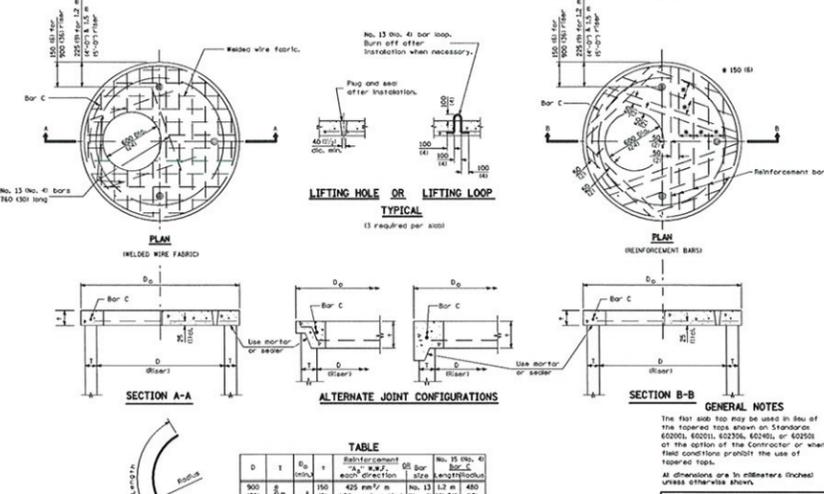
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600	200	2344 sq. mm/ft ²	No. 11	183
420	100	1260 sq. mm/ft ²	No. 6	150
1.2 m	200	1736 sq. mm/ft ²	No. 11	183
1.4-0'7"	100	1020 sq. mm/ft ²	No. 6	150



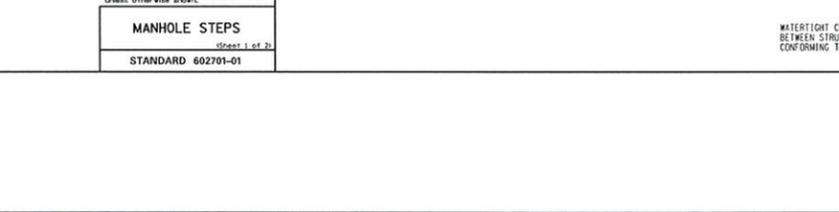
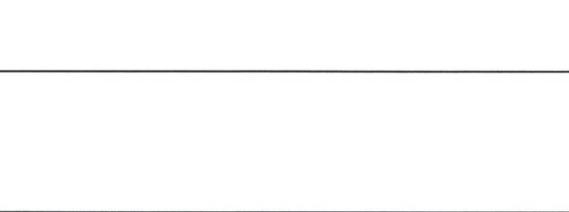
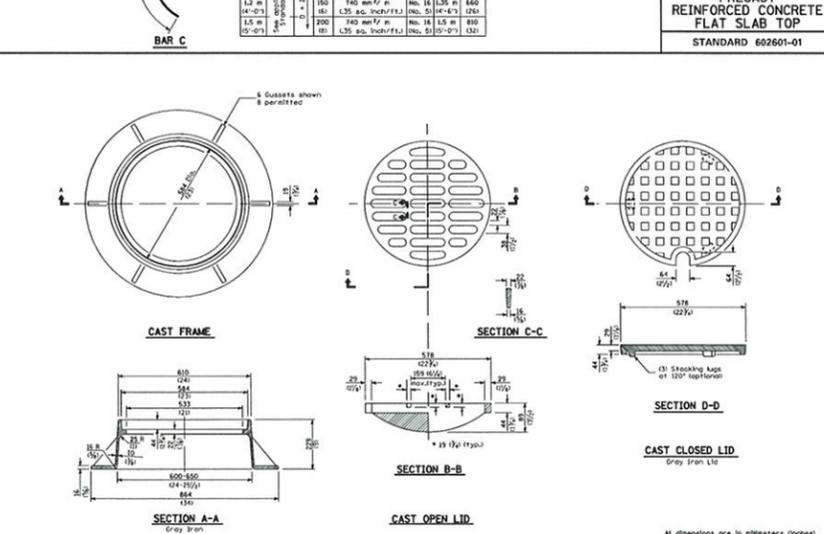
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1.4-0'7"	100	1020 sq. mm/ft ²	No. 6	150



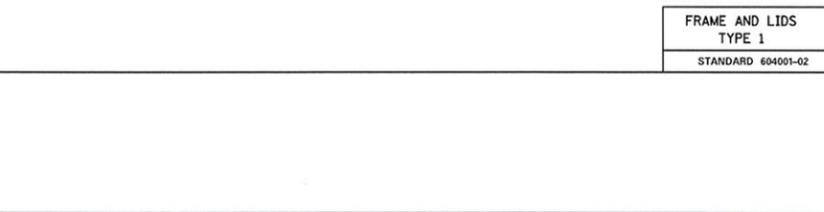
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1.5 m	150	1020 sq. mm/ft ²	No. 6	150



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NO.	DATE	REMARKS
2	10/21/14	PER PUBLIC WORKS MEETING

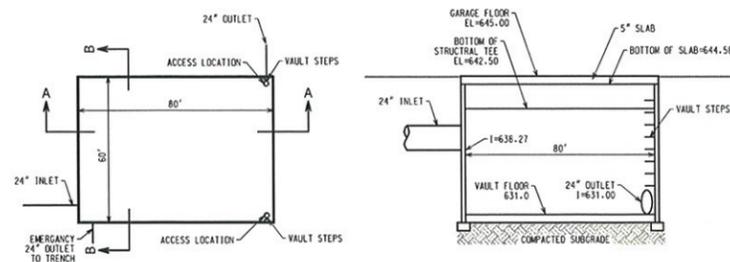
DETAIL 1
UPTOWN LA GRANGE
 LA GRANGE, IL

CONSULTING ENGINEERS
 SITE DEVELOPMENT ENGINEERS
 LAND SURVEYORS
 9525 W. Higgins Road, Suite 700,
 Rosemont, Illinois 60018
 Phone: (847) 694-4040 Fax: (847) 694-4045



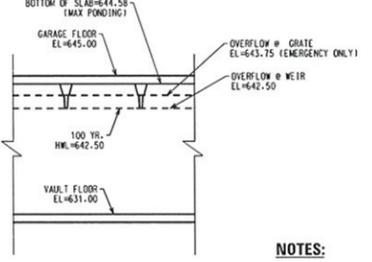
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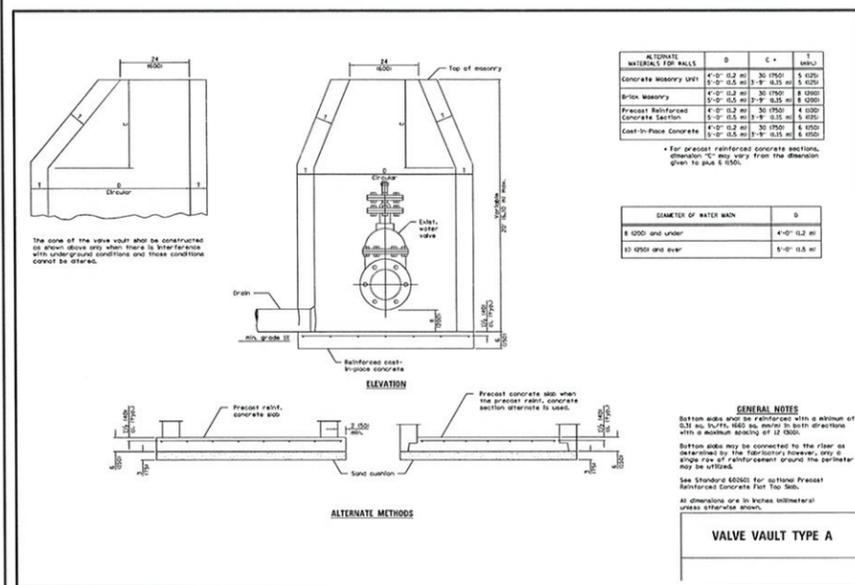
THRU A - A



THRU B - B

STORMWATER VAULT SECTION SCHEMATIC
N.T.S.

- NOTES:**
- SEE UTILITY PLAN (UT1) 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 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 VENTS.
 - RESILIENT WATERTIGHT CONNECTION REQUIRED BETWEEN STRUCTURE AND PIPES PER ASTM C-923.



GENERAL NOTES

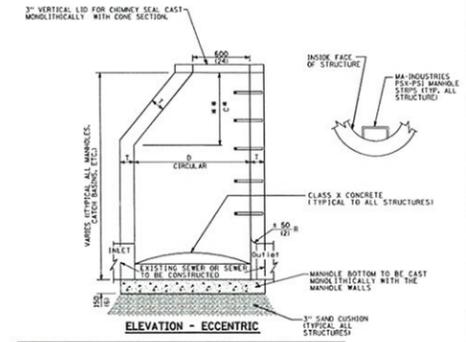
Bottom slab shall be reinforced with a minimum of 5#1 @ 12" O.C. with 5#4 @ 12" O.C. in both directions with a number density of 12" O.C.

Bottom slab may be connected to the floor as determined by the fabricator however, any 4" slope rise of reinforcement around the perimeter shall be provided.

See Standard 60260 for surface Precast Reinforced Concrete Flat Top.

All dimensions are in inches unless otherwise shown.

VALVE VAULT TYPE A



ELEVATION - ECCENTRIC

- NOTES:**
- SEWER PIPE TO BE CARRIED THROUGH MANHOLE TO 6" OUTLET JACK, FOLLOWED BY 3" LONG SLABS ON EITHER END (SANITARY MANHOLE PRECAST ONLY).
 - MANHOLES TO HAVE PRECAST "ROUNDER ROOTS" AT ALL PIPE CONNECTIONS CONFORMING TO ASTM C-923.
 - MANHOLES TO HAVE "CRETEK" EXTERNAL MANHOLE COVER SEAL OR "HYDRAL" EXTERNAL COVER SEAL AS MANUFACTURED BY MAR MAC CONSTRUCTION PRODUCTS, INC.
 - "MAR MAC" EXTERNAL SEAL BANDS AS MANUFACTURED BY MAR MAC MANUFACTURING SHALL BE CENTERED OVER ALL PRECAST MANHOLE SECTION JOINTS. THE MINIMUM WIDTH OF THE EXTERNAL SEAL BANDS SHALL BE 600 INCHES.
- SEE STANDARD 60260 FOR DETAILS OF STEPS.
DIMENSION "C" FOR PRECAST REINFORCED CONCRETE SECTIONS MAY VARY FROM THE DIMENSION GIVEN TO PLUS 150 MM (6").
SEE STANDARD 60260 FOR OPTIONAL PRECAST REINFORCED CONCRETE FLAT SLAB TOP.
- ALL DIMENSIONS ARE IN MILLIMETERS (INCHES) UNLESS OTHERWISE SHOWN.

SANITARY MANHOLE TYPE A
STANDARD 602401

Series TF-1 Tideflex® Check Valve

Features & Benefits

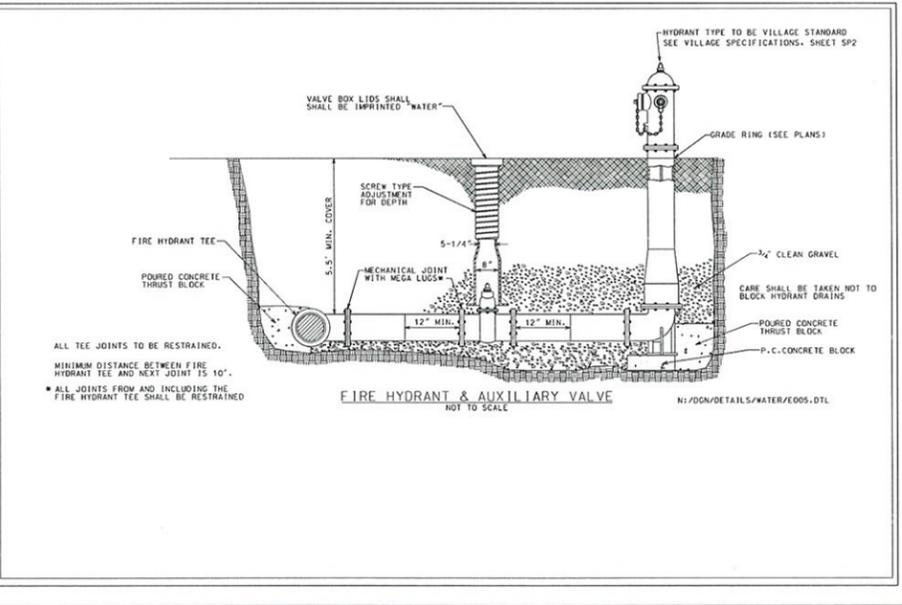
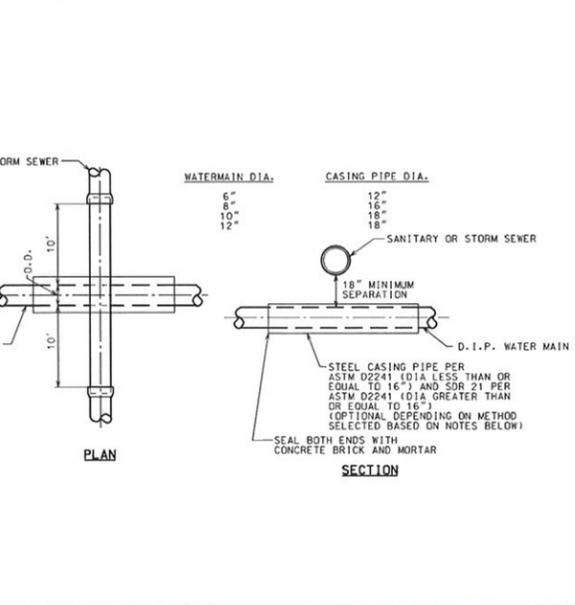
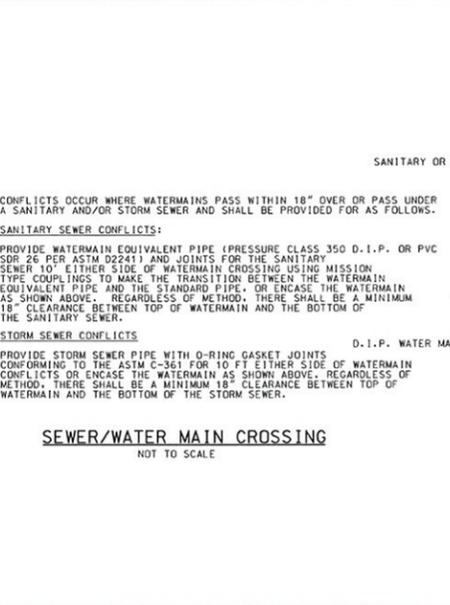
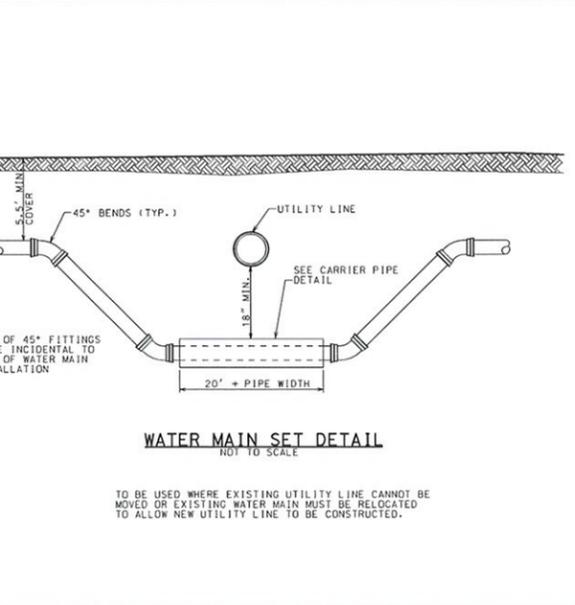
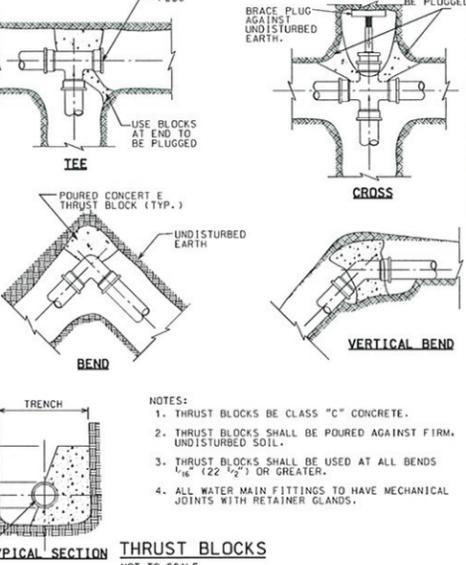
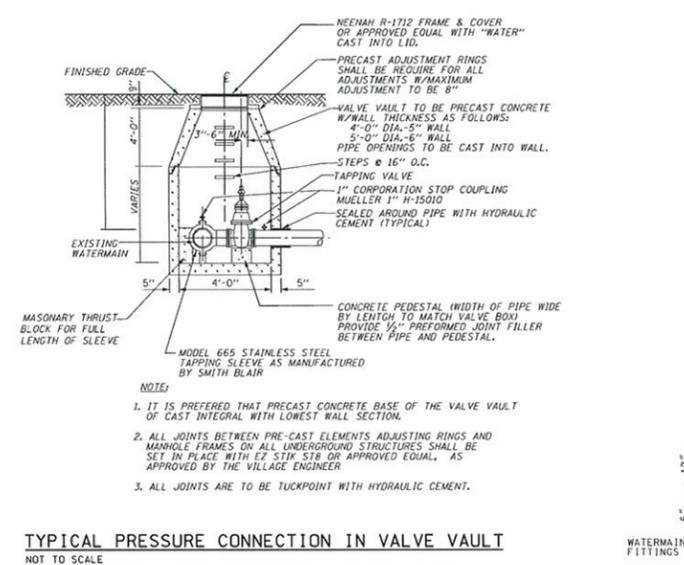
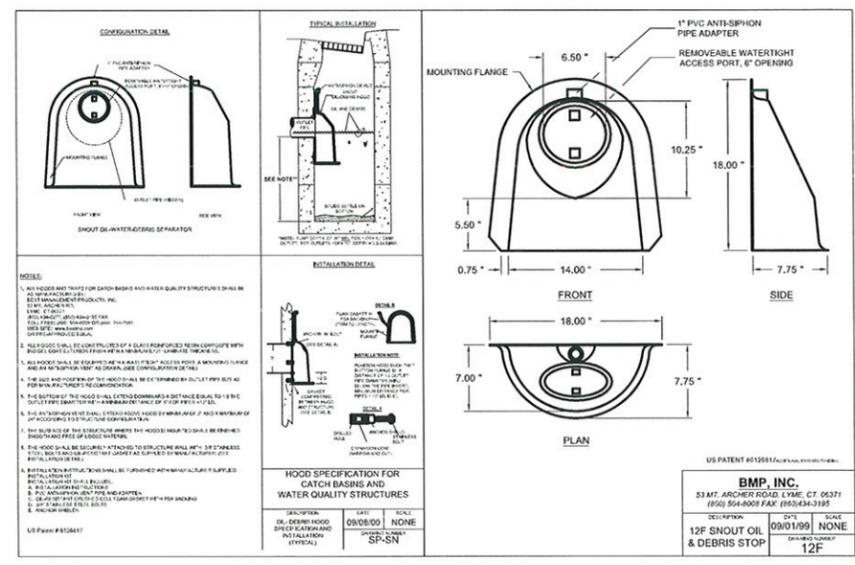
- Ideal for manhole installation
- Lightweight, all-enclosure design
- Seal around extruded solids
- Cost-effective, maintenance-free design

Materials of Construction

- Elements available in:
 - Poly Glass Rubber, Neoprene, Hypalon, Chlorobutyl, Buna-N, Viton, and EPDM

Dimensions Series TF-1 Tideflex® Check Valve

Line Size	Manhole Diameter	Manhole Depth	Manhole Length	Manhole Weight
12"	18"	18"	18"	12"
14"	20"	20"	20"	16"
16"	22"	22"	22"	20"
18"	24"	24"	24"	24"
20"	26"	26"	26"	28"
22"	28"	28"	28"	32"
24"	30"	30"	30"	36"
26"	32"	32"	32"	40"
28"	34"	34"	34"	44"
30"	36"	36"	36"	48"



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

955 W. Highway Road, Suite 700,
Rochester, MN 55901
Phone: (847) 694-0400 Fax: (847) 694-0405

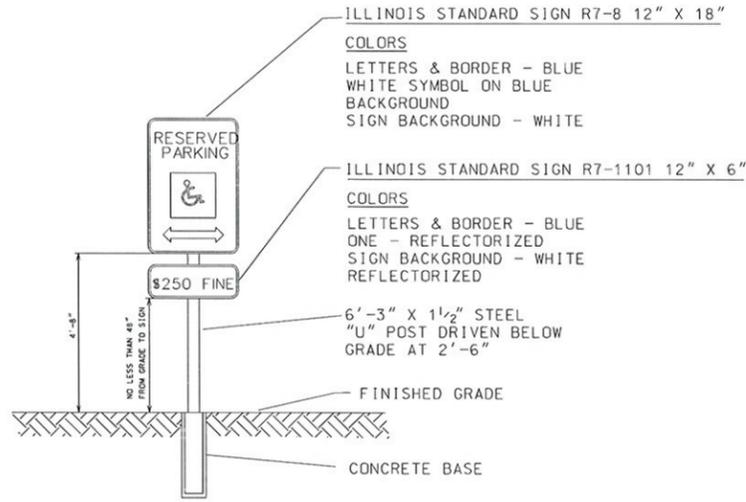
SPACECO INC.

FILENAME: 7982DET02.dgn
DATE: 09/26/14
JOB NO. 7982
SHEET D2
23 OF 27

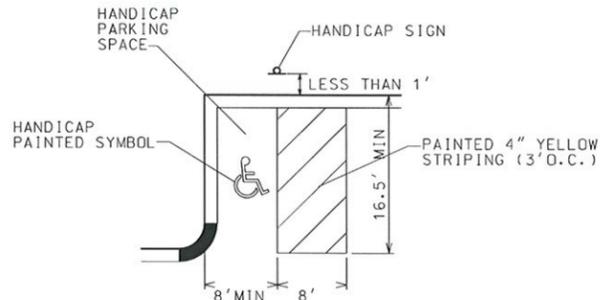
DETAIL 2
UPTOWN LA GRANGE
LA GRANGE, IL

NO. DATE REMARKS
2 10/21/14 PER PUBLIC WORKS MEETING
1 10/13/14 PER VILLAGE REVIEW

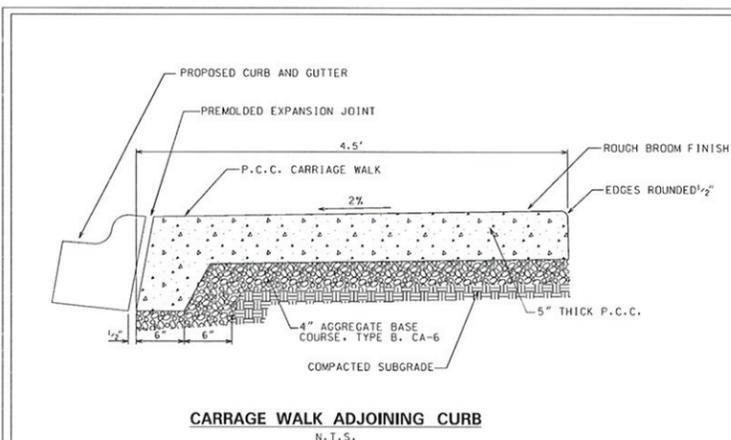
5-A.85



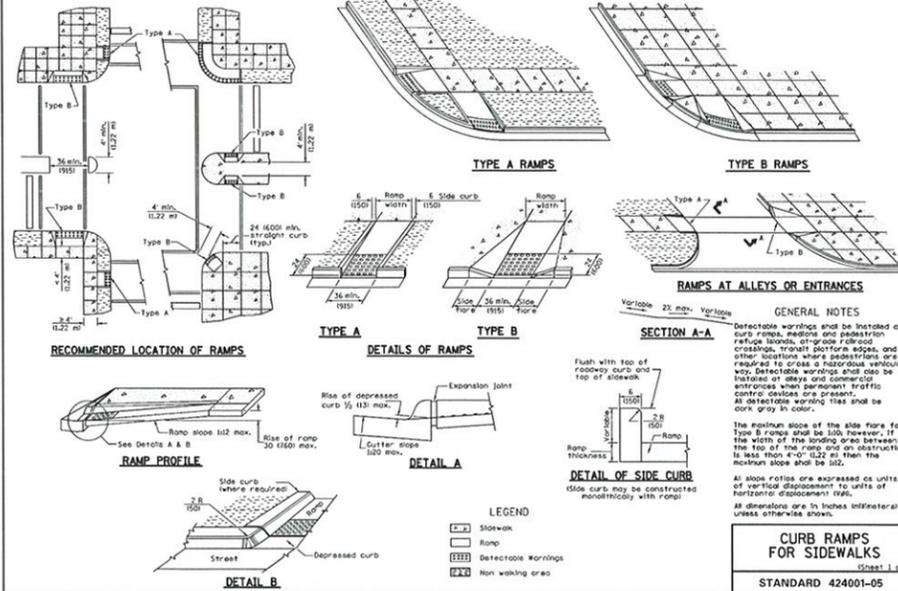
ACCESSIBLE PARKING SIGN DETAIL
NOT TO SCALE



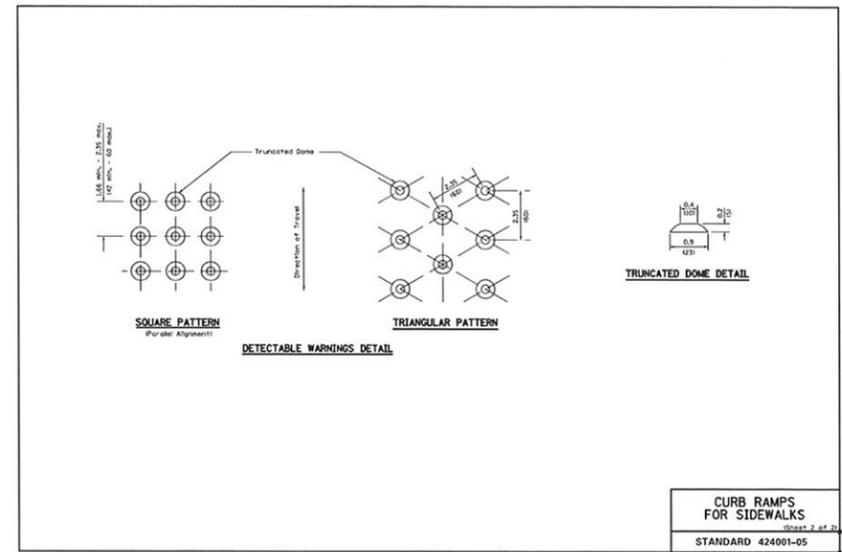
ACCESSIBLE PARKING DETAIL
NOT TO SCALE



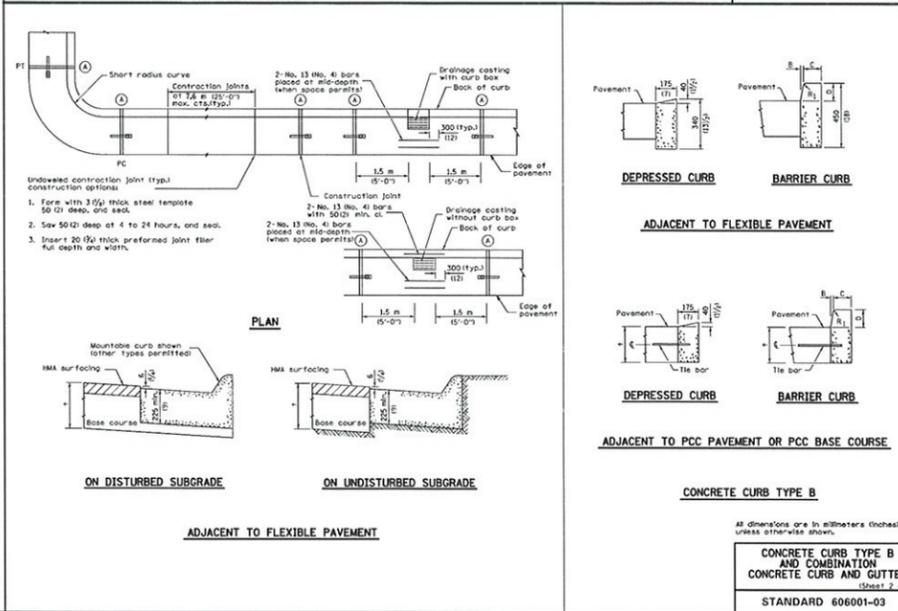
CARRAGE WALK ADJOINING CURB
N.T.S.



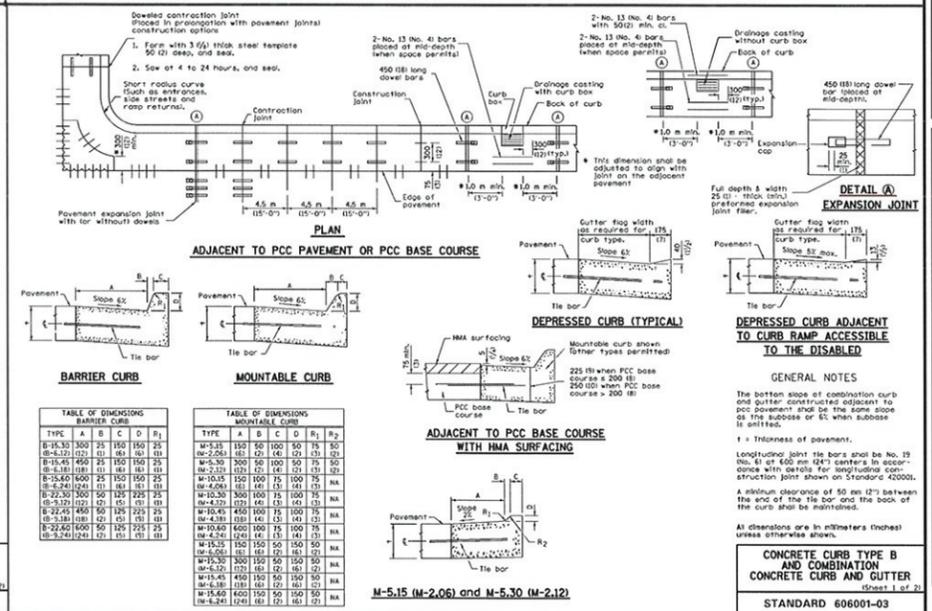
CURB RAMP FOR SIDEWALKS
STANDARD 424001-05



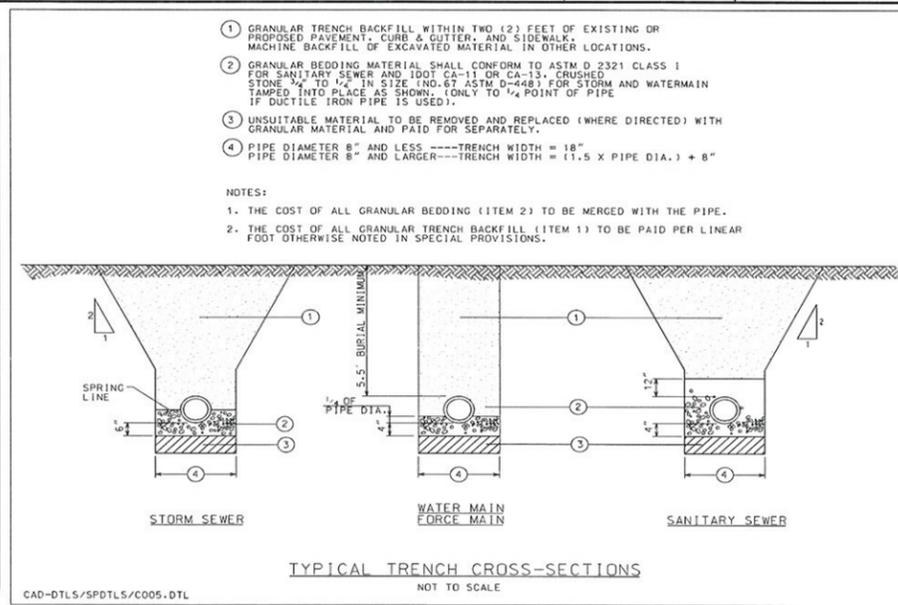
CURB RAMP FOR SIDEWALKS
STANDARD 424001-05



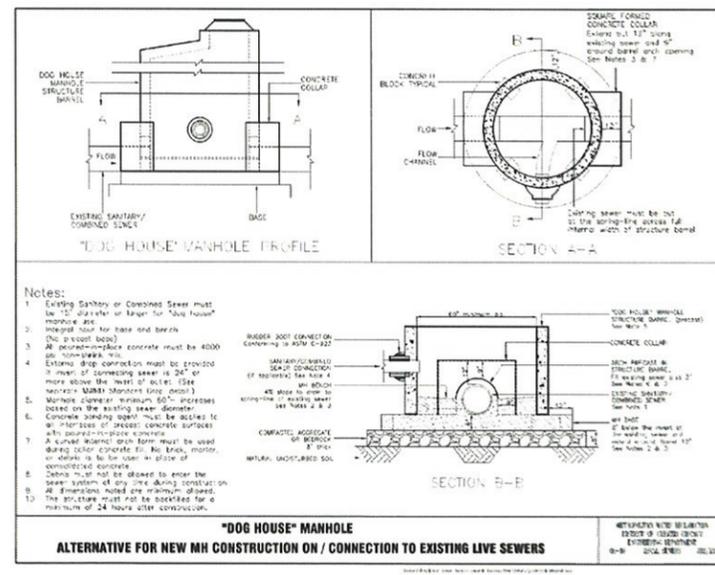
CONCRETE CURB TYPE B AND COMBINATION
CONCRETE CURB AND GUTTER
STANDARD 606001-03



CONCRETE CURB TYPE B AND COMBINATION
CONCRETE CURB AND GUTTER
STANDARD 606001-03



TYPICAL TRENCH CROSS-SECTIONS
NOT TO SCALE



"DOG HOUSE" MANHOLE
ALTERNATIVE FOR NEW MH CONSTRUCTION ON / CONNECTION TO EXISTING LIVE SEWERS

NO.	DATE	REMARKS

NO.	DATE	REMARKS
2	10/21/14	PER PUBLIC WORKS MEETING
1	10/13/14	PER VILLAGE REVIEW

NO.	DATE	REMARKS

NO.	DATE	REMARKS

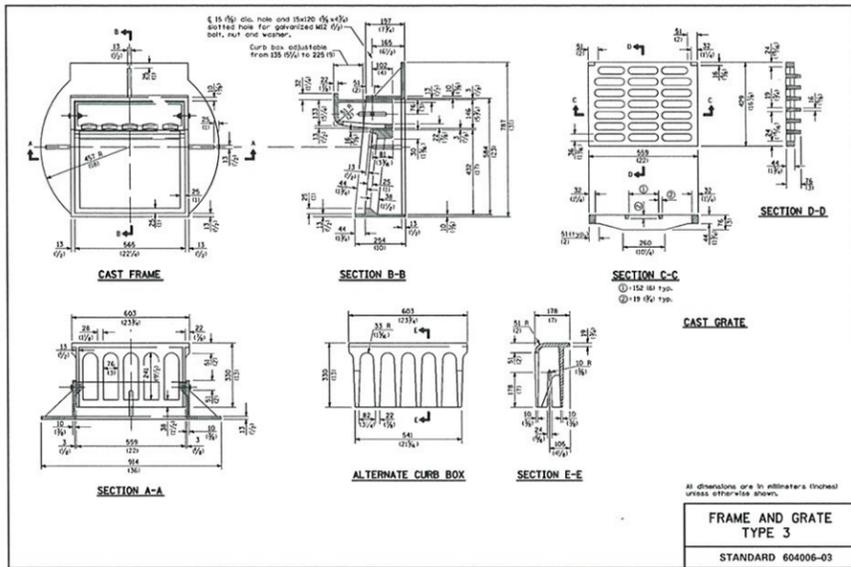
DETAIL 3
UPTOWN LA GRANGE
LA GRANGE, IL

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
9575 W. Higgins Road, Suite 700
Rosemont, Illinois 60018
Phone: (847) 696-6060 Fax: (847) 696-6065



FILENAME:
7982DET03.dgn
DATE:
09/26/14
JOB NO.
7982
SHEET
D3
24 OF 27

5-A.86



Downstream Defender®
Advanced vortex separation maximizes sediment removal while controlling costs.

Product Profile

The Downstream Defender® is an advanced vortex separator used to treat stormwater runoff. It is designed to remove sediment, debris, and other pollutants from stormwater runoff. The Downstream Defender® has a unique design that allows it to be installed in a trench or under a grate. It is made of heavy-duty cast iron and is designed to last for many years.

Components

- 1. Inlet Frame
- 2. Chamber
- 3. Outlet Pipe
- 4. Sediment Storage Tank
- 5. Access Lid
- 6. Access Lid

Advantages

- Removes sediment, debris, and other pollutants from stormwater runoff.
- Easy to install and maintain.
- Long life expectancy.
- Low maintenance requirements.
- Low cost.

How it Works

Advanced hydrodynamic vortex separation is a complex hydraulic process that separates debris and sediment from stormwater runoff. The Downstream Defender® uses a unique design to create a vortex that separates debris and sediment from the water. The debris and sediment are collected in a sediment storage tank and can be removed easily.

Oil and other floating pollutants are captured and stored in the sediment storage tank. The Downstream Defender® is designed to be installed in a trench or under a grate. It is made of heavy-duty cast iron and is designed to last for many years.

Oil and other floating pollutants are captured and stored in the sediment storage tank. The Downstream Defender® is designed to be installed in a trench or under a grate. It is made of heavy-duty cast iron and is designed to last for many years.

Downstream Defender®

Downstream Defender® Design

The Downstream Defender® is designed with a unique design that allows it to be installed in a trench or under a grate. It is made of heavy-duty cast iron and is designed to last for many years.

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R-4993 & R-4994 Superior Durability Frame Series

FOR AIRPORTS, PORTS, INDUSTRIAL SITES AND ROADS

The R-4993 & R-4994 Superior Durability Frame Series are designed for use in airports, ports, industrial sites, and roads. They are made of heavy-duty cast iron and are designed to last for many years.

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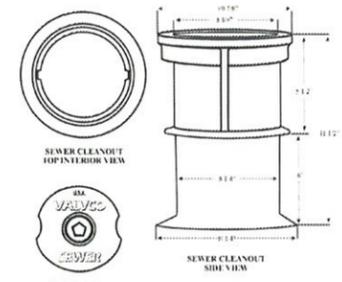


Figure # 888 Locking Sewer Cleanout

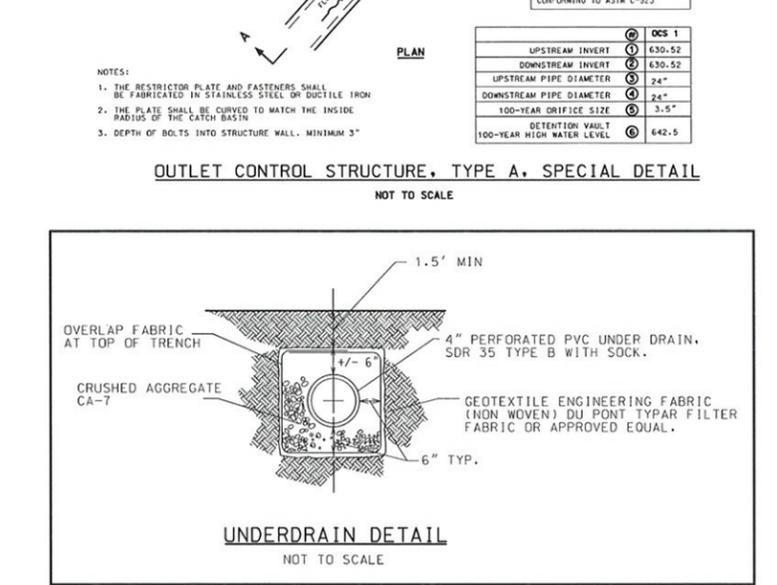
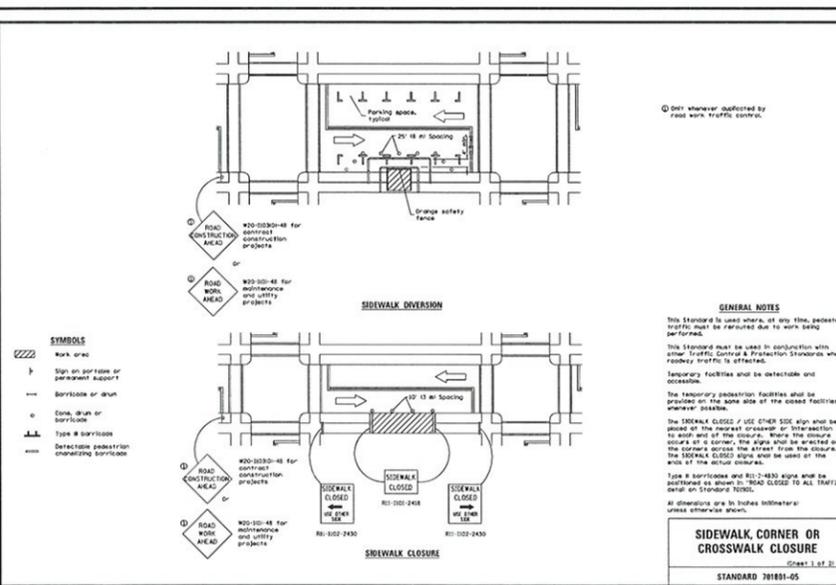
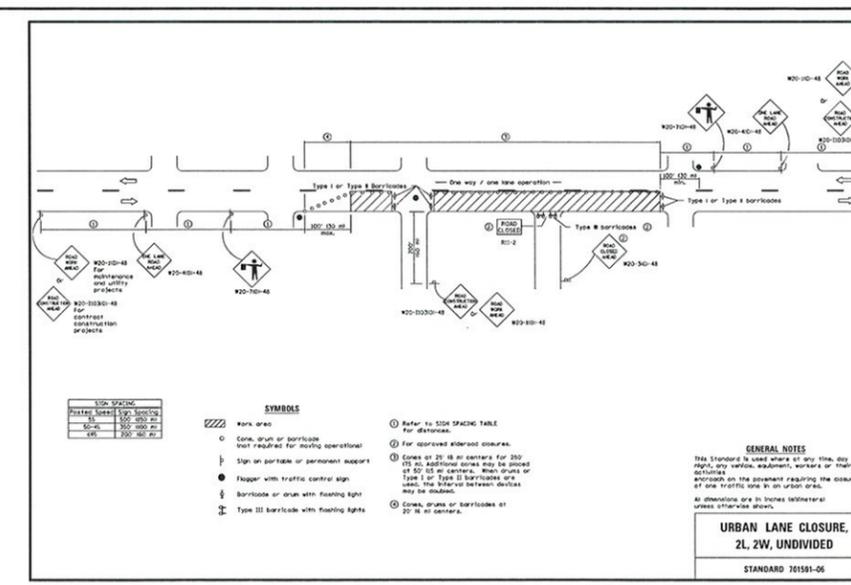
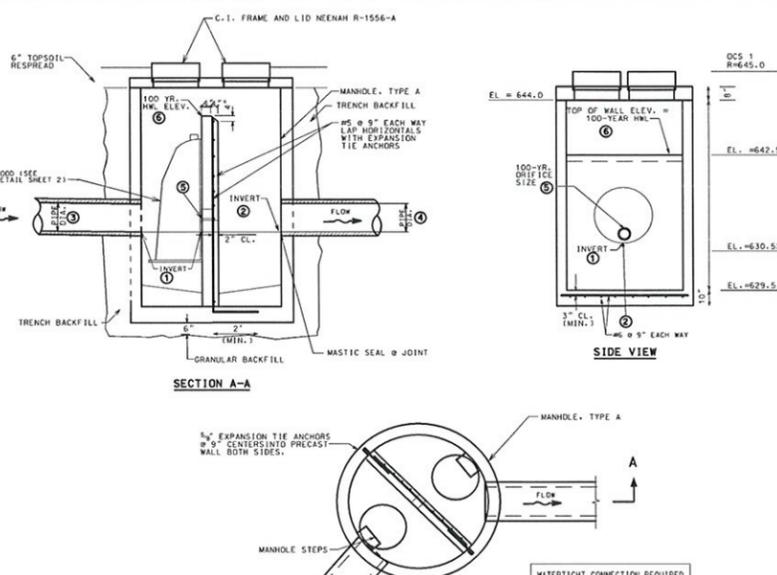
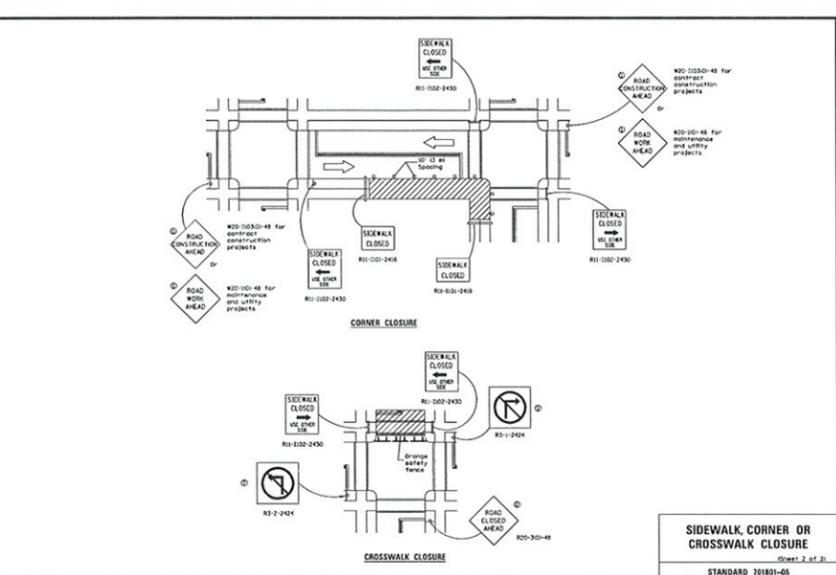
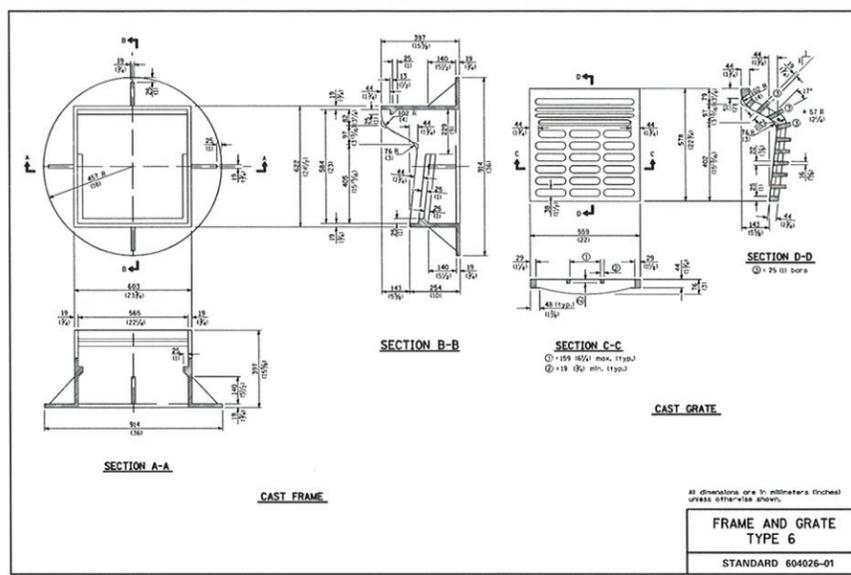
Check with local authority for any restrictions on use.

Check with local authority for any restrictions on use.

Check with local authority for any restrictions on use.

Check with local authority for any restrictions on use.

Check with local authority for any restrictions on use.



DETAIL 4

UPTOWN LA GRANGE
LA GRANGE, IL

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9375 W. Higgins Road, Suite 200
Chicago, IL 60634
Phone: (847) 694-4000 Fax: (847) 694-4045

SPACECO INC.

FILENAME: 7982DET04.dgn

DATE: 09/26/14

JOB NO: 7982

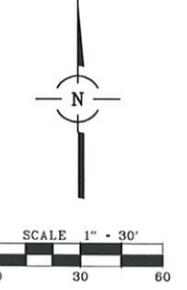
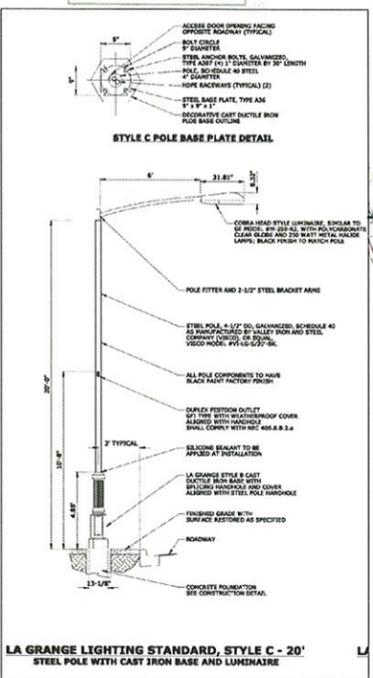
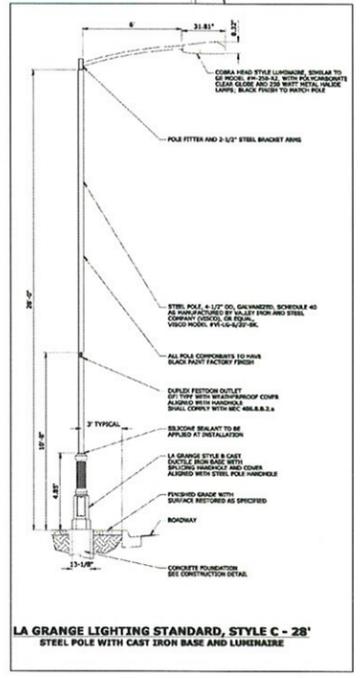
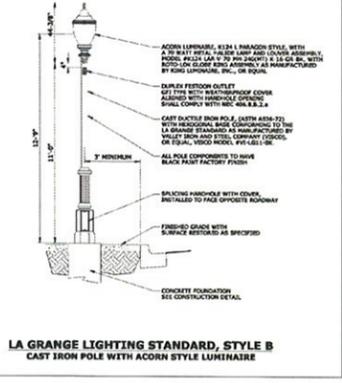
SHEET **D4**

25 OF 27

5-A.87

NOTES:

1. LIGHT POLE LOCATIONS PROVIDED BY OWNER PER LANDSCAPE PLAN.
2. PLAN IS FOR COORDINATION PURPOSES ONLY. DESIGN OF WIRING AND PHOTOMETRICS TO BE COMPLETED BY OTHERS.
3. PHOTOMETRICS PLAN TO BE PREPARED BY DEVELOPER CONSULTANT AND SUBMITTED TO VILLAGE OF LA GRANGE. ALL VILLAGE LIGHTING REQUIREMENTS (POLE TYPE, LIGHTING LEVELS, LOCATIONS, ETC.) MUST BE MET. ADDITIONAL LIGHTING TO BE INSTALLED AS NECESSARY IN PRIVATE & PUBLIC AREAS TO MEET VILLAGE REQUIREMENT.
4. ALL PEDESTRIAN LIGHTING IS PRIVATE INFRASTRUCTURE. CONDUIT LOCATIONS TO BE PROVIDED AS PART OF PEDESTRIAN LIGHTING DESIGN.
5. DEVELOPER WILL FURNISH & INSTALL THE PARKING LOT LIGHTS; VILLAGE TO MAINTAIN.



N. LA GRANGE RD.

PROPOSED RETAIL BUILDING

PROPOSED RESIDENTIAL BUILDING

LOCUST AVE.

E. OGDEN AVE.

PEDESTRIAN LIGHT (See Village Standard)

PEDESTRIAN LIGHT (See Village Standard)

EXISTING LIGHT POLE TO REMAIN

RELOCATE EX. STREET LIGHT PER IDOT PERMIT SUBMITTAL REQUIREMENTS. LOCATION 100

PEDESTRIAN LIGHT (See Village Standard)

EXISTING LIGHT POLE TO REMAIN

PEDESTRIAN LIGHT (See Village Standard)

PEDESTRIAN LIGHT (See Village Standard)

EXISTING LIGHT POLE TO REMAIN

PROPOSED BENCH (TYPICAL) SEE LANDSCAPE PLANS FOR DETAIL

PROPOSED RECEPTICAL (TYPICAL) SEE LANDSCAPE PLANS FOR DETAIL

PROPOSED PARKING LOT LIGHT POLE (TYPE "C") EXACT LOCATION & HEIGHT TO BE DESIGNED BY OTHERS AS PART OF PHOTOMETRIC PLAN

EXISTING LIGHT ON UTILITY POLE TO BE REMOVED AS PART OF INSTALLING ELECTRICAL CONDUIT INSTALLATION

EXISTING LIGHT ON UTILITY POLE TO BE REMOVED AS PART OF INSTALLING ELECTRICAL CONDUIT INSTALLATION

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EXISTING LIGHT ON UTILITY POLE TO BE REMOVED AS PART OF INSTALLING ELECTRICAL CONDUIT INSTALLATION

CONTRACTOR TO COORDINATE THE RELOCATION OF THE POLE MOUNTED TRANSFORMER AT LOCUST

EXISTING LIGHT ON UTILITY POLE TO BE REMOVED AS PART OF INSTALLING ELECTRICAL CONDUIT INSTALLATION

NO.	DATE	REMARKS
2	10/21/14	PER PUBLIC WORKS MEETING
1	10/13/14	PER VILLAGE REVIEW

NO.	DATE	REMARKS
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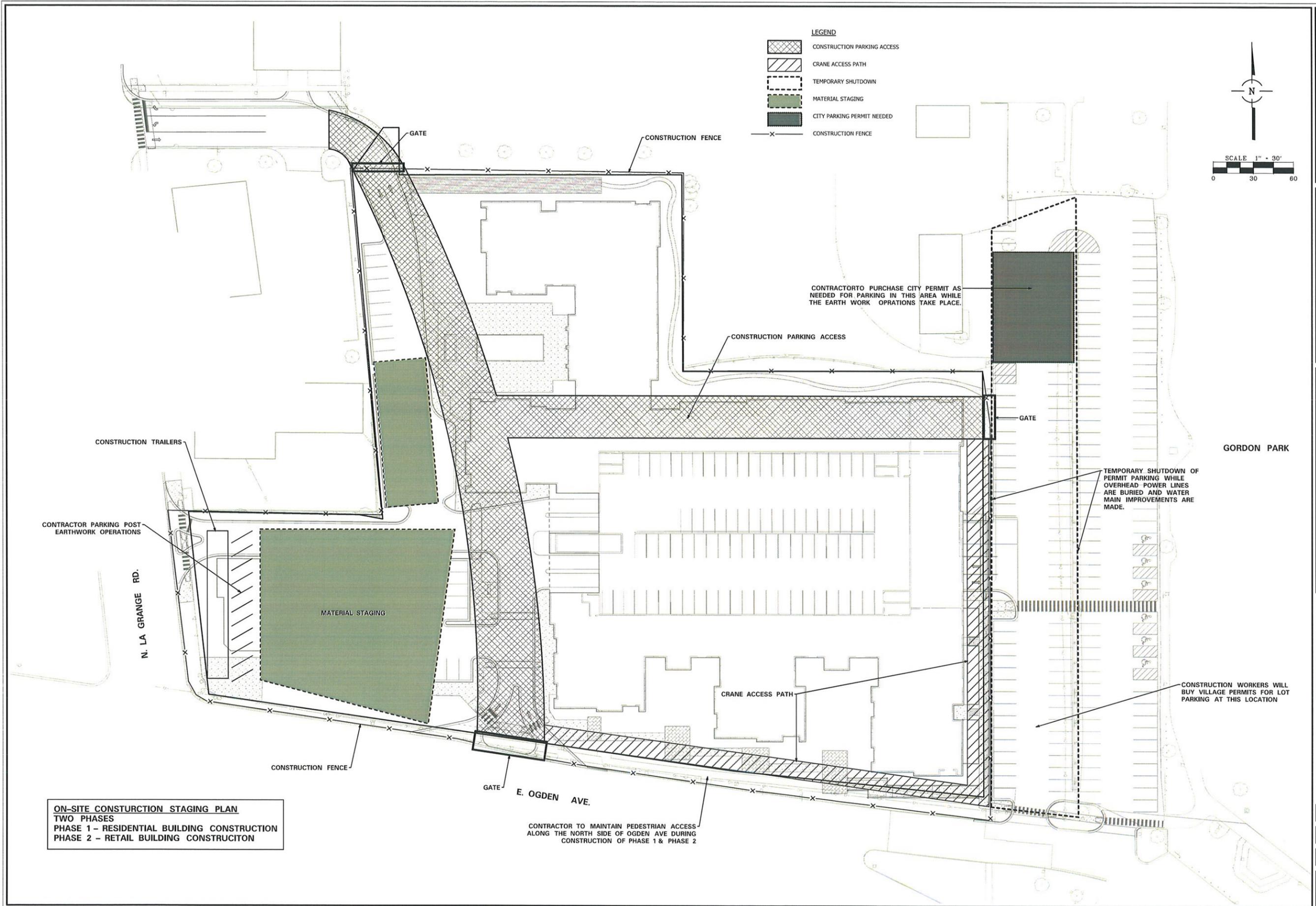
LIGHTING PLAN
UPTOWN LA GRANGE
LA GRANGE, IL

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
9575 W. Higgins Road, Suite 700
Rosemont, Illinois 60018
Phone: (847) 694-0660 Fax: (847) 694-4045

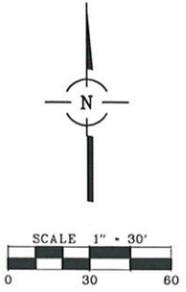


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7982L T01
DATE:
09/26/14
JOB NO.
7982
SHEET
LTP
26 OF 27

5-A.88



- 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

NO.	DATE	REMARKS
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NO.	DATE	REMARKS
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1	10/13/14	PER VILLAGE REVIEW

CONSTRUCTION STAGING PLAN
UPTOWN LA GRANGE
 LA GRANGE, IL

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
 9575 W. Higgins Road, Suite 700
 Rosemont, Illinois 60018
 Phone: (847) 894-4600 Fax: (847) 894-0405



SPACECO INC.
 FILENAME:
 7982PH01
 DATE:
 09/26/14
 JOB NO.
 7982
 SHEET
CS
 27 OF 27

5-A.89

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REVISIONS

7	Revised unit arch & details	Rev. 8-30-14
6	Site plan revisions	8-29-14
5	Shaded review comments	7-1-14
4	Client review comments	6-30-14
3	Village review comments	6-27-14
2	Client review comments	5-8-14
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

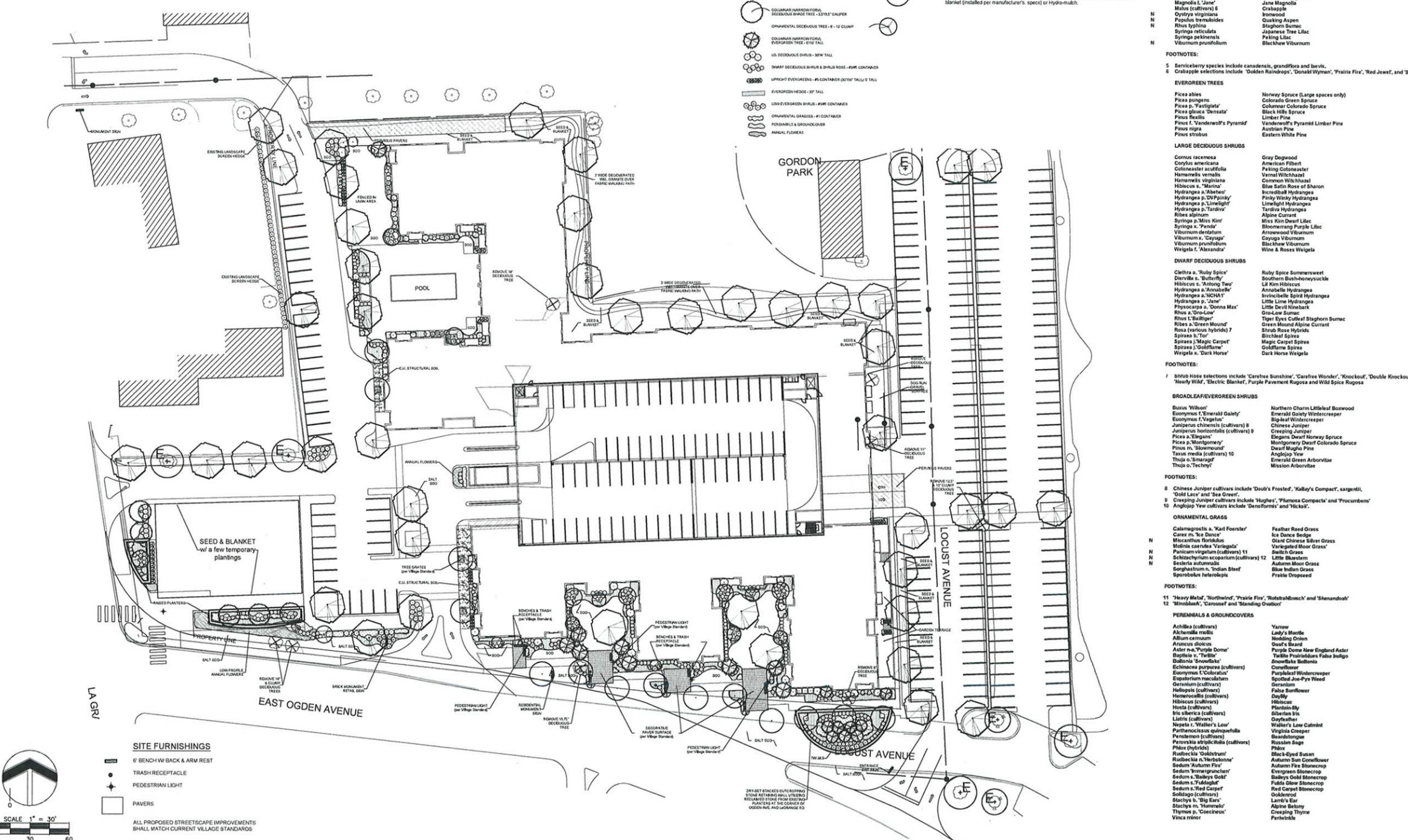
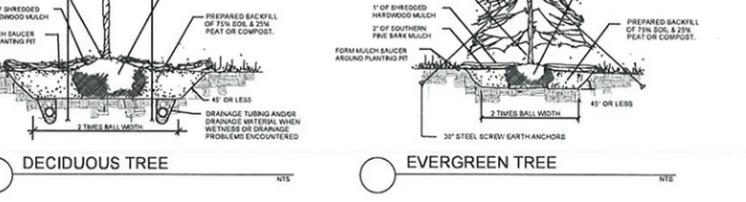
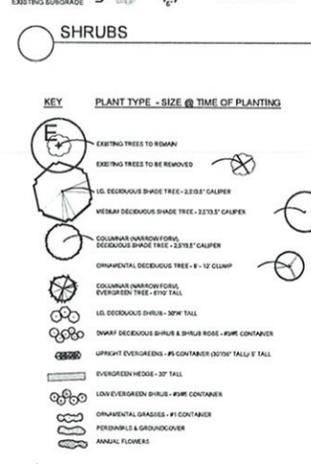
PRELIMINARY LANDSCAPE PLAN PHASE 1

PROJECT NO.	JOB NO.
L914	8617A
DATE	SHEET
5-6-14	L-1
SCALE	PLANNER
1"=30'	JMR
DRAWN BY	CHECKED
RM	

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 freemanii (cultivars) 1	Freeman Maple
N	Acer nyctai 'Morton'	State Street Maple
N	Acer n. 'Green Column'	Green Column Black Maple
N	Acer saccharum	Sugar Maple
N	Acer s. 'Endowment'	Columnar Sugar Maple
N	Aesculus glabra	Ohio Buckeye (Not as a Street Tree)
N	Calypso speciosa	Northern Catalpa
N	Celtis occidentalis	Hickberry
N	Cladonia l. inermis (cultivars) 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 'Noble'	Kindred Spirit Oak
N	Quercus imbricaria	Shingle Oak
N	Quercus macrocarpa	Bur Oak
N	Quercus s. schubertii	Swamp Bur Oak
N	Quercus rubra	Red Oak
N	Taxodium distichum	Baldcypress
N	Taxodium s. 'Mickeylon'	Shoreline Brave Baldcypress
N	Ulmus (Hybrids) 3	Elm (Hybrids)
N	DECIDUOUS ORNAMENTAL TREES	
N	Alnus rugosa	Speckled Alder
N	Amygdalus (species) 5	Servicetree
N	Betula nigra	River Birch
N	Betula s. 'Whispert'	Whispering Birch
N	Cercis canadensis	Eastern Redbud
N	Crataegus crugalis inermis	Thornless Cockspur Hawthorn
N	Hesperocotium microlobata	Sage Maple
N	Magnolia 'Butterflies'	Butterfly Magnolia
N	Magnolia s. 'Jane'	Jane Magnolia
N	Malus (cultivars) 6	Crabapple
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
N	EVERGREEN TREES	
N	Picea abies	Norway Spruce (Large species only)
N	Picea pungens	Colorado Green Spruce
N	Picea s. 'Fastigiata'	Columnar Colorado Spruce
N	Picea glauca 'Densata'	Black Hills Spruce
N	Pinus flexilis	Lime Pine
N	Pinus f. 'Vanderwolf's Pyramid'	Vanderwolf's Pyramid Limber Pine
N	Pinus riga	Austrian Pine
N	Pinus strobus	Eastern White Pine
N	LARGE DECIDUOUS SHRUBS	
N	Cornus racemosa	Gray Dogwood
N	Corylus americana	American Filbert
N	Coloniastrum acutifolia	Peking Cotonaster
N	Hamelis vernalis	Vernal Witchhazel
N	Hamelis virginiana	Common Witchhazel
N	Hibiscus s. 'Lime'	Blue Satin Rose of Sharon
N	Hydrangea s. 'Abate'	Incrediball Hydrangea
N	Hydrangea p. 'DWPinky'	Pinky Winky Hydrangea
N	Hydrangea p. 'Limelight'	Limelight Hydrangea
N	Hydrangea p. 'Tardiva'	Tardiva Hydrangea
N	Ribes alpinum	Alpine Currant
N	Syringa s. 'Miss Kim'	Miss Kim Dwarf Lilac
N	Syringa s. 'Penda'	Blooming Purple Lilac
N	Viburnum dentatum	Aronwood Viburnum
N	Viburnum s. 'Cayuga'	Cayuga Viburnum
N	Viburnum prunifolium	Blackhaw Viburnum
N	Weigela f. 'Alexandra'	Wine & Roses Weigela
N	DWARF DECIDUOUS SHRUBS	
N	Celtis s. 'Ruby Spice'	Ruby Spice Summersweet
N	Diervilla s. 'Butterfly'	Southern Bush-honeysuckle
N	Hibiscus s. 'Anthony Two'	Li Kim Hibiscus
N	Hydrangea s. 'Annabelle'	Annabelle Hydrangea
N	Hydrangea s. 'NCHA1'	Invincible Spirit Hydrangea
N	Hydrangea p. 'Jane'	Little Lime Hydrangea
N	Physocarpus s. 'Donna Max'	Little Devil Ninebark
N	Rhus s. 'Dio-Low'	Dio-Low Sumac
N	Rhus s. 'Ballboy'	Tiger Eyes Collet Staghorn Sumac
N	Ribes s. 'Green Mound'	Green Mound Alpine Currant
N	Rosa (various hybrids) 7	Shrub Rose Hybrids
N	Spiraea s. 'Top'	Birchleaf Spiraea
N	Spiraea s. 'Magic Carpet'	Magic Carpet Spiraea
N	Spiraea s. 'Goldflame'	Goldflame Spiraea
N	Weigela s. 'Dark Horse'	Dark Horse Weigela
N	FOOTNOTES:	
1	Shrub selections include 'Carefree Sunshine', 'Carefree Wonder', 'Knockout', 'Double Knockout', 'Neary Wild', 'Electric Blanket', 'Purple Pavement Rugosa and Wild Spice Rugosa	
N	BROADLEAF EVERGREEN SHRUBS	
N	Buxus 'Wilson'	Northern Charm Littleleaf Boxwood
N	Euonymus f. 'Emerald Gaiety'	Emerald Gaiety Wintercreeper
N	Euonymus f. 'Vigilant'	Bigleaf Wintercreeper
N	Juniperus chinensis (cultivars) 8	Chinese Juniper
N	Juniperus horizontalis (cultivars) 9	Creeping Juniper
N	Picea s. 'Elegant'	Elegant Dwarf Norway Spruce
N	Picea p. 'Montgomery'	Montgomery Dwarf Colorado Spruce
N	Pinus m. 'Slowmound'	Dwarf Mugo Pine
N	Taxus media (cultivars) 10	Anglo-Jap Yew
N	Thuja o. 'Smaragd'	Emerald Green Arborvitae
N	Thuja o. 'Techny'	Mission Arborvitae
N	FOOTNOTES:	
8	Chinese Juniper cultivars include 'Doub's Frosted', 'Kally's Compact', 'sargentii', 'Gold Lace' and 'Sea Green'.	
9	Creeping Juniper cultivars include 'Hughes', 'Flumosa Compacta' and 'Procumbens'	
10	Anglo-Jap Yew cultivars include 'Densiformis' and 'Ticksa'	
N	ORNAMENTAL GRASS	
N	Calamagrostis s. 'Karl Foerster'	Feather 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 (cultivars) 11	Switch Grass
N	Schizachyrium scoparium (cultivars) 12	Little Bluestem
N	Saxifraga autumnalis	Autumn Moor Grass
N	Sorghastrum n. 'Indian Steel'	Alba Indian Grass
N	Sporobolus heterolepis	Prairie Dropseed
N	FOOTNOTES:	
11	'Heavy Metal', 'Northwind', 'Prairie Fire', 'Robstahmbeck' and 'Shenandoah'	
12	'Mimbleau', 'Carousef' and 'Standing Ovation'	
N	PERENNIALS & GROUNDCOVERS	
N	Achillea (cultivars)	Yarrow
N	Alchemilla mollis	Lady's Mantle
N	Allium cernuum	Nodding Onion
N	Anemone dioica	Queen's Band
N	Aster s. 'Purple Dome'	Purple Dome New England Aster
N	Baptisia s. 'Tulita'	Tulita Prairieblossom False Indigo
N	Boltonia 'Snowflake'	Snowflake Boltonia
N	Chimonax purpurea (cultivars)	Chimonax
N	Euonymus f. 'Coloratus'	Purpleleaf Wintercreeper
N	Esparthium maculatum	Spotted Red-Pine Weed
N	Geranium (cultivars)	Geranium
N	Helopsis (cultivars)	False Sunflower
N	Hemerocallis (cultivars)	Daylily
N	Hibiscus (cultivars)	Hibiscus
N	Horta (cultivars)	Plantain Lily
N	Iris sibirica (cultivars)	Siberian Iris
N	Liatris (cultivars)	Daylily
N	Nepeta s. 'Walker's Low'	Walker's Low Catnip
N	Parthenocissus quinquefolia	Virginia Creeper
N	Periwinkia (cultivars)	Periwinkia
N	Perovskia atriplicifolia (cultivars)	Russian Sage
N	Phlox (hybrids)	Phlox
N	Rudbeckia 'Goldstrut'	Black-eyed Susan
N	Rudbeckia n. 'Herbstsonne'	Autumn Sun Coneflower
N	Sedum 'Autumn Fire'	Autumn Fire Stonecrop
N	Sedum 'Inermigranchem'	Evergreen Stonecrop
N	Sedum s. 'Bailey's Gold'	Bailey's Gold Stonecrop
N	Sedum s. 'Tidestrom'	False Glow Stonecrop
N	Sedum s. 'Red Carpet'	Red Carpet Stonecrop
N	Solidago (cultivars)	Goldenrod
N	Stachys s. 'Big Ears'	Lamb's Ear
N	Stachys n. 'Hammer'	Alpine Betsy
N	Thymus p. 'Cocobee'	Creeping Thyme
N	Vinca minor	Periwinkle

GENERAL NOTES
Plant material shall be nursery grown and be either balled and burlapped or container grown. Sizes and spreads on plant list represent minimum requirements.
Size and grading standards of plant material shall conform to the latest addition of ANSI Z60.1 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 "J.L.I.L.I.E." (Joint Utility Location for Excavators) 1-800-552-0123.
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 mushroom compost. The top dressing shall be worked into the soil to a minimum depth of nine inches (9") by the use of a culturing mechanism. Upon completion perennials and ornamental grasses shall be mulched with an additional two inch (2") layer of shredded wood mulch. Annuals & groundcovers shall be covered with an additional two inch (2") layer of mushroom compost.
All other planting beds and tree saucers shall be mulched with a minimum of three inches (3") of shredded wood mulch, 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 (as per manufacturer's specs) or Hydro-mulch.



SITE FURNISHINGS

- 6" BENCH W/ BACK & ARM REST
- TRASH RECEPTACLE
- PEDESTRIAN LIGHT
- PAVERS

ALL PROPOSED STREETSCAPE IMPROVEMENTS SHALL MATCH CURRENT VILLAGE STANDARDS

SCALE 1" = 30'

5-A.90

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REVISIONS

1	Site plan revisions	9-29-14
2	Shawmut entrance	7-7-14
3	Client review comments	6-30-14
4	Client review comments	6-30-14
5	Client review comments	5-8-14
6	Client review comments	5-7-14

Uptown La Grange
La Grange, Illinois

PRELIMINARY LANDSCAPE PLAN PHASE 1

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
DECIDUOUS SHADE TREES		
N	Acer freemanii (cultivars) 1	Freeman Maple
N	Acer spicatum 'Morton'	Spice Street Maple
N	Acer n. 'Green Column'	Green Column Black Maple
N	Acer saccharum	Sugar Maple
N	Acer s. 'Bodmerian'	Columbian Sugar Maple
N	Aesculus glabra	Ohio Buckeye (Not as a Street Tree)
N	Castalia speciosa	Northern Catalpa
N	Celtis occidentalis	Hickory
N	Quercus alba	White Oak
N	Quercus bicolor	Swamp White Oak
N	Quercus 'Nasler'	Northern White Oak
N	Quercus imbricaria	Shingle Oak
N	Quercus macrocarpa	Bur Oak
N	Quercus x schubertii	Swamp Bur Oak
N	Quercus rubra	Red Oak
N	Taxodium distichum	Baldcypress
N	Taxodium d. 'Michelex'	Shawnee Brave Baldcypress
N	Ulmus floridus 3	Elm (Hybrids)
SHRUBS		
N	Alnus rugosa	Spotted Alder
N	Amelanchier (species) 5	Servicberry
N	Betula nigra	Silver Birch
N	Betula p. 'Whitespire'	Whitespire Birch
N	Cercis canadensis	Eastern Redbud
N	Crataegus crotchiifera	Thornless Cockspur Hawthorn
N	Hydrangea macrophylla	Sevenson Flower
N	Magnolia 'Butterflies'	Butterfly Magnolia
N	Magnolia l. 'Jane'	Jane Magnolia
N	Malus (cultivars) 6	Crabapple
N	Ostrya virginiana	Honeywood
N	Populus tremuloides	Quaking Aspen
N	Rhus typhina	Staghorn Sumac
N	Syringa reticulata	Japanese Tree Lilac
N	Syringa x chinensis	Faling Lilac
N	Viburnum prunifolium	Blackhaw Viburnum
FOOTNOTES:		
1	Freeman Maple cultivars include 'Autumn Blaze', 'Marm', 'Celebration' and 'Armstrong'.	
2	Elm hybrids include 'Frontier', 'Hemstead', 'Regal' and 'Patriot'.	
3	Elm hybrids include 'Frontier', 'Hemstead', 'Regal' and 'Patriot'.	
DECIDUOUS ORNAMENTAL TREES		
N	Alnus rugosa	Spotted Alder
N	Amelanchier (species) 5	Servicberry
N	Betula nigra	Silver Birch
N	Betula p. 'Whitespire'	Whitespire Birch
N	Cercis canadensis	Eastern Redbud
N	Crataegus crotchiifera	Thornless Cockspur Hawthorn
N	Hydrangea macrophylla	Sevenson Flower
N	Magnolia 'Butterflies'	Butterfly Magnolia
N	Magnolia l. 'Jane'	Jane Magnolia
N	Malus (cultivars) 6	Crabapple
N	Ostrya virginiana	Honeywood
N	Populus tremuloides	Quaking Aspen
N	Rhus typhina	Staghorn Sumac
N	Syringa reticulata	Japanese Tree Lilac
N	Syringa x chinensis	Faling Lilac
N	Viburnum prunifolium	Blackhaw Viburnum
FOOTNOTES:		
5	Servicberry species include canadensis, grandiflora and laevis.	
6	Crabapple selections include 'Golden Raindrops', 'Donald Wymen', 'Prairie Fire', 'Red Jewel', and 'Sugarbalm'.	
EVERGREEN TREES		
N	Picea abies	Norway Spruce (Large spaces only)
N	Picea pungens	Colorado Green Spruce
N	Picea p. 'Fastigata'	Columbian Colorado Spruce
N	Picea glauca 'Denata'	Black Hills Spruce
N	Pinus flexilis	Limber Pine
N	Pinus t. 'Vanderwolf's Pyramid'	Vanderwolf's Pyramid Limber Pine
N	Pinus nigra	Austrian Pine
N	Pinus strobus	Eastern White Pine
LARGE DECIDUOUS SHRUBS		
N	Cornus racemosa	Gray Dogwood
N	Corylus americana	American Filbert
N	Cornaster acutifolia	Peking Cobanaster
N	Hammamelis vernalis	Vernal Witchhazel
N	Hammamelis virginiana	Common Witchhazel
N	Hibiscus s. 'Marina'	Blue Satin Rose of Sharon
N	Hydrangea a. 'Abetwo'	Iceberg Hydrangea
N	Hydrangea p. 'Zwartkops'	Prize Winky Hydrangea
N	Hydrangea p. 'Limelight'	Limelight Hydrangea
N	Hydrangea p. 'Tardiva'	Tardis Hydrangea
N	Ribes alpinum	Alpine Currant
N	Syringa p. 'Miss Kim'	Miss Kim Dwarf Lilac
N	Syringa s. 'Parade'	Blooming Purple Lilac
N	Viburnum dentatum	Aronwood Viburnum
N	Viburnum c. 'Cayuga'	Cayuga Viburnum
N	Viburnum prunifolium	Blackhaw Viburnum
N	Weigela l. 'Alexandra'	Wine & Roses Weigela
DWARF DECIDUOUS SHRUBS		
N	Claetrea a. 'Ruby Spice'	Ruby Spice Summersweet
N	Diervilla s. 'Butterfly'	Southern Bushhoneysuckle
N	Hibiscus s. 'Arctostaphylos'	Lil Kim Hibiscus
N	Hydrangea a. 'Annabelle'	Annabelle Hydrangea
N	Hydrangea a. 'Nancy'	Invincible Spirit Hydrangea
N	Hydrangea p. 'Jane'	Little Lime Hydrangea
N	Physocarpus a. 'Diana Mar'	Little Devil Ninebark
N	Rhus a. 'Gro-Low'	Gro-Low Sumac
N	Rhus l. 'Ballpark'	Tiger Eye Cudweed Sumac
N	Rosa (various hybrids) 7	Green Mount Alpine Currant
N	Spiraea s. 'Tor'	Shrub Rose Hybrids
N	Spiraea l. 'Magic Carpet'	Black Lace Spiraea
N	Spiraea l. 'Goldflame'	Magic Carpet Spiraea
N	Weigela s. 'Dark Horse'	Dark Horse Weigela
FOOTNOTES:		
7	Rosa shrub selections include 'Carefree Sunshine', 'Carefree Wonder', 'Knockout', 'Double Knockout', 'Newly Wed', 'Electric Blueberry', 'Purple Pavement Rugosa and Wild Spice Rugosa.	
BROADLEAF EVERGREEN SHRUBS		
N	Buxus 'Wilson'	Northern Charm Littleleaf Boxwood
N	Euonymus l. 'Emerald Gaiety'	Emerald Gaiety Wintercreeper
N	Euonymus l. 'Vegetal'	Signal Wintercreeper
N	Juniperus chinensis (cultivars) 8	Chinese Juniper
N	Juniperus horizontalis (cultivars) 9	Creeping Juniper
N	Picea a. 'Elegans'	Elegans Dwarf Norway Spruce
N	Picea p. 'Montgomery'	Montgomery Dwarf Colorado Spruce
N	Pinus m. 'Stromboli'	Dwarf Mugo Pine
N	Taxus media (cultivars) 10	Anglo-Jap Yew
N	Thuja o. 'Smaragd'	Emerald Green Arborvitae
N	Thuja o. 'Tectony'	Mission Arborvitae
FOOTNOTES:		
8	Chinese Juniper cultivars include 'Daub's Frested', 'Kallay's Compact', 'sargentii', 'Gold Lace' and 'Sea Green'.	
9	Creeping Juniper cultivars include 'Hughes', 'Plumosa Compact' and 'Procumbens'.	
10	Anglo-Jap Yew cultivars include 'Densiformis' and 'Hicksii'.	
ORNAMENTAL GRASS		
N	Calamagrostis a. 'Karl Foerster'	Feather Reed Grass
N	Carex m. 'Ice Dance'	Ice Dance Sedge
N	Miscanthus floridulus	Giant Chinese Silver Grass
N	Holcus caeruleus 'Variegata'	Variegated Moor Grass
N	Panicum virgatum (cultivars) 11	Switch Grass
N	Schizanthus scoparium (cultivars) 12	Little Bluestem
N	Sesleria autumnalis	Autumn Moor Grass
N	Sorghastrum n. 'Indian Chief'	Blue Indian Grass
N	Sporobolus heliopsis	Prairie Dogpaw
FOOTNOTES:		
11	Heavy Metal, 'Northland', 'Prairie Fire', 'Nobisruhousch' and 'Sherandoah'.	
12	'Miniblow', 'Carrousel' and 'Standing Ovation'.	
PERENNIALS & GROUNDCOVERS		
N	Achillea (cultivars)	Yarrow
N	Alchemilla mollis	Lady's Mantle
N	Allium cernuum	Nodding Onion
N	Anemone dioica	Queen's Beard
N	Aster n. 'Purple Dome'	Purple Dome New England Aster
N	Basilisa s. 'Twili'	Twisted Franchises False Indigo
N	Boltonia 'Snowflake'	Snowflake Boltonia
N	Echinacea purpurea (cultivars)	Coneflower
N	Euonymus l. 'Coloratus'	Purpleleaf Wintercreeper
N	Eupatorium maculatum	Spotted Joe-Pye Weed
N	Geranium (cultivars)	Geranium
N	Helianthus (cultivars)	False Sunflower
N	Hemerocallis (cultivars)	Daylily
N	Hibiscus (cultivars)	Hibiscus
N	Hosta (cultivars)	Plantain-lily
N	Iris sibirica (cultivars)	Siberian Iris
N	Liatris (cultivars)	Gayfeather
N	Nepeta l. 'Walker's Low'	Walker's Low Catmint
N	Parthenocissus quinquefolia	Virginia Creeper
N	Pentstemon (cultivars)	Beardtongue
N	Penstemon (cultivars)	Russian Sage
N	Phlox (hybrids)	Phlox
N	Ruebeckia 'Goldstrum'	Black-Eyed Susan
N	Ruebeckia o. 'Herbstsonne'	Autumn Sun Coneflower
N	Sedum 'Autumn Fire'	Autumn Fire Stonecrop
N	Sedum 'Tricolor'	Evergreen Stonecrop
N	Sedum s. 'Baleys Gold'	Baleys Gold Stonecrop
N	Sedum s. 'Fuldglocke'	Falta Glow Stonecrop
N	Sedum s. 'Red Carpet'	Red Carpet Stonecrop
N	Solidago (cultivars)	Oskelmerod
N	Stachys l. 'Big Ears'	Lamb's Ear
N	Stachys m. 'Trompete'	Alpine Bellamy
N	Vinca minor	Creeping Thyme
N	Vinca minor	Periwinkle

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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	SHEET
5-6-14	L-1
SCALE	1"=30'
PLANNER	JMR
DRAWN BY	RM
CHECKED	

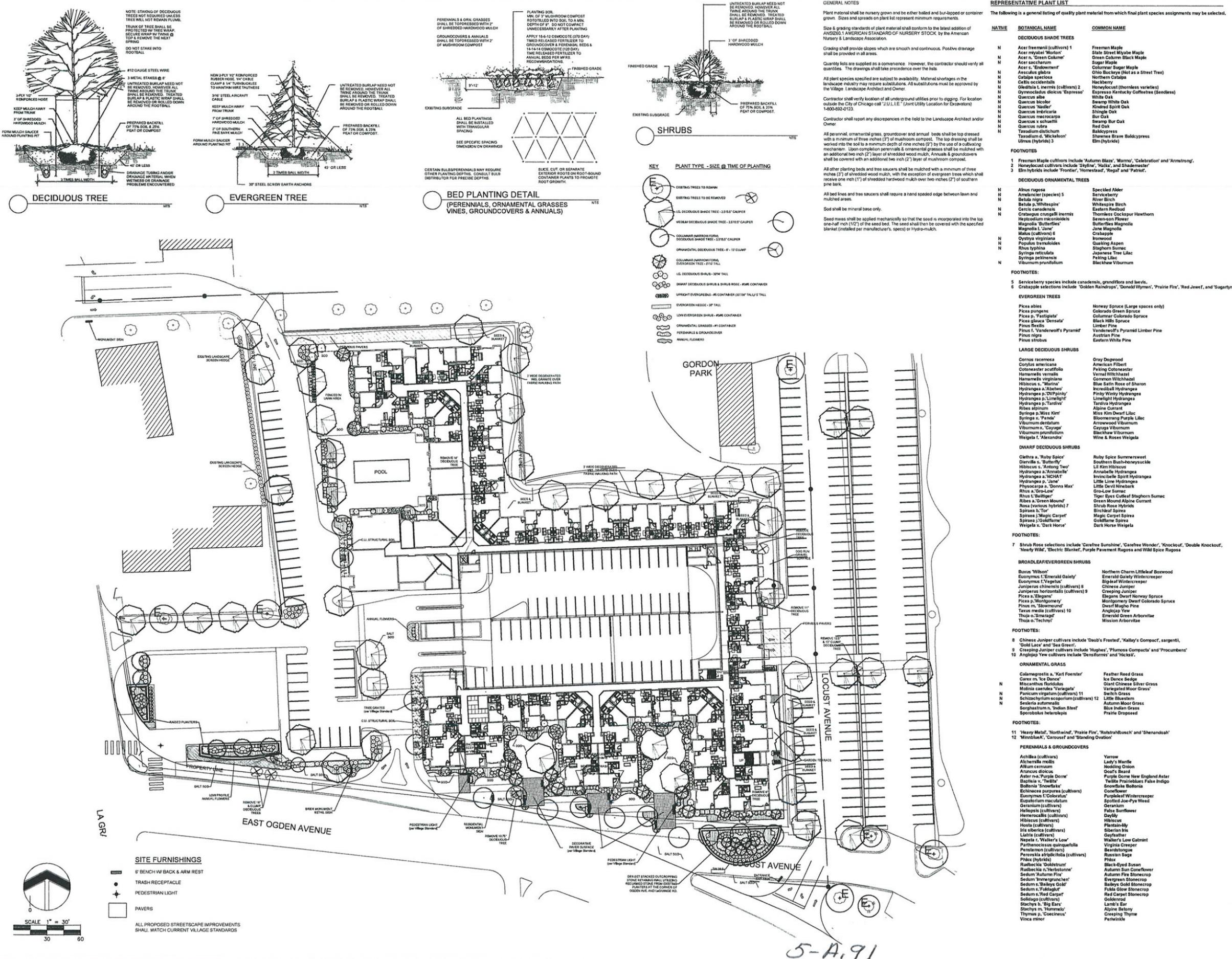
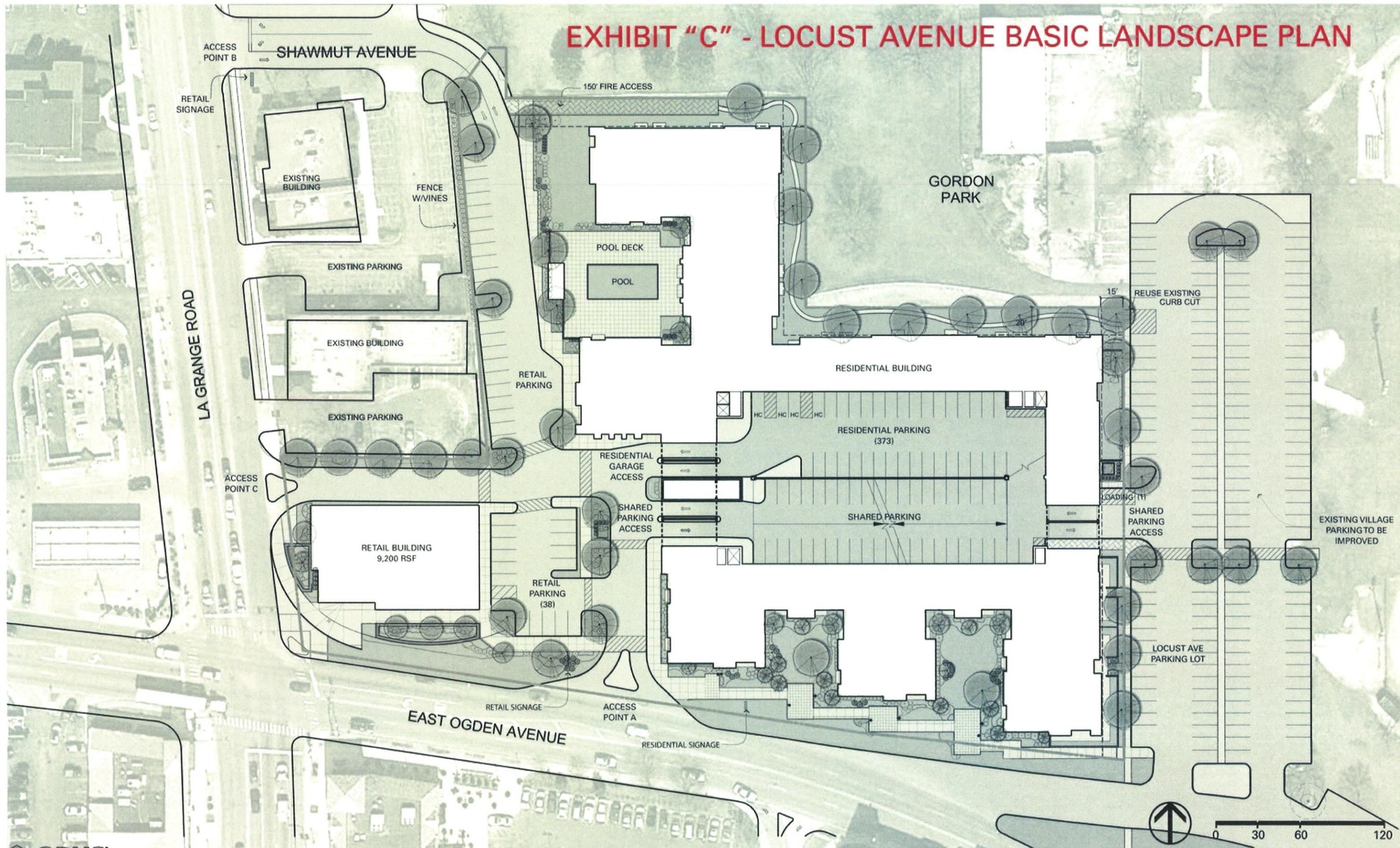
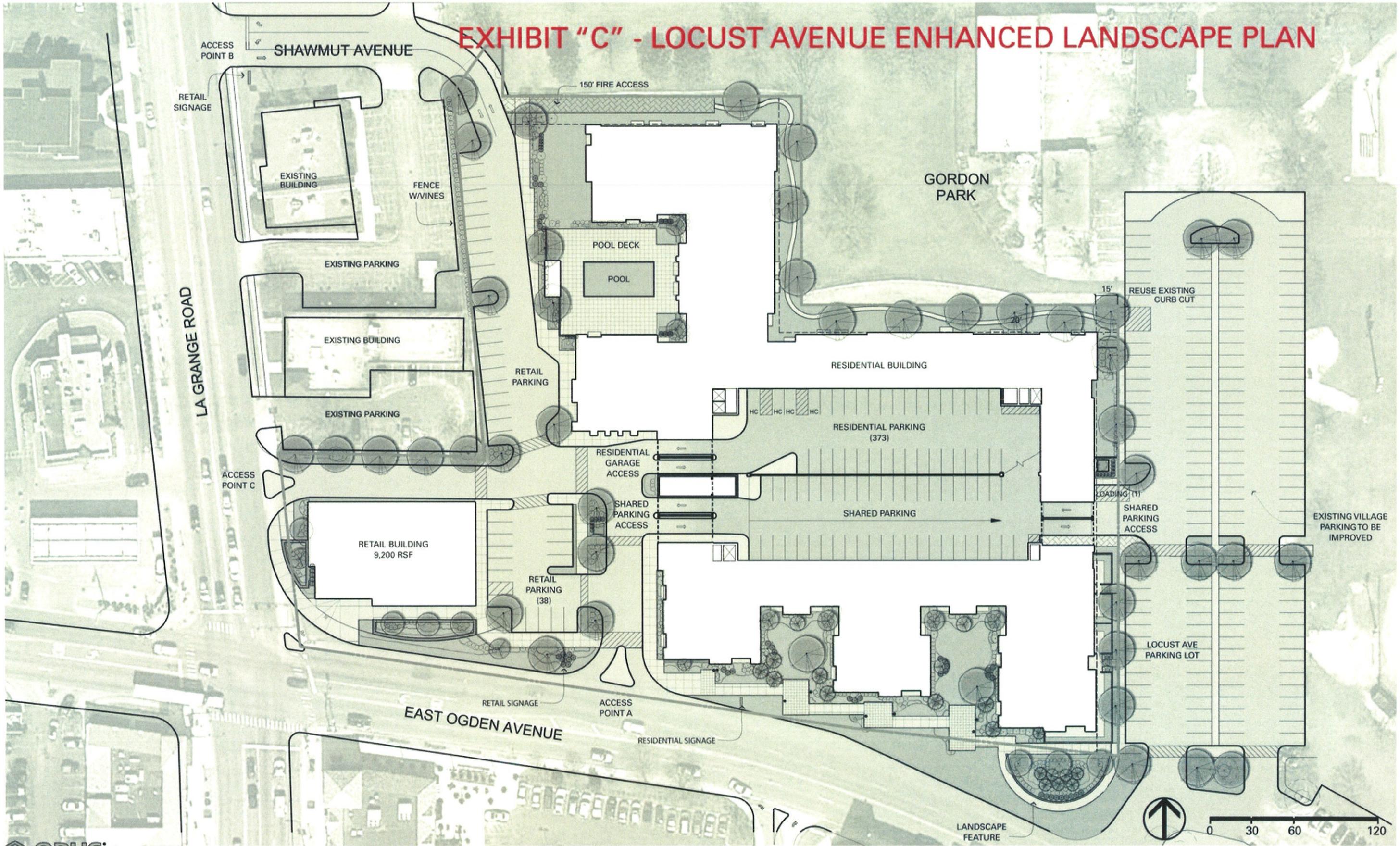


EXHIBIT "C" - LOCUST AVENUE BASIC LANDSCAPE PLAN



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
- 7 TRELLIS
- 8 CANOPY
- 9 ARCHITECTURAL PATTERNED CONCRETE FOUNDATION WALL



10/2014



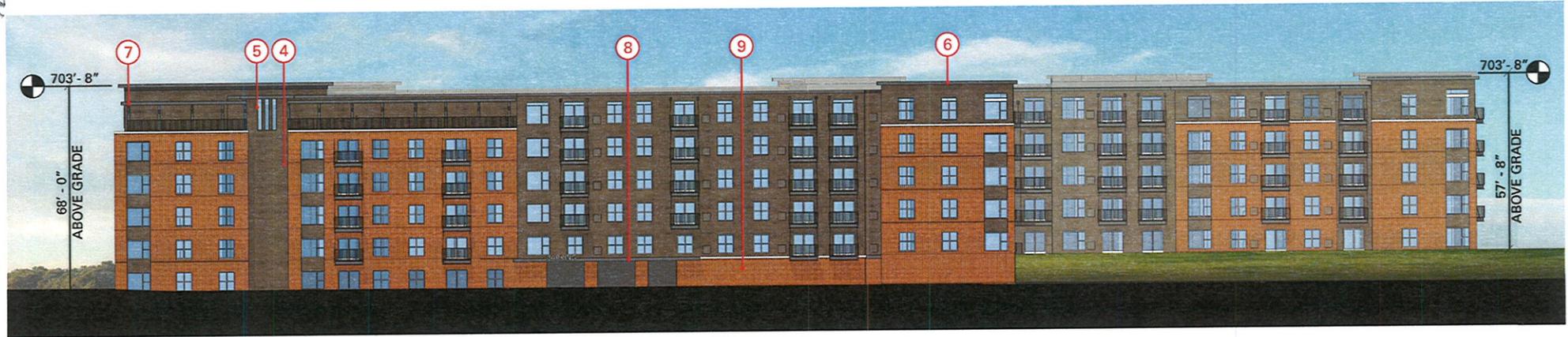
Uptown La Grange
La Grange, IL

Residential Elevations - South & West
10.21.2014



RESIDENTIAL NORTH

574.96



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



20251

5-A-97



5-A.98



5-A.99





5-19.101



culture

design

experience

green

land

path

place

process

toolbox

why opus

5-A, 102





5-A.103

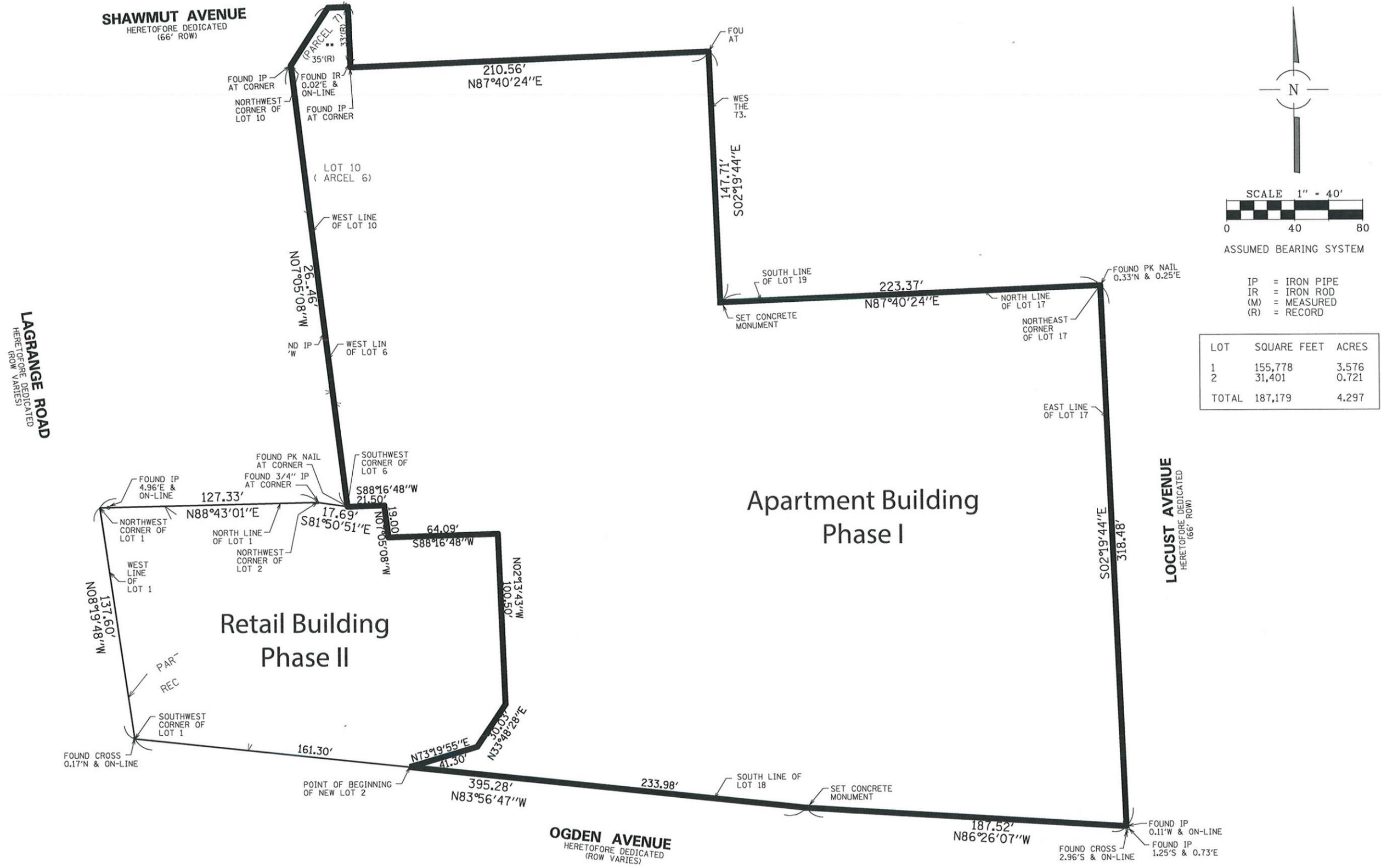


5-A.104



5-A.105

Exhibit "C" - Development Phasing Plan



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

5-A, 109

**DECLARATION OF RECIPROCAL EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS**

[Uptown LaGrange]

DATED AS OF _____, 201_

5-A.110

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This instrument was prepared by
and after recording return to:

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**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 easement 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, except for the 41 parking spaces provided for and designated in Section 1(i) herein, 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 of the Pedestrian Walkway for access to and 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 to provide public safety services, to inspect and maintain the public portion of the Storm Sewer System (including every

vault or other 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 easements for their intended purposes and (ii) any such use shall be subject to all governmental laws, ordinances and regulations. The easements granted by this Section 1(i) shall not be assigned, transferred or otherwise conveyed by the Village.

(j) Miscellaneous. The owner of each Tract, 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 compliance with Village requirements and 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 the Village and 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 and conform to design review and other approvals of the Village. 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 as authorized by the Village. 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 Residential 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 compliant with Village requirements and 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; STANDARDS FOR RESIDENTIAL BUILDING, UNITS; 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; (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, (viii) keep such Tract owner's Tract in compliance with the Approved Planned Development, and (ix) 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 building on the Residential Tract shall be kept and maintained as a high-class, highly amenitized multi-family apartment or condominium project.

(ii) Residential tenants and owners shall be prohibited, by lease restrictions or condominium rules and regulations, or both, from:

(a) parking or storing RVs, boats, or non-passenger vehicles anywhere within the Project;

(b) affixing, hanging, or draping any signs, posters, banners, antennas, satellite dishes, or any other item on any exterior of the building, including without limitation unit balcony walls and railings;

(c) hanging any sign, poster, banner, or other object in any window or in any position that can be seen through a window from any public sidewalk, street, or other right-of-way;

(d) keeping or storing any bicycle, exercise equipment, or similar object on any unit balcony;

(e) installing or keeping any hung, strung, or affixed lighting, decorations, or other similar objects except holiday decorations that do not blink or flash, as provided in the La Grange Zoning Code;

(f) Using a unit balcony as a storage space, including any storage boxes or other containers; and

(g) Making fire of any kind on a unit balcony other than with candles or in a gas cooking grill.

(iii) The Tract 1 owner shall establish and enforce rules regarding the following:

(a) Limitations on types of unit window treatments, including acceptable types of curtains and blinds and prohibiting any aluminum, sheeting, and paper and any covering affixed directly to a window.

(b) Limitations on number, type, size, and breed of pets within units and prohibiting noisy and aggressive pets.

(c) Limitations by lease restrictions or condominium rules and regulations, or both, on the number of visitors and overnight guests and on the lengths of stays of overnight guests measured in consecutive days and in total days within a defined calendar period.

(d) Restrictions on loud music, radio, and television everywhere within the building and on unit balconies and designated quiet hours with enhanced noise restrictions.

(e) Prohibition of the use by tenants and residents of unmanned aerial vehicles and remote controlled cars and airplanes, of all types, within Tract 1 and Tract 2.

(iv) The residential building on the Residential Tract shall be kept and maintained by the Tract 1 owner with furnishings, fixtures, and Project amenities of a type and quality consistent with furnishings, fixtures, and amenities in high-class apartment and condominium projects, as they may change from time to time. For purposes of this requirement, the photographs in Exhibit H attached hereto and made a part hereof (the "**Amenities Photographs**") shall be considered a benchmark as of the Effective Date of this Declaration for furnishings, fixtures, and amenities in "high-class apartment and condominium projects," but the particular furnishings, fixtures, and amenities depicted in the Amenities Photographs shall not be deemed to be specific requirements for the Project.

(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 spaces within the Residential Portion of the Parking Deck

by (ii) the total number of parking spaces 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 spaces within the Retail Portion of the Parking Deck by (ii) the total number of parking spaces 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 Retail Tract shall be used only for uses listed in Exhibit D attached hereto and made a part hereof and no other uses unless otherwise specifically approved in writing in advance by the Village. All uses shall comply with the Village's Zoning Code. Said Zoning Code 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 Code.

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 or enforcement 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 mortgage lien on any one of the Tracts, and any assignee or successors in interest of such 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.

(d) 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.

(e) If Declarant or any Tract owner fails to perform the covenants set forth in Section 5(a), Section 5(b)(ii), Section 5(c) or Section 5(d) hereof, or if Declarant or any Tract owner violates or infringes on any easement or other right granted to the Village in Section 1(i) hereof, or any other right specifically granted to the Village herein, 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 authorized and permitted to cure such failure, violation, or infringement. To effect such cure, 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, or other areas of the Project as necessary, for the purposes of curing such failure, violation, or infringement. All costs and expenses incurred by the Village shall be reimbursed to the Village within 30 days after receipt by Declarant or Tract owner 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.. If Declarant or a Tract owner fails to reimburse the Village within that 30-day period, then the Village may furnish a written notice (the "**Second Notice**") stating that Declarant or Tract owner has so failed to timely reimburse the Village. If Declarant or a Tract owner fails to reimburse the Village within ten (10) days after receipt of the Second Notice, then any amounts due from Declarant or Tract owner to the Village pursuant to this Section 12 shall be secured by a lien upon any Tract owned by Declarant or such Tract owner, as the case may be, effective upon the recording thereof in the Office of the Recorder of Deeds of Cook County, Illinois, provided such lien shall be expressly subordinate to the lien of any mortgage lienholder then in place on

such Tract. Any such lien may be foreclosed upon in the same manner as provided for enforcement of mechanics liens or liens securing mortgage indebtedness.

In the event of any emergency that threatens imminent damage to property or peril to the health or safety of persons or property as a result of the failure of Declarant or a Tract owner to perform the covenants set forth in Section 5(a), Section 5(b)(ii), Section 5(c) or Section 5(d) hereof, the Village may, without regard to the 30-day cure period prescribed above, immediately take measures the Village determines are necessary to eliminate such threat of imminent damage or peril. The Village shall, as soon as practicable under the circumstances, notify Declarant and any Tract owner of such emergency. All costs and expenses incurred by the Village shall be reimbursed to the Village in the same manner as provided in the immediately preceding paragraph and any amounts that are not paid shall become a foreclosable lien as provided in the immediately preceding paragraph.

Declarant acknowledges and agrees that the Village is a beneficiary of the rights granted to the Village herein and is entitled to enforce the same directly against Declarant by exercise of any right or remedy available to the Village at law or in equity.

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 and do not interfere with or prevent the use by the Village of the easements granted to the Village 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, after securing any necessary approvals of the Village, 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
Exhibit H	Amenities Photographs

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 would (a) affect the easements granted herein to the Village or the Village's exercise of any the Village's rights under those easements in accordance with this Declaration, (b) affect any covenant or standard set forth in Section 5(a), Section 5(b)(ii), Section 5(c) or Section 5(d) hereof, (c) affect, or could reasonably be inferred to affect, any provision applicable to the Village herein or any enforcement rights of the Village hereunder, (d) affect any obligation of Declarant or any Tract Owner to comply with all applicable ordinances, codes, and regulations of the Village, or (e) would result in this Declaration conflicting with any ordinance, code, or regulation of the Village.

[Signature Page Follows]

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.

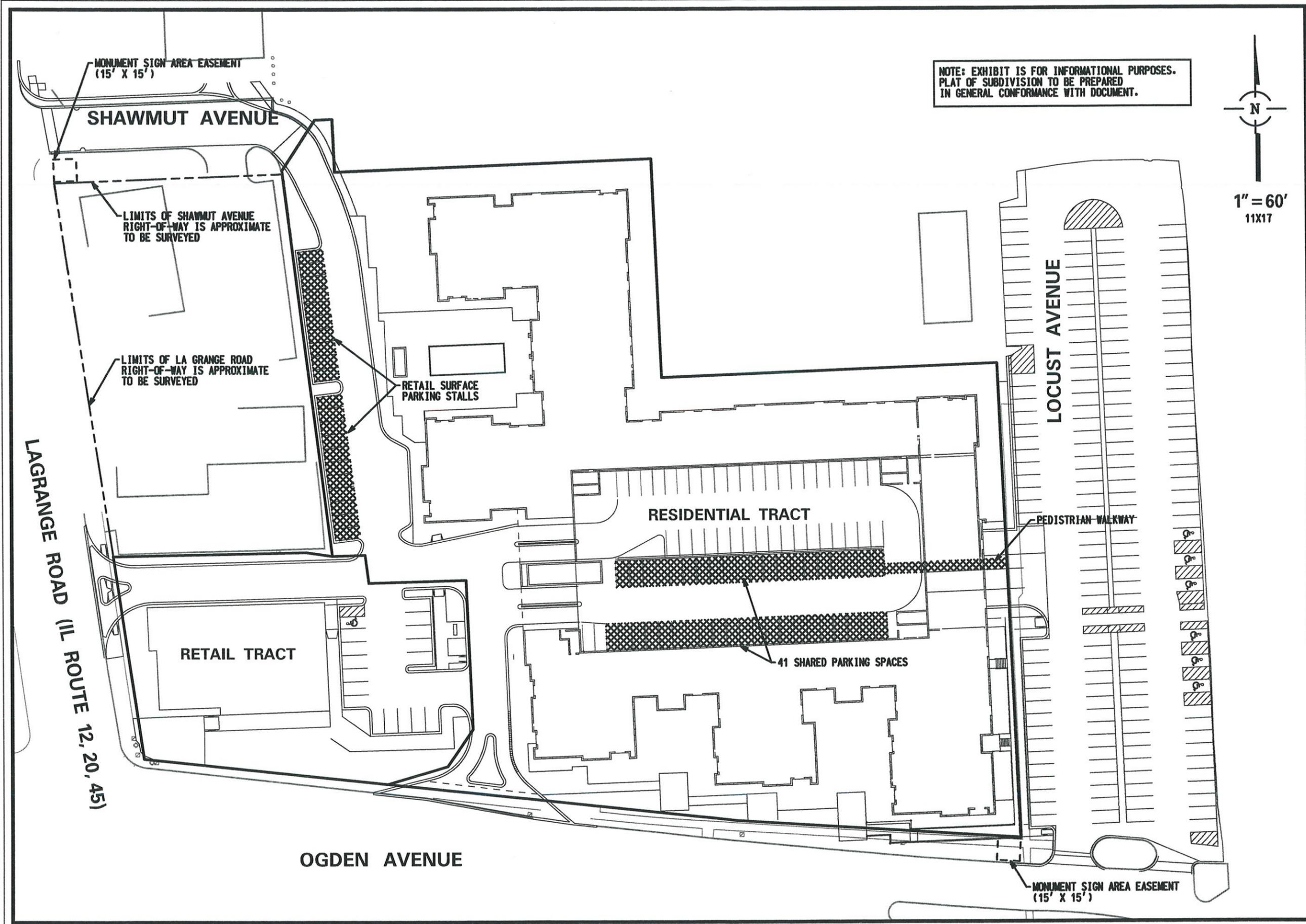
Given under my hand and notarial seal this ___ day of _____, 201__.

Notary Public
My Commission Expires: _____

EXHIBIT A

Site Plan

[To be attached.]



NOTE: EXHIBIT IS FOR INFORMATIONAL PURPOSES.
 PLAT OF SUBDIVISION TO BE PREPARED
 IN GENERAL CONFORMANCE WITH DOCUMENT.



EXHIBIT "A" SITE PLAN

**UPTOWN LA GRANGE
 LA GRANGE, IL**

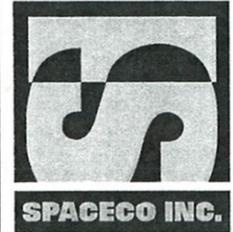
CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9575 W. Higgins Road, Suite 700,
 Rosemont, Illinois 60018
 Phone: (847) 696-4060 Fax: (847) 696-4065

JOB NO: 7982

FILENAME: LOTS.DGN

DATE: 10/17/2014



5-A.137

EXHIBIT B
Legal Descriptions

[see attached]

5-A.138

B-1

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.139

EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED XXXXXXXXXXXXXXXX, XXXX AS DOCUMENT NUMBER XXXXXXXXXXXX, 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 XXXXXXXXXXXX, IN COOK COUNTY, ILLINOIS.

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5-A. 140

EXHIBIT C

Utility Plan

[see attached]

5-A.141

C-1

EXHIBIT D

Permitted Uses

Only the following uses and no other uses may be established or maintained within the Retail Tract:

- 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 E

Sign Criteria

[see attached]

Exhibit E – Sign Criteria

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

"**Approved Planned Development**" means the approvals, plans, and conditions set forth in Village ordinance _____ enacted by the Village on November ____, 2014.

"**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 approved by the Village 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, including 41 parking spaces designated with the approval of the Village, 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

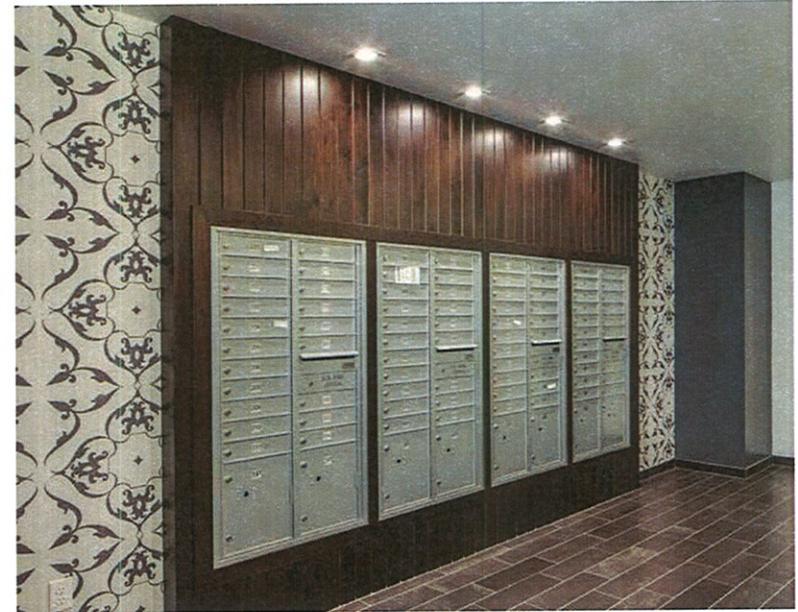
Interim Landscaping Plan

[see attached]

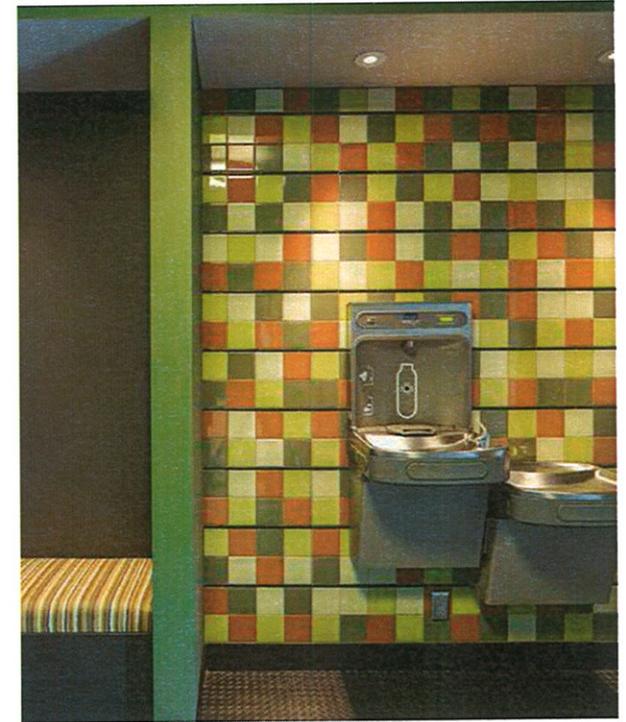
EXHIBIT H

Amenities Photographs

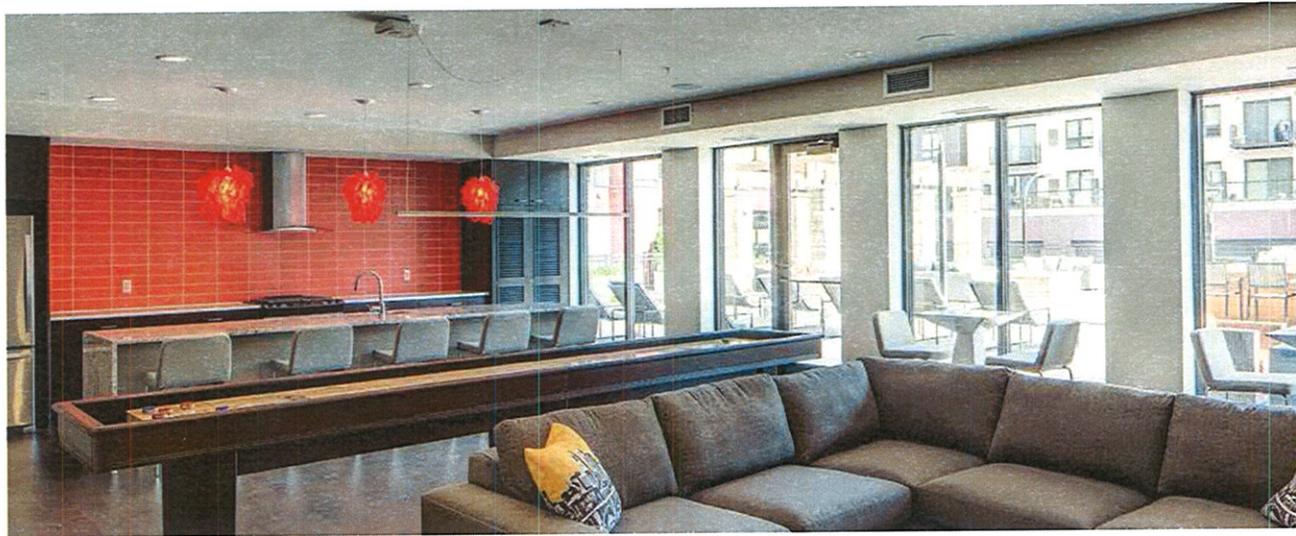
[see attached]



5-A.153



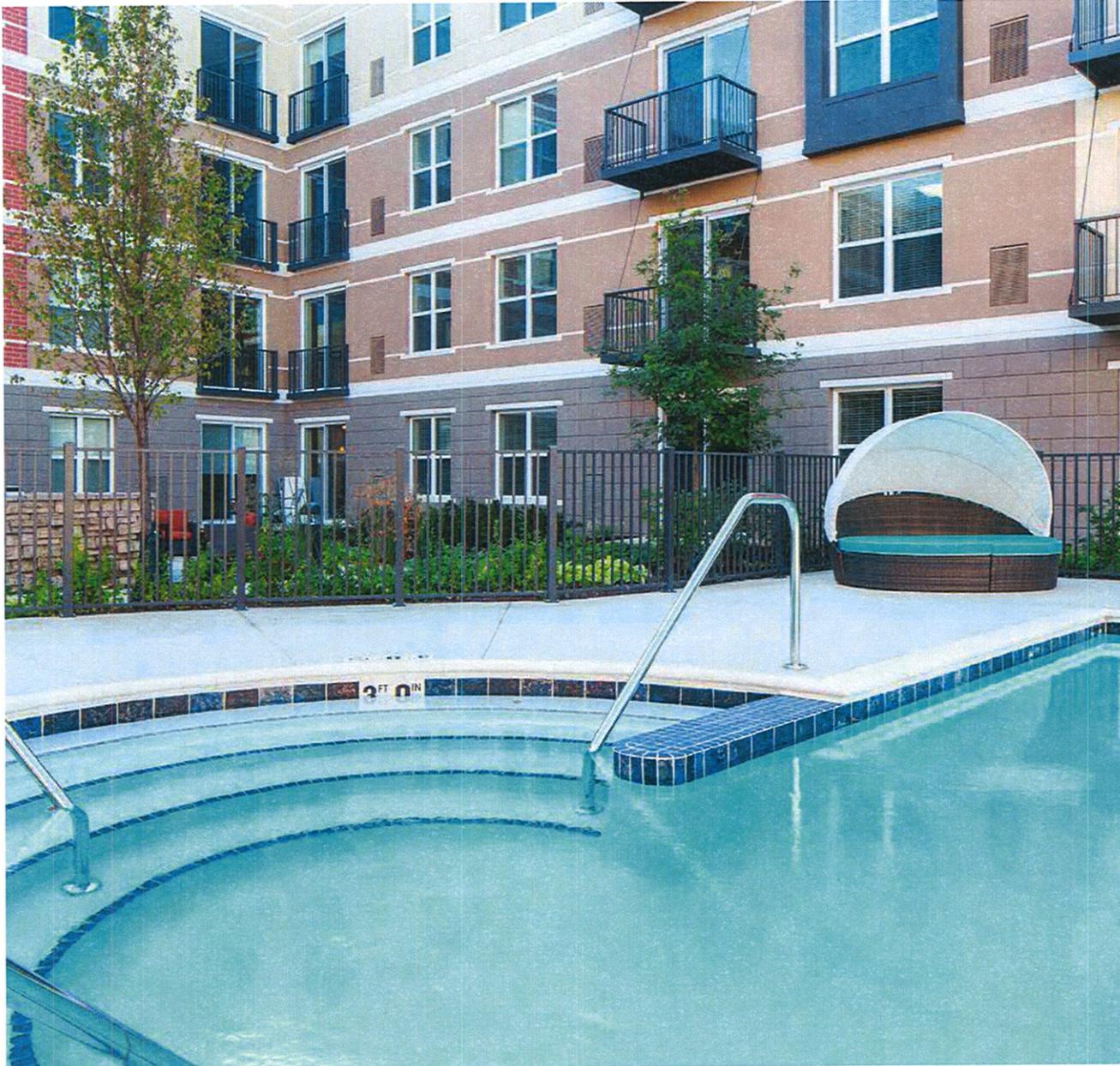
5-A-154





5-A.155





5-A.156



Amenities - Outdoor Spaces



5-A.157

EXHIBIT E

PRELIMINARY PLAT OF SUBDIVISION

5-A.158

EXHIBIT F

APPROVED PUBLIC INFRASTRUCTURE
COST ESTIMATE

5-A.160



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**

DATE PREPARED: 9/26/2014
LAST REVISED: 10/22/2014

PREPARED BY: MJM
CHECKED BY: DCS

GROUP MANAGER: DCS
(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-161

Engineer's Opinion of Probable Construction Cost

<u>ITEM</u>		<u>QNTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<u>A. Public Demolition</u>					
1. REMOVE PVMT, BITUMINOUS	FULL DEPTH	1,430	S.Y.	\$2.50	\$3,575
2. REMOVE	PCC SIDEWALK	5,975	S.F.	\$3.50	\$20,913
3. REMOVE	CURB & GUTTER	550	L.F.	\$5.00	\$2,750
A. Public Demolition				Sub-Total =	\$27,238
<u>B. Public Drainage Improvements</u>					
1. STORM MANHOLE	48" DIA., TYPE-A	1	EACH	\$1,500.00	\$1,500
2. STORM MANHOLE	60" DIA., TYPE-A	1	EACH	\$2,100.00	\$2,100
3. STORM SEWER, RCP, CL IV	12"	363	L.F.	\$40.00	\$14,520
4. STORM TRENCH BACKFILL	<18" DIA.	363	L.F.	\$20.00	\$7,260
5. CONNECT TO EXISTING SEWER		1	EACH	\$1,000.00	\$1,000
B. Public Drainage Improvements				Sub-Total =	\$26,380
<u>C. Public Watermain Improvements</u>					
1. WM, DI CL 52 W/FITTINGS	6"	90	L.F.	\$70.00	\$6,300
2. WM, DI CL 52 W/FITTINGS	12"	1,220	L.F.	\$100.00	\$122,000
3. FIRE HYDRANT	W/AUX. VALVE AND BOX	2	EACH	\$6,500.00	\$13,000
4. CONNECT TO EXISTING	INSTALL TEE	2	EACH	\$10,000.00	\$20,000
5. CONNECT TO EXISTING STUB	8"-16"	1	EACH	\$3,000.00	\$3,000
6. VALVE	12" IN 60" VAULT	3	EACH	\$9,500.00	\$28,500
7. RELOCATE FIRE HYDRANT		2	EACH	\$5,000.00	\$10,000
8. RESTORATION	To Ex. condions	1	L.S.	\$80,000.00	\$80,000
C. Public Watermain Improvements				Sub-Total =	\$282,800
<u>D. Shawmut Avenue Improvements</u>					
1. BITUMINOUS SURFACE COURSE	2", CL I	95	S.Y.	\$50.00	\$4,750
2. BITUMINOUS BINDER COURSE	3", CL I	95	S.Y.	\$50.00	\$4,750
3. AGGREGATE BASE, TYPE B	12"	95	S.F.	\$11.00	\$4,750
4. CURB & GUTTER, (w/ AGGR)	B-6.12	100	L.F.	\$50.00	\$5,000
5. RESURFACE	1.5"	4,550	S.F.	\$5.00	\$22,750
6. PCC SIDEWALK	5" THICK, 4" CA-6	330	S.F.	\$5.00	\$1,650
7. PAINT, PAVEMENT MARKINGS	LINE 6"	1	LSUM	\$2,500.00	\$2,500
8. WM, DI CL 52 W/FITTINGS	6"	40	L.F.	\$50.00	\$2,000
9. RELOCATE FIRE HYDRANT		1	EACH	\$1,500.00	\$1,500
10. CATCH BASIN	48" DIA., TYPE-A	1	EACH	\$1,500.00	\$1,500
11. STORM SEWER, RCP, CL IV	12"	5	L.F.	\$25.00	\$125
D. Shawmut Avenue Improvements				Sub-Total =	\$51,275

Engineer's Opinion of Probable Construction Cost

ITEM		QNTY	UNIT	UNIT PRICE	AMOUNT
<u>E. Locust Avenue Improvements</u>					
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
9. NEW LIGHT POLE		4	EACH	\$2,500.00	\$10,000
E. Locust Avenue Improvements				Sub-Total =	\$471,880
<u>F. Enhanced Locust Sidewalk Improvements</u>					
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 ON-SITE 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
F. Enhanced Locust Sidewalk Improvements				Sub-Total =	\$34,180
<u>G. Ogden & Lagrange Road Improvements</u>					
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
Project Sub-Total					\$934,853
Contingency (25%)					\$233,713
TOTAL=					\$1,168,566
Letter of Credit Amount (105%) =					\$1,226,994
Performance Bond (125%) =					\$1,460,707

NOTES:

1. This estimate is prepared based on "Site Improvement Plans for Uptown LaGrange", dated August 2014
2. 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.
5. Enhanced Locust Sidewalk landscape costs based on Landscape Cost Estimate received from Ives/Ryan Group, Inc.
4. This estimate DOES NOT include:
 - a) Dry Utility improvements or any other dry utilities relocations, extensions, or services.
 - b) On-Site Improvements
 - c) Haul off of Demolition or excavation material.

end

EXHIBIT G

PERMANENT EASEMENT FOR OGDEN / LA GRANGE SIDEWALK

5-1164

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:
By: _____
John Burns
Village Clerk

Attest:
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

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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 "A" TO FORM OF IRREVOCABLE LETTER OF CREDIT

DRAFT (sample)

_____, 20____ \$ _____
(place) (date) (amount in figures USD)

PAY TO THE ORDER OF: _____

_____ US DOLLARS
(amount in words)

for value received and charge to the account of: _____
_____ (LC applicant name and address)

TO: _____
(name of Drawee Bank)

(address)

By: _____

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.

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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]

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EXHIBIT J

REQUIRED FORMS OF LETTERS OF CREDIT

[see following pages]

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**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 "A" TO FORM OF IRREVOCABLE LETTER OF CREDIT

DRAFT (sample)

_____, 20____ \$_____
(place) (date) (amount in figures USD)

PAY TO THE ORDER OF: _____

_____ US DOLLARS
(amount in words)

for value received and charge to the account of: _____
_____ (LC applicant name and address)

TO: _____
(name of Drawee Bank)

(address)

By: _____

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.

- 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 8th 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 10th). 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. 8th 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 is 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 further questions or 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.

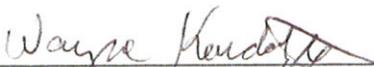
ABSENT: Williams.

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.**

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 8th Plan Commission meeting. We are redistributing that information to you as well as a letter received from resident Harlan Hurt.

At the July 22nd 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. 214

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.

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.

5-17-215

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**

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 ⁽¹⁾ 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.

(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-218

Memorandum – Plan Commission
RE: YMCA / OPUS Redevelopment Project
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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-220

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-21

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



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 8th 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 8th 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 8th 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 8th 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 8th Plan Commission meeting.

Construction Staging

A complete construction staging and site access plan will be detailed during the July 8th 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.



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

From: Steve Amann, P.E., CFM

Date: July 2, 2014

Project No.: 140587.90

Subject: Uptown La Grange - Preliminary Design Review (Second Review)

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.2.25

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.

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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.

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 26th, 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.

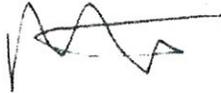
RESPONSE: Pedestrian Street lighting will be incorporated as part of the project.

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.

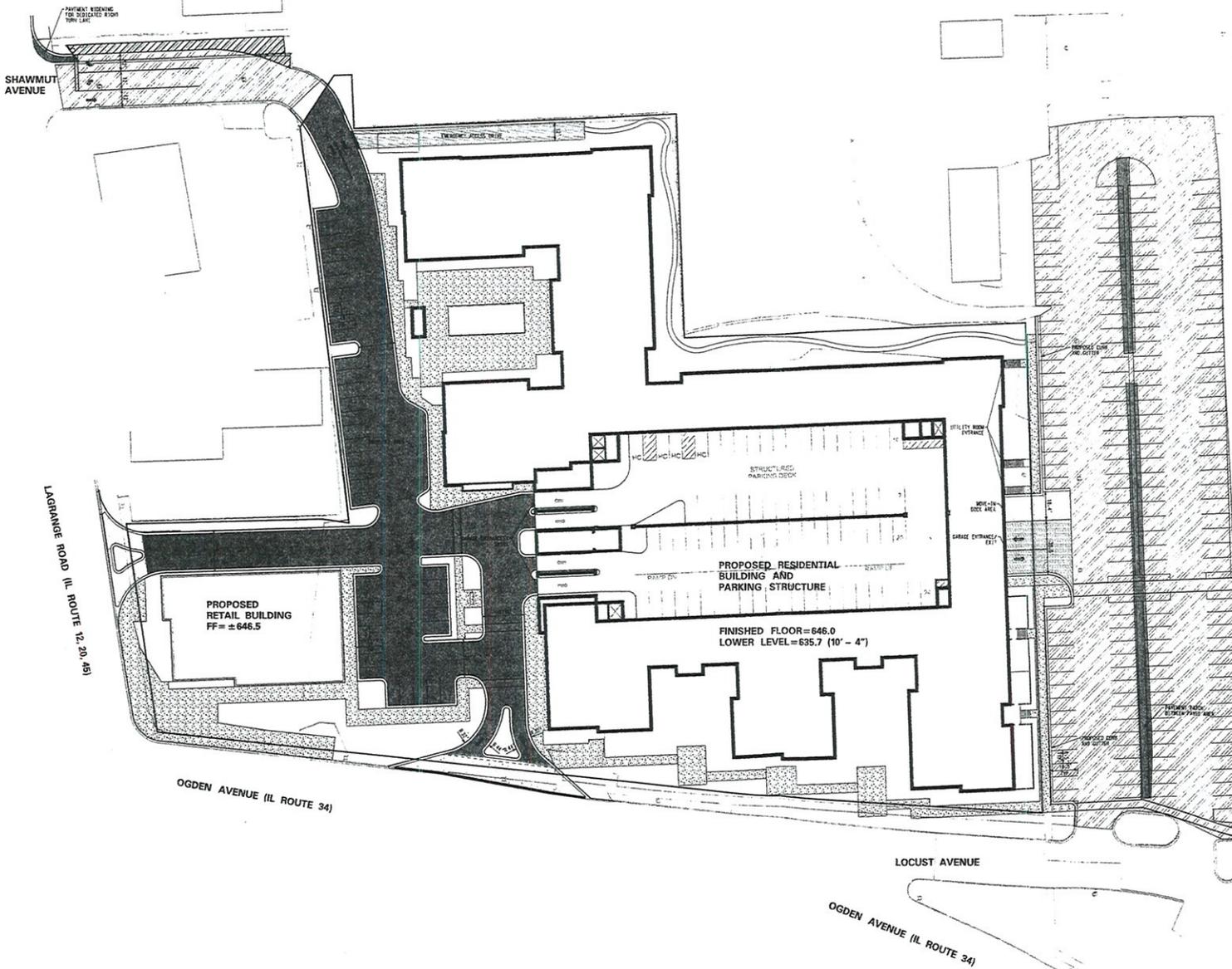


Daniel C. Stevens, P.E.
Senior Project Manager

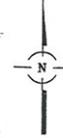
C: Ryan Gillingham – Village of La Grange (1 set Plans; 1 set Calcs)
Jim Caesar, Michael Stimac (Email)

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5-A-2.31



SCALE 1" = 30'
0 30 60



LEGEND

- STANDARD DUTY PAVEMENT
- CONCRETE PAVEMENT OR APRON
- CONCRETE SIDEWALK
- CONCRETE SIDEWALK
1/2" CURB & 1/2" GUTTER (UNLESS NOTED)
- DEPRESSED CURB & GUTTER
- ASPHALT PAVEMENT REPAIR
(1.5" GROUND & RESURFACED)
- PERFORATED PAVEMENT
(SEE SECTION ON SHEET C-1)

NOTES

1. BUILDING PLANS SHOWN FOR REFERENCE ONLY AND SHOULD BE VERIFIED WITH ARCHITECTURAL PLANS.
2. SEE SHEET C-1 FOR TYPICAL PAVEMENT SECTIONS.
3. ALL CURBS SHALL BE 86.12 CURB AND GUTTER.
4. DOORWAYS & ACCESS LOCATIONS ARE SHOWN FOR REFERENCE ONLY TO BE CORRELATED WITH FINAL ARCHITECTURAL PLANS.
5. DEMOLITION OF ALL ON-SITE PAVEMENT, CURB, & BUILDINGS DETAILED ON SHEET P-DEM-1.
6. SITE SHALL MEET ALL ADA REQUIREMENTS. ALL ADA DETECTABLE WARNING TILE SHALL BE PER VILLAGE STANDARD.
7. ALL EXISTING ON-SITE SIGNAGE 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.

PRELIMINARY SITE PLAN - PHASE 1

UPTOWN LAGRANGE
LAGRANGE, IL

CONSULTING ENGINEERS
CIVIL/MECHANICAL ENGINEERS
LAND SURVEYORS

1500 W. Ogden Avenue, Suite 200
Lagrange, IL 62450
Phone: (618) 698-4800 Fax: (618) 698-4905

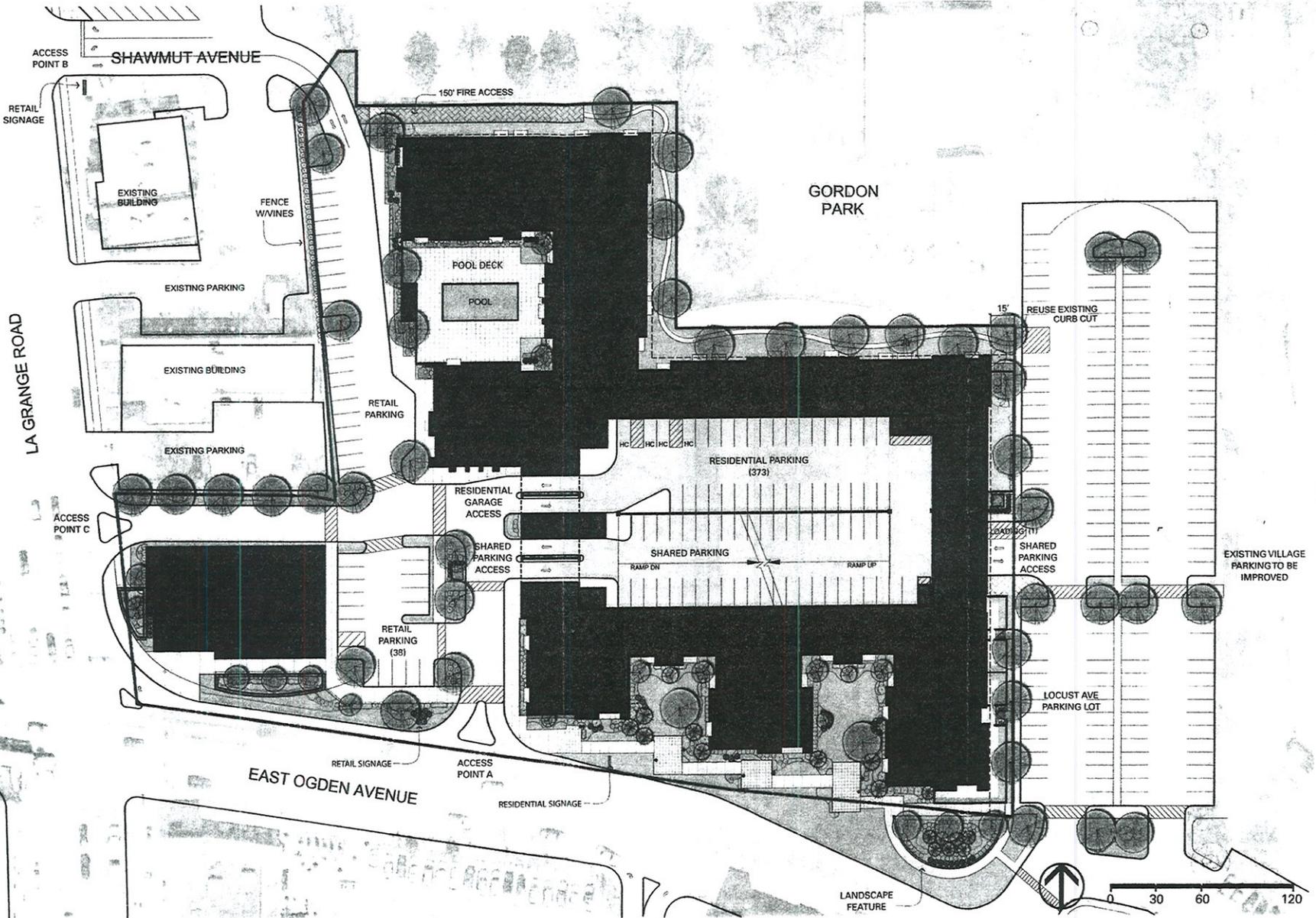


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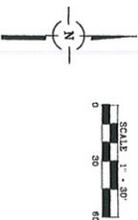
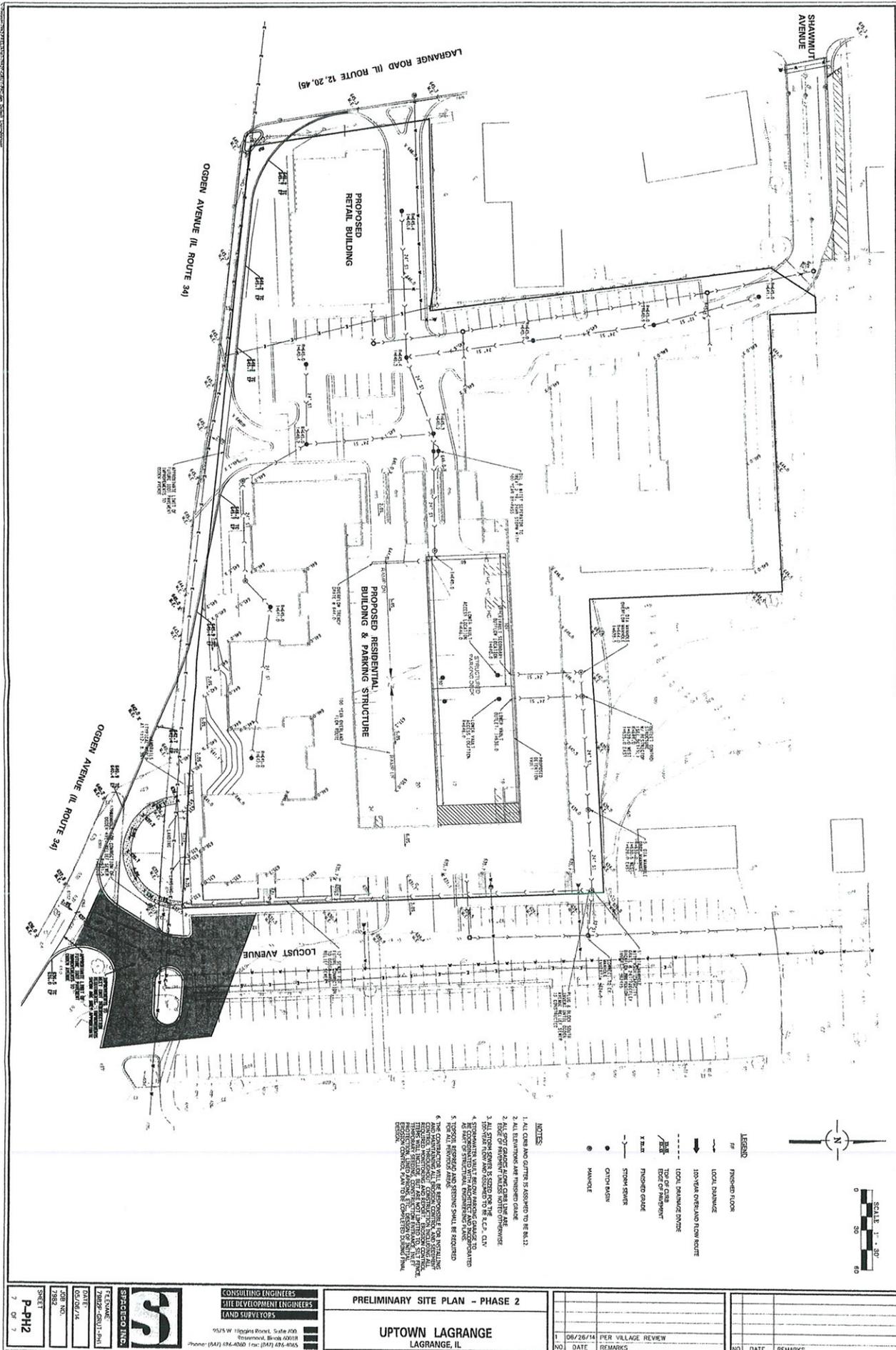
SHEET
P-GM1
4 OF 7

5-A-232

NO.	DATE	REMARKS
1	05/28/14	PER VILLAGE REVIEW
2		
3		
4		
5		



5-A-2.33



PRELIMINARY SITE PLAN - PHASE 2

UPTOWN LAGRANGE
LAGRANGE, IL

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9515 W. Higgins Road, Suite 200
Rosemead, Illinois 60018
Phone: (631) 474-4300 Fax: (631) 474-4305



SPACED INC.
7700 S. JENSEN DR.
MARIETTA, GA 30067
770.962.7400
770.962.7882

NO.	DATE	REMARKS
1	06/26/14	PER VILLAGE REVIEW

5-A-1234

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.**

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">• Burial of overhead utilities onsite and to the front of the BP Amoco Gas Station• Shawmut Avenue – milling and resurfacing, removal of angled parking stalls• Light Fixtures – add pedestrian style light fixtures along Ogden Avenue• Sewer – replace or provide liner for 310 linear feet of pipe under Locust Ave.• Water main• Replace 6 inch main under Locust Avenue parking lot with 12” water main• Remove and replace approx. 60 feet of 6” water main and replace with 12” main at south end of Locust parking lot• Extend 12”water main approx. 600 feet to connect to stub at Water Tower• Locust Avenue parking lot – mill, resurface and restripe, including pedestrian crosswalk across parking lot• Landscape Feature – added to southeastern end of project• Easements to IDOT to widen Ogden Avenue and for realignment of Locust Avenue “by others”• Construction Project Management Assistance

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.

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.

Standard		C-3 General Service Commercial District	Planned Development Standards	Proposed Development
Use		Retail, service, multiple family dwellings as a permitted use	Same	Retail: 9,200 sq. feet Multiple family: 278 units
Height		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. East side: 6 stories, 68 ft.
Total Lot Area		N/A	Minimum 15,000 square feet	187,144 (4.29 acres)
Lot Area Per Unit*		Minimum 2,000 sq. ft. per unit Permitted: 94 units (187,144ft ² ./2,000= 94 units)	None specified	278 units (673 sq. ft./unit) *Requires modification under PD
Minimum Lot Width		Minimum: 100 ft. for multiple family	Reduce by no more than 50%.	Approx. 350 ft.
Required Yards	Front Yard	N/A	None specified	La Grange Road: Varies
	Corner Side	N/A	None specified	Ogden Avenue: Varies/Min. 10 ft.
	Interior Side	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.
	Rear Yard	N/A	None specified	East property line: 15 ft.

5-A.250

Standard		C-3 General Service Commercial District	Planned Development Standards	Proposed Development
Minimum Dwelling Unit Size	One bedroom/ Efficiency	Minimum 650 ft ²	“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. ²	May not be reduced.	1,090 sq. ft.
	Three bedroom	Minimum 1,000 ft. ²	May not be reduced.	1,370 sq. ft.
	Four bedroom	Minimum 1,150 ft. ²	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

5. A. 2.51

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.

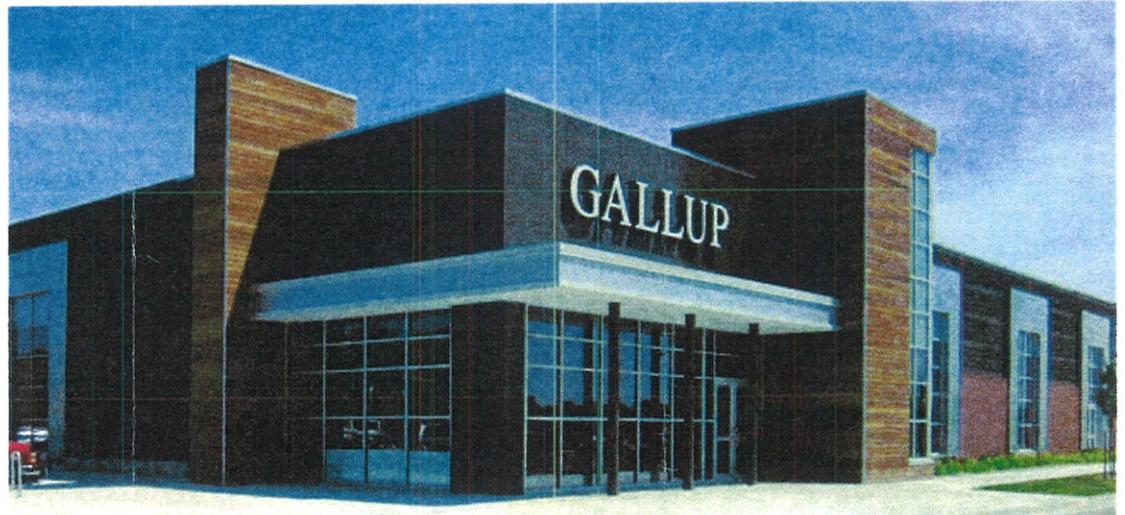
(10) Underground Utilities

- (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.



UPTOWN LAGRANGE
LAGRANGE, ILLINOIS

ARCHITECTURAL STYLEWOOD PANELS EXAMPLES

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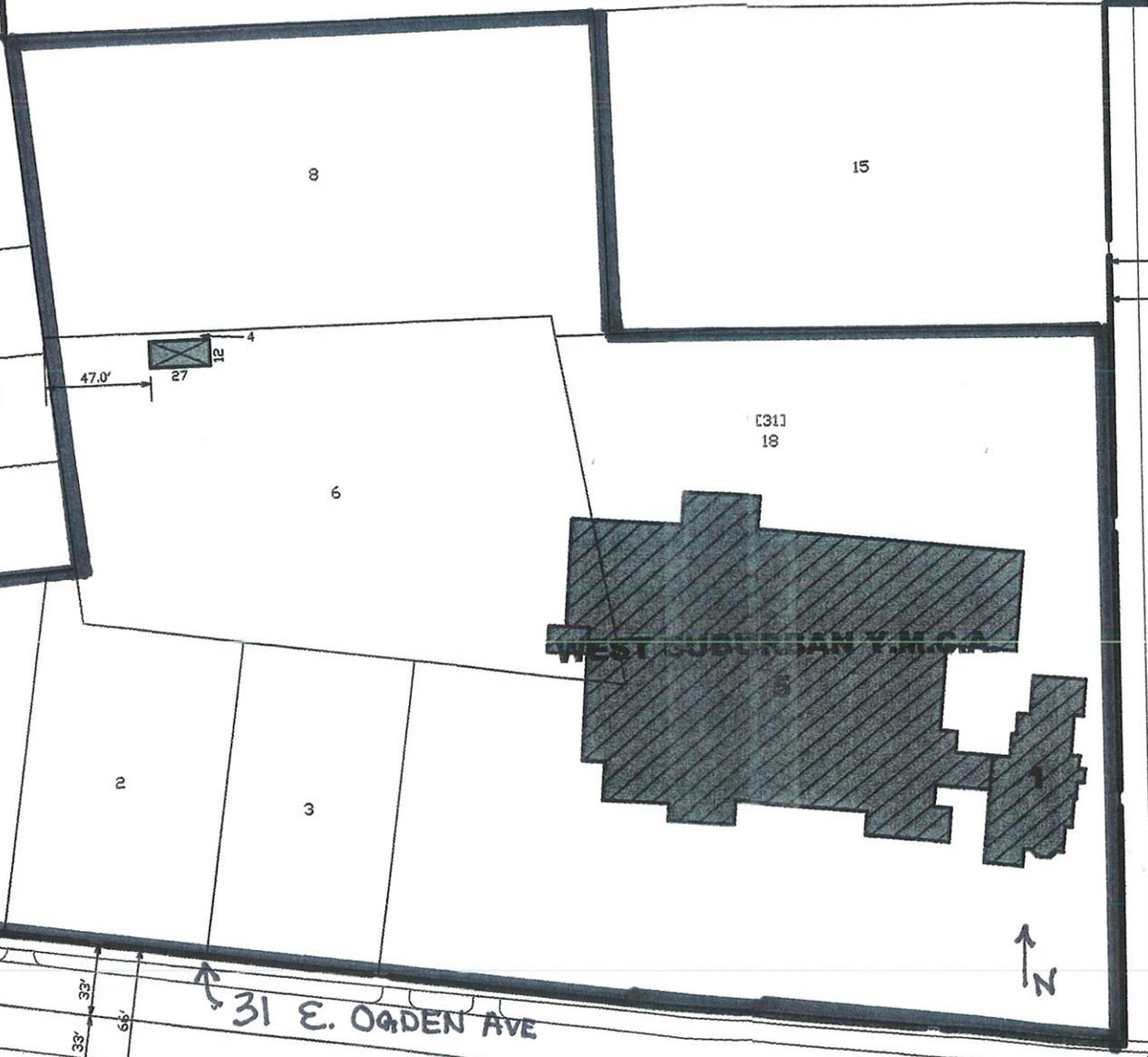
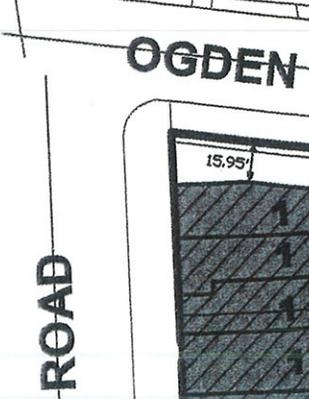
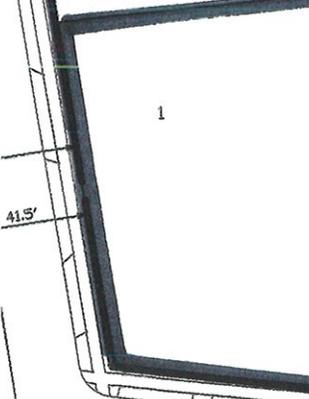
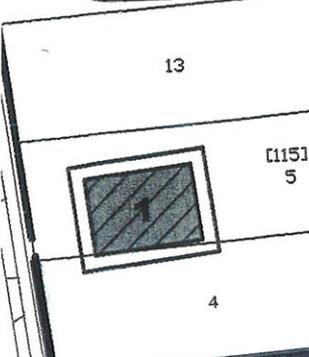
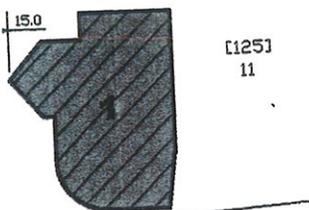
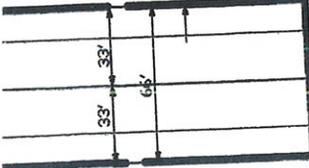
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OPUS
THE OPUS GROUP

UPTOWN LAGRANGE
LAGRANGE, ILLINOIS

ARCHITECTURAL STYLEWOOD PANELS EXAMPLES

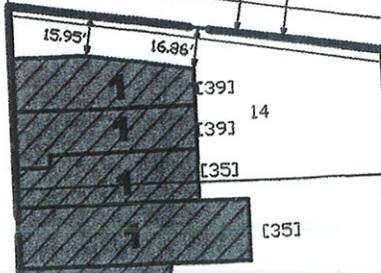
SHAWMUT AVENUE



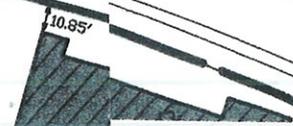
OGDEN

31 E. OGDEN AVE

ROAD



5-A, 265



LAGRANGE RD

OGDEN AVE
31 E. OGDEN AVE

LOCUST AVE

OGDEN AVE

HILLCROVE AVE

CONDO

208

209

201

200

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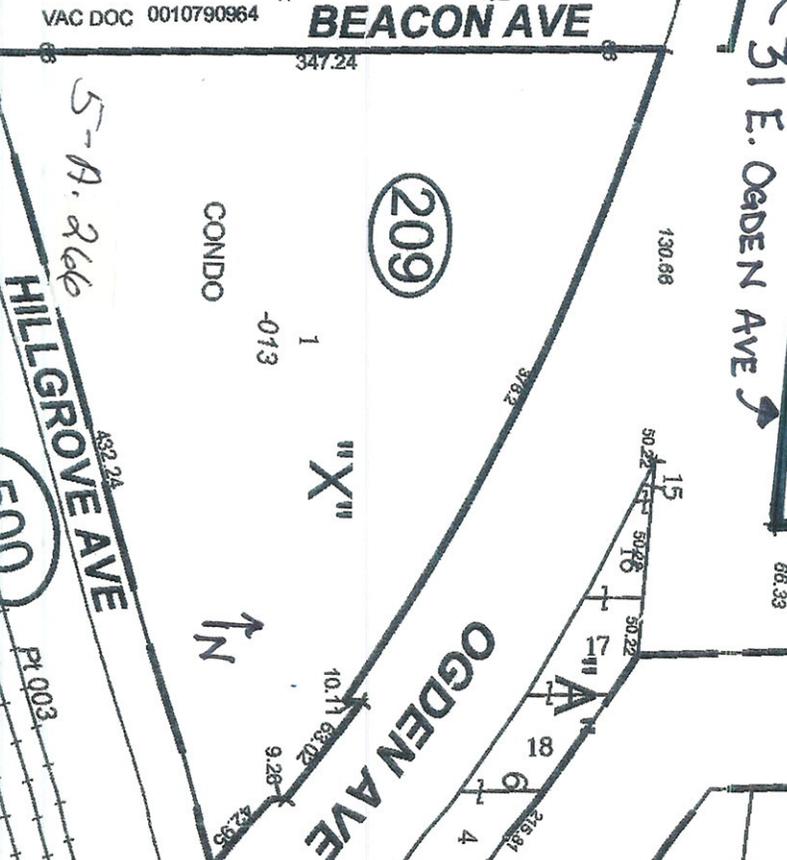
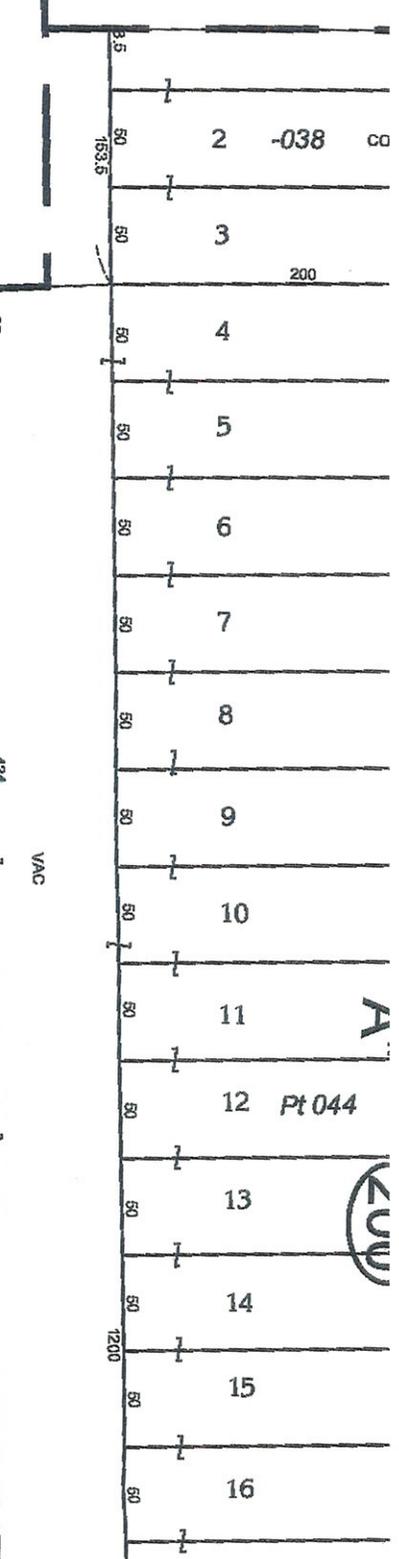
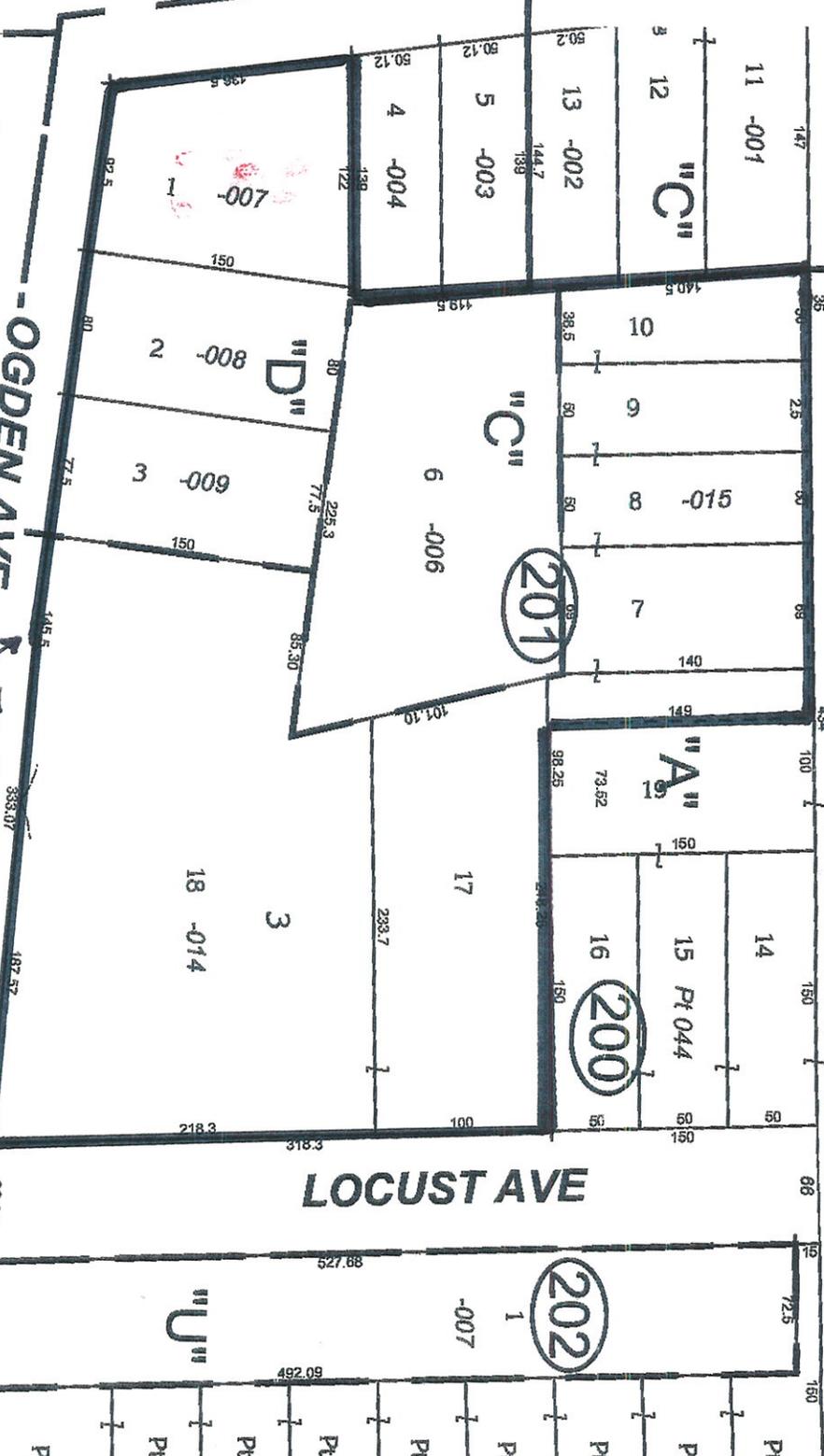
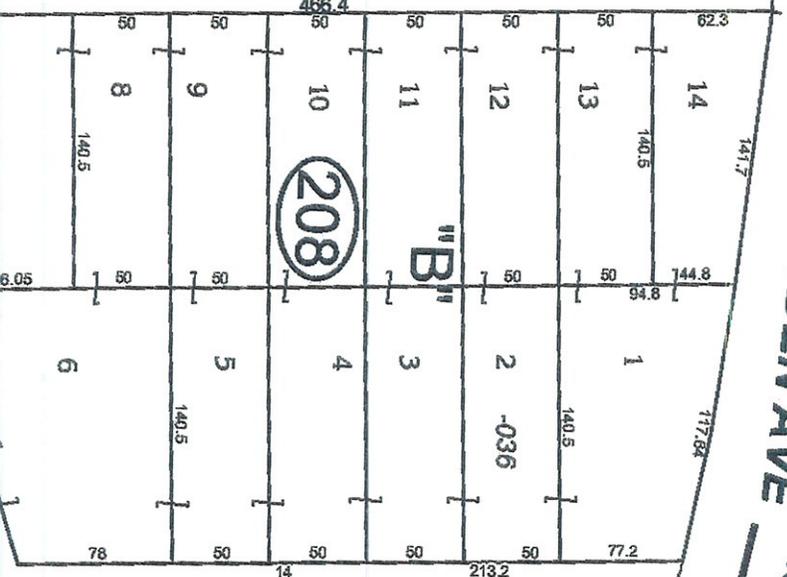
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VILLAGE OF LA GRANGE
Department of Public Works

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

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.267

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.2.71

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info@baxterwoodman.com



Memo

To: Ryan Gillingham, P.E., Director of Public Works

From: Steve Amann, P.E., CFM

Date: June 6, 2014

Project No.: 140587.90

Subject: Uptown La Grange - Preliminary Design Review

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).

5-17-2012

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.

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

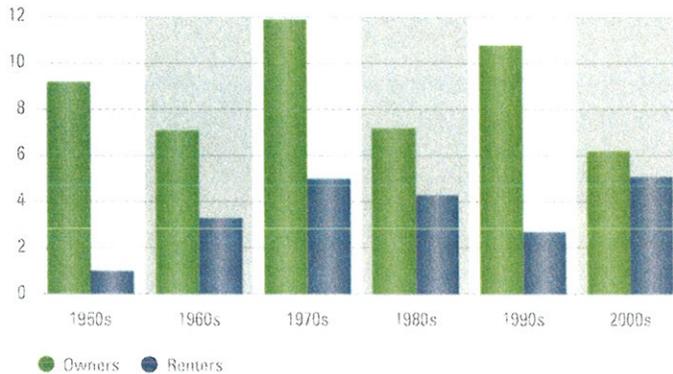
Because they are younger on average than whites and less likely to own homes, minority households make up a large and growing share of renters. In 2011, minorities accounted for only 30 percent of all households but 46 percent of renters. They also contributed 59 percent of the increase in the number 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).

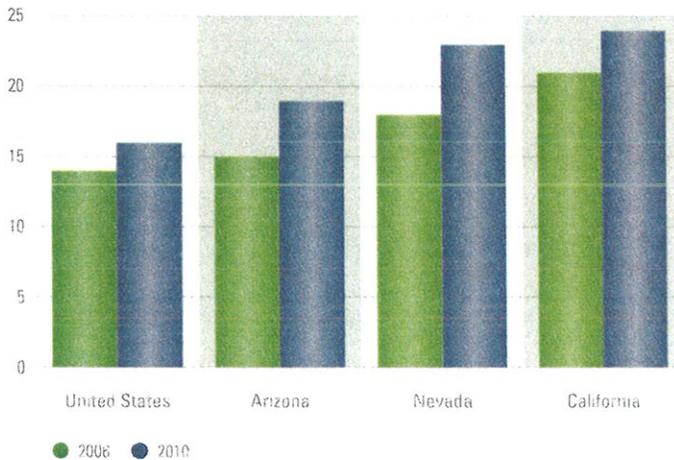
Real rents climbed in 38 of the 64 metro areas tracked by MPF Research (Figure 28). Rents in West Coast markets such as San

5-A.277

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)

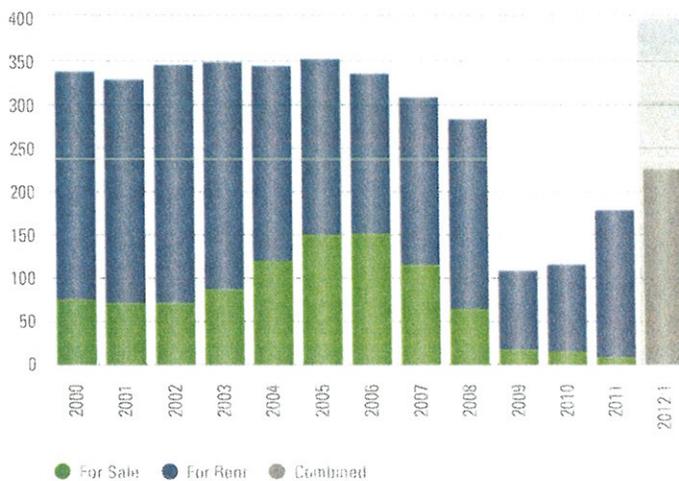


Source: JCHS tabulations of US Census Bureau, American Community Surveys

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

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

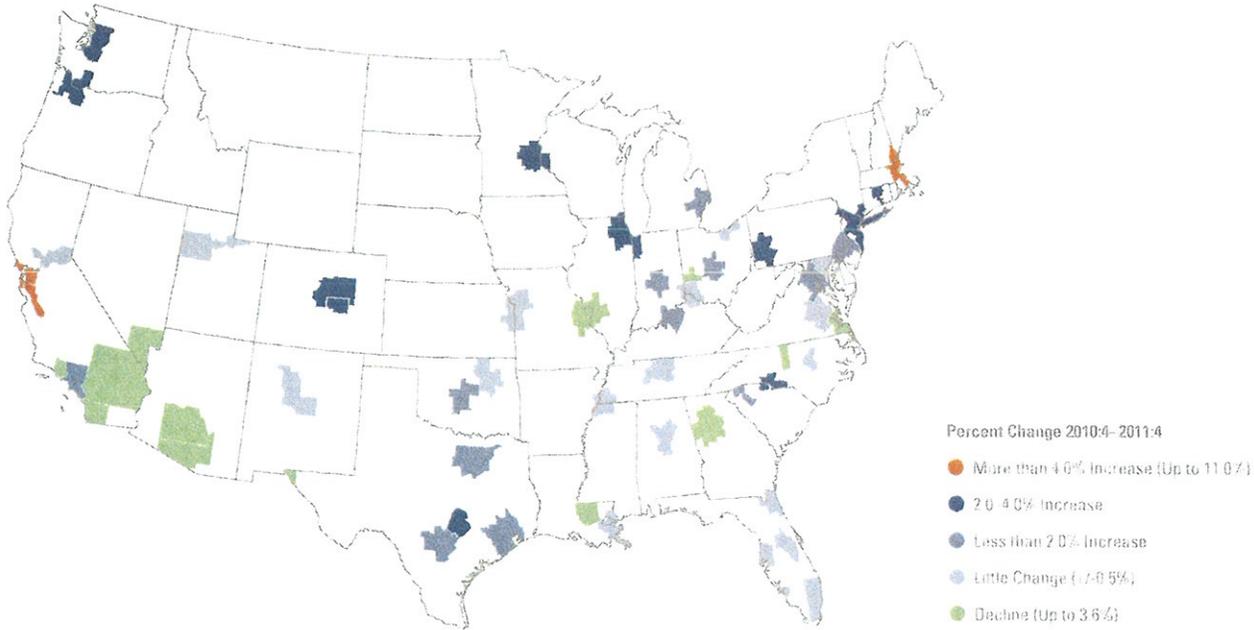
Once the recession hit, government lending was responsible for virtually all of the net growth in multifamily loans outstanding. In 2010, agency and GSE portfolios as well as MBS accounted for a \$14.8 billion net increase in outstanding multifamily loans, while banks and thrifts contributed a modest \$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.2:78

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.

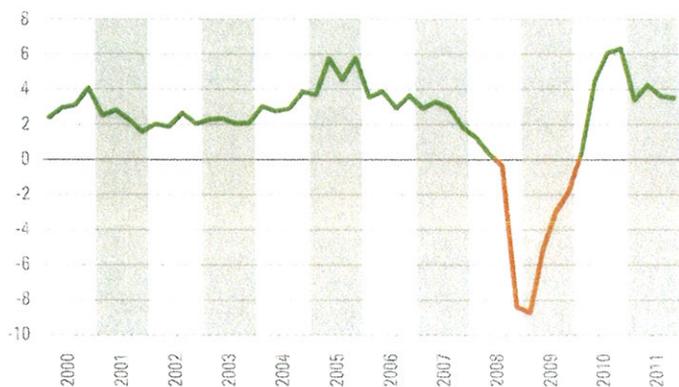
Data from the American Housing Survey reveal the range of forces that work to deplete the affordable rental inventory. Nearly three of ten units renting for less than \$400 in 1999 were lost from the stock a decade later. Demolitions and other permanent removals claimed nearly 12 percent of the stock, 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.

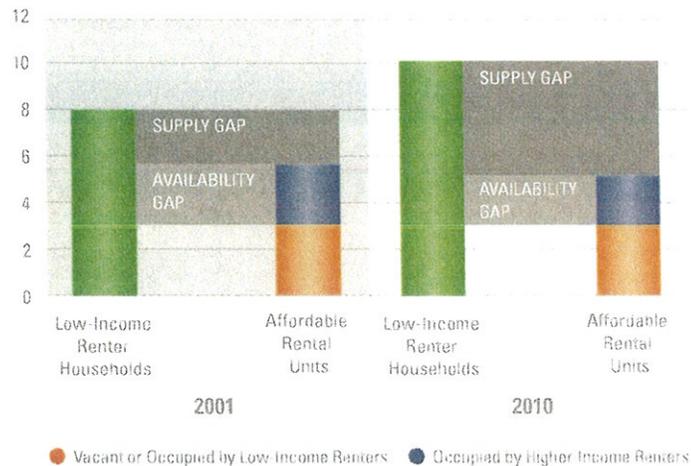
With demand growing strongly, multifamily construction should increase in many metropolitan markets. The exceptions may be metros with stubbornly high vacancy rates, many of which are located in states hit hard by the foreclosure crisis. But capital must be available to support this new construction. 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

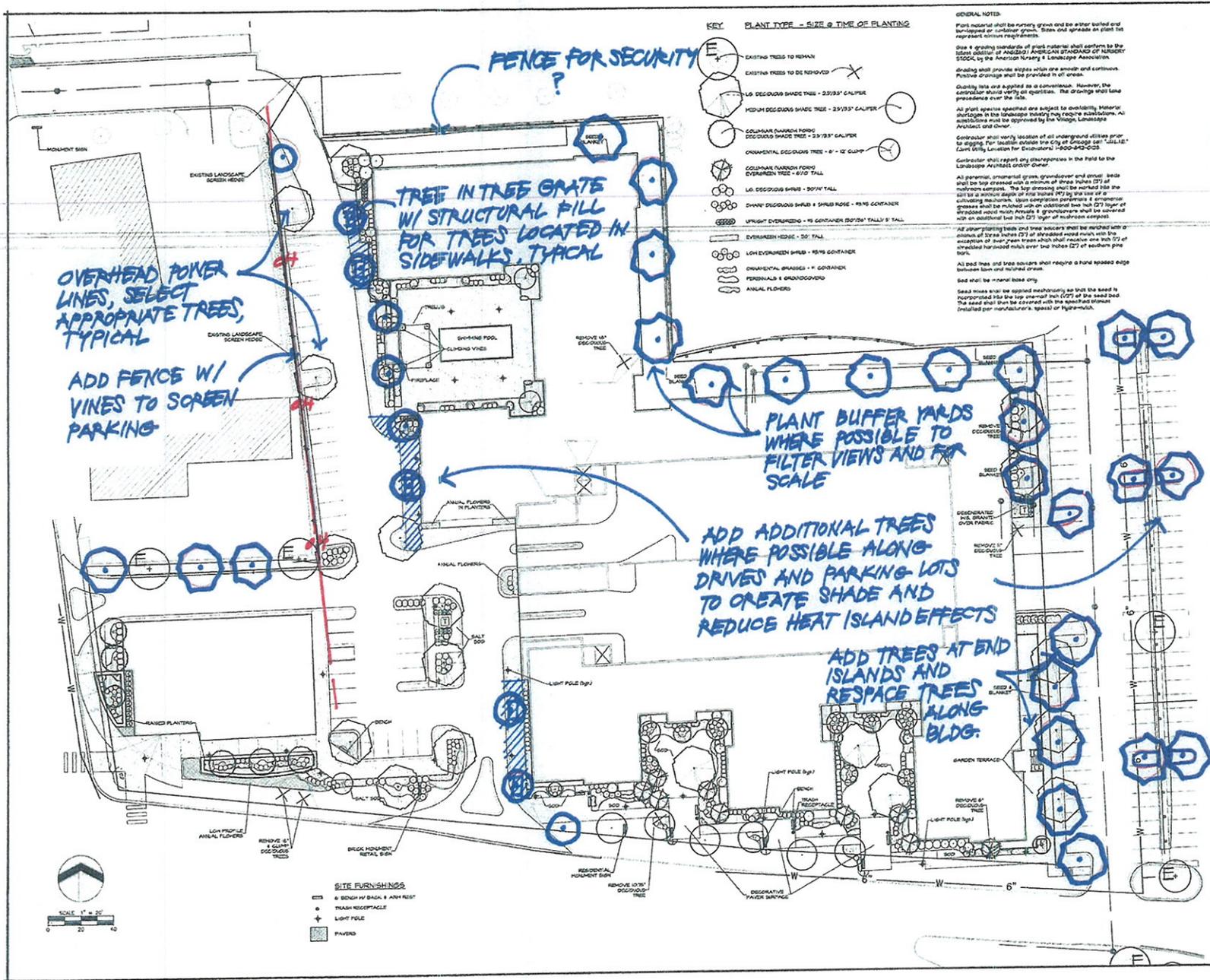
The Gap Between the Number of Low-Income Renters and the Supply of Affordable, Available, and Adequate Units Continues to Widen

Millions



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.

5-17-281



- KEY**
- PLANT TYPE - SIZE @ TIME OF PLANTING**
- EXISTING TREES TO BE REMAIN
 - EXISTING TREES TO BE REMOVED
 - LG DECIDUOUS SHADE TREE - 25/35" CALIPER
 - MEDIUM DECIDUOUS SHADE TREE - 15/25" CALIPER
 - COLUMNAR NARROW FORM DECIDUOUS SHADE TREE - 25/35" CALIPER
 - ORIENTAL DECIDUOUS TREE - 6" @ 12" CALIPER
 - COLUMNAR NARROW FORM EVERGREEN TREE - 6' @ 10' TALL
 - LG DECIDUOUS SHRUB - 50/74" TALL
 - DIWANT DECIDUOUS SHRUB & SHRUB ROSE - 18" @ 18" CONTAINER
 - EVERGREEN EVERBERRY - 18" CONTAINER 20/24" TALL @ 3" TALL
 - EVERGREEN HEDGE - 30" TALL
 - LOW EVERGREEN SHRUB - 18" @ 18" CONTAINER
 - ORIENTAL GRASSES - 18" CONTAINER
 - PERENNIALS & BROADLEAFED
 - ANNUAL FLOWERS

GENERAL NOTES:

Plant material shall be nursery grown and be either balled and wrapped or container grown. Sizes and spreads as plant list represent minimum requirements.

Size & grading standards of plant material shall conform to the latest edition of ANGLISIA AMERICAN STANDARDS OF HARBOR STOCK, by the American Nursery & Landscape Association. Grading shall provide slopes within one percent and continuous. Positive drainage must be provided in all areas.

Quantity lists are applied as a convenience. However, the contractor shall verify all quantities. The design shall take precedence over the list.

All plant species specified are subject to availability. Material shortages in the landscape industry may require substitutions. All substitutions must be approved by the Origin, Landscape Architect and Owner.

Contractor shall verify location of all underground utilities prior to digging. 7" location within the City of Chicago call "811". Call 811 Location for Excavations 1-800-485-5029

Contractor shall report any discrepancies in the field to the Landscape Architect, owner.

All perennial, ornamental grass, groundcover and annual beds shall be top dressed with a minimum of three inches (3") of medium compost. The top dressing shall be worked into the soil to a minimum depth of six inches (6") by one inch of a soil testing procedure. When completion of construction, all areas shall be mulched with an additional two inch (2") layer of shredded wood chips. All groundcover shall be covered with an additional two inch (2") layer of medium compost.

All shrub planting beds and tree sockets shall be mulched with a minimum of three inches (3") of shredded wood chips with the exception of tree-plant traps which shall receive one inch (1") of shredded mulch which shall be replaced every two (2) years.

All pad trees and tree sockets shall require a hard spaced edge between lawn and mulched areas.

Soil shall be minimal base only.

Seed mixes shall be applied mechanically so that the seed is incorporated into the top mineral soil (OT) of the seed bed. The seed shall then be covered with the specified amount (indicated per manufacturer's spread) of topsoil.

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REVISIONS

NO.	DATE	DESCRIPTION

UPTOWN LaGRANGE
LaGrange, Illinois

PARKING LOT SCREEN LANDSCAPE?

Hitchcock Design Group
Suggested landscape changes

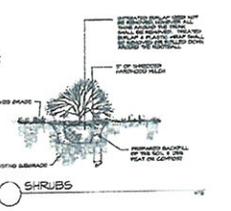
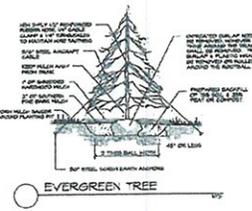
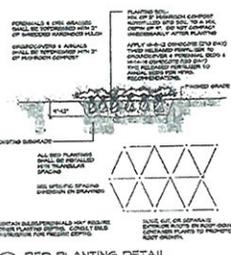
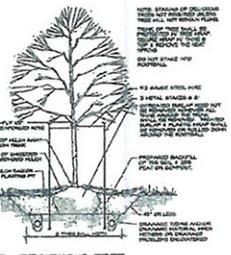
IRG Ives/Ryan Group, Inc.
30 N. EGDENHOWER LANE
LA GRANGE, IL 60148
PHONE: 630.717.0725

Landscape Architecture
Park & Recreation Design
Site & Community Planning
www.ivesryangroup.com

PRELIMINARY LANDSCAPE PLAN PHASE 1

PROJECT NO.: JOB NO.:
L914 8617A

DATE: 5-6-15 SHEET
SCALE: 1"=20' L-1
PLANNER: JES
DRAWN BY: JES
CHECKED:



The following is a general listing of species from material books which plant species requirements are to be reviewed.

SYMBOL	SYMBOL NAME	COMMON NAME	SYMBOL	SYMBOL NAME	COMMON NAME
DECIDUOUS SHADE TREES					
N	Alexis (Buckeye) 1	Fraxinus nigra	N	Bassia alba	Common Buckeye
N	Alexis (Buckeye) 2	Fraxinus nigra	N	Bassia alba	Common Buckeye
N	Alexis (Buckeye) 3	Fraxinus nigra	N	Bassia alba	Common Buckeye
N	Alexis (Buckeye) 4	Fraxinus nigra	N	Bassia alba	Common Buckeye
N	Alexis (Buckeye) 5	Fraxinus nigra	N	Bassia alba	Common Buckeye
N	Alexis (Buckeye) 6	Fraxinus nigra	N	Bassia alba	Common Buckeye
N	Alexis (Buckeye) 7	Fraxinus nigra	N	Bassia alba	Common Buckeye
N	Alexis (Buckeye) 8	Fraxinus nigra	N	Bassia alba	Common Buckeye
N	Alexis (Buckeye) 9	Fraxinus nigra	N	Bassia alba	Common Buckeye
N	Alexis (Buckeye) 10	Fraxinus nigra	N	Bassia alba	Common Buckeye
N	Alexis (Buckeye) 11	Fraxinus nigra	N	Bassia alba	Common Buckeye
N	Alexis (Buckeye) 12	Fraxinus nigra	N	Bassia alba	Common Buckeye
N	Alexis (Buckeye) 13	Fraxinus nigra	N	Bassia alba	Common Buckeye
N	Alexis (Buckeye) 14	Fraxinus nigra	N	Bassia alba	Common Buckeye
N	Alexis (Buckeye) 15	Fraxinus nigra	N	Bassia alba	Common Buckeye
N	Alexis (Buckeye) 16	Fraxinus nigra	N	Bassia alba	Common Buckeye
N	Alexis (Buckeye) 17	Fraxinus nigra	N	Bassia alba	Common Buckeye
N	Alexis (Buckeye) 18	Fraxinus nigra	N	Bassia alba	Common Buckeye
N	Alexis (Buckeye) 19	Fraxinus nigra	N	Bassia alba	Common Buckeye
N	Alexis (Buckeye) 20	Fraxinus nigra	N	Bassia alba	Common Buckeye
N	Alexis (Buckeye) 21	Fraxinus nigra	N	Bassia alba	Common Buckeye
N	Alexis (Buckeye) 22	Fraxinus nigra	N	Bassia alba	Common Buckeye
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N	Alexis (Buckeye) 79	Fraxinus nigra	N	Bassia alba	Common Buckeye
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N	Alexis (Buckeye) 91	Fraxinus nigra	N	Bassia alba	Common Buckeye
N	Alexis (Buckeye) 92	Fraxinus nigra	N	Bassia alba	Common Buckeye
N	Alexis (Buckeye) 93	Fraxinus nigra	N	Bassia alba	Common Buckeye
N	Alexis (Buckeye) 94	Fraxinus nigra	N	Bassia alba	Common Buckeye
N	Alexis (Buckeye) 95	Fraxinus nigra	N	Bassia alba	Common Buckeye
N	Alexis (Buckeye) 96	Fraxinus nigra	N	Bassia alba	Common Buckeye
N	Alexis (Buckeye) 97	Fraxinus nigra	N	Bassia alba	Common Buckeye
N	Alexis (Buckeye) 98	Fraxinus nigra	N	Bassia alba	Common Buckeye
N	Alexis (Buckeye) 99	Fraxinus nigra	N	Bassia alba	Common Buckeye
N	Alexis (Buckeye) 100	Fraxinus nigra	N	Bassia alba	Common Buckeye

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REVISIONS

1.	Check for errors	03/14
2.	Check for errors	03/14
3.	Check for errors	03/14

UPTOWN LaGRANGE
LaGrange, Illinois

See next page for comments on the plant list.

5-A-282

IRG Inverlyan Group, Inc.
201 N. CROSHOWER LANE
LOMBARD, IL 60145
PHONE: 630.717.8725

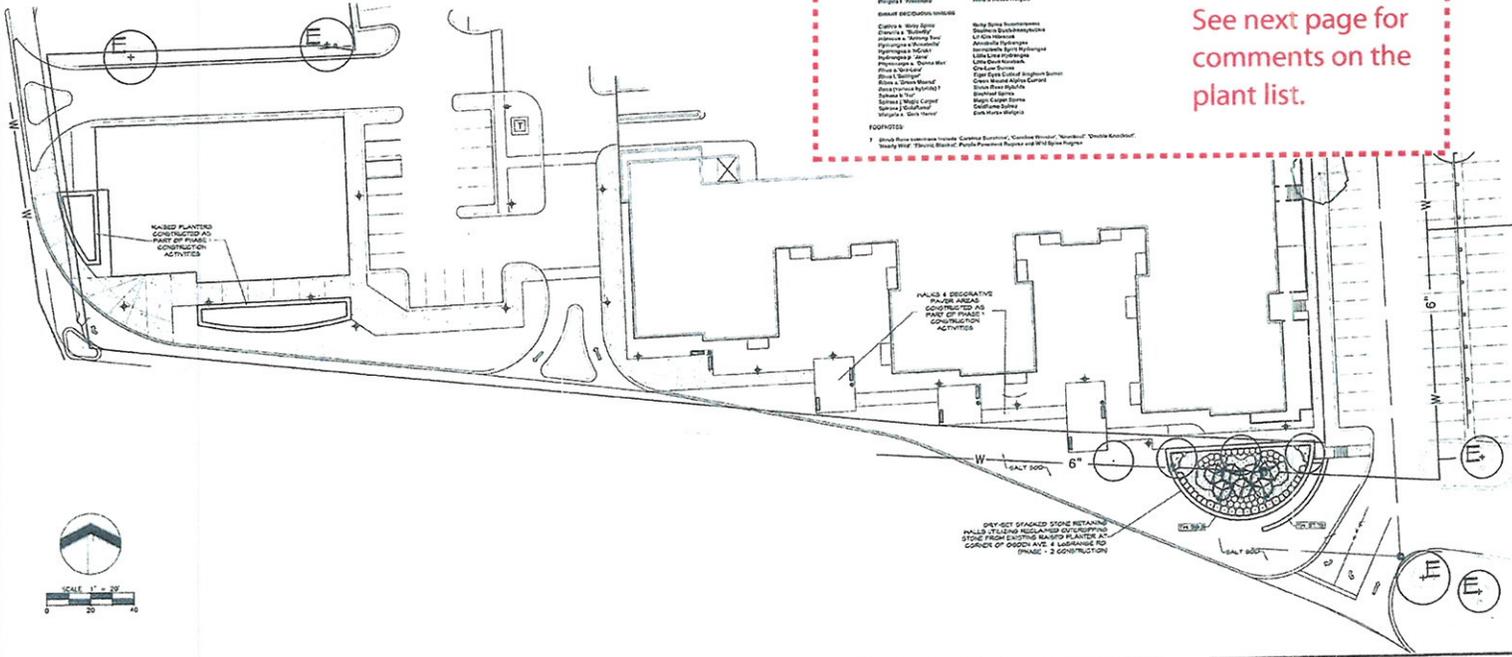
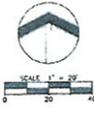
Landscape Architecture
Park & Recreation Design
Site & Community Planning
www.inverlyan.com

PRELIMINARY LANDSCAPE PLAN PHASE 2

PROJECT NO. JOB NO.
L914 8617A

DATE: 2-14 SHEET
SCALE: 1"=20'
PLANNER: JES
DRAWN BY: JES
CHECKED: JES

L-2



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
DECIDUOUS SHADE TREES			BROADLEAF/EVERGREEN SHRUBS		
N	Acer freemanii (cultivars) 1	Freeman Maple	SP	Buxus 'Wilson'	Northern Charm Littleleaf Boxwood
N	Acer miyabei 'Morton'	State Street Miyabe Maple		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 t. inermis (cultivars) 2	Honeylocust (thornless varieties)		Thuja o. 'Smaragd'	Emerald Green Arborvitae
N	Gymnocladus dioica 'Espresso'	Espresso Kentucky Coffeetree (Seedless)		Thuja o. 'Technyl'	Mission Arborvitae
N	Pinus calleryana (cultivars) 3	Gallery Pear (non-fruiting)			
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 schuettli	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)			
FOOTNOTES:			FOOTNOTES:		
1	Freeman Maple cultivars include 'Autumn Blaze', 'Marmo', 'Celebration' and 'Armstrong'.			8 Chinese Juniper cultivars include 'Daub's Frosted', 'Kailay's Compact', 'sargentii', 'Gold Lace' and 'Sea Green'.	
2	Honeylocust cultivars include 'Skyline', 'Haika', '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'.				
DECIDUOUS ORNAMENTAL TREES			ORNAMENTAL GRASS		
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	Betula p. 'Whitespire'	Whitespire Birch	SP	Molinia caerulea 'Variegata'	Variegated Moor Grass
N	Cercis canadensis	Eastern Redbud	N	Panicum virgatum (cultivars) 11	Switch Grass
N	Crataegus crusgalli inermis	Thornless Cocksbur Hawthorn	N	Phalaris a. 'Picta'	Variegated Ribbon Grass INVASIVE
N	Heptacodium miconioides	Seven-son Flower	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			
FOOTNOTES:			FOOTNOTES:		
5	Serviceberry species include canadensis, grandiflora and laevis.		11	'Heavy Metal', 'Northwind', 'Prairie Fire', 'Rotstrahlbusch' and 'Shenandoah'	
6	Crabapple selections include 'Golden Raindrops', 'Donald Wyman', 'Prairie Fire', 'Red Jewel', and 'Sugartyme'		12	'MimbluA', 'Carousel' and 'Standing Ovation'	
EVERGREEN TREES			PERENNIALS & GROUNDCOVERS		
	Picea abies	Norway Spruce		Achillea (cultivars)	Yarrow
	Picea pungens	Colorado Green Spruce		Achemilla mollis	Lady's Mantle
	Picea p. 'Fastiglata'	Columnar Colorado Spruce		Allium cernuum	Nodding Onion
	Picea glauca 'Densata'	Black Hills Spruce		Aranuncus dioicus	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
				Impatiens	Yellow Flag Iris INVASIVE
				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. 'Coecineus'	Creeping Thyme
				Vinca minor	Periwinkle
LARGE DECIDUOUS SHRUBS			DWARF DECIDUOUS SHRUBS		
	Cornus racemosa	Gray Dogwood		Clethra a. 'Ruby Spice'	Ruby Spice Summersweet
	Corylus americana	American Filbert		Diervilla s. 'Butterfly'	Southern Bush-honeysuckle
	Cotoneaster acutifolia	Peking Cotoneaster		Hibiscus s. 'Antong Two'	Lil Kim Hibiscus
	Hamamelis vernalis	Vernal Witchhazel		Hydrangea a. 'Annabelle'	Annabelle Hydrangea
	Hamamelis virginiana	Common Witchhazel		Hydrangea a. 'NCHA1'	Invincibelle Spirit Hydrangea
	Hibiscus s. 'Marina'	Blue Satin Rose of Sharon		Hydrangea p. 'Jane'	Little Lime Hydrangea
	Hydrangea a. 'Abetwo'	Incredible Hydrangea		Physocarpa a. 'Donna Max'	Little Devil Ninebark
	Hydrangea p. 'DVPinky'	Pinky Winky Hydrangea		Rhus a. 'Gro-Low'	Gro-Low Sumac
	Hydrangea p. 'Limelight'	Limelight Hydrangea		Rhus l. 'Baltiger'	Tiger Eyes Cutleaf Staghorn Sumac
	Hydrangea p. 'Tardiva'	Tardiva Hydrangea		Ribes a. 'Green Mound'	Green Mound Alpine Currant
	Ribes alpinum	Alpine Currant		Rosa (various hybrids) 7	Shrub Rose Hybrids
	Syringa p. 'Miss Kim'	Miss Kim Dwarf Lilac		Spiraea b. 'Tor'	Birchleaf Spirea
	Syringa x. 'Penda'	Bloomerrang Purple Lilac		Spiraea j. 'Magic Carpet'	Magic Carpet Spirea
	Viburnum dentatum	Arrowwood Viburnum		Spiraea j. 'Goldflame'	Goldflame Spirea
	Viburnum x. 'Cayuga'	Cayuga Viburnum		Weigela x. 'Dark Horse'	Dark Horse Weigela
	Viburnum prunifolium	Blackhaw Viburnum			
	Weigela f. 'Alexandra'	Wine & Roses Weigela			
FOOTNOTES:			FOOTNOTES:		
7	Shrub Rose selections include 'Carefree Sunshine', 'Carefree Wonder', 'Knockout', 'Double Knockout', 'Nearly Wild', 'Electric Blanket', Purple Pavement Rugosa and Wild Spice Rugosa			5-A. 283	

NOT FOR STREET TREES

PEST ISSUES (JAP. BEETLE)

INVASIVE

SP

INVASIVE

INVASIVE

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

VILLAGE OF LA GRANGE
Community Development Department

BOARD REPORT

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

FROM: Robert J. Pilipiszyn, Village Manager
Patrick D. Benjamin, Community Development Director

DATE: November 10, 2014

RE: **LA GRANGE BUSINESS ASSOCIATION/ 2014 HOMETOWN
HOLIDAY WALK - REQUEST FOR VILLAGE SPONSORSHIP**

Attached for your consideration is a request from the La Grange Business Association seeking authorization and financial support for the 24th annual Hometown Holiday Walk to be held on Saturday, December 6, 2014 from 5:00 p.m. to 9:00 p.m.

As in the past, activities will start with an All-Village Sing, followed by Santa's arrival by fire truck and the traditional lighting of the "Village Tree." Santa will be seated in the Village Hall auditorium together with Mrs. Claus and will be assisted by several elves. Face painting, enhanced decorations, and the addition of musical entertainment are part of the plans for families waiting in line to visit with Santa and Mrs. Claus.

The Holiday Walk will include strolling musicians, a petting zoo, pony rides and ice sculptures situated throughout the Village. There will also be a cider and snack station in the fountain area.

This year in an attempt to compete with online shopping and local malls, the La Grange Business Association is partnering with the Village on a marketing initiative called "Unwrap La Grange For a Hometown Holiday" in an effort to drive revenue to local retailers and position La Grange as a unique place to shop and dine through the holidays and beyond. This sales promotion involves incentives to customers who spend a minimum of \$300 in La Grange and is driven by an aggressive advertising, marketing and publicity campaign with the assistance of Ripson Communications.

The La Grange Business Association is again requesting that the Village co-sponsor the annual Hometown Holiday Walk as is provided for in the 2014/2015 Budget document in an amount of \$12,000. The Village's position of sponsorship is committed to marketing the event, which includes newspaper advertisements, posters, and most importantly the production and mailing of the brochure indicating participants and activities for the evening as well as the "Unwrap La Grange" initiative.

The annual Holiday Walk has always been a positive reflection of the Village of La Grange and brings shoppers into the community which is the ultimate goal of both the La Grange Business Association and the Village of La Grange.

It is recommended that the Village again support the Holiday Walk's cost of advertising and marketing for 2014 in an amount not to exceed \$12,000, with the following conditions as outlined in our sponsorship policy:

- The La Grange Business Association will provide a complete financial statement for the organization for fiscal year 2014;
- The La Grange Business Association will provide a budget for this event including line item detail;
- The La Grange Business Association will acquire cash sponsorship to match the Village contribution;
- The La Grange Business Association will provide a complete final accounting for this event;
- The Village of La Grange is to be prominently listed on all advertising, including, but not limited to, posters, web sites and newspaper advertising. All advertising is to be approved by Village staff prior to public presentation
- All events are to be coordinated to the satisfaction of the Village.

As the cost of doing business has climbed over the past few years and the La Grange Business Association is now incurring additional marketing expenses to strengthen the business climate in the fourth quarter and beyond. For the Silver Anniversary, 25th Hometown Holiday, they are respectfully requesting additional support from the Village in Fiscal Year 2015/2016 as part of the in the amount of \$16,000 to help cover these costs.

Representatives from the La Grange Business Association will be in attendance at your meeting to answer any questions you may have.



106 Calendar Avenue La Grange, Illinois 60525

October 28, 2014

Mr. Patrick Benjamin
Village of La Grange
53 S. La Grange Rd.
La Grange, IL 60525

Dear Pat:

Plans are underway for the 24th annual Hometown Holiday Walk. The Walk will be held Saturday, December 6 from 5-9 pm throughout Downtown La Grange.

The Village of La Grange and the La Grange Business Association have successfully partnered to provide our residents a magical evening filled with community spirit. Once again activities will start at 5:00pm on the Village Hall lawn with an All-Village Sing, followed by Santa's arrival by fire truck and lighting of the "Village Tree." We would like to continue the tradition of lighting the large evergreen-style tree on the south end of the Village Hall lawn.

We have been pleased with the arrangement of having Santa situated in the Village Hall Board Room and would like to continue with this idea again this year. As entertainment for folks waiting to see Santa, we will have a magician roaming around the room. We plan to sell LGBA gift certificates from a table in the lobby of Village Hall.

Plans are underway to have ice sculptures situated throughout the Central Business District. We will also be providing our guests the opportunity to ride the "North Pole Express" (a kiddie train ride) in the parking lot behind Palmer Place. There will be three trolley cars in the downtown area that evening. We will also be hosting a Petting Zoo with Pony Rides on Calendar Court for all the kids to enjoy.

We again request that the Fire Department deliver Santa to Village Hall at 5:30pm. Estimates from past years have indicated that approximately 5,000 people are in town for the Walk, so we also request any additional police manpower that you deem necessary.

The La Grange Business Association has worked diligently each year to continue to improve the quality of our Holiday Walk. Committee members and our Executive Director dedicate countless hours coordinating the details to ensure the success of this event. We truly appreciate the help of the Village with sponsorship and the help from Village Departments to help decorate our town. We believe our partnership makes

5-13,2

Hometown Holiday an event that is enjoyed by our community and envied by our neighbors.

The Village of La Grange will be included in all newspaper, website, direct mail and other corresponding marketing materials as a "Co-Sponsor" of this important community event along with the LGBA. The La Grange Business Association will provide the necessary expense and receipt reports so that the Village can make their reimbursement.

In order to aggressively compete with online shopping and local malls, we are embarking on a marketing initiative called "Unwrap La Grange for a Hometown Holiday" to drive revenue to local retailers and position La Grange as a unique place to shop and dine through the holidays and beyond. This ambitious sales promotion involves incentives to customers who spend a minimum of \$300 in La Grange and is driven by an aggressive advertising, marketing and publicity campaign with the assistance of Ripson Communications, a high-performing public relations agency.

As the cost of doing business has climbed over the past few years and we're now incurring additional marketing expenses to strengthen the business climate in the fourth quarter and beyond, the LGBA respectfully requests additional support from the Village in 2015 in the amount of \$16,000 to help cover these costs.

Again, the LGBA would like to thank the Village of La Grange for their participation and support of this wonderful event.

Please call me at (708) 352-4300 or email me at ryan.williamson@lpl.com with any questions or concerns that you may have.

Sincerely,

Ryan Williamson
Committee Co-Chair
La Grange Business Association

P.S. Please forward this letter or share its contents with the appropriate Village staff so that they will be informed of the plans for this year.

VILLAGE OF LA GRANGE
Finance Department

BOARD REPORT

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

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

DATE: November 6, 2014

RE: **PRELIMINARY REVIEW OF THE PROPOSED 2014 PROPERTY TAX LEVY REQUEST**

The **Truth in Taxation Law** requires a preliminary review of the proposed property tax levy by the corporate authorities at least 20 days prior to the adoption of the tax levy to determine if the aggregate levy is more than 5 percent greater than the preceding year's tax levy extension, exclusive of debt service. If the preliminary levy is estimated to exceed the preceding year's levy by more than 5 percent, the Village must hold a public hearing prior to the adoption of the proposed property tax levy. The proposed Truth in Taxation levy request, excluding debt service, shows a total increase of 2.84 percent over the prior year's extension (See attached Exhibit 1). Therefore, the Village of La Grange is not required to hold a public hearing regarding the 2014 property tax levy.

The proposed Village and Library's property tax levy increase of 2.84 percent over the prior year's extension, exclusive of debt service, is also subject to the Property Tax Limitation Act (property tax caps), which limits the increase in property tax extensions, exclusive of debt service and new property growth, to five percent, or the percent of increase in the national Consumer Price Index (CPI), whichever is less.

The key feature resulting from the property tax limitation legislation is the calculation of the limiting rate. The aggregate rate extended for those funds subject to the Property Tax Limitation Act cannot exceed the limiting rate. The limiting rate formula allows for growth in aggregate extensions by the amount of the limit, **plus** amounts for voter approved rate increases and new growth. When calculating the limiting rate, the Village must also make its best estimate concerning the 2014 EAV and 2014 new property, as these figures will not be known until after the final levy is required to be filed with the County, no later than the last Tuesday in December.

The limiting rate calculation includes new growth which is generally defined as improvements or additions to a property that increase the assessed value of that real property during the levy year. It does not include maintenance, remodeling or triennial reassessments.

The Village’s limiting rate for the 2014 tax levy is calculated as follows:

(2013 extension, excluding debt service)			
8,475,893	x	1.015 (CPI)	=
(575,297,090 - 7,500,000) divided by 100		5,677,971	=
(2014 est. EAV – 2014 est. new growth)		8,603,031	= 1.5152

The CPI rate for the 2014 levy determined as of December 2013 was 1.5 percent. The percentage increase in the tax levy over the 1.5 percent CPI represents estimated new growth of \$7.5 million EAV based upon previous residential and commercial construction Village wide. It is critical to capture new growth in the year it becomes available. Otherwise, it will become part of the succeeding years' base EAV and not subject to an increased levy in future years. If such new growth does not occur, the property tax levy will automatically be lowered by Cook County.

Cook County reported new growth in the Village during 2013 of 2.4 million EAV. In previous years the Village incurred new growth from residential and commercial construction as follows: 2012 - 2.3 million; 2011 - 2.5 million; 2010 - 1.4 million; 2009 - 47 million (42.5 million due to the end of the TIF District and 4.5 million from new construction); 2008 - 8.8 million, 2007 - 7.2 million, 2006 - 9.8, 2005 -12.9 million and 2004 - 4.1 million.

Cook County also includes a 3% loss and cost factor to the Village levy. This ensures the Village will collect sufficient property taxes to fund operations and make bond payments. The loss and cost amount is added to levies to offset any unpaid property taxes due to delinquencies and foreclosures. By including a loss and cost factor, the Village ensures any new growth not accounted for in the Village’s estimate will be captured as part of the tax levy.

Since the adoption of the Property Tax Limitation Act in 1994, the Village has increased the annual property tax levy in an amount equal to the tax cap in order to generate sufficient revenues to meet operating costs. With tax levies limited to the lesser of 5% or the CPI, excluding new growth; and personnel, pension and health insurance costs increasing in excess of these amounts the Village must continue with conservative fiscal management, economic development and identifying alternate revenue sources in order to meet operational requirements and maintain its long-term fiscal health.

The Village Board has previously discussed and elected to continue the practice of levying property tax amounts equal to the CPI. While the Village’s financial plan anticipates the receipt of property tax revenue based on this practice, the Village’s tax levy is discussed and carefully considered on an annual basis.

Although the proposed Village and Library’s 2014 property tax levies reflect an increase of 2.84 percent over the prior year's extension, the impact on an individual homeowner is limited to the increase of the CPI which is 1.50 percent (See attached Exhibit 3). The limiting rate calculation allows the Village to include the increased dollar amount of the property tax levy which is then

distributed over a larger EAV base which ultimately limits the overall increase on an individual property to the increase in the CPI.

The fact that levying for new growth does not result in an increase in individual homeowners property taxes is important to note as in subsequent years the Village is anticipating significant new growth from development projects (like from the site of the former YMCA and 40 S. Ashland). However, it is also very difficult to anticipate when new growth will be included on to Village tax rolls by Cook County. As such, in subsequent year's when we reasonably expect significant new growth, the Village may want to levy for the increase in EAV, to ensure that the new growth is captured in the year it becomes available; but for budgetary purposes, not reflect the additional property tax revenue from the anticipated new growth, until the increase in EAV is confirmed in the subsequent fiscal year. As noted previously, if such new growth does not occur, the property tax levy will automatically be lowered by Cook County.

The cost impact of new growth being levied and budgeted at 7.5 million vs. 2.4 million based on more recent experience is a decrease in property tax revenue of approximately \$30,000 which is manageable within the current operating budget. What is critical to the overall, long-term financial condition of the Village is that it remains better to overestimate than to underestimate new growth to ensure the new growth is captured in the year it becomes available.

It should be noted that at this time, the Village Board is only announcing the 2014 preliminary tax levy for the purpose of determining if the total aggregate levy is more than 5 percent greater than the preceding year's tax levy extension in accordance with Truth in Taxation requirements ordinance. The ordinance adopting the final 2014 tax levy will be presented at the December 8, 2014 Village Board meeting.

Information regarding individual line item levies (corporate, forestry, road & bridge, ambulance, police and fire pension levies, etc.) which collectively make up the total Village property tax levy is detailed below.

General Fund Levy

The cumulative levy in the General Fund levy is \$-12,204 or -0.28 percent. The General Fund levy, in total, is the amount available under tax cap law, after funding the Village's pension levies (IMRF, Social Security, Police and Fire Pension Funds). The Police and Fire Pension Fund levies increased due to changes in assumptions utilized in the annual actuarial valuation reports (See Pension Levies for more information). It is important to note that due to tax cap limitations, any increase in any one individual line item levy results in a corresponding decrease in another individual line item levy, with the overall tax levy increase not being affected; however this results in less property tax revenue for General Fund operations.

At this time, for the purpose of pre-budget development, projected increases in operating revenues, coupled with decreased personnel costs resulting from retirements, will in the aggregate, offset the decrease in the General Fund property tax revenue, as long as the Village continues cost containment efforts and exercises fiscal discipline.

General Fund levies are utilized to support Village operating expenditures including: Police, Fire, Public Works, Community Development, Finance and Administration. These funds also support major capital improvement projects including water, sewer and street replacement in accordance with the Board's direction.

The Forestry Tax, Police and Fire Protection, and Street and Bridge levies are calculated at a percentage of their maximum rate based on prior year EAV. The Ambulance Service levy is an estimate of the cost to provide this service based upon a percentage of the Fire Department's budget. The corporate levy represents the balance available under the tax cap.

Pension Levies

Pursuant to Village Board direction at the conclusion of the pension workshop conducted on October 27, 2014, the Police and Fire pension levies reflect the annual required contributions based upon independent actuarial valuations of each fund for the year ended April 30, 2014. In addition, the Village has received letters from both the Police and Fire Pension Fund Boards, requesting the Village levy funds based upon the independent actuarial valuations in the amount of \$1,149,050 and \$1,097,454; respectively (see attached).

The Police and Fire Pension Fund levies reflect the utilization of actuarial methods and assumptions which have previously been discussed and approved by both the Village Board and pension boards, including: 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 tables.

These pension levies reflect an overall increase of \$192,848 (9.39%) from the previous year levies primarily due to two changes in actuarial assumptions: 1) correction of the annual increases for police officers and firefighters through the first six years of employment, pursuant to their respective union contracts, and 2) an adjustment to the mortality tables to reflect an increased percentage of female to male police officers.

In follow up to a trustee inquiry at the pension workshop, the Police and Fire Pension Funds actuary, Mr. Todd Schroeder, submitted additional information pertaining to spouse age sensitivity. The current recommended contributions include the assumption that male participants are three years older than spouses, rather than spouses of the same age as noted in the report, which was unfortunately a misprint in the draft valuation reports. The pension boards did not discuss nor request a change in the assumed ages of spouses. Therefore, there is no change in the annual required contributions requested by Police and Fire Pension Funds

Library Tax Levy

The La Grange Public Library is classified as a "municipal library" rather than as a separate public library district. As a municipal library, the Library does not have its own authority to levy property taxes. Therefore, the Library must levy taxes as part of the Village's annual property tax levy. The Library's 2014 tax levy request, exclusive of debt service, also represents an increase of 2.84 percent over the 2013 property tax levy extension. This amount reflects the

allowable increase under the Property Tax Limitation Act and is equal to the amount of the increase of the Village tax levy request.

The Library's debt service levy which is excluded from the Truth in Taxation calculation increases by \$5,000 (0.80%), pursuant to the refunding of the 2004 G.O. Library bonds. The bonds were originally issued for construction of the new library building. The debt service levy will fluctuate annually depending on the debt amortization schedule. Cook County uses actual bond ordinances on file to calculate required levies for debt service. As such, the levy requests for debt service included as part of this report are being presented for informational purposes only.

Representatives from the La Grange Library will be in attendance at the December 8, 2014 board meeting to answer any questions regarding the tax levy request for the Library.

Special Service Area Levy

As part of the annual property tax levy, a Special Service Area levy is filed with Cook County to fund on-going maintenance of the Central Business District. The Special Service Area tax levy is not subject to the Truth in Taxation requirements. The Special Service Area encompasses all commercial properties within the Central Business District, excluding any single-family and multi-family properties. By ordinance, the Special Service Area levy is to be adjusted annually by the Consumer Price Index utilized as part of the Property Tax Limitation Act. Therefore, the 2014 Special Service Area levy of \$71,565 reflects an increase of 1.50 percent over last year's levy of \$70,507.

Exhibits 1, 2, and 3

Exhibit 1 shows the Village's Truth in Taxation calculation. The proposed 2014 property tax levy request of \$8,716,668 represents an increase of \$240,775 or 2.84 percent from the 2013 tax levy of \$8,475,893.

Exhibit 2 presents historical data about the Village's assessed valuation, EAV, and new growth. The Village's assessed valuation decreased by approximately 5.1% in 2013 due to a decrease in the state equalizer. The Illinois Department of Revenue annually calculates the state equalizer, which is the factor needed to bring the total assessed value of all properties to a level equal to 33 1/3 percent of market value of all Cook County real estate.

Exhibit 3 is a comparison of the Village and Library 2013 and 2014 property tax rates on residential property. Assuming the tax levy is adopted, the proposed increase of 2.84 percent on a home with an estimated market value of \$350,000, results in an increase of \$15.32 from the Village levy and an increase of \$4.56 from the Library levy.

Recommendation

We recommend that the Village Board approve the attached resolution announcing an estimated 2014 tax levy of \$8,716,668, exclusive of debt service, which is a 2.84 percent increase from the 2013 tax levy.

VILLAGE OF LA GRANGE

RESOLUTION _____

RESOLUTION PUBLISHING
PROPOSED REAL ESTATE TAX LEVY
FOR FISCAL YEAR 2014-15

WHEREAS, the VILLAGE OF LA GRANGE is required by law to determine the amounts of money estimated to be necessary to be raised by taxation for the upcoming fiscal year upon the taxable property in the Village; and

WHEREAS, the Village is required under State Statute 35 ILCS 200/18-55 to make such a determination at least 20 days prior to the date of a required public hearing,

THEREFORE, IT IS HEREBY RESOLVED by the President and Board of Trustees of the VILLAGE OF LA GRANGE, that the estimated amount of said levy is hereby determined to be the sum total amount of \$ 8,716,668.

Resolved in open meeting this 10th day of November, 2014

AYES: _____

NAYS: _____

ABSENT: _____

Approved this 10th day of November, 2014

Thomas E. Livingston, Village President _____

Attest: John Burns, Village Clerk _____

VILLAGE OF LAGRANGE
LIMITING RATE AND

EXHIBIT 1

TRUTH IN TAXATION CALCULATIONS

(Proposed 2014 Tax Levy for the 2015-16 budget year with 2013 Extended Tax Levy.)

2014 LEVY PROJECTION

LIMITING RATE CALCULATION:

(2013 extension, excluding debt service)	(CPI increase)	=	8,603,031	=	1.5152
8,475,893 X	1.015				
(575,297,090 -	7,500,000)/100		5,677,971		
(2014 est. EAV)	(2014 est. new growth)				

TRUTH IN TAXATION CALCULATION:

2014 EAV 575,297,090 (EST.)
2013 EAV 567,779,090

	EXTENDED 2013 LEVY FOR FY 14-15	EXT. 2013 LEVY RATES	PROPOSED 2014 LEVY FOR FY 15-16	DOLLAR CHANGE	% CHANGE	EST. 2014 LEVY RATES	MAXIMUM LEGAL RATES*
GENERAL FUND LEVIES							
CORPORATE FUND	323,070	0.0569	304,587	-18,483	-5.72%	0.0529	0.4375
FORESTRY TAX	170,333	0.0300	170,334	1	0.00%	0.0296	0.0500
CROSSING GUARDS	0	0.0000	0	0	0.00%	0.0000	0.0200
POLICE PROTECTION	1,358,127	0.2392	1,362,670	4,543	0.33%	0.2369	0.4000
FIRE PROTECTION	1,358,127	0.2392	1,362,670	4,543	0.33%	0.2369	0.4000
AUDITING	0	0.0000	0	0	0.00%	0.0000	0.0050
STREET & BRIDGE	292,974	0.0516	296,381	3,407	1.16%	0.0515	0.0600
AMBULANCE SERVICE	297,516	0.0524	300,000	2,484	0.83%	0.0521	0.2500
IMRF	278,779	0.0491	267,848	-10,931	-3.92%	0.0466	N/A
SOCIAL SECURITY	<u>226,543</u>	<u>0.0399</u>	<u>228,776</u>	<u>2,233</u>	<u>0.99%</u>	0.0398	N/A
SUBTOTAL GEN. FUND	4,305,469	0.7583	4,293,265	-12,204	-0.28%	0.7463	1.6225
PENSION LEVIES							
POLICE PENSION FUND	1,031,654	0.1817	1,149,050	117,396	11.38%	0.1997	N/A
FIRE PENSION FUND	<u>1,022,002</u>	<u>0.1800</u>	<u>1,097,454</u>	<u>75,452</u>	<u>7.38%</u>	<u>0.1908</u>	N/A
SUBTOTAL OTHER FUNDS	2,053,656	0.3617	2,246,504	192,848	9.39%	0.3905	
TOTAL VILLAGE TAX LEVY W/O DEBT SERVICE	6,359,125	1.1200	6,539,769	180,644	2.84%	1.1368	
TOTAL LIBRARY TAX LEVY	<u>2,116,768</u>	0.3728	<u>2,176,899</u>	<u>60,131</u>	2.84%	0.3784	0.6000
TOTAL TAX LEVY-TRUTH IN-TAXATION PURPOSE	<u>8,475,893</u>	1.4928	<u>8,716,668</u>	<u>240,775</u>	2.84%	1.5152	
DEBT SERVICE LEVY							
DEBT SERVICE - Village	0	0.0000	0	0		0.0000	
DEBT SERVICE - Library	<u>622,850</u>	0.1097	<u>627,850</u>	<u>5,000</u>	<u>0.80%</u>	0.1091	
TOTAL PROPERTY TAX LEVY	<u>9,098,743</u>	1.6025	<u>9,344,518</u>	<u>245,775</u>	2.70%	1.6243	
SPECIAL SERVICE AREA LEVY	<u>70,507</u>	n/a	<u>71,565</u>	1,058	1.50%		

5-C.6

VILLAGE OF LAGRANGE
COMPARATIVE EQUALIZED ASSESSED VALUATIONS (EAV)
AND EAV GROWTH (NEW AND OTHER)

EXHIBIT 2

LEVY YEAR	ASSESSED VALUATION	X	STATE EQUALIZER FACTOR	=	(EAV)	EAV GROWTH INCREASE/ (DECREASE)	% INCR/-DCR	NEW GROWTH	OTHER GROWTH
1993	110,172,321	** X	2.1407	=	235,845,887	25,433,096	12.09%	2,145,359	23,287,737
1994	110,094,531	X	2.1135	=	232,684,791	-3,161,096	-1.34%	1,202,720	-4,363,816
1995	115,678,873	X	2.1243	=	245,736,629	13,051,838	5.61%	11,861,094	1,190,744
1996	135,027,644	** X	2.1517	=	290,538,982	44,802,353	18.23%	15,663,453	29,138,900
1997	134,771,687	X	2.1489	=	289,610,878	-928,104	-0.32%	941,208	-1,869,312
1998	135,041,788	X	2.1799	=	294,377,593	4,766,715	1.65%	1,584,900	3,181,815
1999	147,451,925	** X	2.2505	=	331,840,558	37,462,965	12.73%	2,611,861	34,851,104
2000	136,689,081	X	2.2235	=	303,928,172	-27,912,386	-8.41%	658,319	-28,570,705
2001	137,556,750	X	2.3098	=	317,728,581	13,800,409	4.54%	1,903,529	11,896,880
2002	172,617,977	** X	2.4689	=	426,176,523	108,447,942	34.13%	7,078,569	101,369,373
2003	172,869,731	X	2.4598	=	425,224,964	-951,559	-0.22%	3,135,222	-4,086,781
2004	171,946,272	X	2.5757	=	442,882,014	17,657,050	4.15%	4,162,575	13,494,475
2005	209,260,588	** X	2.7320	=	571,699,926	128,817,912	29.09%	12,971,996	115,845,916
2006	210,506,792	X	2.7076	=	569,968,189	-1,731,737	-0.30%	9,787,889	-11,519,626
2007	211,730,722	X	2.8439	=	602,141,000	32,172,811	5.64%	7,194,191	24,978,620
2008	235,339,602	** X	2.9786	=	700,982,539	98,841,539	16.42%	8,802,486	90,039,053
2009	233,162,714	X	3.3701	=	785,781,663	84,799,124	14.08%	47,095,681	37,703,443
2010	236,784,700	X	3.3000	=	781,389,511	-4,392,152	-0.63%	1,402,582	-5,794,734
2011*	216,388,461	** X	2.9706	=	642,803,563	-138,585,948	-17.64%	2,489,963	-141,075,911
2012	214,087,408	X	2.8056	=	600,643,631	-42,159,932	-5.40%	2,352,890	-44,512,822
2013	213,282,405	X	2.6621	=	567,779,090	-32,864,541	-5.11%	2,401,044	-35,265,585
2014*	216,099,730	X	2.6621	=	575,279,090	7,500,000	1.25%	7,500,000	0

Notes: ADJUST TO INCLUDE 10 PERCENT FOR TREINNEL WITH ACTUAL EAV NUMBERS

- NEW GROWTH INCLUDES IMPROVEMENTS OR ADDITIONS THAT INCREASE THE EAV OF THE PROPERTY
- OTHER GROWTH INCLUDES REASSESSMENTS (TRIENNIAL/SALE OF PROPERTY), REMODELING, AND INC. OR DEC. IN THE STATE MULTIPLIER.
- EAV IS COMPUTED BY MULTIPLYING THE ASSESSED VALUATION BY THE STATE EQUALIZER FACTOR.

* ESTIMATED EAV, NEW AND OTHER GROWTH
 ** TRIENNIAL REASSESSMENT

5-C.7

VILLAGE OF LA GRANGE / PUBLIC LIBRARY
TAX LEVY SUMMARY

WHAT EFFECT WILL THIS HAVE ON MY TAXES?

	<u>2013 RATE</u>	<u>2014 RATE</u>
ESTIMATED MARKET VALUE (As determined by Cook County Assessor's Office)	\$350,000	\$350,000
X (TIMES)		
RESIDENTIAL CLASSIFICATION FACTOR	<u>10%</u>	<u>10%</u>
= (EQUALS)		
ASSESSED VALUATION	\$35,000	\$35,000
X (TIMES)		
STATE EQUALIZER	2.8056	2.8056
- (MINUS)		
HOMEOWNERS' EXEMPTION	<u>(\$7,000)</u>	<u>(\$7,000)</u>
= (EQUALS)		
EQUALIZED ASSESSED VALUATION	\$91,196	\$91,196
/ (DIVIDED BY)	<u>100</u>	<u>100</u>
	\$911.96	\$911.96
X (TIMES)		
VILLAGE TAX RATE	<u>1.1200</u>	<u>1.1368</u>
= (EQUALS)		
VILLAGE TAX BILL	\$1,021.40	\$1,036.72
DIFFERENCE IN VILLAGE RATE	<u>\$15.32</u>	
LIBRARY TAX RATE	<u>0.4825</u>	<u>0.4875</u>
= (EQUALS)		
LIBRARY TAX BILL	\$440.02	\$444.58
DIFFERENCE IN LIBRARY RATE	<u>\$4.56</u>	
TOTAL VILLAGE/PUBLIC LIBRARY TAX BILL	<u>\$1,461.42</u>	<u>\$1,481.30</u>
DIFFERENCE IN TOTAL TAX RATE	<u>\$19.88</u>	

LA GRANGE FIRE DEPARTMENT
FIREFIGHTERS PENSION FUND
MEMORANDUM

TO: VILLAGE BOARD
FROM: President Bryzgalski 
DATE: October 20, 2014
REF: TAX LEVY

The actuarial results dated May 1, 2014, submitted by Todd A. Schroeder, EA, MAAA, from Lauterbach and Amen was reviewed by the La Grange Firefighters Pension Board.

The tax levy as stated in the actuarial report for \$1,097,454 was accepted by the Board as presented and passed at the Pension Board meeting on October 14, 2014.

On behalf of the La Grange Firefighters Pension Fund, I respectfully request the aforementioned tax levy amount be included as part of the Village of La Grange's 2014, property tax levy ordinance submitted to Cook County.



VILLAGE OF LA GRANGE POLICE PENSION BOARD



304 W. Burlington Ave.
La Grange, IL 60525
708-579-2333

Bryan Beaver
President

Colin Robertson
Vice-President

Stephen Ljubenko
Secretary

Lou Cipparrone
Treasurer

Rob Wardlaw
Asst. Secretary

TO: Village Board

FROM: LaGrange Police Pension Board

DATE: October 23, 2014

REF: Tax Levy

The actuarial valuation report dated April 30, 2014, submitted by Todd A. Schroeder, Actuary, Lauterbach & Amen, LLP 27W457 Warrenville Rd. Warrenville, IL. 60555, was reviewed by the LaGrange Police Pension Board.

The tax levy as stated in the actuarial report for \$1,149,050 was accepted by the Board as presented and passed at the Pension Board meeting on October 22, 2014.

On behalf of the LaGrange Police Pension Fund, I respectfully request the aforementioned tax levy amount be included as part of the Village of LaGrange's 2014 property tax levy ordinance submitted to Cook County.

A large, stylized handwritten signature in black ink that reads "Bryan M. Beaver". The signature is written in a cursive style with a long, sweeping tail.

Bryan Beaver
President
LaGrange Police Pension Board

5-c.10