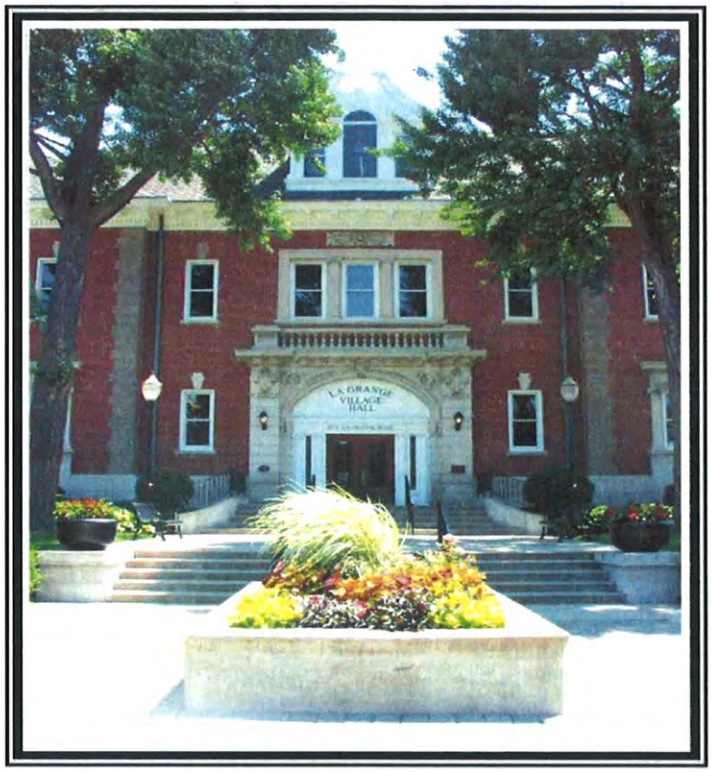

VILLAGE OF LA GRANGE

VILLAGE BOARD MEETING

MONDAY, APRIL 25, 2016

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, April 25, 2016 – 7:30 p.m.

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

   Trustee Arnett
   Trustee Holder
   Trustee Kotynek
   Trustee Kuchler
   Trustee Langan
   Trustee McCarty
   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.

   A. Proclamation – Arbor Day in La Grange, April 29, 2016

   B. Presentation by Commonwealth Edison – Installation of Smart Meters in La Grange During Summer, 2016

3. PUBLIC COMMENTS REGARDING AGENDA ITEMS

   After the Village Clerk has announced the items included on the Omnibus Agenda and under Current Business, members of the public will have the opportunity to speak about any matter that is listed on this Agenda.

4. OMNIBUS AGENDA AND VOTE

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

   A. Resolution- Request to Close La Grange Road/Pet Parade

   B. Ordinance – Creating an Additional Class A-2 Liquor License, Armand's Victory Pizza, 26 South La Grange Road

   C. Award of Contract – Police/Fire Station Roof Replacement Project

   D. Award of Contract – Pavers Around Fountain

   E. Professional Services Agreement – Mechanical Engineering Services – Police and Fire Department HVAC Imporvements

F. Professional Services Agreement Extension – Traffic Engineering Services

G. Ordinance – Amendment to The Village Code of Ordinances and Model Lease: Regulations Governing Small Cell Sites

H. Ordinance – Disposal of Surplus Property/Fire Department

I. Consolidated Voucher 160425

J. Minutes of the Village of La Grange Board of Trustees Public Hearing and Regular Meeting, Monday April 11, 2016

5. CURRENT BUSINESS

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

A. Special Event – La Grange Business Association "AHHH! La Grange" Carnival : *Referred to Trustee McCarty*

B. Ordinance – Zoning Code Text Amendment to Authorize Financial Services on the First Floor in the C-3 General Service Commercial District (Limited), (SDCO La Grange Crossing, Inc.), 1 North La Grange Road, Suites C-3 and D-E : *Referred to Trustee Langan*

C. Resolution - Request for Class 6(b) Assessment Reduction, Dubak Electrical Group, 10 N. Beach Avenue : *Referred to Trustee Kotynek*

D. Award of Contract and Construction Engineering Agreement – 50th Street Storm Sewer : *Referred to Trustee Holder*

6. MANAGER'S REPORT

This is an opportunity for the Village Manager to report on behalf of the Village Staff about matters of interest to the Village.

7. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA

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

9. TRUSTEE COMMENTS

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

10. CLOSED SESSION

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

11. 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.

PRESIDENT'S REPORT

VILLAGE OF LA GRANGE
Public Works Department

BOARD REPORT

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

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

DATE: April 25, 2016

RE: **PROCLAMATION - ARBOR DAY IN LA GRANGE, APRIL 29, 2016**

Attached for your consideration is a Proclamation declaring Friday, April 29, 2016 as Arbor Day in La Grange. It is appropriate for the Village Board to consider this measure for two reasons. First, the Village has been named a Tree City USA by the National Arbor Day Foundation for thirty three consecutive years (through 2015). Official observance of Arbor Day is one of the criteria for receiving this award. Second, it honors the legacy of our founding father, Franklin Cossitt, who planted our first urban forest.

This year, Arbor Day will be celebrated with the students from St. Francis Xavier School. A tree will be planted on the grounds of the school as part of the celebration. The Arbor Day tree planting ceremony will take place on Friday, April 29th at 10:00 am.

It is our recommendation that the Proclamation declaring April 29, 2016 as Arbor Day in La Grange be approved.

VILLAGE OF LA GRANGE

PROCLAMATION

"Arbor Day in La Grange, Friday, April 29, 2016"

WHEREAS, the Village of La Grange is characterized by its stately and tree-lined streets; and

WHEREAS, the Village makes a continual effort to preserve the aesthetic beauty and environmental benefit by appropriate Urban Forestry planning and reforestation; and

WHEREAS, the Forestry and Tree Planting Program will continue to be integral parts of the services the Village of La Grange provides to its residents, businesses and schools; and

WHEREAS, the Village of La Grange recognizes the interest in and desire for a healthy Urban Forest from the entire community,

NOW, THEREFORE, BE IT RESOLVED that the Village of La Grange does hereby proclaim Friday, April 29, 2016 as it's official Arbor Day Observation; and

THEREFORE, BE IT FURTHER RESOLVED that Arbor Day shall be marked with an Arbor Day tree planting ceremony at 10:00 A.M., Friday, April 29, 2016 at St. Francis Xavier School, in recognition of the students' effort to improve our Urban Forest.

_____

Thomas E. Livingston, Village President

ATTEST:

_____

John Burns, Village Clerk

VILLAGE OF LA GRANGE
Administrative Offices

BOARD REPORT

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

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

DATE: April 25, 2016

RE: **PRESENTATION BY COMMONWEALTH EDISON - INSTALLATION OF SMART METERS IN LA GRANGE DURING SUMMER, 2016**

In 2011, the Illinois General Assembly enacted the Energy Infrastructure Modernization Act (EIMA), providing $2.6 billion over 10 years to Commonwealth Edison (ComEd) to modernize its electric grid. The Act provides for the replacement of 4 million existing electrical meters in all homes and businesses in northern Illinois with new, digital, smart technology.

The cost of the smart grid improvements for residential customers is about $3 per month. ComEd reports that it will fully pass on to customers the operational savings that result from the smart meters which, over the next 20 years, are expected to be twice the amount of smart meter costs. Residents can also offset the cost of smart meters by taking advantage of online energy-management tools offered by ComEd, and enrolling in optional pricing programs that will be available through ComEd or other electric suppliers.

ComEd has announced that they plan to replace all existing electric meters in La Grange with smart meters starting this July. Residents will start to receive information in their April bills regarding the upcoming meter replacement program.

As a preview to that information, we have invited a ComEd representative to make a presentation to the Village Board this evening so that residents can learn more about the meter change-out process to be performed at their homes and the benefits associated with this new technology.

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
Angela M. Mesaros, Assistant Community Development Director

DATE: April 25, 2016

RE: **RESOLUTION - REQUEST TO CLOSE LA GRANGE ROAD/ PET PARADE**

In preparation for the 70th Annual La Grange Pet Parade on Saturday, June 4, 2016, the Village must request authorization from the Illinois Department of Transportation to close La Grange Road between 47th Street and Burlington Avenue. The attached resolution serves as the Village's request for such approval.

Police Chief Rene Strasser will coordinate the closure of any local streets, as well as detouring traffic around the parade route.

Staff recommends that the resolution be approved.

VILLAGE OF LA GRANGE

RESOLUTION NO. R-16-

REQUEST TO CLOSE LA GRANGE ROAD/PET PARADE

WHEREAS, Pets and Pals Charities, Ltd., is sponsoring a Pet Parade in the Village of La Grange; and

WHEREAS, this parade will require the temporary closure of La Grange Road, Routes 12-20-45, a state highway in the Village of La Grange; and

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes IDOT to issue permits to local authorities to temporarily close portions of state highways for such public purposes or needs as parades and local celebrations;

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of La Grange that permission to close La Grange Road between 47th Street and Burlington Avenue on Saturday, June 4, 2016, between 7:30 a.m. and noon, be requested of IDOT.

BE IT FURTHER RESOLVED that if such permission is granted by IDOT, all highway traffic during the periods of time specified shall be detoured over 47th Street to East Avenue to Ogden Avenue to La Grange Road.

BE IT FURTHER RESOLVED that if such permission is granted by IDOT, the Village of La Grange assumes full responsibility for the direction, protection and regulation of the traffic during the time the detour is in effect, and all liabilities for damages of any kind occasioned by the closing of the state highway, and it is further agreed that efficient all-weather detours will be maintained to the satisfaction of the Department and conspicuously marked for the benefit of traffic diverted from the state highway.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to IDOT to serve as a formal request for the permission sought in this Resolution.

ADOPTED AND APPROVED by the President and Village Board of Trustees of the Village of La Grange this _____ day of _____, 2016.

_____
Thomas E. Livingston, Village President

ATTEST:

_____
John Burns, Village Clerk

April 14th, 2016

Village of LaGrange
53 South LaGrange Road
LaGrange, Illinois 60525

To whom it may concern:

The LaGrange Pet Parade Committee would like to formally request the 70th Annual La Grange Pet Parade be hosted on June 4th, 2016 with road closure from 7:30am until 11:30am.

Thank you for your continued support.

Sincerely,

Johnna Van Dien
Pet Parade Event Coordinator
847-480-9500 x109
johnna@greatevent.com

VILLAGE OF LA GRANGE
Administrative Offices

BOARD REPORT

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

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

DATE: April 25, 2016

RE: **ORDINANCE - CREATING AN ADDITIONAL CLASS A-2 LIQUOR LICENSE, ARMAND'S VICTORY PIZZA, 26 SOUTH LA GRANGE ROAD**

The Village recently received an application for a Class A-2 liquor license from Victory Pizza La Grange LLC, d/b/a Armand's Victory Pizza, to be located at 26 South 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 April 11, 2016 to review the application submitted by Victory Pizza La Grange LLC d/b/a Armand's Victory Pizza. Prior to that meeting, the Village conducted a background investigation of the owners 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 Victory Pizza La Grange LLC d/b/a Armand's Victory Pizza, to be located at 26 South La Grange Road. (A copy of the minutes from that meeting is attached.)

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

We recommend that the ordinance be approved.

VILLAGE OF LA GRANGE

ORDINANCE NO. O-16- _____

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 Victory Pizza La Grange LLC d/b/a Armand's Victory Pizza at 26 South 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 Victory Pizza La Grange LLC d/b/a Armand's Victory Pizza 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 Victory Pizza La Grange LLC d/b/a Armand's Victory Pizza;

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.

PASSED this _____ day of _____, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this _____day of _____, 2016.

_____
Thomas E. Livingston, Village President

ATTEST:

_____
John Burns, Village Clerk

LA GRANGE LIQUOR COMMISSION
SPECIAL MEETING

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

Monday, April 11, 2016 – 6:45 p.m.

MINUTES

1. Call to Order and Roll Call

A special meeting of the La Grange Liquor Commission was called to order at 6:45 p.m. by Liquor Commissioner Thomas Livingston.

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

Absent: None.

Also present: Village Manager Robert Pilipiszyn, Assistant Village Manager Andrianna Peterson, and Executive Assistant Erica Stewart.

2. Approval of the Minutes

It was moved by Commissioner Kuchler and seconded by Commissioner Livingston to approve the minutes of October 12, 2015, as submitted. The motion carried on a voice vote.

3. Liquor License Request Class A-2 / Victory Pizza La Grange LLC d/b/a Armand's Victory Pizza

President Livingston asked Assistant Village Manager Andrianna Peterson to introduce the applicant, and to provide an overview of the liquor license application.

The Village has received an application for a Class A-2 liquor license for Armand's Victory Pizza at 26 South La Grange Road. Anthony Gambino is the Managing Partner and Daniel Horvath continues as a Member of the new LLC. Kenneth Patchak is the Liquor Manager.

Mr. Gambino indicated that he was the franchisor for the current Armand's Pizza restaurant and will now be taking over Armand's as a company store. Mr. Gambino's restaurant group manages 23 restaurants and owns seven restaurants currently. Mr. Gambino indicated that this store was selected by him because of La Grange's strong and vibrant downtown. The existing restaurant will be remodeled to include an eleven seat bar area and the menu will be enhanced to function as a full service restaurant.

Mr. Gambino expressed appreciation for the downtown valet program. President Livingston thanked Mr. Gambino for the feedback as the Village Board continues to evaluate the pilot valet program.

President Livingston also thanked the applicant for his investment in La Grange.

After discussion, it was moved by Commissioner Langan and seconded by Commissioner Kuchler that the Liquor Commission recommends: (a) that the Village Board of Trustees creates one new Class A-2 Liquor License and (b) that the Liquor Commissioner issues that license to Victory Pizza La Grange LLC d/b/a Armand's Victory Pizza located at 26 South La Grange Road. Motion carried.

President Livingston stated that the recommendation for approval would be made to the Village Board at its regularly scheduled meeting on April 25, 2016.

4. Other Business

President Livingston stated that John and Maria Hutzler from Vino e Birra have requested that their current liquor license be modified to authorize the sale of wine in its original packaging at the La Grange Farmers Market. The C-2 Wine Boutique License classification allows for the sale of wine in its original packaging at off-premise events if specifically authorized by the license.

John Hutzler noted that Vino e Birra is considering sharing a booth at the La Grange Farmers Market with Olivaceto to sell a small selection (2 or 3) of bottled wines. No wine tastings or sales of wine by the glass would be provided. Mrs. Hutzler added that they believe that people shopping at the Farmers Market may appreciate the ability to pick up bread, olive oil and wine for dinner that evening.

After discussion, Commissioners directed staff to amend Vino e Birra's Class C-2 Wine Boutique license to allow them to sell wine in its original packaging for consumption off premises at the La Grange Farmers Market between the hours of 7:00 a.m. and 1:00 p.m.

5. 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 7:19 p.m.

Submitted by:
Andrianna Peterson
Assistant Village Manager

Date Approved:

LIQUOR LICENSE HOLDERS - 2016-17
NEW CLASS (#O-09-22) Approved 08/10/09 Amended (#O-11-05) Approved 02/28/11
Amended (#O-15-09) Approved 04/13/15

Class A-1 ($500)

Restaurant License serving beer and wine only for consumption on premise, 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 West Harris Avenue
Grapevine	9 West Hillgrove Avenue
Noodles & Company	1 East Burlington Avenue
Q Barbeque	70 South La Grange Road
Smashburger	1 North La Grange Road, #A
Sushi Ukai	120 B West Calendar
Yau's Place	110 West Burlington

Class A-2 ($2,000)

Restaurant License selling a full-line of alcoholic beverages for consumption on premise, 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.

Adele's Front Room	13 South La Grange Road
Al's Char House	32 South La Grange Road
Aurelio's Pizza	11 West Calendar Avenue
Bacino's	36 South La Grange Road
Casa Margarita	32 South La Grange Road
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 West Calendar Avenue
Nicksons	30 South La Grange Road
Palmer Place	56 South La Grange Road
Santiago's Mexican Cocina	22 West Calendar Avenue
Steak & Vine	37 South La Grange Road (Pending)
Taco Cantina	50 A South La Grange Road
Thipi Thai	25 West Calendar Avenue
Wild Monk	88 South La Grange Road
Woow Sushi	33 South La Grange Road

Class A-3 ($1,250)

Restaurant License selling a full-line of alcoholic beverages for consumption on premises, 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 North La Grange Road
Prasino	93 South La Grange Road

Class B ($500)

Retail sale for consumption off premises of beer and wine incidental to other sales. Retail sale of alcoholic liquor allowed in grocery stores and pharmacies under specific conditions.

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

Class C-1 ($1,000)

Food boutique allows sales of wine and beer in its original package & sales of wine by the glass and limited tastings; providing that more than 50% of the revenue is from the sale of goods other than liquor.

None

Class C-2 ($1,000)

Wine boutique allows sales of wine and beer in its original package, limited tastings & sales of wine by the glass, and off-premises events.

Vino e Birra, Inc.	18 West Burlington Avenue

Class C-3 ($500)

Retail cabaret for a retail store that also has a cabaret; providing that more than 50% of the revenue is from the sale of goods other than liquor.

None

Class C-4 ($500)

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.

None

Class D-1 ($150)

Tasting license grocery store or pharmacy (must hold a Class B general retail sales license).

Trader Joe's	25 North La Grange Road

Class D-2 ($150)

Wine Club Event license (must hold a Class A-1, A-2, or A-3 Restaurant)

Bacino's	36 South La Grange Road

Class F-1 ($500)

Fraternal club allows sales and service of alcoholic beverages and bring-your-own beer and wine for consumption on premises.

American Legion	900 South La Grange Road

Class F-2 ($100) — Private membership organization authorizes only service of alcoholic beverages and bring-your-own beer and wine at private membership events; limited to 4 private events in a calendar year, excluding bring-your-own events.

La Grange Field Club	1314 West 47th Street
La Grange Art League	122 Calendar Avenue

Class G-1 ($500) — General caterer license authorizes the service of alcohol as a part of a catering business off premises of the licensee that maintains a business within the Village

Palmer Place	56 South La Grange Road

Class H (a) ($250) — Bring your own beer and wine restaurants (without Class A License).
None

Class H (b) ($100) — Bring your own beer and wine other in meal preparation services stores
None.

Class H (c) ($100) — Bring your own beer and wine in craft making stores during the time customers are engaged in crafts, during a private event or class or for a special event, no more than 12 times per year

Ceramic Art Café	26 South La Grange Road
Bottle & Bottega	1 West Harris Avenue

Licenses issued as needed by the Liquor Commissioner – no charge

Class E — Business Single Event License – one day event to non-liquor license holders for service of liquor at special events up to four times per year.

Class G-2 — Temporary Caterer – issued to restaurant, grocery store or similar business within the Village once per 12 month period.

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03/03/16

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: April 25, 2016

RE: **AWARD OF CONTRACT – POLICE/FIRE STATION ROOF REPLACEMENT PROJECT**

The existing Police / Fire building roof consists of a built-up roof membrane that was installed approximately 25+ years ago. Over the last several years various leaks have been discovered and repaired in the roof. Based on these leaks, a complete three part roof thermal scan and inspection report was conducted by The Garland Roof Company in January, 2013. The scan consisted of a moisture scan, infrared scan and a nuclear survey. The purpose of each scan was to detect underlying moisture and saturation in the roof system.

The Police/Fire Station Thermal Scan Report was completed in February 2013. The report noted a considerable amount of moisture detected in the existing roof system. A complete map of the entire roof system noting the current conditions was created as part of the report. The replacement of the roof was then added as part of the long term capital improvements program.

Due to additional leaks within the roof over the past year, another inspection of the roof was performed in November 2015. The inspection found that sections of the roof are significantly saturated with water allowing water to enter the occupied spaces of the building. The report also noted that the surface membrane has completely dried out causing cracking which allows additional water to enter the already saturated system. Based on the results of the survey, recent inspections and assessment, the roofing consultant recommended that the existing roofing system be replaced as it has reached the end of its maintainable life. As such, the FY2016-17 Capital Projects Fund budget includes $375,000 for the replacement of the Police/Fire Station roof.

In order to lower costs for the project, staff researched purchasing certain roofing materials from a national cooperative purchasing program called U.S. Communities. U.S. Communities was founded in 1996 as a partnership between the Association of School Business Officials, the National Association of Counties, the National League of Cities and the United State Conference of Mayors in order to lower costs for government through cooperative purchasing programs. For the Police/Fire roof replacement project, the roofing materials would be purchased through U.S. Communities in order to lower these commodity costs, while the labor and other project components would be bid out separately. This is the same process that the Village used when purchasing materials in 2013 when completing the Village Hall Roof Replacement Project. Additionally, the Village is able to receive a 30 year warranty on

the roof by purchasing the materials through the U.S. Communities program.

Since there are existing leaks in the roof that currently require repair, staff sought to develop contract documents and request bids for the project as soon as possible so as not to spend funds on temporary repairs that would be fixed by the anticipated roof replacement project. The scope of work for the project includes the removal and replacement of the existing flat roof.

On March 30, 2016, the Village advertised that bids would be received for the Police / Fire Department Roof Replacement Project. A total of 16 firms picked up the bid documents. A mandatory pre-bid meeting was held on April 4, 2016 so that the unique circumstances of working around the Police & Fire Station could be discussed with the bidders. The bid opening for the labor and installation of the roof components of the project was held on April 13, 2016 at 10:00 am with the following results:

No.	Name of Company	Total
1	R.B. Crowther Company	204,000
2	Coleman Roofing, Inc.	234,642
3	R.E. Burk Roofing Co., Inc.	249,578
4	Knickerbocker Roofing and Paving Co., Inc.	264,500
5	DCG Roofing Solutions, Inc.	267,500
6	Riddiford Roofing Company	284,050
7	Crowther Roofing and Sheet Metal	288,750
8	Combined Roofing Services, LLC	320,000
9	L. Marshall Roofing and Sheet Metal, Inc.	334,000

As noted in the above table, R.B. Crowther Company submitted the low bid for labor and installation in the amount of $204,000. Staff has checked references and finds the low bidder, R.B. Crowther Company to be the lowest, responsible, and responsive Bidder, and technically capable to perform the work as specified. Therefore staff recommends awarding the contract to R.B. Crowther Company. If approved, work is expected to begin in May and should be completed by early June.

For the roofing materials offered through U.S. Communities, staff anticipates the following material costs under the program:

Material	Cost
Asphalt saturated Fiberglass Type II Nailable Base Sheet	3,267.00
Asphalt saturated Fiberglass Felts (Roof System base plies-2 plies)	11,880.00
HPR Tri-Base Sheet (base flashing ply)	6,355.80
Modified Mineral Cap (Primary Field & Flashing Ply)	95,531.04
Aluminized Mastic for Flashing Laps	3,341.25
Aluminized Coating for Flashings and Field	15,369.75

Membrane	
Fiberglass Reinforcement Fabric	801.90
Total	136,546.74

The combined budget for labor and materials for the project is as follows:

Police & Fire Station Roof Replacement Project	
Expenses	
Construction – R.B. Crowther Company	204,000
Materials – US Communities Cooperative Purchasing Program	136,547
Total	**340,547**
Funding Sources	
Capital Projects Fund – FY2016-17 Budget	375,000
Total	**375,000**

As detailed in the above table, the anticipated expense for the project is $340,547, which is approximately $34,000 below the budgeted amount.

In discussion with R.B. Crowther Company they have indicated that the project will start in early May and be completed in early June. The contractor plans to stage equipment and materials on the north side of the building (Burlington Avenue) so as to avoid conflicts with Police and Fire operations. The pedestrian and garage entrances will remain open during construction.

In summary, staff recommends that the Village Board award the contract for the Police/Fire Station Roof Replacement Project to R.B. Crowther Company in the amount of $204,000. Staff also recommends the approval of the purchase of materials through the U.S. Communities cooperative purchasing program in the amount of $136,546.74.

VILLAGE OF LA GRANGE
Department of Public Works

BOARD REPORT

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

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

DATE: April 25, 2016

RE: **AWARD OF CONTRACT – PAVERS AROUND FOUNTAIN**

The FY 2015-16 Building and Grounds Improvements budget includes $25,000 for the removal and replacement of approximately 1,730 square feet of pavers around the fountain in the plaza. The existing pavers which were installed approximately 10 years old ago are cracked, broken and discolored and are in need of replacement. Staff recommends replacing the pavers to eliminate any trip hazards, replace broken paver units, improve aesthetics, and reduce future maintenance costs.

Staff solicited competitive proposals from four vendors known to be capable of completing this type of work. The contractors were asked to provide a lump sum proposal. The following table reflects the quotes received:

VENDOR/LOCATION	QUOTE
Prairie Path Pavers / La Grange, IL	$21,650.00
Aztec Stone Design / Chicago, IL	$23,400.00
Montano's Landscaping & Nursery, Inc. / Lisle, IL	$30,051.60
Jerry Pavers	No Bid
FY2015-16 Budget	**$25,000.00**

As noted in the table above Prairie Path Pavers submitted the low quote in the amount of $21,650. Prairie Path Pavers has previously replaced deteriorated pavers for the Village in the Central Business District (CBD) in the past. Their work was satisfactory and the company met all of the contractual requirements. We recommend selecting Prairie Path Pavers based on their low quote and previous positive experience. If approved, work is expected to be completed in July.

In summary, staff recommends that the Village Board waive the formal bidding process and authorize staff to enter into a contract with Prairie Path Pavers for the removal and replacement of pavers around the fountain in the amount of $21,650.

VILLAGE OF LA GRANGE
Public Works Department

BOARD REPORT

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

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

DATE: April 25, 2016

RE: **PROFESSIONAL SERVICES AGREEMENT – MECHANICAL ENGINEERING SERVICES – POLICE AND FIRE DEPARTMENT HVAC IMPROVEMENTS**

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

In order to keep the system operational staff solicited and received estimates to perform the necessary repairs and upgrade various components of the system. The proposals received were costly (> $100,000) and each contractor approached the repairs and upgrades in slightly different ways. Given the estimated costs involved and different approaches, staff contracted with the mechanical engineering firm Building Engineering Systems, LLC to perform an evaluation of the entire mechanical system at the Police and Fire facility in 2014. The goal of the report was to inspect and document the condition of the existing mechanical systems, estimate remaining useful life, and provide recommendations for replacements and upgrades to the existing system and controls.

In summary, the mechanical engineering report included the following recommendations:

1. Replace the two 25 year old boilers as soon as possible as one boiler failed and the other was at or near the end of its useful life. This task was completed in 2014 at an approximate cost of $169,000.
2. Replace the existing chillers as they are past their useful life. The estimated cost to replace the chillers is $120,000.
3. Replace the HVAC control system as it is obsolete and no longer supported by the manufacturer. The estimated cost to upgrade the control systems is $100,000.
4. Upgrade the exhaust fan controls in the amount of $20,000.

The identified mechanical improvements were separated in two phases for budgeting purposes. The first phase of work included the immediate repairs to the boilers, which as indicted above was completed in 2014. The second phase of work includes the improvements to the chiller, control systems and exhaust fans. The FY2016-17 budget includes $275,000 for the engineering and construction of the second phase of work.

In order to complete the bidding documents for the second phase of HVAC improvements, staff recommends entering into a professional services agreement for mechanical engineering services with Building Engineering Systems, LLC (BES) based on their experience in this type of work and past performance. Specifically BES completed the plans and specifications for the HVAC system improvements to Village Hall and for the boiler replacement at the Police and Fire Department. BES also assisted the Village with obtaining energy efficiency grants for both projects. For the proposed HVAC work at the Police and Fire Facility, BES provided the Village a proposal to complete the plans and specifications, and oversee construction for the project in an amount not-to-exceed $15,000. The proposed agreement is attached for your reference.

The current scope of work for the second phase work does not include other HVAC upgrades that are being considered as part of the consolidated dispatch improvements. For example, the relocated server room and dispatch area will require separate HVAC equipment for cooling. Costs directly attributable to the consolidated dispatch are being planned and budgeted as part that project.

The project budget for the Police and Fire Department HVAC improvements is as follows:

Boiler Replacement Project	**Budget**
Expenses	
Engineering	
Design and Construction Engineering	15,000
Construction	260,000
Total	**275,000**
Funding Sources	
Capital Projects Fund	275,000

If approved, the plans and specifications will be completed within four weeks from the notice to proceed. Therefore we expect that the upgrades to the control systems will occur over the summer and the replacement of the chiller will occur in the fall after the cooling season has ended.

In summary, staff recommends the Village Board authorize staff to enter into a professional services agreement with Building Engineering Systems, LLC for mechanical engineering services at the Police and Fire facility in an amount not-to-exceed $15,000.

Contract
Between The Village Of La Grange
And Building Engineering Systems, LLC
For Mechanical Engineering Services
For Police and Fire Department
HVAC Improvements

Contract
Between The Village Of La Grange
And Building Engineering Systems, LLC
For Mechanical Engineering Services
For Police and Fire Department
HVAC Improvements

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Contract
Between The Village Of La Grange
And Building Engineering Systems, LLC
For Mechanical Engineering Services
For Police and Fire Department
HVAC Improvements

This contract (the "*Contract*") is dated as of _____ (the "*Effective Date*") and is by and between the Village of La Grange (the "*Village*") and Building Engineering Systems, LLC (the "*Consultant*").

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE 1. THE SERVICES

1.1 Intent. It is the intent of the parties that this Contract govern the relationship of the parties.

1.2 Services. The Consultant will perform for the Village the following services (the "*Services*"):

The services to be performed by the Consultant will be as defined in the attached proposal dated April 19, 2016 from Building Engineering Systems, LLC. The services will generally consist of preparing bid documents, including plans and specifications, and oversee construction for the HVAC improvements at the Police and Fire Department located at 300 W. Burlington Road.

1.3 Project Time. The Services will be performed according to the following schedule ("*Project Schedule*"):

Preparation of Bid Documents completed within four weeks from Notice to Proceed.

All Services will be completed on or before December 31, 2016 (the "*Completion Date*").

1.4 Term; Extensions. This Contract commences on the Effective Date and terminates on December 31, 2016 unless terminated earlier pursuant to Article 8 of this Contract (the "*Term*"). All terms of this Contract, including without limitation pricing terms, are firm during the Term, unless as embodied in an amendment to this Contract in accordance with Section 9.15. The Parties may extend this Contract for two additional one-year periods (each an "*Extended Term*"). Pricing terms may be adjusted by written agreement at the beginning of an Extended Term.

1.5 Other Contracts. The Village may enter into agreements with other consultants, pursuant to which the Village may award work from time to time at the Village's discretion.

1.6 Responsibility of Consultant to Perform. The Consultant must provide all personnel necessary to complete the Services. The Consultant must perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All sub-consultants and supplies used by the Consultant in the performance of Services must be acceptable to, and approved in advance by, the Village. The Village's approval of any sub-consultant or supplier will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Contract. All Services performed by any sub-consultant or supplier are subject to all of the provisions of this Contract in the same manner as if performed directly by the Consultant. If any sub-consultant or supplier fails to properly perform any Services undertaken by it in compliance with this Contract, then the Consultant, immediately on notice from the Village, must remove that sub-consultant or supplier and undertake the Services itself or replace the sub-consultant or supplier with a sub-consultant or supplier acceptable to the Village. The Consultant will have no claim for damages, for compensation in excess of the Compensation, or for delay or extension of the Project Schedule as a result of any such removal or replacement.

1.7 Financial Ability to Perform. When executing this Contract, the Consultant represents and declares that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services set forth in this Contract in full compliance with, and as required by or pursuant to, this Contract.

ARTICLE 2. COMPENSATION AND PAYMENT

2.1 Pricing Schedule. As compensation for the performance of the Services ("*Compensation*"), the Village will pay the Consultant the following amounts and in the following manner:

The Consultant shall be compensated for work completed on a cost plus fixed fee basis in an amount not to exceed $15,000.

Except for the Compensation, the Village will have no liability for any expenses or costs incurred by the Consultant.

2.2 Monthly Payment; Invoices. The Compensation will be paid in monthly installments. The Consultant must submit to the Village, on a monthly basis, a written invoice for payment for completed work. The Village may specify the specific day of the month on or before which invoices must be filed. Each invoice must be accompanied by receipts, vouchers, and other documents as necessary to reasonably establish the Consultant's right to payment of the Compensation stated in the invoice. In addition, each invoice must include (a) employee classifications, rates per hour, and hours worked by each classification

and, if the Services are to be performed in separate phases, for each phase, (b) total amount billed in the current period and total amount billed to date and, if the Services are to be performed in separate phases, for each phase, and (c) the estimated percent completion of the Services and, if the Services are to be performed in separate phases, for each phase.

2.3 Taxes. The Compensation includes applicable federal, State of Illinois, and local taxes of every kind and nature applicable to the services provided by the Consultant and all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. The Consultant will never have a claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees.

2.4 Final Payment. The Services will be considered complete on the date of final written acceptance by the Village of the Services or the relevant phase of the Services. Services related to a submission of the Consultant will be deemed accepted by the Village if the Village does not object to those Services in writing within 30 days after the submission by the Consultant of an invoice for final acceptance and payment The Village will make final payment to the Consultant within 30 days after final acceptance of the Compensation, after deducting therefrom charges, if any, as provided in this Contract ("*Final Payment*"). The acceptance by the Consultant of Final Payment will operate as a full and complete release of the Village by the Consultant of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services encompassed by the Final Payment.

2.5 Deductions. Notwithstanding any other provision of this Contract, the Village may deduct and withhold from any payment or from Final Payment such amounts as may reasonably appear necessary to compensate the Village for any loss due to (1) Services that are defective, nonconforming, or incomplete, (2) liens or claims of lien, (3) claims against the Consultant or the Village made by any of the Consultant's sub-consultants or suppliers or by other persons about the Services, regardless of merit, (4) delay by the Consultant in the completion of the Services, (5) the cost to the Village, including without limitation reasonable attorneys' fees, of correcting any of the matters stated in this Section or exercising any one or more of the Village's remedies set forth in Section 8.3 of this Contract. The Village will notify the Consultant in writing given in accordance with Section 9.10 of this Contract of the Village's determination to deduct and withhold funds, which notice will state with specificity the amount of, and reason or reasons for, such deduction and withholding.

2.6 Use of Deducted Funds. The Village will be entitled to retain any and all amounts withheld pursuant to Section 2.5 above until the Consultant either has performed the obligations in question or has furnished security for that performance satisfactory to the Village. The Village will be entitled to apply any money withheld or any other money due to the Consultant to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and reasonable attorneys' fees (collectively "*Costs*") incurred, suffered, or sustained by the Village and chargeable to the Consultant under this Contract.

2.7 Keeping Books and Accounts. The Consultant must keep accounts, books, and other records of all its billable charges and costs incurred in performing Services in

accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. The Consultant must make all such material available for inspection by the Village, at the office of the Consultant during normal business hours during the Term and for a period of three years after termination of this Contract. Copies of such material must be furnished to the Village at the Village's request and expense.

ARTICLE 3. PERFORMANCE OF SERVICES

3.1 Standard of Performance. The Consultant must perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the "*Standard of Performance*"). All Services must be free from defects and flaws, must conform to the requirements of this Contract, and must be performed in accordance with the Standard of Performance. The Consultant is fully and solely responsible for the quality, technical accuracy, completeness, and coordination of all Services.

3.2 Correction of Defects. The Consultant must provide, for no additional Compensation and at no separate expense to the Village, all work required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the Consultant or of the Consultant's sub-consultants or suppliers.

3.3 Risk of Loss. The Consultant bears the risk of loss in providing all Services. The Consultant is responsible for any and all damages to property or persons arising from any Consultant error, omission, or negligent act and for any losses or costs to repair or remedy any work undertaken by the Village based on the Services as a result of any such error, omission, or negligent act. Notwithstanding any other provision of this Contract, the Consultant's obligations under this Section 3.3 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the Village or the Consultant, to indemnify, hold harmless, or reimburse the Consultant for damages, losses, or costs.

3.4 Opinions of Probable Cost. The Parties recognize that neither the Consultant nor the Village has control over the costs of labor, materials, equipment, or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable costs provided under this Contract are considered to be estimates only, made on the basis of the Consultant's experience and qualifications, and those opinions represent the Consultant's best judgment as an experienced and qualified professional, familiar with the industry. The Consultant does not guaranty that proposals, bids, or actual costs will not vary from the opinions prepared by the Consultant.

3.5 Village Responsibilities. The Village, at its sole cost and expense, will have the following responsibilities:

(a) To designate in writing a person with authority to act as the Village's representative with respect to the Services. In the absence of a writing designation, the Village's representative will be the Village's Director of Pubic Works. The Village's representative will have the authority to act on behalf of the Village except on matters that require approval of the Village's Board of Trustees.

(b) To provide to the Consultant all criteria and information about the requirements for the Services, including, as relevant, the Village's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.

(c) To provide to the Consultant existing studies, reports, and other available data relevant to the Services.

(d) To arrange for access to, and make provisions for the Consultant to enter on, public and private property as reasonably required for the Services.

(e) To provide, as relevant, surveys describing physical characteristics, legal limitations, and utility locations for the Services and the services of other consultants when the services of other consultants are requested by the Consultant and are necessary for the performance of the Services.

(f) To provide structural, mechanical, chemical, air and water tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by the Village in connection with the Services, except the extent such tests, inspections, or reports are part of the Services.

(g) To review reports, documents, data, and all other information presented by the Consultant as appropriate.

(h) To provide approvals from all governmental authorities having jurisdiction over the Services when requested by the Consultant, except the extent such approvals are part of the Services.

(i) To provide, except as provided under Article 5 and Article 6 of this Contract, all accounting, insurance, and legal services as may be necessary from time to time in the judgment of the Village to protect the Village's interests with respect to the Services.

(j) To attend meetings related to the Services.

(k) To give prompt written notice to the Consultant whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of Services, except that the inability or failure of the Village to give any such a notice will not relieve the Consultant of any of its responsibilities under this Contract.

3.6 Time of the Essence. Time is of the essence for the Services and all activities with regard to the performance of the Services.

3.7 Suspension of Services. The Village, at any time and for any reason, may suspend work on any or all Services by issuing a written work suspension notice to the Consultant. The Consultant must stop the performance of all Services within the scope of the suspension notice until the Village directs the Consultant in writing to resume performance.

ARTICLE 4. SERVICES CHANGE ORDERS; DELAYS

4.1 Services Change Orders. The Village, from time to time, may issue a written order modifying or otherwise changing the scope of the Services included in a Services Change Order (a "*Services Change Order*"). Any Services Change Order in an amount exceeding $10,000 must be approved by the Village's Board of Trustees. The Services Change Order will be generally in the form attached to and by this reference incorporated into this Contract as Attachment A. The Consultant may request a Services Change Order based on a material change to any Services performed under this Contract. A Services Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation.

4.2 Revision Notices. Within 10 days after the date of a Services Change Order, and in any event before the Consultant begins work on any changed Services, the Consultant must notify the Village in writing if the Consultant desires a revision to the Services Change Order (a "*Revision Notice*"). The Revision Notice must clearly state the Consultant's requested revisions and the reasons for the revisions. If the Village agrees to any revision, then the Village will issue a revised Services Change Order in a form acceptable to the Parties. If the Consultant does not submit a Revision Notice within the 10-day period, then the Consultant will be deemed to have accepted the Services Change Order and the Services Change Order will be final.

4.3 Disagreements over Services Change Order Terms. If the Village and the Consultant cannot agree on the proposed revisions to the Compensation or Project Schedule terms of a Services Change Order, then the Parties will apply the dispute resolution provisions of this Contract in order to reach agreement. In that event, the Consultant must proceed diligently with the revised Services as directed by Village pending resolution of the disagreement. The Consultant will be compensated equitably for the work the Consultant undertakes during the disagreement resolution process.

4.4 No Change in Absence of Services Change Order. No claim for an adjustment in Compensation or Project Schedule will be made or allowed unless it is embodied in a Services Change Order signed by the Village and the Consultant. If the Consultant believes it is entitled to an adjustment in the Compensation or Project Schedule terms that has not been included, or fully included, in a Services Change Order, then the Consultant may submit to the Village a written request for the issuance of, or revision of, a Services Change Order including the desired adjustment. The Consultant's request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired.

4.5 Delays. If a delay in providing Services results from one or more causes that could not be avoided or controlled by the Consultant, then the Consultant may be entitled to

an extension of the Project Schedule for a period of time equal to that delay, or an adjustment in Compensation for extra costs related to the delay, or both. The Consultant must notify the Village in writing within 10 days after the start of the delay and again in writing within 10 days after the delay has ended (the "*Delay Period*"). The first notice must state the cause or causes of the delay and the impact of the delay on providing Services. The second notice must state the cause or causes of the delay, the length of the day, the reasons why the delay disrupted performance of the Services and the Consultant's request, if any, for a change in Compensation or Project Schedule. If the Consultant fails to submit notices as provided in this Section 4.5, then the Consultant will be deemed to have waived any right to an adjustment in Compensation for the Services.

ARTICLE 5. INSURANCE

5.1 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in this Article 5.

5.2 Scope of Coverage.

(a) Commercial General Liability. Insurance Services Office Commercial General Liability occurrence form CG 0001, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026(Exhibit B).

(b) Automobile Liability. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

(c) Professional Liability. Indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing professional services, including without limitation: (i) preparing, approving, or failure to prepare or approve maps, drawings, opinions, report, surveys, designs or specifications and (ii) providing direction, instruction, supervision, inspection, or engineering services or failing to provide them, if that is the primary cause of injury or damage.

(d) Workers' Compensation and Employers' Liability. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

5.3 Minimum Limits of Coverage.

(a) Commercial General Liability. $1,000,000 combined single limit per occurrence for bodily injury and for property damage and $1,000,000 per occurrence for personal injury. The general aggregate must be twice the required occurrence limit. Minimum General Aggregate must be no less than $2,000,000 or a project-contract specific aggregate of $1,000,000.

(b) Business Automobile Liability. $1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers' Compensation and Employers' Liability. Workers' Compensation Coverage with statutory limits and Employers' Liability limits of $500,000 per accident.

(d) Professional Liability. $1,000,000 each claim with respect to negligent acts, errors, and omissions in connection with all professional services to be provided under this Contract, with a deductible not-to-exceed $50,000 without prior written approval.

5.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either the insurer must reduce or eliminate such deductibles or self-insured retentions with respect to the Village and its officials, employees, agents, and representatives or the Consultant must procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

5.5 Additional Requirements. The insurance policies must contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability and Automobile Liability Coverage. The Village and its officials, employees, agents, and representatives must be covered as additional insured as respects: liability arising out of the Consultant's work, including without limitation activities performed by or on behalf of the Consultant and automobiles owned, leased, hired, or borrowed by the Consultant. Coverage must contain no special limitations on the scope of protection afforded to the Village or its officials, employees, agents, and representatives.

(b) Primary Coverage. The insurance coverage must be primary with respect to the Village and its officials, employees, agents, and representatives. Any insurance or self-insurance maintained by the Village and its officials, employees, agents, and representatives will be excess of the Consultant's insurance and will not contribute with it.

(c) Reporting Failures. Any failure to comply with reporting provisions of any policy must not affect coverage provided to the Village and its officials, employees, agents, and representatives.

(d) Severability of Interests/Cross Liability. The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's ability.

(e) Umbrella Policies. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant must name the Village and its officials, employees, agents, and representatives as additional insureds under the umbrella policy.

(f) Occurrence Form. All general liability coverage must be provided on an occurrence policy form. Claims-made general liability policies are not acceptable.

(g) Workers' Compensation and Employers' Liability Coverage. The insurer must agree to waive all rights of subrogation against the Village and its officials, employees, agents, and representatives for losses arising from work performed by the Consultant.

(h) Professional Liability. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Contract. If the policy is cancelled, non-renewed, or switched to an occurrence form, then the Consultant must purchase supplemental extending reporting period coverage for a period of not less than three years.

(i) All Coverage. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice to the Village by certified mail, return receipt requested.

Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

5.6 Verification of Coverage. The Consultant must furnish the Village with certificates of insurance naming the Village and its officials, employees, agents, and representatives as additional insureds and with original endorsements affecting coverage required by this Article 5. The certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and in any event must be received and approved by the Village before any work commences. Other additional-insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements CG 2010 or CG 2026. The Village reserves the right to request a full certified copy of each insurance policy and endorsement.

5.7 Sub-Consultants and Suppliers. The Consultant must include all sub-consultants as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors are subject to all of the requirements stated in this Article 5.

ARTICLE 6. INDEMNIFICATION

6.1 Agreement to Indemnify. To the fullest extent permitted by law, the Consultant hereby agrees to indemnify and, at the Village's request, defend the Village and its officials, employees, agents, and representatives (collectively the "*Indemnified Parties*") against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses (collectively "*Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the

performance of any Services by the Consultant or its employees or sub-consultants or that may in any way result therefrom, except only Claims arising out of the sole legal cause of the Village.

6.2 No Limit Based on Insurance. The Consultant expressly acknowledges and agrees that any performance bond or insurance policy required by this Contract, or otherwise provided by the Consultant, will in no way limit the responsibility to indemnify and defend the Indemnified Parties or any one of them.

6.3 Withholding Payment. To the extent that any payment is due to the Consultant under this Contract, the Village may withhold that payment to protect itself against any loss until all claims, suits, or judgments have been settled or discharged and evidence to that effect has been furnished to the satisfaction of the Village.

6.4 Limit on Duty to Indemnify. The Consultant is not required to indemnify an Indemnified Party to the extent a Claim resulted solely from the negligence or willful misconduct of the Indemnified Party.

ARTICLE 7. INFORMAL DISPUTE RESOLUTION

7.1 Dispute Resolution Panel. Any dispute between the Village and the Consultant related to this Contract will be submitted to a dispute resolution panel comprised of two representatives of each Party who have been given the authority to agree to a resolution of the dispute. The panel may meet or may conduct its discussions by telephone or other electronic means. If the panel has failed to convene within two weeks after the request of either Party, or is unable to resolve the dispute within 30 days, then either Party may exercise any other rights it has under this Contract.

7.2 Communications in Nature of Settlement. All communications between the Parties in connection with the attempted resolution of a dispute will be confidential and will deemed to have been delivered in furtherance of dispute settlement and thus will be exempt from discovery and production, and will not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial, or other proceeding for the resolution of the dispute.

7.3 Performance of Services. During the dispute resolution process, the Consultant must proceed diligently with the performance of Services.

ARTICLE 8. TERMINATION

8.1 Contract is At-Will. This Contract is at-will and may be terminated by the Village at any time at the Village's convenience, without reason or cause. If the Village terminates this Contract without reason or cause, then the Consultant will be entitled to Compensation for all Service performed by the Consultant up to the date of termination. The Consultant is not entitled to compensation of any kind, including without limitation for lost profit, for any Services not performed by the Consultant.

8.2 Termination by Village for Breach. The Village at any time, by written notice, may terminate this Contract on account of breach by the Consultant and failure of the Consultant to cure the breach within 10 days after that written notice or such further time as the Village may agree, in the Village's sole discretion, in response to a written notice from the Consultant seeking additional time to cure. "*Breach*" by the Consultant includes (a) failure of the Consultant to adhere to any terms or conditions of this Contract, (b) failure of the Consultant to properly perform Services, (c) or failure of the Consultant to maintain progress in the performance of Services so as to endanger proper performance of the Services within the Project Schedule, (d) failure of the Consultant to have or maintain adequate financial or legal capacity to properly complete any Services.

8.3 Village Remedies. If the Village terminates this Contract for Breach by the Consultant, then the Village will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(a) The Village may recover from the Consultant any and all costs, including without limitation reasonable attorneys' fees, incurred by the Village as the result of any Breach or as a result of actions taken by the Village in response to any Breach.

(b) The Village may withhold any or all outstanding Compensation to reimburse itself or pay for any and all costs, including without limitation reasonable attorneys' fees, incurred by the Village as the result of any Breach or as a result of actions taken by the Village in response to any Breach. In that event, the Village will pay any excess funds to the Consultant, if any, after all of the Village's costs are reimbursed or paid. If the Compensation withheld by the Village is insufficient to reimburse the Village for, or pay, all costs, then the Village will has the right to recover directly from the Consultant a sum of money sufficient to reimburse itself, or pay, all remaining costs.

8.4 Termination for Convenience. If, after termination of this Contract by the Village for breach, it is determined that the Consultant was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the Village under Section 8.1 of this Contract.

8.5 Termination by Consultant for Breach. The Consultant at any time, by written notice, terminate this Contract on account of failure by the Village to properly pay the Consultant and failure of the Village to cure the breach within 10 days after that written notice or such further time as the Consultant may agree, in the Consultant's sole discretion, in response to a written notice from the Village seeking additional time to cure.

8.6 Termination by Consultant without Cause. The Consultant may terminate this Contract without cause on 30 days written notice to the Village.

ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS

9.1 Consultant as Independent Consultant. For purposes of this Contract, the Consultant is an independent consultant and is not, and may not be construed or deemed to be an employee, agent, or joint venturer of the Village.

9.2 Compliance with Laws; Communications with Regulators. The Consultant must comply with all statutes, ordinances, codes, and regulations applicable to the Services. Except to the extent expressly set forth in this Contract, the Consultant may not communicate directly with applicable governmental regulatory agencies with regard to Services without prior express authorization from the Village. The Consultant must direct inquiries from governmental regulatory agencies to the Village for appropriate response.

9.3 Consultant Payments; Waivers of Liens. The Consultant must pay promptly for all services, labor, materials, and equipment used or employed by the Consultant in the performance of any Services and must not cause any materials, equipment, structures, buildings, premises, and property of the Village to be impressed with any mechanic's lien or other liens. The Consultant, if requested, must provide the Village with reasonable evidence that all services, labor, materials, and equipment have been paid in full and with waivers of lien as appropriate.

9.4 Permits and Licenses. The Consultant must obtain and pay for all permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with the Consultant's performance of Services.

9.5 Safety; Hazardous Materials.

(a) Protection of Health, Environment. The Consultant's personnel must be experienced and properly trained to perform the Services and must take adequate precautions to protect human health and the environment in the performance of Services.

(b) Notice of Hazardous Conditions. If the Consultant observes a potentially hazardous condition relating to the Services, the Consultant must bring that condition to the attention of the Village.

(c) Hazardous Materials. The Consultant acknowledges that there may be hazardous substances, wastes, or materials as defined by applicable Law ("Hazardous Materials") at a project site or otherwise associated with Services, and the Consultant under those circumstances must take appropriate precautions to protect its employees, sub-consultants, and suppliers.

9.6 Intellectual Property. The Consultant may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "*Intellectual Property*") in the performance of Services. If ever the Consultant is alleged to have infringed on any Intellectual Property, then, in addition to the Consultant's obligations to indemnify Indemnified Parties under this Master Contract, the Consultant also, at the sole discretion of the Village and at the Consultant's sole expense (a) procure for the Village the right to continue using the infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of

this Master Contract and the relevant Task Order, or (c) reimburse the Village for all payments made to the Consultant relating to or impacted by the infringing material and all costs incurred by Village resulting from such infringement.

9.7 Confidential Information. All information and data disclosed by the Village and developed or obtained under this Contract must be treated by the Consultant as proprietary and confidential information ("*Confidential Information*"). The Consultant must not disclose Confidential Information without the Village's prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of Services. The obligations under this Section 9.7 does not apply to Confidential Information that is (i) in the public domain without breach of this Contract, (ii) developed by the Consultant independently from this Contract, (iii) received by the Consultant on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by Village and Village has had a reasonable opportunity to protect disclosure of the Confidential Information. The Consultant must ensure that the foregoing obligations of confidentiality and use extend to and bind the Consultant's sub-consultants and suppliers.

9.8 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Master Contract (collectively "*Data*"), other than the Consultant's confidential information, will be and remain the sole property of the Village. The Consultant must promptly deliver all Data to the Village at the Village's request. The Consultant is responsible for the care and protection of the Data until that delivery. The Consultant may retain one copy of the Data for the Consultant's records subject to the Consultant's continued compliance with the provisions of this Article.

9.9 Copyrights and Patents. The Consultant agrees not to assert, or to allow persons performing under the Consultant's control to assert, any rights to Data or establish any claim under design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by the Village and is considered "work for hire," and that all copyrightable and other proprietary rights in that Data will vest solely in the Village. Further, the Consultant agrees that all rights under copyright and patent laws under this Master Contract belong to the Village. The Consultant hereby assigns any and all rights, title, and interests under copyright, trademark, and patent law to the Village and agrees to assist the Village in perfecting the same at the Village's expense.

9.10 Notices. Any notice or communication required by this Contract will be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid, with the U.S. Postal Service and addressed as follows:

If to the Village:
Village of La Grange
Public Works Department
320 East Avenue

with a copy to:
Village of La Grange
53 South La Grange Road
La Grange, Illinois 60525

La Grange, Illinois 60525
Attn: Public Works Director

Attn: Village Manager

If to the Consultant:

with a copy to:

Building Engineering Systems, LLC
444 N. Wells Street
Suite 501
Chicago, IL 60654
Attn: Mr. James R. Bess, P.E.

or to such other address as the party to whom notice is to be given has furnished in writing.

9.11 No Waiver by Village. No act, order, approval, acceptance, or payment by the Village, nor any delay by the Village in exercising any right under this Contract, will constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services or operate to waive any requirement or provision of this Contract or any remedy, power, or right of the Village.

9.12 No Third-Party Beneficiaries. This Contract is for the benefit of the Village and the Consultant only and there can be no valid claim made or held against the Village or the Consultant by any third party to be a beneficiary under this Contract.

9.13 Survival of Terms. The following sections will survive the termination of this Master Contract: 2.7, 3.2, 6.1, 8.4, 9.7, 9.8, and 9.9.

9.14 Assignments. The Consultant may not assign or transfer any term, obligation, right, or other aspect of this Contract without the prior express written consent of the Village. If any aspect of this Contract is assigned or transferred, then the Consultant will remain responsible to the Village for the proper performance of the Consultant's obligations under this Contract. The terms and conditions of any agreement by the Consultant to assign or transfer this Contract must include terms requiring the assignee or transferee to fully comply with this Contract unless otherwise authorized in writing by the Village.

9.15 Amendments. This Contract may be amended only in writing executed by the Village and the Consultant.

9.16 Governing Law. The validity, construction, and performance of this Contract and all disputes between the parties arising out of or related to this Contract will be governed by the laws of the State of Illinois without regard to choice or conflict of law rules or regulations.

9.17 Compliance with Laws, Grant Regulations. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Consultant also must comply with applicable conditions of any federal,

state, or local grant received by the Village with respect to this Contract. The Consultant will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Consultant's improper performance of, or failure to properly perform, any Services.

9.18 Representation of No Conflicts. The Consultant represents that (1) no Village employee or agent is interested in the business of the Consultant or this Contract, (2) as of the Effective Date neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract, and (3) neither the Consultant nor any person employed by or associated with the Consultant may at any time during the Term obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

9.19 No Collusion. The Consultant represents that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is properly contesting its liability for the tax or the amount of the tax or (2) a violation of either Section 33E-3 or Section 33E-4 or Article 33E of the Criminal Code of 1961, 720 ILCS 5/22E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Contract and that this Contract is made without collusion with any other person, firm, or corporation.

WHEREFORE, the Village and the Consultant have caused this Contract to be executed by their duly authorized representatives as of the Effective Date.

VILLAGE OF LA GRANGE	BUILDING ENGINEERING SYSTEMS, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ATTACHMENT A

SERVICES CHANGE ORDER FOR TASK NUMBER ____

In accordance with Section 4.1 of the Contract dated _____, 20____ between the Village and the Consultant, the Parties agree to the following Services Change Order:

1. **Change in Services**: _____

_____

_____

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

_____

3. **Change in Completion Date**: All Services must be completed on or before: _____, 20___

4. **Change in Compensation**: _____

_____

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED.

VILLAGE	**CONSULTANT**
_____	_____
Director of Public Works	Signature
	_____
	Name (Printed or Typed)
_____	_____
Date	Date

<u>If compensation change greater than $2,000, then Village Manager signature required</u>.

_____	_____, 20____.
Village Manager	Date

<u>If compensation change greater than $10,000, then Board of Trustees approval and Village President signature required</u>.

_____	_____, 20____.
Village President	Date

6034954_v2

BES
BUILDING
ENGINEERING
SYSTEMS, LLC

MECHANICAL, ELECTRICAL, PLUMBING
AND FIRE PROTECTION ENGINEERING

WORK AUTHORIZATION FORM

Project: VILLAGE OF LAGRANGE – POLICE AND FIRE BUILDING Date: 4/19/16

Description: Chiller Replacement, HVAC and Exhaust Fan Controls Upgrades

Scope of Work

Building Engineering Systems, LLC, hereinafter referred to as the Engineer, will:

A. Preparation of bid documents including plans and specifications for the Replacement of the existing Chilled Water System, Upgrade of the HVAC Control System and Upgrade of the Exhaust Fan Control System at the Police and Fire Building.

B. Design of new system shall be in accordance with all Village codes and standards as per best industry practices

C. Review and evaluate all bids received and provide a recommendation

D. Review all product submittals and contractor submittals

E. Supervise construction and participate in all necessary on-site meetings to resolve any field issues

F. Assist in the preparation of public utility rebate forms

Engineer's Compensation

The Engineer will be compensated, by **THE VILLAGE OF LAGRANGE**, for the scope of work as outlined above on a cost plus fixed fee basis in an amount not to exceed ***$15,000.00 (Fifteen Thousand Dollars)***.

Hourly Rates:

The Engineer shall be compensated on an hourly basis as listed below.

Project Manager/Principal	$ 185.00/Hr.
Project Engineer	$ 165.00/Hr.
CADD Technician	$ 145.00/Hr.
Administration Staff	$ 85.00/Hr.

Reimbursable Expenses

In addition, the Engineer will be reimbursed, at cost, for all incidental expenses incurred in performing services, including printing of drawings, deliveries, and out-of-town travel.

Schedule

Anticipated durations for the various phases are as follows:

Preparation of Bid Documents	4 weeks
Bid Period	3 weeks
Chiller Replacement	16 weeks
Controls Upgrade	8 weeks

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

BES

BUILDING
ENGINEERING
SYSTEMS, LLC

MECHANICAL, ELECTRICAL, PLUMBING
AND FIRE PROTECTION ENGINEERING

Thank you for this opportunity to be of service to you in the capacity described above. If this request meets with your approval, please indicate your acceptance of its terms by signing and returning a copy to us.

Sincerely

James Bess, PE
Building Engineering Systems, LLC

APPROVED AND ACCEPTED
Ryan Gillingham
VILLAGE OF LAGRANGE

By: _____
Date: _____

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

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: April 25, 2016

RE: **PROFESSIONAL SERVICES AGREEMENT EXTENSION - TRAFFIC ENGINEERING SERVICES**

The Village relies on consulting engineering firms to provide professional engineering services required for capital improvement projects, development review, traffic engineering and other miscellaneous engineering tasks. By utilizing outside engineering firms the Village is able to better manage project costs, reduce internal staffing requirements, access engineering specialists, and provide staffing for capital improvement projects on an as needed basis.

In 2009 the Village entered into a task order agreement with KLOA, Inc. for traffic engineering services based on their expertise and familiarity with the Village. The current agreement is set to expire on May 1, 2016.

Since the initiation of the task order contract with KLOA in 2009, a number of capital improvement projects, development reviews and other miscellaneous tasks have been successfully completed by KLOA. The following is a partial list of the projects that have been assigned to KLOA to date:

1. Crosswalk Safety Enhancements – 47th Street Adjoining Waiola Park
2. Crosswalk Safety Enhancements – La Grange Road and 52nd Street
3. Crosswalk Safety Enhancements – 47th Street and 9th Avenue
4. Pedestrian Push Button Relocation Project – La Grange Road
5. Gilbert Avenue Traffic Study
6. Gurrie Middle School Sign/Crosswalk Plan
7. Willow Springs Road Traffic Signal and Pedestrian Safety Enhancements
8. YMCA Redevelopment Project
9. Lyons Township High School – North Campus - Traffic Circulation and Pedestrian Safety Study
10. Lyons Township High School – South Campus – Traffic Circulation and Pedestrian Safety Study

The scope of work for each of these projects varies, but generally centers on traffic engineering and plan preparation. KLOA has proven to be a technically capable and diverse organization with sufficient resources and staff to address the needs of the Village. Their understanding of the Village, IDOT and other state and federal organizations processes has been valuable to the Village.

The current contract is set to expire on May 1, 2016. The contract allows for the extension of the contract for two additional one year periods. Village staff recommends extending the task order contract with KLOA, Inc. for an additional year period based on their past performance and municipal engineering experience. If approved, the new contract expiration would be May 1, 2017. Additionally, the contract allows for the consultant to request an adjustment to the pricing terms at the beginning of an extended term. As such KLOA has provided an updated labor rate schedule that would replace the existing pricing schedule in Attachment B. The other terms and conditions of the contract remain the same.

In summary we recommend that the Village Board approve the extension of the contract task order agreement and updated labor rates with KLOA, Inc. based on their expertise in traffic engineering, past performance and familiarity with the Village. Individual task orders under the master task order agreement would be approved separately as per the Village purchasing guidelines.

ATTACHMENT B

PRICING SCHEDULE

KENIG, LINDGREN, O'HARA, ABOONA, INC.

Schedule of Hourly Rates (IDOT Formula) for Staff Personnel for 2016[1]

	Hourly Rate Range
Principals	**$ 170 - $220**
Senior Consultants	**$ 120 - $140**
Consultants	**$ 60 - $ 90**
Designers and Technicians	**$ 50 - $ 80**
Clerical and Other Support Staff	**$ 35 - $ 50**

[1] 2016 fees are calculated based on IDOT formula and IDOT approved overhead rates.

VILLAGE OF LA GRANGE
Administrative Offices

BOARD REPORT

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

FROM: Robert J. Pilipiszyn, Village Manager
Mark Burkland, Village Attorney
Angela Mesaros, Assistant Director of Community Development

DATE: April 25, 2016

RE: **ORDINANCE-AMENDMENT TO THE VILLAGE CODE OF ORDINANCES AND MODEL LEASE: REGULATIONS GOVERNING SMALL CELL SITES**

The Village has received several requests from wireless telecommunications carriers for approval of small cell installations in the Village. So far the requests have been for locations near the train stations. The Village Staff anticipates that eventually there will be requests for installations in various locations throughout the Village.

In response to the pending requests, the Village Staff and Village Attorney researched the key elements of managing small cell installations, including (a) where and how wireless carriers generally are deploying small cells, (b) the appropriate application and decision-making process for requests, including what information and data is necessary for proper review of a request, (c) potential locations for small cells within the Village, and (d) terms for leasing space to wireless carriers on Village utility and streetlight poles.

The result of that research was a draft set of standards for small cells in the form of a new Chapter 103 of the La Grange Code of Ordinances and a draft model lease that could govern use of Village utility and streetlights be offered to wireless carriers.

The Village Board reviewed and discussed the draft code standards and model lease at its meeting on January 25, 2016, after which the Village Staff and Village Attorney revised the documents in accordance with the Board's direction. The Board discussed the documents again at its March 14 meeting, and the documents have been further revised to incorporate the changes directed by the Board. The two substantive changes from the March 14 meeting were (a) to provide flexibility in the spacing between small cell sites depending on the particular circumstances and (b) to prefer ground-mounting of the equipment and electricity cabinets associated with small cells.

A copy of the March 14 Board Report is attached for the Village Board's reference. An ordinance approving the proposed Chapter 103 and the model lease, including copies of both documents, is attached for the Board's consideration.

VILLAGE OF LA GRANGE

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 9
OF THE LA GRANGE CODE OF ORDINANCES
REGARDING SMALL CELL SITES
AND APPROVING A MODEL SMALL CELL SITE LEASE

WHEREAS, the Village of La Grange has received requests from wireless telecommunications carriers for approval of installations of low-powered wireless base stations that function like cells in a wireless mobile network (known as "*small cells*") within the Village, and the Village anticipates it will receive numerous additional requests for approvals of small cells in the future; and

WHEREAS, the primary purposes of small cells are to enhance the coverage of the mobile networks operated by wireless carriers and to increase the data transmission capacity of those mobile networks, and for that reason small cells are beneficial in areas within the Village where coverage and capacity needs are identified; and

WHEREAS, the Village desires to assure, through reasonable regulation and oversight, that small cell installations are undertaken, located, installed, and maintained within the Village in a manner advantageous to the wireless carriers without adverse impacts on the Village and its residents and guests; and

WHEREAS, the President and Board of Trustees of the Village of La Grange have reviewed a proposed Chapter 103 of the La Grange Code of Ordinances prepared by the Village Staff and Village Attorney that includes provisions intended and designed to permit installation of small cells sufficient for the established needs of wireless carriers, to be protective of the Village and its residents, and to protect against adverse impacts from small cell installations; and

WHEREAS, the President and Board of Trustees find that proposed Chapter 103, titled "Regulation of Small Cells," will not (a) unreasonably discriminate among wireless carriers of functionally equivalent services, (b) prohibit or create the effect of prohibiting the provision of services by a wireless carrier, or (c) regulate the placement, installation, and modification of small cell facilities on the basis of the environmental effects of radio frequency emissions, all as required for compliance with Federal Communications Commission regulations; and

WHEREAS, the Village intends that small cells will be installed in some locations on Village-owned utility poles, streetlight poles, or other structures, and it therefore is necessary for the Village to have a model lease agreement to regulate those small cell installations and govern the owner/tenant relationship between the Village and a small cell owner; and

WHEREAS, the President and Board of Trustee have reviewed a model Small Cell Site Lease Agreement prepared by the Village Staff and Village Attorney that establishes appropriate terms for installation of small cells on Village-owned structures; and

WHEREAS, the President and Board of Trustees have determined that it is necessary and appropriate to amend Title 9 of the La Grange Code of Ordinances by adding Chapter 103 and to approve the model Small Cell Site Lease Agreement, as provided 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. Amendment of Title 9 of Code of Ordinances. Title 9 of the La Grange Codes of Ordinances is hereby amended by adding thereto a new Chapter 103: Regulations of Small Cells in the form attached to and by this reference incorporated into this Ordinance as Exhibit A.

Section 3. Approval of Model Small Cell Site Lease Agreement. The model Small Cell Site Lease Agreement is approved in the form attached to and by this reference incorporated into this Ordinance as Exhibit B. The model agreement may be revised as appropriate for a particular small cell installation, as approved by the Board of Trustees.

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

PASSED this _____ day of _____ 2016.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this _____ day of _____ 2016.

_____
Thomas Livingston, Village President

ATTEST:

_____
John Burns, Village Clerk

EXHIBIT A

Chapter 103: Regulation of Small Cells

§ 103.01 Findings, Purpose, and Scope

A. Findings. The Board of Trustees found and determined in La Grange Ordinance No. O-16-_____ that it is necessary and in the best interest of the Village and its residents to properly regulate small cell installations within the Village. Those findings and determinations are incorporated by this reference into this Chapter 103.

B. Purposes. The purposes of this Chapter are to equitably allocate and appropriately regulate the location, installation, and maintenance of small cells within the Village in compliance with applicable federal and State law. The following factors apply to the provisions of this Chapter 103: (1) the infrastructure, coverage, and capacity needs of wireless carriers seeking to install small cells, (2) the number and types of existing wireless carrier infrastructure facilities located within and abutting the Village, (3) the priority of sites assigned by this Chapter 103 for installation of small cells, and (4) the potential adverse impacts of small cells on the Village.

C. Scope. This Chapter applies to the location, installation, and maintenance of small cells within the Village. Except as specifically provided in this Chapter 103, this Chapter 103 does not limit the applicability of the provisions of Chapter 102 of this Code titled "Construction Of Utility Facilities In Public Rights-Of-Way" to the location and installation of small cells within the Village. If the provisions of this Chapter 103 and the provisions of Chapter 102 of this Code conflict, then this Chapter 103 applies and controls.

§ 103.02 Definitions

"Distributed Antenna System or DAS network" means a low-powered wireless system including transceiver equipment at a central hub and numerous antennas distributed throughout a defined, limited area supported by the central hub, capable of serving one or more wireless carriers or operators.

"Director" means the Village's Director of Community Development or other person appointed by the Village Manager.

"Permit" means the written approval of the Village for installation of a small cell facility. *See* Section 103.03.

"Small cell" means a low-powered wireless base station—including an antenna, transceiver equipment, cabinets, and cabling and wiring—that functions like a cell in a wireless mobile network but provides significantly smaller coverage area than a traditional macro cell. The term small cell includes microcells. The term small cell does not include a DAS network. The term small cell does not include the small cell's support structure.

"Small cell facility" means a small cell and its support structure.

"Small cell site" means a location approved by the Village where a small cell has been, or may be, installed.

"Village-Owned Site" means a Village-owned property, utility pole, streetlight pole or standard, or other structure on which installation of a small cell has been approved by the Village.

§ 103.03 Permit Required

No small cell may be installed within the Village unless a permit is approved and issued by the Village in accordance with the provisions of this Chapter.

§ 103.04 Application and Review Process

(a) Permit Application. Each applicant for a permit to install a small cell within the Village must submit a written application to the Director on a form provided by the Village. The application must include the following information:

(1) The names and contact information of the wireless carrier and each contractor or consultant assisting or acting on behalf of the wireless carrier.

(2) A written statement of the wireless carrier or its contractor or consultant of the need and purpose for the small cell or cells as proposed.

(3) A description, maps, and data of the wireless carrier's existing wireless facilities within the Village and within one-half mile of the Village.

(4) A statement of the coverage or capacity gaps or deficiencies within the wireless carrier's system, and how the installation of the small cells as proposed would address those coverage or capacity gaps or deficiencies.

(5) The location and photographs of each proposed small cell site and its immediate surroundings, depicting the pole or structure on which each proposed small cell would be mounted.

(6) Specifications for, and a depiction of, each proposed small cell facility as installed.

(7) A statement of the total number of small cells the wireless carrier estimates it will seek within the Village and a map or drawing generally depicting the locations within the Village of the anticipated small cell sites.

(8) An estimated schedule for the installation of the estimated small cell facilities, if approved.

(b) Application Fee. Each application for a permit pursuant to this Chapter 103 must be accompanied by an application fee in the amount of $***[500]*** for each small cell.

(c) Review of Application. The application will be reviewed in accordance with the following process and standards. The Village may alter the process for a particular application as the Village determines is appropriate based on the elements of that application.

(1) Facility and Site Analysis. The Director, and other Village staff as appropriate, will review the applications based on the information provided by the applicant.

(2) Chapter 102 Standards. The application must be consistent with the standards for use of Village rights-of-way in Chapter 102 of this Code.

(3) FCC Standards. he Village will not (a) unreasonably discriminate among wireless carriers of functionally equivalent services, (b) prohibit or create the effect of prohibiting the provision of services by a wireless carrier, or (c) regulate the placement, installation, and modification of small cell facilities on the basis of the environmental effects of radio frequency emissions.

(4) Number of Small Cell Sites. The Village may reasonably limit the number of small cell sites available within the Village at the time of the application and in the particular locations listed in the application, based on the current inventory and locations of available sites and current total applications for small cell sites by wireless carriers.

(5) Priority of Small Cell Sites. Based on various factors including among others public safety, existing Village facilities, utilities, existing telecommunications infrastructure, fair and equitable allocation of infrastructure, and adverse impact on Village residents, the following priority of locations applies to small cell sites. A small cell must be located at the highest priority location, and no small cell may be installed at a lower priority location unless no higher priority location is available or technically feasible within the vicinity of the proposed small cell site. The following priority of locations applies to small cell sites, in descending order:

(i) Village-owned utility poles (whether existing or to be installed) in the following order of priority: (A) within an arterial street right-of-way, (B) within a parking lot or on other property related to a governmental or institutional use, and (C) within a collector street right-of-way.

(ii) Village-owned streetlight poles or standards (whether existing or to be installed) in the following in order of priority (A) within an arterial street right-of-way, (B) within a parking lot or on other property related to a governmental or institutional use, and (C) within a collector street right-of-way.

(iii) Village-owned utility poles not included in Subsections (i) or (ii) above.

(iv) Existing utility poles owned or maintained by ComEd, other public utilities, or a railroad.

(v) Existing private utility poles, but only in locations approved by the Village.

(6) Prohibited Locations. Small cell sites are prohibited at the following locations:

(i) A residential street.

(ii) A utility pole located in a public parkway abutting a front yard of a single-family detached dwelling or abutting a corner side yard of a single-family detached dwelling except within three feet of the rear lot line.

(iii) A utility pole located in a rear yard (or abutting easement) of a single-family detached dwelling.

(iv) A newly installed utility pole not owned by the Village.

(7) Exceptions to Location Restrictions. The Director may grant an exception to the priority of small cell sites set forth in this Section or to the prohibited locations set forth in this Section for a particular small cell, but only if the wireless carrier demonstrates a specific, significant need for that small cell in that particular location, which need cannot be satisfied reasonably without granting an exception.

(d) Denial of Application. A denial of an application for a permit must be made in writing, stating the reason or reasons for the denial.

(e) Appeal. If an application for a permit is denied, then the wireless carrier may appeal the denial to the Village Manager. The appeal must be in writing and include a copy of the application and a statement of the reasons why the permit should be granted in accordance with this Chapter. The appeal may include a request for a meeting with the Village Manager. On receipt of a written request for a meeting, the Village Manager will set a date for the meeting not more than *[five]* business days after receipt of the request or such later time requested by the appellant. At the meeting, the Village Manager will hear from all interested persons, including the appellant and the Director and other Village staff as appropriate. The Village Manager will issue a written decision on the appeal within five business days after completion of the meeting. The decision of the Village Manager will be final.

§ 103.05 Regulations

The following standards apply to all small cell facilities within the Village, wherever they are located:

(a) Number Limited. No more than one small cell may be attached to a utility pole except for good cause as determined by the Director.

(b) Spacing. No small cell may be located within 300 feet of an existing small cell except for good cause as determined by the Director. If good cause is determined, then the new small cell must be located as far from the existing small cells as reasonably possible. The provisions of this Subsection do not apply within the area bounded by Hillgrove Avenue on the north, Burlington Avenue on the south, 6th Avenue on the east, and Dover Place (as extended) on the west.

(c) Height. No component of a small cell installed on a utility pole may extend higher than five feet above the top of the pole or lower than 10 feet above grade measured from the bottom of the pole. The Director may vary these height limitations for good cause shown by the applicant. No existing utility pole may be extended in height for the purpose of affixing a small cell component in a position above the existing top of that utility pole.

(d) Ground-Level Installation of Cabinets. The equipment and electricity cabinet(s) of a small cell must be mounted at ground level, abutting or as close as possible to abutting the pole or other support structure. The Director may authorize installation of cabinet(s) on the support structure for good cause shown by the applicant. Pole-mounting of cabinets is not favored and will be authorized only if there is no reasonably available ground-level location.

(e) Maximum Size of Components. No small cell component may exceed four square feet in surface area or four feet in any dimension. The components of a small cell mounted on a streetlight pole or standard must be the minimum practicable size.

(f) Uniform Color. All components of a small cell, including the ground-level components, must be uniform in color. That color must be consistent with or blend into the support structure and the surrounding environs. The components of a small cell mounted on a streetlight pole or standard must be the color of the streetlight pole or standard or as close to that color as is available in the market.

(g) Guy Wires Prohibited. Guy wires and similar support mechanisms and techniques are prohibited.

(h) Markings Prohibited. Except as provided in the next sentence of this subsection, no component of a small cell may bear any mark, graphic, print, label, or text of any kind, including without limitation any placard, sign, sticker, banner, or label. Small cell components may include a small, discreetly located identification marking.

(i) Concealment. For good cause based on location and potential adverse impact on the Village and its residents, as determined by the Director, the Village may require that a small cell be concealed in a manner approved by the Village.

(j) Emergency Relocation and Removal. In the event of a *bona fide* emergency affecting public health and safety, the Director may temporarily relocate or remove any small cell facility located within a public right-of-way, regardless of whether on a Village support structure or a privately-owned support structure, if the Director determines that removal is reasonably necessary to respond to the emergency or to protect the public health and safety. The Director must provide written notice of removal or relocation to the owner of the small cell facility, and the privately-owned support structure if any, as soon as reasonably possible under the circumstances. The Village will not be responsible or liable for restoring the small cell facility or a privately-owned support structure for paying any costs or damages incurred by the owners.

(k) Abandonment and Removal. At any time a small cell has not been operational or has not been operated for a continuous period of 12 months or longer, that small cell will be deemed automatically by the Village to be abandoned. The owner of that small cell must remove the small cell in its entirety from the Village within 60 days after the date the Village sends written notice to the owner or any owner's representative at the last known address of the owner or representative. If the owner does not remove the small cell in accordance with the preceding sentence, then the Village may remove and dispose of the small cell and charge the owner with all costs incurred by the Village for the removal and disposal.

§ 103.06 Lease of Village-Owned Site

No small cell may be installed on a Village-Owned Site until the wireless carrier has signed a lease governing the installation and maintenance of that small cell on that Village-Owned Site in a form provided and approved by the Village.

§ 103.07 Installation and Maintenance of Small Cell Facilities

Each wireless carrier must construct, install, and maintain all of its small cell facilities (a) in accordance with the standards set forth in Chapter 102 of this Code, (b) in very good and operational condition at all times, and (c) as provided in any lease between the wireless carrier

and the Village. If the wireless carrier is required to install a utility pole for an approved small cell, then, at the direction of the Village, the wireless carrier must file with the Village a bill of sale and any other documents requested by the Village to transfer ownership of that utility pole to the Village.

§ 103.08 Violations and Penalty

Any person or entity that violates a provision of this Chapter will be fined not less than $20 or more than $750 for each day on which the violation occurs or continues.

EXHIBIT B

VILLAGE OF LA GRANGE

SMALL CELL SITE LEASE AGREEMENT

This Agreement (this "*Agreement*") made this as of _____, 20___, (the "*Agreement Effective Date*") between the Village of La Grange, an Illinois municipal corporation, (the "*Village*") and _____, a _____ ("*Lessee*").

R E C I T A L S:

WHEREAS, the Village owns or otherwise has a lawful possessory interest in utility poles, streetlight poles, buildings, and land and rights-of-way on which Lessee desires to install, maintain, and operate small cell facilities (each a "*Village-Owned Site*" and collectively the "*Village-Owned Sites*"); and

WHEREAS, Lessee holds a license issued by the Federal Communications Commission (the "*FCC License*") to provide wireless services within the Village; and

WHEREAS, Lessee desires to install, operate, and maintain one or more small cells within the Village in accordance with the provisions of this Agreement and the Village's Code of Ordinances: and

WHEREAS, the Village and Lessee desire to enter into this Agreement establishing the terms and conditions governing the installation, maintenance, and operation of Lessee's small cells on Village-Owned Sites;

NOW THEREFORE, in consideration of the covenants contained in this Lease, the Village and Lessee agree as follows:

1. Lease of Village Facilities. The Village leases to Lessee space on the Village-Owned Sites described in the "*Schedule of Sites*" defined in Section 2 of this Agreement and attached as Exhibit A to this Lease for the purposes of installation, operation, and maintenance of Lessee's small cells. The Village also grants to Lessee the right of ingress and egress to the Village-Owned Sites over Village public rights-of-way.

2. Schedule of Sites; Modifications. The Schedule of Sites included as Exhibit A of this Agreement is a list of all Village-Owned Sites leased to Lessee. Each Village-Owned Site includes a utility pole, streetlight standard, or other structure of size and configuration sufficient for a Lessee small cell. Each Lessee small cell includes an antenna, one or more equipment cabinets, wires, cabling, and piping as set forth for that small cell in the Schedule of Sites (a "*Lessee Facility*"). A Village-Owned Site may include space on or under the ground for Lessee's use related to a Lessee Facility, as depicted in the Schedule of Sites.

The Schedule of Sites may be modified by adding additional Village-Owned Sites or by removing Village-Owned Sites on which no Lessee Facility exists and no installation of a Lessee Facility has been commenced, as follows:

A. Adding a Village-Owned Site. A Village-Owned Site may be added to the Schedule of Sites by using the small cell application process set forth in Section 103 of the Village's Code of Ordinances. No Village-Owned Site may be added without the approval of the Village.

B. Removing an Unimproved Village-Owned Site. Any Village-Owned Site on which no Lessee Facility exists and no installation of a Lessee Facility has been commenced (an "*Unimproved Village-Owned Site*") may be removed from the Schedule of Sites in one of the following ways:

(i) By Agreement. The Village and Lessee may agree in writing to removal of the Unimproved Village-Owned Site.

(ii) By Lessee. Lessee, by 30-day written notice to the Village, may direct the Village to remove an Unimproved Village-Owned Site.

(ii) By Village Decision. If an Unimproved Village-Owned Site has been listed on the Schedule of Sites for more than one year, then the Village may remove that Unimproved Village-Owned Site if the Village makes any one of the following findings: (a) There is market demand for a small cell at or near the Unimproved Village-Owned Site or (b) Lessee has two or more Unimproved Village-Owned Sites on the Schedule of Sites, or (c) the Village has reasonably determined in writing that there is good cause for the Unimproved Village-Owned Site to be removed.

When an Unimproved Village-Owned Site is removed from the Schedule of Sites, Lessee must pay rent through the end of the month in which the Unimproved Village-Owned Site was removed.

Lessee may file an application under Section 103 of the Village's Code of Ordinances requesting a re-listing of a removed Unimproved Village-Owned Site.

3. Term of Lease. This Agreement is for five rolling terms (individually defined in this Section and collectively the "*Rolling Terms*"), as follows:

A. Rolling Term 1: Commencing as of the Agreement Effective Date and expiring on December 31, 20[20].

B. Rolling Term 2: Commencing January 1, 20[21], and expiring on December 31, 20[25].

C. Rolling Term 3: Commencing January 1, 20[26]. and expiring on December 31, 20[30].

D. Rolling Term 4: Commencing January 1, 20[31], and expiring on December 31, 20[35].

E. Rolling Term 5: Commencing January 1, 20[36], and expiring on December 31, 20[40].

The Rolling Terms apply to all Village-Owned Sites on the Schedule of Sites, without any adjustment based on the date a Village-Owned Site is added to the Schedule of Sites.

4. Rent for Rolling Term 1. The rent for Village-Owned Sites on the Schedule of Sites during Rolling Term 1 is $[XXX.00] per month until December 31, 20[16], with an automatic ***[___]*** percent increase each January 1 of the four remaining years of Rolling Term 1. Rent payments for a Village-Owned Site commences on the first day of the month during which that Village-Owned Site is included on the Schedule of Sites. Rent applies to each Village-Owned Site on the Schedule of Sites regardless of whether a Lessee Facility is installed on that Village-Owned Site.

5. Adjusted Rent for Rolling Terms 2 through 5. The rent for Village-Owned Sites during Rolling Terms 2 through 5 is established as follows:

A. Increase of Base Rent. The Village may increase the base rent at the beginning of each Rolling Term. That increase will be based on the Village's reasonable determination of the highest rent being paid within 90 days prior to the expiration of the Rolling Term by any national wireless carrier for a small cell site (whether privately or publicly owned) in the suburban Chicago metropolitan area that is, in the reasonable determination of the Village, similar or comparable to a Village-Owned Site.

B. Annual Automatic Rent Increases. The rent for Rolling Terms 2 through 5 will increase automatically ***[___]*** percent each January 1 in the same manner as provided for Rolling Term 1.

6. Rent Payments. ***[Insert semiannual payments or other; terms to be stated.]*** Rent must be paid to the Village at: Village of La Grange, attention Finance Director, 53 South La Grange Road, La Grange, Illinois 60525. The Village and Lessee may agree to rent payments by electronic funds transfer using bank routing information provided by the Village. Throughout all of the Rolling Terms Lessee must pay rent for each Village-Owned Facility regardless of whether a Lessee Facility is installed and regardless of whether a Lessee Facility is operational, temporarily shut down for interference, or for any other reason not in service, except only as provided otherwise in this Agreement.

7. Authorized Use of Village-Owned Site; Maintenance of Lessee Facility. Lessee is permitted to use a Village-Owned Site only for the installation, operation, and maintenance of a Lessee Facility on the Schedule of Sites and for no other purpose (the "*Authorized Use*"). Lessee must install each Lessee Facility in strict compliance with the Village-approved plans and specifications submitted by Lessee for that Lessee Facility. Lessee must maintain each Lessee Facility in very good and operational condition at all times.

8. Condition of Village-Owned Sites. The Village will maintain the Village-Owned Sites in the condition existing at the Agreement Effective Date. The Village represents to Lessee that as of the Agreement Effective Date each Village-Owned Site, to the Village's knowledge, complies with all Applicable Laws (as defined in Section 17 of this Lease).

9. Village Documents. The Village agrees to provide Lessee any documents reasonably necessary to establish ownership of a Village-Owned Site or compliance with Applicable Laws.

10. Governmental Approvals; Structural Analysis. Before installing a Lessee Facility, Lessee must obtain all certificates, permits, and other approvals (collectively "*Governmental Approvals*") that are required by any federal, State of Illinois, or local authorities. At the request of the Village, Lessee also must provide a satisfactory structural analysis of the Village-Owned Site as provided in Chapter 103 of the Village's Code of Ordinances. The Village will cooperate reasonably with Lessee in Lessee's effort to obtain the Governmental Approvals.

11. Lessee Removal of Lessee Facility from Village-Owned Site. Lessee may remove a Lessee Facility from a Village-Owned Site and direct the Village to remove that Village-Owned Site from the Schedule of Sites if (A) any Governmental Approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by the approval authority or (B) Lessee determines the Lessee Facility is no longer necessary. Lessee must give the Village written notice not less than 30 days prior to the proposed date of removal of the Village-Owned Site from the Schedule of Sites. That notice must include a statement of the reason for the removal and the date by which (a) all of elements of the Lessee Facility will be removed from the Village-Owned Site and (b) restoration of the Village-Owned Site will be completed. Lessee must pay full rent for the Village-Owned Site until the last day of the month during which restoration of the Village-Owned Site is properly completed, as determined by the Village. Lessee may not apply for approval of a small cell site under Section 103 of the Village Code of Ordinances that would serve any of the coverage area of the Lessee Facility being removed, except only if that small cell site will be installed on a Village-Owned Site.

12. Electricity. If electricity is not already present on a Village-Owned Site, then Lessee must provide electricity to a Village-Owned Site at Lessee's expense. The Village will accommodate Lessee's efforts to provide electricity. If electricity already is present on a Village-Owned Site, then the Village will allow Lessee to use that electricity. If it is possible, Lessee must meter and pay directly for the electricity consumed by the Lessee Facility. If Lessee is unable to meter and pay for the electricity directly for reasons outside of Lessee's control, and the Village is charged by the electricity supplier for electricity consumed by the Lessee Facility, then Lessee must reimburse the Village for that cost. The Village will determine at the end of each calendar year the Village's actual cost, without any mark-up, for electricity consumption by the Lessee Facility for the calendar year and send Lessee an invoice within the first three months of the subsequent calendar year stating the charge. The invoice must be sent to the person and address set forth in Section 26 of this Agreement. The Village will provide reasonably available documentation of the electricity charge at Lessee's request. Lessee must pay each annual invoice within 45 days after receipt of the invoice from the Village.

13. Temporary Power. In the event of a power outage, Lessee may install and maintain a temporary power source and related equipment at a Village-Owned Site (and on abutting Village property as reasonably approved by the Village) as required to keep a Lessee Facility operational. The temporary power source must be maintained and operated in compliance with existing Village standards, including without limitation noise standards. After the power outage has ended, Lessee must promptly remove the

temporary power source and restore the Village-Owned Site and any adjacent land affected by the temporary power source.

14. Lessee Modification of Lessee Facility. Lessee may replace, repair, or modify (collectively a "*Modification*") a Lessee Facility and the frequencies over which the Lessee Facility operates, without any increase in rent. If a Modification will result in any increase of the size or number of antennas or cabinets at a Lessee Facility (a "*Significant Modification*"), then the written consent of the Village is required prior to installation of that Significant Modification. Lessee must file a written request with the Village for approval of a Significant Modification, including plans and specifications for the Significant Modification. The Village must make its decision on the Significant Modification within 10 business days after receiving the detailed plans and specifications. The Village may not unreasonably deny a request for a Significant Modification, but Lessee acknowledges that a substantial change to the size or number of antennas or cabinets may be a basis for denial depending on all of the circumstances related to the particular Village-Owned Site. Any modification of a Lessee Facility must comply with the standards of Section 103 of the Village's Code of Ordinances.

15. No Interference. A Lessee Facility, and all of its equipment and other elements must not cause any harmful interference with any equipment of the Village or other tenants on or near any Village-Owned Site existing as of the Agreement Effective Date. Harmful interference is measured for each Lessee Facility by industry standards existing as of the commencement of installation of that Lessee Facility. If a Lessee Facility causes harmful interference at any time, then Lessee must immediately take all steps necessary to eliminate that harmful interference, including without limitation powering down the interfering equipment. If harmful interference continues for 48 hours after the Village has notified Lessee of the harmful interference, then the Village may require Lessee to cease operations of the Lessee Facility until the Lessee Facility is repaired or replaced and the harmful interference is eliminated. If the Lessee Facility is not repaired or replaced within 180 days after the harmful interference was first reported to Lessee, then the Village, on 15-days written notice to Lessee, may remove the Village-Owned Site on which the Lessee Facility is installed from the Schedule of Sites, and Lessee must remove the Lessee Facility and restore the Village-Owned Site within 60 days after the date of the Village's notice.

Neither the Village nor any other tenant of the Village may install equipment on a Village-Owned Site that, because of its type or frequency, would cause harmful interference, measured in accordance with then-existing industry standards, with an installed and operational Lessee Facility. If Lessee determines, in its reasonable discretion, that other equipment is causing harmful interference, then the Village must take the steps necessary to eliminate the harmful interference from Village equipment or cause the other tenant to eliminate the harmful interference from the tenant's equipment. If harmful interference continues for 48 hours after Lessee has notified the Village of the interference, then the Village, after a written demand from Lessee to power down or cease the operation causing the harmful interference to be shut down, must power down or cease its operation or cause the tenant to power down or cease its operation until the harmful interference is eliminated.

16. Rights Upon Sale of Village-Owned Facility. If at any time during any Rolling Term the Village transfers fee title or easement rights over all or part of a Village-Owned Site to a transferee other than Lessee then that transfer will be subject to the

Lessee's rights under this Lease, and the transferee must recognize Lessee's rights under this Lease. If the Village completes such a transfer without causing the transferee to acknowledge and agree to in writing the rights of Lessee and the obligations of the Village under this Agreement, then the Village will remain obligated to Lessee under this Agreement and Lessee will have the right to look to the Village for the full performance of this Agreement.

17. Use of Village Rights-Of-Way; Parking. Lessee may use Village rights-of-way as necessary to maintain the Lessee Facilities. Lessee and its contractors will have reasonable use of Village streets to park vehicles when necessary for installation, replacement, or maintenance of a Lessee Facility, without a fee. No Village right-of-way, highway, or public place may be encumbered for a period longer than necessary to undertake and complete the work. All Lessee work on a Lessee Facility and within a Village right-of-way must comply with the provisions of the Village's Construction in Rights of Way Ordinance (Chapter 102 of the Village's Code of Ordinances) and all other applicable State of Illinois, Cook County, and Village laws, ordinances, rules, and regulations (collectively "*Applicable Laws*"). Nothing in this Agreement grants or transfers any ownership of any Village-Owned Site, Village right-of-way, or other property to Lessee. Among other requirements, Lessee and its contractors must give notice to the Village as required by the Chapter 102 or other Village regulation of the dates, location, and nature of all installation and other work to be performed on Lessee Facilities. After completion of work in a public right-of-way, Lessee must repair every affected right-of-way as soon as possible, but no later than the time set by the Chapter 102 or other Village regulation.

18. Quiet Enjoyment. The Village covenants that Lessee, on paying rent and performing its obligations under this Agreement, will peaceably and quietly have, hold, and enjoy the Village-Owned Sites on which Lessee Facilities have been installed. The Village represents to Lessee that, as of the Agreement Effective Date, the Village has good and sufficient title and interest to the Village-Owned Sites and the authority to enter into this Lease. The Village further represents that there are no restrictions known to the Village on the Lessee's ability to engage in the Authorized Use on any of the Village-Owned Sites.

19. Damage to Village-Owned Site. If a Village-Owned Site is damaged by fire, storm, or other occurrence that disrupts operation of a Lessee Facility on that Village-Owned Site for more than 45 days, then the rent attributable to that Village-Owned Site will be abated for the time period beginning on the 46th day after the damage occurred and ending on the day the Village-Owned Site is suitable for operation of the affected Lessee Facility. If the damage disrupts operation of the affected Lessee Facility for more than 90 days, then Lessee may terminate the Lease as to the affected Lessee Facility and the obligation of Lessee to pay rent for the affected Lessee Facility will cease as of the 90th day. In the event of termination, Lessee must remove the affected Lessee Facility from the Village-Owned Site within 30 days after the date of termination.

20. Village Maintenance of Village-Owned Sites. From time to time the Village may repair, replace, or otherwise work on a Village-Owned Site (collectively "*Repair*"). The Village will cooperate reasonably with Lessee on a Repair to minimize interference with an affected Lessee Facility, as follows.

A. Notice of Repair. The Village will give Lessee a 30-day written notice of a Repair if the nature of that repair may interfere in any way with the operation of the affected Lessee Facility. Lessee must cooperate with the Village on the Repair by providing adequate measures to cover or otherwise protect the Lessee Facility from the consequences of the Repair.

B. Removal of Lessee Facility; Emergency Repair. The Village may require Lessee to remove the Lessee Facility from the Village-Owned Site during the Repair and, if so, must give Lessee not less than 60 days to complete that removal (except in the case of an emergency as stated in the next paragraph of this subsection). If the Lessee Facility must be removed, then Lessee may maintain a temporary communications facility on Village property as near to the affected Village-Owned Site as practical. If there is no Village property suitable for a temporary communications facility, then rent related to the affected Village-Owned Site will be abated for the entire time the affected Lessee Facility is out of operation.

In the case of an emergency due to storm, fire, wind, crash, or other damage to a Village-Owned Site, the Village may require immediate removal of the affected Lessee Facility. The Village and Lessee will cooperate fully to cause the damage to be repaired and the Lessee Facility to be re-installed on the Village-Owned Site. Rent will not be abated because of an emergency.

C. Modification of Repair. Lessee may request a modification of the Village's procedures for carrying out a Repair in order to reduce interference with the affected Lessee Facility. If the Village agrees to the modification and the Repair thus is more expensive, then Lessee will be responsible for all incremental cost of the Repair related to the modification.

21. Indemnification. Lessee must indemnify and defend the Village and its elected officials, officers, employees, attorneys, and representatives against any and every claim of liability, damage, or loss from personal injury or property damage resulting from, arising out of, or related to a Lessee Facility or the act or failure to act of Lessee or its employees, contractors, or agents (each a "*Claim*"), except to the extent that a Claim is due to, or caused by, the negligent or willful conduct of the Village. Lessee must reimburse the Village for all costs and expenses incurred by the Village related to a Claim. Lessee must give prompt written notice to the Village of any Claim. The Village must give prompt written notice to Lessee of any Claim known to the Village. Any failure of the Village to give prompt written notice of a Claim, however, will not relieve Lessee from its indemnification obligations in respect of that Claim, except to the extent Lessee can establish actual prejudice and direct damages as a result of that failure. The Village will cooperate appropriately with Lessee in connection with Lessee defense of a Claim. Lessee must defend the Village using an attorney or attorneys satisfactory to the Village in the reasonable exercise of the Village's judgment. Lessee may not settle or compromise any Claim, or consent to the entry of any judgment, without the prior written consent of the Village and without an unconditional release of the Village from all Claims by each claimant or plaintiff.

22. Insurance. The Village agrees to maintain insurance coverage on the Village-Owned Sites, throughout all of the terms of this Agreement, similar to its coverage

as of the Agreement Effective Date provided by the Intergovernmental Risk Management Agency. Lessee agrees to maintain commercial general liability insurance throughout all of the terms of this Agreement with limits not less than $5,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property. Prior to the commencement of installation of any Lessee Facility on any Village-Owned Site, Lessee must provide the Village with a proper certification and endorsement establishing the Village as an additional insured on the commercial general liability insurance policy.

23. Environmental Compliance.

A. The Village is responsible for the compliance of its Village-Owned Sites, as of the Agreement Effective Date, with environmental laws.

B. After commencement of installation of a Lessee Facility on a Village-Owned Site, Lessee will be responsible for compliance with environmental laws for that Lessee Facility and any Lessee-owned property on any Village-Owned Site or any abutting public property or public right-of-way.

24. No Assignment. Neither this Agreement as a whole nor any provision of this Agreement may be sold, assigned, or transferred by Lessee without the prior, express, written approval of the Village, except only that Lessee may sell, assign, or transfer this Agreement to Lessee's principal, affiliates, and whole-owned subsidiaries of its principal or to any entity that acquires all or substantially all of Lessee's assets in the market defined by the FCC in which the Village-Owned Sites are located through a merger, acquisition, or other business reorganization.

25. Lessee Removal, Restoration. At the expiration or termination of this Agreement, or removal of a Village-Owned Site (and related Lessee Facility or Facilities) from the Schedule of Sites, Lessee must promptly, and in any event within 90 days, remove the affected Lessee Facility or Facilities, including without limitation all equipment, conduits, fixtures, and personal property, and restore each Village-Owned Site to its condition prior to the installation of the Lessee Facility. Regardless of the date of expiration, termination, or removal, Lessee must pay rent in full until the last day of the month during which restoration of the Village-Owned Site is completed and approved by the Village.

26. Notices. All notices hereunder must be in writing and are validly given if given personally or sent by certified mail, return receipt requested, or by guaranteed overnight or two-day delivery through a widely known commercial mail delivery service, addressed as follows:

If to the Village:	If to Lessee:
Village Manager	_____
Village of La Grange	_____
53 South La Grange Road	_____
La Grange, Illinois 60525	_____

The Village or Lessee may change its delivery address by notice given in the manner provided in this Section 26.

27. Authorized Lessee Entities. Lessee enters into this Agreement on its own behalf and for the benefit of any entity in which Lessee directly holds a controlling interest and any entity that directly holds a controlling interest in Lessee (each an "*Authorized Entity*"). No right or obligation under this Lease applies to an Authorized Entity until that Authorized Entity executes a written assumption of obligations under the Agreement in a form satisfactory to the Village.

28. Breach of Agreement. If Lessee breaches this Agreement, then the Village may give Lessee written notice of that breach stating the nature of the breach. Lessee must cure the breach in its entirety within 15 days after receipt of the written notice. The 15-day period may be extended up to an additional 15 days for any breach other than nonpayment of rent or electricity charges if Lessee cannot reasonably cure the breach within 15 days, so long as Lessee had commenced a cure within 10 days after receipt of the written notice and diligently and continuously pursues the cure to completion.

If the Village breaches this Agreement, then Lessee may give the Village written notice of that breach stating the nature of the breach. The Village must cure the breach in its entirety within 30 days after receipt of the notice of breach, except that if the breach adversely affects the operation of a Lessee Facility, then the Village must commence a cure within five working days and diligently and continuously pursue that cure to completion.

29. Remedies. In the event of a breach by Lessee or the Village that is not properly cured as required under Section 28 of this Agreement, the non-breaching party may pursue any remedy now or hereafter available to it under the law. In addition, if Lessee breaches its obligation to pay rent or electricity charges, or to maintain one or more Lessee Facilities in very good and operational condition, and Lessee does not cure that breach as required under Section 28 of this Agreement, then, in additional to all of its other rights and remedies, the Village may immediately remove all of the affected Village-Owned Sites from the Schedule of Sites and demand immediate powering down and thereafter removal of all affected Lessee Facilities.

30. Final Agreement; Binding Effect. This Agreement is the final understanding and agreement of the Village and Lessee as to every matter stated in or implied by this Agreement. There are no oral agreements, promises, representations, or understandings pertinent to this Agreement or binding on the Village or Lessee. This Agreement binds the Village, Lessee, and each Authorized Entity.

31. Amendments. This Agreement may not be amended in any way except in a writing signed by the Village and Lessee.

32. No Implied Waivers. The failure of the Village or Lessee at a particular time to insist on strict performance of a provision of this Agreement or to exercise any of its rights or remedies under particular circumstances is not a waiver of the right to later insist on strict performance or exercise any right or remedy.

33. Illinois Law Governs. This Agreement is and will be governed, interpreted, construed, regulated by Illinois law, without reference to or regard of Illinois choice of law rules. Venue for any lawsuit related to this Agreement is in the Cook County, Illinois Circuit Court or the United States District Court for the Northern District of Illinois.

34. Non-Disclosure. In performance of the provision of this Agreement, the Village and Lessee each may have access to or receive information from the other that is not generally known to others ("*Confidential Information*"). Neither the Village nor Lessee will use or disclose any Confidential Information or any documents, reports, data, or other materials prepared or generated as a result of this Agreement without the prior express written consent of the other party or as required by court order or under the Illinois Freedom of Information Act or other law or regulation governing public records.

35. Lessee Signatures. The Village acknowledges that a different but wholly related entity of Lessee may operate or conduct the business of Lessee from time to time and, as a result, future signatures of or on behalf of Lessee may be made by that wholly related entity as the entity holding the FCC License. Lessee represents and covenants that an entity signing a document on Lessee's behalf is properly authorized by Lessee and the law to sign that document and to legally bind Lessee to the terms and obligations of that document.

IN WITNESS WHEREOF, the Village and Lessee have executed this Agreement as of the Agreement Effective Date.

Village of La Grange

By: _____

Printed name: _____

Title: _____

Attest:

By: _____

Printed name: _____

Title: _____

[name of Lessee]

By: _____

Printed name: _____

Title: _____

Attest:

By: _____

Printed name: _____

Title: _____

EXHIBIT A

SCHEDULE OF SITES

VILLAGE OF LA GRANGE
CODE OF ORDINANCES
Chapter 103
Regulation of Small Cells

§ 103.01 Findings, Purpose, and Scope

A. Findings. The Board of Trustees found and determined in La Grange Ordinance No. O-16-_____ that it is necessary and in the best interest of the Village and its residents to properly regulate small cell installations within the Village. Those findings and determinations are incorporated by this reference into this Chapter 103.

B. Purposes. The purposes of this Chapter are to equitably allocate and appropriately regulate the location, installation, and maintenance of small cells within the Village in compliance with applicable federal and State law. The following factors apply to the provisions of this Chapter 103: (1) the infrastructure, coverage, and capacity needs of wireless carriers seeking to install small cells, (2) the number and types of existing wireless carrier infrastructure facilities located within and abutting the Village, (3) the priority of sites assigned by this Chapter 103 for installation of small cells, and (4) the potential adverse impacts of small cells on the Village.

C. Scope. This Chapter applies to the location, installation, and maintenance of small cells within the Village. Except as specifically provided in this Chapter 103, this Chapter 103 does not limit the applicability of the provisions of Chapter 102 of this Code titled "Construction Of Utility Facilities In Public Rights-Of-Way" to the location and installation of small cells within the Village. If the provisions of this Chapter 103 and the provisions of Chapter 102 of this Code conflict, then this Chapter 103 applies and controls.

§ 103.02 Definitions

"Distributed Antenna System or DAS network" means a low-powered wireless system including transceiver equipment at a central hub and numerous antennas distributed throughout a defined, limited area supported by the central hub, capable of serving one or more wireless carriers or operators.

"Director" means the Village's Director of Community Development or other person appointed by the Village Manager.

"Permit" means the written approval of the Village for installation of a small cell facility. *See* Section 103.03.

"Small cell" means a low-powered wireless base station—including an antenna, transceiver equipment, cabinets, and cabling and wiring—that functions like a cell in a wireless mobile network but provides significantly smaller coverage area than a traditional macro cell. The term small cell includes microcells. The term small cell does

not include a DAS network. The term small cell does not include the small cell's support structure.

"Small cell facility" means a small cell and its support structure.

"Small cell site" means a location approved by the Village where a small cell has been, or may be, installed.

"Village-Owned Site" means a Village-owned property, utility pole, streetlight pole or standard, or other structure on which installation of a small cell has been approved by the Village.

§ 103.03 Permit Required

No small cell may be installed within the Village unless a permit is approved and issued by the Village in accordance with the provisions of this Chapter.

§ 103.04 Application and Review Process

(a) Permit Application. Each applicant for a permit to install a small cell within the Village must submit a written application to the Director on a form provided by the Village. The application must include the following information:

(1) The names and contact information of the wireless carrier and each contractor or consultant assisting or acting on behalf of the wireless carrier.

(2) A written statement of the wireless carrier or its contractor or consultant of the need and purpose for the small cell or cells as proposed.

(3) A description, maps, and data of the wireless carrier's existing wireless facilities within the Village and within one-half mile of the Village.

(4) A statement of the coverage or capacity gaps or deficiencies within the wireless carrier's system, and how the installation of the small cells as proposed would address those coverage or capacity gaps or deficiencies.

(5) The location and photographs of each proposed small cell site and its immediate surroundings, depicting the pole or structure on which each proposed small cell would be mounted.

(6) Specifications for, and a depiction of, each proposed small cell facility as installed.

(7) A statement of the total number of small cells the wireless carrier estimates it will seek within the Village and a map or drawing generally depicting the locations within the Village of the anticipated small cell sites.

(8) An estimated schedule for the installation of the estimated small cell facilities, if approved.

(b) Application Fee. Each application for a permit pursuant to this Chapter 103 must be accompanied by an application fee in the amount of $*[500]* for each small cell.

(c) Review of Application. The application will be reviewed in accordance with the following process and standards. The Village may alter the process for a particular application as the Village determines is appropriate based on the elements of that application.

(1) Facility and Site Analysis. The Director, and other Village staff as appropriate, will review the applications based on the information provided by the applicant.

(2) Chapter 102 Standards. The application must be consistent with the standards for use of Village rights-of-way in Chapter 102 of this Code.

(3) FCC Standards. The Village will not (a) unreasonably discriminate among wireless carriers of functionally equivalent services, (b) prohibit or create the effect of prohibiting the provision of services by a wireless carrier, or (c) regulate the placement, installation, and modification of small cell facilities on the basis of the environmental effects of radio frequency emissions.

(4) Number of Small Cell Sites. The Village may reasonably limit the number of small cell sites available within the Village at the time of the application and in the particular locations listed in the application, based on the current inventory and locations of available sites and current total applications for small cell sites by wireless carriers.

(5) Priority of Small Cell Sites. Based on various factors including among others public safety, existing Village facilities, utilities, existing telecommunications infrastructure, fair and equitable allocation of infrastructure, and adverse impact on Village residents, the following priority of locations applies to small cell sites. A small cell must be located at the highest priority location, and no small cell may be installed at a lower priority location unless no higher priority location is available or technically feasible within the vicinity of the proposed small cell site. The following priority of locations applies to small cell sites, in descending order:

(i) Village-owned utility poles (whether existing or to be installed) in the following order of priority: (A) within an arterial street right-of-way, (B) within a parking lot or on other property related to a governmental or institutional use, and (C) within a collector street right-of-way.

(ii) Village-owned streetlight poles or standards (whether existing or to be installed) in the following order of priority (A) within an arterial street right-of-way, (B) within a parking lot or on other property

related to a governmental or institutional use, and (C) within a collector street right-of-way.

(iii) Village-owned utility poles not included in Subsections (i) or (ii) above.

(iv) Existing utility poles owned or maintained by ComEd, other public utilities, or a railroad.

(v) Existing private utility poles, but only in locations approved by the Village.

(6) Prohibited Locations. Small cell sites are prohibited at the following locations:

(i) A residential street.

(ii) A utility pole located in a public parkway abutting a front yard of a single-family detached dwelling or abutting a corner side yard of a single-family detached dwelling except within three feet of the rear lot line.

(iii) A utility pole located in a rear yard (or abutting easement) of a single-family detached dwelling.

(iv) A newly installed utility pole not owned by the Village.

(7) Exceptions to Location Restrictions. The Director may grant an exception to the priority of small cell sites set forth in this Section or to the prohibited locations set forth in this Section for a particular small cell, but only if the wireless carrier demonstrates a specific, significant need for that small cell in that particular location, which need cannot be satisfied reasonably without granting an exception.

(d) Denial of Application. A denial of an application for a permit must be made in writing, stating the reason or reasons for the denial.

(e) Appeal. If an application for a permit is denied, then the wireless carrier may appeal the denial to the Village Manager. The appeal must be in writing and include a copy of the application and a statement of the reasons why the permit should be granted in accordance with this Chapter. The appeal may include a request for a meeting with the Village Manager. On receipt of a written request for a meeting, the Village Manager will set a date for the meeting not more than *[five]* business days after receipt of the request or such later time requested by the appellant. At the meeting, the Village Manager will hear from all interested persons, including the appellant and the Director and other Village staff as appropriate. The Village Manager will issue a written decision on the appeal within five business days after completion of the meeting. The decision of the Village Manager will be final.

§ 103.05 Regulations

The following standards apply to all small cell facilities within the Village, wherever they are located:

(a) Number Limited. No more than one small cell may be attached to a utility pole except for good cause as determined by the Director.

(b) Spacing. No small cell may be located within 300 feet of an existing small cell except for good cause as determined by the Director. If good cause is determined, then the new small cell must be located as far from the existing small cells as reasonably possible. The provisions of this Subsection do not apply within the area bounded by Hillgrove Avenue on the north, Burlington Avenue on the south, 6th Avenue on the east, and Dover Place (as extended) on the west.

(c) Height. No component of a small cell installed on a utility pole may extend higher than five feet above the top of the pole or lower than 10 feet above grade measured from the bottom of the pole. The Director may vary these height limitations for good cause shown by the applicant. No existing utility pole may be extended in height for the purpose of affixing a small cell component in a position above the existing top of that utility pole.

(d) Ground-Level Installation of Cabinets. The equipment and electricity cabinet(s) of a small cell must be mounted at ground level, abutting or as close as possible to abutting the pole or other support structure. The Director may authorize installation of cabinet(s) on the support structure for good cause shown by the applicant. Pole-mounting of cabinets is not favored and will be authorized only if there is no reasonably available ground-level location.

(e) Maximum Size of Components. No small cell component may exceed four square feet in surface area or four feet in any dimension. The components of a small cell mounted on a streetlight pole or standard must be the minimum practicable size.

(f) Uniform Color. All components of a small cell, including the ground-level components, must be uniform in color. That color must be consistent with or blend into the support structure and the surrounding environs. The components of a small cell mounted on a streetlight pole or standard must be the color of the streetlight pole or standard or as close to that color as is available in the market.

(g) Guy Wires Prohibited. Guy wires and similar support mechanisms and techniques are prohibited.

(h) Markings Prohibited. Except as provided in the next sentence of this subsection, no component of a small cell may bear any mark, graphic, print, label, or text

of any kind, including without limitation any placard, sign, sticker, banner, or label. Small cell components may include a small, discreetly located identification marking.

(i) Concealment. For good cause based on location and potential adverse impact on the Village and its residents, as determined by the Director, the Village may require that a small cell be concealed in a manner approved by the Village.

(j) Emergency Relocation and Removal. In the event of a *bona fide* emergency affecting public health and safety, the Director may temporarily relocate or remove any small cell facility located within a public right-of-way, regardless of whether on a Village support structure or a privately-owned support structure, if the Director determines that removal is reasonably necessary to respond to the emergency or to protect the public health and safety. The Director must provide written notice of removal or relocation to the owner of the small cell facility, and the privately-owned support structure if any, as soon as reasonably possible under the circumstances. The Village will not be responsible or liable for restoring the small cell facility or a privately-owned support structure or for paying any costs or damages incurred by the owners.

(k) Abandonment and Removal. At any time a small cell has not been operational or has not been operated for a continuous period of 12 months or longer, that small cell will be deemed automatically by the Village to be abandoned. The owner of that small cell must remove the small cell in its entirety from the Village within 60 days after the date the Village sends written notice to the owner or any owner's representative at the last known address of the owner or representative. If the owner does not remove the small cell in accordance with the preceding sentence, then the Village may remove and dispose of the small cell and charge the owner with all costs incurred by the Village for the removal and disposal.

§ 103.06 Lease of Village-Owned Site

No small cell may be installed on a Village-Owned Site until the wireless carrier has signed a lease governing the installation and maintenance of that small cell on that Village-Owned Site in a form provided and approved by the Village.

§ 103.07 Installation and Maintenance of Small Cell Facilities

Each wireless carrier must construct, install, and maintain all of its small cell facilities (a) in accordance with the standards set forth in Chapter 102 of this Code, (b) in very good and operational condition at all times, and (c) as provided in any lease between the wireless carrier and the Village. If the wireless carrier is required to install a utility pole for an approved small cell, then, at the direction of the Village, the wireless carrier must file with the Village a bill of sale and any other documents requested by the Village to transfer ownership of that utility pole to the Village.

§ 103.08 Violations and Penalty

Any person or entity that violates a provision of this Chapter will be fined not less than $20 or more than $750 for each day on which the violation occurs or continues.

VILLAGE OF LA GRANGE
Administrative Offices

BOARD REPORT

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

FROM: Robert J. Pilipiszyn, Village Manager
Mark Burkland, Village Attorney
Angela Mesaros, Assistant Director of Community Development

DATE: March 14, 2016

RE: **Village Regulation of Small Cells**

In an Executive Committee Report dated January 21, 2016, and at the Board of Trustees meeting on January 25 the Village Attorney and Village Staff presented information regarding small cell wireless telecommunications facilities. As you know, the Village has received inquiries from representatives of wireless carriers that seek to install small cells within the Village. The purpose of small cells is to achieve enhancements of data capacity and signal strength in targeted areas.

Under some circumstances small cells may have adverse effects on their surroundings. For that reason many municipalities adopt regulations relating to small cells to have some control over locations, massing, and other aspects of small cell installations. The January 21 Executive Committee Report discussed the scope of a municipality's authority to regulate and the types of regulations that may be appropriate in La Grange.

A copy of the January 21 Executive Committee Report is included with this report for your convenience.

During the presentation on January 25 the Village Attorney and Village Staff reviewed the scope of the Village's authority and presented a draft set of code provisions and a model lease. The code provisions set forth requirements related to a wireless carrier's application for approval of a small cell site and the standards by which the Village would consider the application. The provisions, proposed to be a new Chapter 103 of the Village's Code of Ordinances, also establish a priority list for where small cells should be located.

The model lease presented at the January 25 meeting would apply to small cells located on Village-owned poles or buildings. The lease comprehensive addresses the issues that may arise between the Village, as owner, and a wireless carrier, as tenant.

After discussion, several members of the Board offered comments and ideas regarding the draft code provisions. The Village Attorney and Village Staff considered those comments and have revised the proposed Chapter 103.

The primary change to the proposed Chapter 103 is a new Section 103.05 that includes numerous regulations concerns the size, locations, design, and other elements of small cells. These changes are responsive to the Board's comments. The regulations include:

1. A limit of one small cell per pole, except under extraordinary circumstances.
2. A standard minimum spacing of 300 feet between small cells.
3. A minimum height above grade of 10 feet.
4. A maximum height above the pole of three feet.
5. A prohibition on extending the height of an existing pole.
6. A maximum size for any small cell antenna of four square feet.
7. A maximum size for any other element of a small cell of four feet in any dimension.
8. A requirement that all components of a small cell must be uniform in color, and the color must be consistent with, or blend into, pole or other facility to which it is attached.
9. A prohibition on guy wires or similar support mechanisms.
10. A prohibition on marking, signs, stickers, and other applications
11. A requirement that a small cell be concealed if directed by the Village, but only if there is good cause for concealment.
12. A requirement that an abandoned small cell must be removed

A copy of the revised draft Chapter 103 is included with this report. Also included with this report are photographs from several sources of ways that small cells may be "concealed." Although the photographs are better than fake palm trees, the effect is more like disguise than concealment.

The revisions to the draft model lease are technical in nature. The current draft of the lease is included with this report. The Village Staff is continuing to research the range of rent being paid for small cells on facilities in municipalities similar to La Grange.

The Village Staff and Village Attorney will reintroduce the revised Chapter 103 and model lease at the Board's March 14 meeting and will answer any questions you have about the changes or small cells generally.

VILLAGE OF LA GRANGE
Community Development Department

EXECUTIVE COMMITTEE REPORT

TO: Village President, Village Clerk, Board of Trustees

FROM: Robert Pilipiszyn, Patrick Benjamin, Mark Burkland

DATE: January 21, 2016

RE: Village Regulation of Small Cell Sites

Introduction

This report discusses "small cell" wireless telecommunication facilities. The topics include a brief description of small cells and industry trends, FCC standards, and the regulatory climate. The report then addresses the manner in which the Village may regulate small cells in the Code of Ordinances and, for small cells installed on Village-owned poles or property, through a lease.

This report and the proposed next steps are timely, because wireless carriers have been approaching the Village staff seeking permission to install small cells. The staff believes the Village will receive additional requests for small cell approvals as better weather approaches.

Wireless Communications Facilities

As everyone remembers, wireless carriers started building their communications networks with tall towers and very large antennas. There was a lot of public concern and controversy about those facilities. Customers desired better service but fretted about how big and unsightly the towers were and about the electromagnetic fields ("EMF") the installations generated. Those days have mostly passed in the Chicagoland area, because the great majority of the "macro cells" are in place. While those installations are likely to be substantially upgraded with new technology, it is not likely there will be many additional installations of macro cells in areas like La Grange.

Now, wireless telecommunications carriers are enhancing their networks by installing small, short-range cellular base stations—the small cell. Small cells are designed to serve small areas, and their range typically is no more than a kilometer or two. Small cell signal technology is different from macro cells. Macro cells send and receive radio communications above the low-level clutter of trees, buildings, and other obstructions. Small cells send and receive signals through that clutter.

Because most wireless carriers now have sufficient "coverage" in areas like La Grange, the principal enhancement provided by small cells is a dramatic increase in data capacity.

The basic components of a typical small cell facility are, stated simply, a small antenna, a cabinet (or power box), and electricity. A small cell can be mounted on a building, a typical utility pole, or a sturdy "cobra-head" streetlight. In many residential areas, small cells are being installed on existing poles owned by ComEd, railroads, or the municipality. Some photographs of common small cell installations are attached to this report.

Small cells require a method to communicate back to their wireless infrastructure, so each cell includes fiber optic cabling or another method of communication. (This component of the small cell system is known as "backhaul.")

Because of the possibility noted above that the Village will receive additional requests for small cells in the near future, the Village staff believes it is appropriate for the Village to create standards for where and how small cells may be installed.

FCC Standards

Under the federal Telecommunications Act of 1969 (as it has been amended), the Federal Communications Commission regulates wireless telecommunications including small cells. In recent years the FCC has given small cells and similar "local" systems a lot of attention.

The Telecommunications Act preserves local zoning authority over wireless facilities, and municipalities including La Grange have exercised that authority over the years with regard to macro cells. The Act does impose limits, however, on a municipality's authority: First, a local government may not discriminate among providers of functionally equivalent services. Second, the local government cannot take actions that prohibit or have the effect of prohibiting the provision of personal wireless services. The effect of these two standards is that the Village may not prohibit small cells and must treat all wireless carriers equally.

The third limit is that no local government may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions.

These are the same limits that have applied to macro cells.

In addition to these three limitations, the FCC imposes time limits on the application and decision-making process (so that the local authority cannot effectively deny an application by refusing to act on it). That time limit is called the "shot clock."

Small Cells in La Grange

The first wireless carriers to inquire about small cells in La Grange are seeking installations near the train stations. This is logical and a clear example of the primary purpose of small cells to provide greater data capacity in a particular area.

The Village staff has been communicating with the representatives of these wireless carriers and the staff has explained that the Village is in the process of establishing its standards for small cell installations. The staff has offered to review the carriers' plans, but has requested that the wireless carriers do not file formal applications for small cell approvals until the Village finalizes its standards. This will allow the Village time to act without a shot clock running on a particular request. The representatives have been willing to wait, but they are urging the Village to move expeditiously so that installation of small cells can commence.

Regulations for Small Cells in La Grange

The Village staff and Village Attorney believe it is important to set standards for small cells. They have researched small cell installations in other municipalities and how those other municipalities are managing small cells. It appears that few municipalities so far have enacted regulations specifically related to small cells. Instead, municipalities seem to be relying on the zoning provisions they enacted to regulate macro cells. A number of Holland & Knight municipalities are considering regulations similar to those discussed in this report.

The most important factors related to small cells are determining appropriate locations, identifying appropriate facilities on which they may be installed, and negotiating lease terms, including rent, for the small cells that will be installed on Village-owned facilities.

Based on the research, and in consideration of the character and temperament of the Village, the Village staff and Village Attorney have prepared a set of standards for the Village Board's review. The standards are in the form of a new chapter of the Code of Ordinances. A draft of the standards are attached to this report. The key provisions of the draft chapter are:

(a) Each small cell will require a permit from the Village.

(b) The wireless carrier must apply for a permit on a Village-supplied form.

(c) The application must be accompanied by (a) plans and specifications, (b) photographs or drawings of the proposed pole, streetlight, or other facility on which the small cell would be installed, (c) network coverage and capacity data, (d) an estimate of the total number of small cells the wireless carrier ultimately will request within the Village, and (e) other information as requested by the Village.

(d) The locations of small cells are governed by a priority list of the places where they may be installed and a list of places where they are prohibited. Those two lists are discussed below.

(e) A process is established for application review, decision-making, and appeals.

(f) Standards are created for installation and maintenance of small cells.

Operationally, the Departments of Community Development and Public Works will share the responsibility of administering the small cell regulations. Community Development will receive applications and review them for completeness and compliance with existing zoning and building standards. Public Works will undertake a technical review of the plans and specifications and assure compliance with existing right-of-way use standards.

Priority of Sites within La Grange

The Village staff has carefully considered where in the Village small cells might be allowed. The staff weighed a number of factors, including protecting against small cells immediately in front of, or alongside, single family houses and avoiding a cluster of small cells within a small area.

In addition, staff considered the ability to maintain as much control of small cell sites as possible by requiring them to be installed on Village poles and streetlights where appropriate, instead of on poles owned by utilities, railroads, and private entities. This factor also would generate rent payments to the Village for use of those poles.

The Village staff proposes the following priority for small cell sites. The preference list is ordered from most preferred to least preferred:

(a) Village-owned utility poles (whether existing or to be installed) in the following order of priority: (i) within an arterial street right-of-way, (ii) within a parking lot or on other property related to a governmental or institutional use, and (iii) within a collector street right-of-way.

(b) Village-owned light poles or standards (whether existing or to be installed) in the following priority (i) within an arterial street right-of-way, (ii) within a parking lot or on other property related to a governmental or institutional use, and (iii) within a collector street right-of-way.

(c) Village-owned utility poles not included in Subsections (a) or (b) above.

(d) Utility poles owned or maintained by ComEd, other public utilities, or a railroad.

(e) Private utility poles, but only in locations approved by the Village.

Prohibited Sites

Consistent with the site priority list, the Village staff proposes that the following sites be prohibited:

(a) A utility pole located in a public parkway abutting a front yard of a single family detached dwelling or abutting a corner side yard of a single family detached dwelling except within three feet of the rear lot line.

(b) A utility pole located in a rear yard (or abutting easement) of a single family detached dwelling.

(c) A newly installed utility pole not owned by the Village.

Model Small Cell Facility Lease

When macro cells were first being installed, the wireless carriers often built and owned the towers on which they mounted. Then it became common for wireless carriers to rent space on dedicated towers, building roofs, and water towers owned by others.

For the tens of thousands of small cells that have been, and will be, installed throughout the country, wireless carriers usually will rent space on utility poles and other host structures. As noted above, this can be beneficial for the Village if the Village steers wireless carriers to Village-owned sites, by (a) enhancing the Village's ability to choose the best locations for small cells and (b) generating a revenue stream that would more than offset the administrative costs of regulating the small cells.

The standard lease offered by one of the wireless carriers that has approached the Village is very protective of the wireless carrier's interests and not so protective of the site owner. (Not surprisingly, that also was the case years ago when wireless carriers sought space on the Village's water tower.)

To better protect the Village, Village Attorney Mark Burkland has written a lease that could serve as the Village's model when renting a Village-owned site to a wireless carrier. It is a balanced lease, with appropriate protections for both parties. A draft of that lease is attached to this report. Among the terms of the draft model lease are the following key provisions:

(a) Each lease would include a "Schedule of Sites" listing in detail each small cell site leased to a particular carrier. The wireless carrier would pay rent on every listed site, regardless of whether the carrier had not yet installed a small cell on the listed site.

(b) The Village would offer a long term lease of 25-years overall, broken into five 5-year rolling terms.

(c) The monthly rent for each listed site would increase annually, and there would be checkpoints when the rent could be increased if the market rate has increased faster than the rent established in the lease.

(d) The wireless carrier must install the small cell in accordance with the Village-approved plans and specifications, and the small cell could not be significantly altered without Village approval.

(e) The wireless carrier must provide electricity for the small cell or must reimburse the Village for the cost of electricity supplied by the Village.

(f) If a Village pole or other facility is damaged, disrupting the wireless carrier's small cell, then the wireless carrier nevertheless must continue to pay rent for the first 45 days of the disruption, thus sharing the risk of damage.

Notably, this model lease has not been shared yet with any wireless carrier, and each lease would be subject to negotiations based on the circumstances of the particular site being rented by the wireless carrier.

Rent

The Village staff understands that ComEd has rented space on its poles to wireless carriers for $250 per month. It is not known at this time the range of rents wireless carriers are paying for small cells installed on utility poles and streetlights owned by municipalities or private entities. Various reports from industry observers indicate that rents could be notably higher than $250 per month. The Village staff will continue to research the rental market.

Next Steps

This matter has been placed on your meeting agenda for January 25 under the Village Manager's Report for discussion. After a brief presentation by Mark Burkland, he and the Village staff will answer your questions and listen to your discussion regarding the proposed regulations. At the end of that discussion, staff will request a consensus of the Village Board as to whether the proposed regulations are sufficient and acceptable, as they may be modified after the discussion. If there is a consensus that they are acceptable, then the matter will be placed on the Village Board's February 8 agenda for action.

VILLAGE OF LA GRANGE
Fire Department

BOARD REPORT

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

FROM: Robert J. Pilipiszyn, Village Manager and
Donald J. Gay, Fire Chief

DATE: April 25, 2016

RE: **ORDINANCE-DISPOSAL OF SURPLUS PROPERTY – FIRE DEPARTMENT**

Earlier this calendar year, the Village Board approved the purchase of replacement self-contained breathing apparatus (SCBAs) and the purchase of a replacement pick-up truck for the Fire Department. The SCBAs have been delivered and tested. In addition, Fire Department personnel has been trained on the use of the new equipment. The new SCBAs have been placed into service. It is now appropriate to declare the old SCBAs as surplus property.

The 2016 Ford Pick-up truck has been delivered and accepted. In addition, the vehicle has been out-fitted for department use and has been placed into service. It is now appropriate to declare the old pick-up truck as surplus property.

State law allows the Village to sell or dispose of surplus property in a manner that is best for the Village.

This combined property disposal request consists of forty eight (48) 4000 PSI composite cylinders, Twenty-four (24) harness assemblies, thirty-six (36) face pieces, and one (1) 2003 Ford Explorer. The attached list (Exhibit A) is an inventory/description of the property to be either sold through an auction service/website, donated, or disposed in a manner determined to be appropriate by the Fire Department.

We recommend that the Village Board authorize the La Grange Fire Department to dispose of the item(s) as per the attached ordinance.

EXHIBIT "A"

La Grange Fire Department
Disposal of Surplus Property
Inventory/Description

#	ITEM	DESCRIPTION	DISPO.
1	OK19228	Composite Bottle	Prep for dest.
2	OK19231	Composite Bottle	Prep for dest.
3	OK19234	Composite Bottle	Prep for dest.
4	OK19237	Composite Bottle	Prep for dest.
5	OK19238	Composite Bottle	Prep for dest.
6	OK19249	Composite Bottle	Prep for dest.
7	OK19252	Composite Bottle	Prep for dest.
8	OK19262	Composite Bottle	Prep for dest.
9	OK19745	Composite Bottle	Prep for dest.
10	OK19764	Composite Bottle	Prep for dest.
11	OK19267	Composite Bottle	Prep for dest.
12	OK19268	Composite Bottle	Prep for dest.
13	OK19270	Composite Bottle	Prep for dest.
14	OK19474	Composite Bottle	Prep for dest.
15	OK20097	Composite Bottle	Prep for dest.
16	OK20101	Composite Bottle	Prep for dest.
17	OK20122	Composite Bottle	Prep for dest.
18	OK20171	Composite Bottle	Prep for dest.
19	OK20131	Composite Bottle	Prep for dest.
20	OK20236	Composite Bottle	Prep for dest.
21	OK20237	Composite Bottle	Prep for dest.
22	OK20238	Composite Bottle	Prep for dest.
23	OK20264	Composite Bottle	Prep for dest.
24	OK20308	Composite Bottle	Prep for dest.
25	ALT639-82872	Composite Bottle	Prep for dest.
26	ALT639-82931	Composite Bottle	Prep for dest.
27	ALT639-82954	Composite Bottle	Prep for dest.
28	ALT639-82961	Composite Bottle	Prep for dest.
29	ALT639-82968	Composite Bottle	Prep for dest.
30	ALT639-82987	Composite Bottle	Prep for dest.
31	ALT639-83024	Composite Bottle	Prep for dest.
32	ALT639-83027	Composite Bottle	Prep for dest.
33	ALT639-83031	Composite Bottle	Prep for dest.
34	ALT639-83053	Composite Bottle	Prep for dest.
35	ALT639-83068	Composite Bottle	Prep for dest.

36	ALT639-83095	Composite Bottle	Prep for dest.
37	ALT639-84592	Composite Bottle	Prep for dest.
38	ALT639-84597	Composite Bottle	Prep for dest.
39	ALT639-84603	Composite Bottle	Prep for dest.
40	ALT639-84609	Composite Bottle	Prep for dest.
41	ALT639-84615	Composite Bottle	Prep for dest.
42	ALT639-84621	Composite Bottle	Prep for dest.
43	ALT639-84642	Composite Bottle	Prep for dest.
44	ALT639-84646	Composite Bottle	Prep for dest.
45	ALT639-84647	Composite Bottle	Prep for dest.
46	ALT639-84661	Composite Bottle	Prep for dest.
47	ALT639-84676	Composite Bottle	Prep for dest.
48	ALT639-84689	Composite Bottle	Prep for dest.
49	577	Harness Assembly	Prep for dest.
50	578	Harness Assembly	Prep for dest.
51	579	Harness Assembly	Prep for dest.
52	580	Harness Assembly	Prep for dest.
53	581	Harness Assembly	Prep for dest.
54	582	Harness Assembly	Prep for dest.
55	583	Harness Assembly	Prep for dest.
56	584	Harness Assembly	Prep for dest.
57	585	Harness Assembly	Prep for dest.
58	586	Harness Assembly	Prep for dest.
59	587	Harness Assembly	Prep for dest.
60	588	Harness Assembly	Prep for dest.
61	589	Harness Assembly	Prep for dest.
62	590	Harness Assembly	Prep for dest.
63	591	Harness Assembly	Prep for dest.
64	592	Harness Assembly	Prep for dest.
65	593	Harness Assembly	Prep for dest.
66	594	Harness Assembly	Prep for dest.
67	595	Harness Assembly	Prep for dest.
68	596	Harness Assembly	Prep for dest.
69	597	Harness Assembly	Prep for dest.
70	598	Harness Assembly	Prep for dest.
71	599	Harness Assembly	Prep for dest.
72	600	Harness Assembly	Prep for dest.
73	577	Face Piece - Mask	Prep for dest.
74	578	Face Piece - Mask	Prep for dest.
75	579	Face Piece - Mask	Prep for dest.
76	580	Face Piece - Mask	Prep for dest.
77	581	Face Piece - Mask	Prep for dest.
78	582	Face Piece - Mask	Prep for dest.
79	583	Face Piece - Mask	Prep for dest.
80	584	Face Piece - Mask	Prep for dest.

81	585	Face Piece - Mask	Prep for dest.
82	586	Face Piece - Mask	Prep for dest.
83	587	Face Piece - Mask	Prep for dest.
84	588	Face Piece - Mask	Prep for dest.
85	589	Face Piece - Mask	Prep for dest.
86	590	Face Piece - Mask	Prep for dest.
87	591	Face Piece - Mask	Prep for dest.
88	592	Face Piece - Mask	Prep for dest.
89	593	Face Piece - Mask	Prep for dest.
90	594	Face Piece - Mask	Prep for dest.
91	595	Face Piece - Mask	Prep for dest.
92	596	Face Piece - Mask	Prep for dest.
93	597	Face Piece - Mask	Prep for dest.
94	598	Face Piece - Mask	Prep for dest.
95	599	Face Piece - Mask	Prep for dest.
96	600	Face Piece - Mask	Prep for dest.
97	601	Face Piece - Mask	Prep for dest.
98	602	Face Piece - Mask	Prep for dest.
99	603	Face Piece - Mask	Prep for dest.
100	604	Face Piece - Mask	Prep for dest.
101	605	Face Piece - Mask	Prep for dest.
102	606	Face Piece - Mask	Prep for dest.
103	607	Face Piece - Mask	Prep for dest.
104	608	Face Piece - Mask	Prep for dest.
105	609	Face Piece - Mask	Prep for dest.
106	610	Face Piece - Mask	Prep for dest.
107	611	Face Piece - Mask	Prep for dest.
108	612	Face Piece - Mask	Prep for dest.
109	2003 Ford Explorer	Serial # 1FMZU62K33UA51627	Auction

Note:

1. Obsolete composite bottles will be dismembered for proper disposal. (per NFPA standards).
2. Fire equipment no longer usable by the La Grange Fire Department but in working order may be donated to a fire school such as Technical College of DuPage.
3. Equipment in good, working order and not donated may be sold at an auction house such as eBay or sold as scrap.

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 _____ 2016.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this _____ day of _____ 2016.

By: _____
Thomas Livingston, Village President

ATTEST:

_____
John Burns, Village Clerk

VILLAGE OF LA GRANGE

Disbursement Approval by Fund
April 25, 2016
Consolidated Voucher 160425

Fund No.	Fund Name	04/25/16 Voucher	04/22/16 Payroll	Total
01	General	144,414.32	304,247.74	448,662.06
21	Motor Fuel Tax			0.00
22	Foreign Fire Insurance Tax	109.89		109.89
24	ETSB	16,872.67	4,723.46	21,596.13
27	Drug Enforcement	650.00		650.00
40	Capital Projects	90.24		90.24
50	Water	5,578.17	40,313.79	45,891.96
51	Parking	11,139.19	25,082.99	36,222.18
60	Equipment Replacement	101,117.59		101,117.59
70	Police Pension			0.00
75	Firefighters' Pension			0.00
80	Sewer	2,310.34	10,040.60	12,350.94
90	Debt Service			0.00
		282,282.41	384,408.58	666,690.99

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

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT	
135519	AIS1815	ALL INFORMATION SERVICES INC				04/12/16			
	160331		03/31/16	01	SERVER REPLACEMT/DWN PYMT		01-19-62-6230	15,441.00	
							INVOICE TOTAL:	15,441.00 *	
							CHECK TOTAL:		15,441.00
							TOTAL AMOUNT PAID:		15,441.00

DATE: 04/21/16 VILLAGE OF LA GRANGE PAGE: 1
TIME: 09:53:57 DISTRIBUTION JOURNAL --- MANUAL CHECKS AP-042116 F-YR: 16
ID: AP223000.WOW

JOURNAL DATE: 04/21/16 ACCOUNTING PERIOD: 12

ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
GENERAL FUND							
01	01-19-62-6230	PROFESSIONAL SERVICES	AIS1815	160331	SERVER REPLACEMT/DWN PYMT	15,441.00	
02	01-00-00-1010	CASH-FNBLG-CHECKING			ACCOUNTS PAYABLE OFFSET		15,441.00
					TOTALS:	15,441.00	15,441.00

INVOICES DUE ON/BEFORE 04/25/2016

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
135520	ACC628	ACCURATE VALET						
	120016		04/04/16	01	VALET SVCS/END MAR;EARLY APR	01-06-62-6239		2,124.00
							INVOICE TOTAL:	2,124.00 *
						CHECK TOTAL:		2,124.00
135521	AIR360	AIR ONE EQUIPMENT INC						
	112319		04/18/16	01	BOTTLE RACK;CONNECT ADAPT;ETC	01-09-62-6220		1,318.20
							INVOICE TOTAL:	1,318.20 *
						CHECK TOTAL:		1,318.20
135522	AIS1815	ALL INFORMATION SERVICES INC						
	54691		04/05/16	01	AR IT CHARGES	01-19-62-6230		831.25
				02	AR IT CHARGES	01-02-62-6220		71.25
				03	AR IT CHARGES	01-06-62-6220		261.25
				04	AR IT CHARGES + AUDIT PREP	01-03-62-6220		220.00
				05	AR IT CHARGES	01-09-62-6220		118.75
				06	AR IT CHARGES	01-11-62-6220		427.50
				07	AR IT CHARGES	01-07-62-6220		831.25
				08	FS02 REPLACEMENT	01-07-62-6220		1,211.25
							INVOICE TOTAL:	3,972.50 *
	54723		04/14/16	01	HP LASERJET PRINTER/RP	01-02-66-6600		315.00
							INVOICE TOTAL:	315.00 *
						CHECK TOTAL:		4,287.50
135523	ALL520	ALLIED WATERPROOFING, INC						
	2		03/25/16	01	REPAIR PARKING DECK MEMBRANE	51-00-62-6280		8,400.00
							INVOICE TOTAL:	8,400.00 *
						CHECK TOTAL:		8,400.00

INVOICES DUE ON/BEFORE 04/25/2016

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
135524	AM8623	A & M PARTS INC						
	375653		04/01/16	01	OIL DRY/CO1111	01-09-62-6220		104.55
							INVOICE TOTAL:	104.55 *
						CHECK TOTAL:		104.55
135525	AND1662	ANDROMEDA TECHNOLOGY SOLUTIONS						
	67777		01/20/16	01	BLACK HANDSET/COM DEV	01-06-61-6100		27.91
							INVOICE TOTAL:	27.91 *
						CHECK TOTAL:		27.91
135526	AND3223	ANDRES MEDICAL BILLING						
	137502		04/06/16	01	MAR COLLECTION FEES	01-00-58-5866		1,207.42
							INVOICE TOTAL:	1,207.42 *
						CHECK TOTAL:		1,207.42
135527	ARA2525	ARAMARK UNIFORM SERVICES						
	2080510705		04/08/16	01	MATS	01-10-62-6221		32.69
							INVOICE TOTAL:	32.69 *
	2080510706		04/08/16	01	MOP & MAT SERVICE	01-09-61-6100		30.39
							INVOICE TOTAL:	30.39 *
	2080510828		04/08/16	01	4/8/16 UNIFORM SVC	01-11-60-6021		59.13
				02	4/8/16 UNIFORM SVC	50-00-60-6021		41.74
				03	4/8/16 UNIFORM SVC	80-00-60-6021		10.43
				04	FLOOR MATS/TRAIN STN	51-00-62-6225		13.76
				05	FLOOR MATS/PARKING DECK	51-00-62-6280		6.88
							INVOICE TOTAL:	131.94 *
	2080520700		04/15/16	01	4/15/16 UNIFORM SVCS	01-11-60-6021		59.13

INVOICES DUE ON/BEFORE 04/25/2016

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
135527	ARA2525	ARAMARK UNIFORM SERVICES						
	2080520700		04/15/16	02	4/15/16 UNIFORM SVCS	50-00-60-6021		41.74
				03	4/15/16 UNIFORM SVCS	80-00-60-6021		10.43
				04	FLOOR MATS/TRAIN STN	51-00-62-6225		13.76
		*** VOID---LEADER CHECK ***						
135528	ARA2525	ARAMARK UNIFORM SERVICES						
				05	FLOOR MATS/PARKING DECK	51-00-62-6280		6.88
						INVOICE TOTAL:		131.94 *
						CHECK TOTAL:		326.96
135529	ATO3733	ATOMATIC MECHANICAL SVCS INC						
	MA33526		04/01/16	01	HVAC MTC/1ST QTR/V HALL	01-10-62-6220		1,032.50
						INVOICE TOTAL:		1,032.50 *
						CHECK TOTAL:		1,032.50
135530	ATT	A T & T						
	16/708579068704		04/01/16	01	APR 3 LINE SYS:579-0687	01-07-62-6210		310.79
						INVOICE TOTAL:		310.79 *
						CHECK TOTAL:		310.79
	*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***							
135531	ATT	A T & T						
	16/708579108504		04/01/16	01	APR FAX LINE 579-1085	01-07-62-6210		113.15
						INVOICE TOTAL:		113.15 *
						CHECK TOTAL:		113.15
	*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***							

INVOICES DUE ON/BEFORE 04/25/2016

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
135532	ATT	A T & T						
	16/708579139404		04/01/16	01	APR INVEST FAX LINE 579-1394	01-07-62-6210		119.19
						INVOICE TOTAL:		119.19 *
						CHECK TOTAL:		119.19
	*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***							
135533	ATT	A T & T						
	16/708579230001		01/01/16	01	JAN CENTREX SYS:579-2300(EST)	01-02-62-6210		630.00
				02	JAN CENTREX SYS:579-2300(EST)	01-03-62-6210		665.00
				03	JAN CENTREX SYS:579-2300(EST)	01-06-62-6210		297.50
				04	JAN CENTREX SYS:579-2300(EST)	01-07-62-6210		980.00
				05	JAN CENTREX SYS:579-2300(EST)	01-09-62-6210		350.00
				06	JAN CENTREX SYS:579-2300(EST)	01-11-62-6210		140.00
				07	JAN CENTREX SYS:579-2300(EST)	50-00-62-6210		297.50
				08	JAN CENTREX SYS:579-2300(EST)	80-00-62-6210		140.00
						INVOICE TOTAL:		3,500.00 *
						CHECK TOTAL:		3,500.00
	*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***							
135534	ATT	A T & T						
	16/708579230002		02/01/16	01	FEB CENTREX SYS:579-2300(EST)	01-02-62-6210		630.00
				02	FEB CENTREX SYS:579-2300(EST)	01-03-62-6210		665.00
				03	FEB CENTREX SYS:579-2300(EST)	01-06-62-6210		297.50
				04	FEB CENTREX SYS:579-2300(EST)	01-07-62-6210		980.00
				05	FEB CENTREX SYS:579-2300(EST)	01-09-62-6210		350.00
				06	FEB CENTREX SYS:579-2300(EST)	01-11-62-6210		140.00
				07	FEB CENTREX SYS:579-2300(EST)	50-00-62-6210		297.50
				08	FEB CENTREX SYS:579-2300(EST)	80-00-62-6210		140.00
						INVOICE TOTAL:		3,500.00 *
						CHECK TOTAL:		3,500.00
	*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***							

INVOICES DUE ON/BEFORE 04/25/2016

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
135535	ATT	A T & T						
	16/708579230004		04/01/16	01	APR CENTREX SYS:579-2300(EST)	01-02-62-6210		630.00
				02	APR CENTREX SYS:579-2300(EST)	01-03-62-6210		665.00
				03	APR CENTREX SYS:579-2300(EST)	01-06-62-6210		297.50
				04	APR CENTREX SYS:579-2300(EST)	01-07-62-6210		980.00
				05	APR CENTREX SYS:579-2300(EST)	01-11-62-6210		350.00
				06	APR CENTREX SYS:579-2300(EST)	01-11-62-6210		140.00
				07	APR CENTREX SYS:579-2300(EST)	50-00-62-6210		297.50
				08	APR CENTREX SYS:579-2300(EST)	80-00-62-6210		140.00
							INVOICE TOTAL:	3,500.00 *
						CHECK TOTAL:		3,500.00
	*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***							
135536	ATT	A T & T						
	16/708579263104		04/01/16	01	APR GAR/ELEV SEC LINE 579-2631	51-00-62-6210		207.86
							INVOICE TOTAL:	207.86 *
						CHECK TOTAL:		207.86
	*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***							
135537	ATT	A T & T						
	16/708579974704		04/01/16	01	APR FAX/MODEM LINE 579-9747	01-09-62-6210		207.86
							INVOICE TOTAL:	207.86 *
						CHECK TOTAL:		207.86
	*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***							
135538	ATT5014	AT&T						
	144067880-16/04		04/08/16	01	APR BACK-UP INTERNET SVC	01-19-62-6230		69.00
							INVOICE TOTAL:	69.00 *
						CHECK TOTAL:		69.00

INVOICES DUE ON/BEFORE 04/25/2016

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
135539	AUR116	AURICO						
	261010		04/13/16	01	EMPLOYEE BACKGROUND CHECK	01-02-60-6010		88.00
							INVOICE TOTAL:	88.00 *
						CHECK TOTAL:		88.00
135540	BAN24	CHRISTINE BANKS						
	160307		03/07/16	01	2016 GF GETAWAY DESIGN PKG	01-06-62-6239		350.00
							INVOICE TOTAL:	350.00 *
						CHECK TOTAL:		350.00
135541	BIO2401	BIOTEK CORPORATION						
	70192		04/06/16	01	GRAFFITI REMOVER	01-10-62-6220		624.00
							INVOICE TOTAL:	624.00 *
						CHECK TOTAL:		624.00
135542	BP7088	BP						
	47177529		04/15/16	01	APR GAS/FUEL CHARGES	01-11-61-6102		23.31
				02	APR GAS/FUEL CHARGES	01-07-61-6102		35.40
							INVOICE TOTAL:	58.71 *
						CHECK TOTAL:		58.71
135543	BRO8091	BROOK ELECTRICAL DISTRIBUTION						
	5242758		03/29/16	01	BALLAST KIT;QUAD BALLAST; ETC	01-11-62-6223		588.77
							INVOICE TOTAL:	588.77 *
						CHECK TOTAL:		588.77
135544	BRO9545	BROOKFIELD EXPRESS						

INVOICES DUE ON/BEFORE 04/25/2016

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
135544	BRO9545	BROOKFIELD EXPRESS						
	16/03		03/31/16	01	MARCH VEHICLE WASHES	01-07-62-6220		230.00
							INVOICE TOTAL:	230.00 *
						CHECK TOTAL:		230.00
135545	CAB4559	CABAY & COMPANY INC						
	55235		04/08/16	01	CLEANING SUPPLIES	01-09-61-6100		521.86
							INVOICE TOTAL:	521.86 *
						CHECK TOTAL:		521.86
135546	CAN1500	CANON BUSINESS SOLUTIONS-CNTRL						
	4018774137		04/01/16	01	APR COPIER MTC	01-02-62-6220		107.22
				02	APR COPIER MTC	01-03-62-6220		53.61
				03	APR COPIER MTC	01-06-62-6220		53.61
				04	MAR COLOR COPIES/FIN	01-03-62-6220		5.70
				05	MAR COLOR COPIES/COM DEV	01-06-62-6220		20.65
				06	MAR COLOR COPIES/BRD RPTS	01-02-62-6220		219.80
							INVOICE TOTAL:	460.59 *
						CHECK TOTAL:		460.59
135547	CAR7341	CARTRIDGE WORLD						
	3767		04/14/16	01	REFILLS	01-07-61-6100		483.92
							INVOICE TOTAL:	483.92 *
						CHECK TOTAL:		483.92
135548	CAR8439	CARGILL, INC						
	2902786704		04/13/16	01	3 LOADS ROAD SALT	01-11-62-6265		4,567.16
							INVOICE TOTAL:	4,567.16 *
						CHECK TOTAL:		4,567.16

INVOICES DUE ON/BEFORE 04/25/2016

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
135549	CAT6298	CATCHING FLUIDPOWER, INC						
	6071898		03/28/16	01	HOSE;FITTINGS/#13	01-11-62-6220		26.96
				02	HOSE;FITTINGS/#13	80-00-62-6220		26.95
							INVOICE TOTAL:	53.91 *
						CHECK TOTAL:		53.91
135550	CDS612	CDS OFFICE TECHNOLOGIES						
	995525		04/08/16	01	ARBITRATOR MIC & BATTERY	01-07-62-6220		385.00
							INVOICE TOTAL:	385.00 *
						CHECK TOTAL:		385.00
135551	COL226	COLLEY ELEVATOR CO						
	147806		04/01/16	01	INSPECT ELEV/VH	01-10-62-6220		335.00
				02	INSPECT ELEV/PARKING DECK	51-00-62-6280		335.00
							INVOICE TOTAL:	670.00 *
						CHECK TOTAL:		670.00
135552	COM3001	COMCAST CABLE						
	0004183-16/05		04/09/16	01	MAY CABLE SERVICE/FD	22-00-66-6600		109.89
							INVOICE TOTAL:	109.89 *
	0004191-16/05		04/06/16	01	4-16/5-15	01-07-61-6100		85.18
							INVOICE TOTAL:	85.18 *
	0017078-16/05		04/08/16	01	MAY HIGH SPEED INTERNET/DPW	01-19-62-6230		134.90
							INVOICE TOTAL:	134.90 *
	005420-16/05		04/08/16	01	MAY CABLE SVC/VH	01-19-62-6230		12.65
							INVOICE TOTAL:	12.65 *

INVOICES DUE ON/BEFORE 04/25/2016

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
135552	COM3001	COMCAST CABLE						
	0130848-16/04		04/08/16	01	APR HIGH SPEED INTERNET	01-19-62-6230		159.35
						INVOICE TOTAL:		159.35 *
	0130871-16/04		04/08/16	01	APR HIGH SPEED INTERNET	01-19-62-6230		159.35
						INVOICE TOTAL:		159.35 *
						CHECK TOTAL:		661.32
135553	COM6111	COM ED						
	160407S/L		04/07/16	01	APR STREET LIGHTS	01-11-62-6211		2,302.53
				02	APR PARKING LOT LIGHTS	51-00-62-6211		851.62
						INVOICE TOTAL:		3,154.15 *
						CHECK TOTAL:		3,154.15
135554	COMSTOCK	KEVIN COMSTOCK						
	160420		04/20/16	01	REIMBURSEPLATE CARRIER;HANGER	01-07-60-6021		78.06
						INVOICE TOTAL:		78.06 *
						CHECK TOTAL:		78.06
	*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***							
135555	COU11	COURTNEY'S LANE						
	160413		04/13/16	01	SAFETY INSPECTION/CO1114	01-09-62-6220		35.00
						INVOICE TOTAL:		35.00 *
						CHECK TOTAL:		35.00
135556	DAR325	W S DARLEY & CO						
	158345		02/05/16	01	FF GEAR/RAPP;BEHLAN;CONRAD;COX	01-07-60-6021		9,284.00
						INVOICE TOTAL:		9,284.00 *

INVOICES DUE ON/BEFORE 04/25/2016

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
135556	DAR325	W S DARLEY & CO						
	164203		02/05/16	01	FF GEAR/BARAJAS	01-09-60-6021		2,422.00
						INVOICE TOTAL:		2,422.00 *
						CHECK TOTAL:		11,706.00
135557	DAR6697	W S DARLEY & CO						
	17238198		04/07/16	01	GLOVES/BARAJAS	01-09-60-6021		68.00
						INVOICE TOTAL:		68.00 *
	17238199		04/07/16	01	BOOTS/BARAJAS	01-09-60-6021		332.00
						INVOICE TOTAL:		332.00 *
						CHECK TOTAL:		400.00
135558	DMJ603	D M J AUTOMOTIVE						
	3374		04/13/16	01	REPAIR LIGHTS;HORN/CO1114	01-09-62-6220		508.18
						INVOICE TOTAL:		508.18 *
						CHECK TOTAL:		508.18
135559	DRI4323	DRIVESHAFT UNLIMITED INC						
	67617		03/22/16	01	INSTALL U-JOINTS/TRACKLESS	01-11-62-6220		233.00
						INVOICE TOTAL:		233.00 *
						CHECK TOTAL:		233.00
135560	ESS941	ESSENTIAL EQUIPMENT SOLUTIONS						
	4509		03/28/16	01	METERS/SENSOR REPLACEMENT	01-09-62-6220		359.05
						INVOICE TOTAL:		359.05 *
						CHECK TOTAL:		359.05

INVOICES DUE ON/BEFORE 04/25/2016

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
135561	FAL5	FALOON & KENNEY						
	22210		04/07/16	01	RETAINER SERVICES	01-04-62-6233		1,200.00
							INVOICE TOTAL:	1,200.00 *
	22211		04/07/16	01	CODE ENF@218 N CATHERINE	01-04-62-6234		94.50
							INVOICE TOTAL:	94.50 *
	22212		04/07/16	01	CODE VIOL@46 N MADISON	01-04-62-6234		553.50
							INVOICE TOTAL:	553.50 *
	22213		04/07/16	01	CODE VIOL@67 BLUFF	01-04-62-6234		297.00
							INVOICE TOTAL:	297.00 *
	22214		04/07/16	01	CODE VIOL@34 EAST AVE	01-04-62-6234		135.00
							INVOICE TOTAL:	135.00 *
	22215		04/07/16	01	CODE VIOL@802 S SPRING	01-04-62-6234		162.00
							INVOICE TOTAL:	162.00 *
	22216		04/07/16	01	CODE VIOL@809 9TH	01-04-62-6234		345.00
							INVOICE TOTAL:	345.00 *
		*** VOID---LEADER CHECK ***						
135562	FAL5	FALOON & KENNEY						
	22218		04/07/16	01	CODE VIOL@305-315 BLUFF	01-04-62-6234		407.74
							INVOICE TOTAL:	407.74 *
	22219		04/07/16	01	CODE VIOL@44 EAST AVE	01-04-62-6234		385.50
							INVOICE TOTAL:	385.50 *
	22220		04/07/16	01	CODE VIOL@306 E COSSITT	01-04-62-6234		800.00
							INVOICE TOTAL:	800.00 *
						CHECK TOTAL:		4,380.24

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CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
135563	FIR/DPW	FIRST NATL BANK OF LA GRANGE						
	7001194095		04/08/16	01	AWWA CONF REG/GILLINGHAM	01-11-60-6020		795.00
							INVOICE TOTAL:	795.00 *
	7001194101		04/08/16	01	AWWA CONF REG/BOJOVIC	50-00-60-6020		795.00
							INVOICE TOTAL:	795.00 *
						CHECK TOTAL:		1,590.00
135564	FIR/FD	FIRST NATIONAL BANK/LA GRANGE						
	11891103		03/29/16	01	250 CARABINER KEY TAGS/RINGS	01-09-62-6250		189.17
							INVOICE TOTAL:	189.17 *
	160312		03/12/16	01	IAFC CONF REGISTRATION/GAY	01-09-60-6020		495.00
							INVOICE TOTAL:	495.00 *
						CHECK TOTAL:		684.17
135565	FIR/PD	FIRST NATIONAL BANK/LA GRANGE						
	160407		04/07/16	01	LOCK;KEYS:GLOBAL INDUSTR	01-07-61-6100		18.84
							INVOICE TOTAL:	18.84 *
	160415		04/15/16	01	IACP REGISTRATION/STRASSER	01-07-60-6020		360.00
							INVOICE TOTAL:	360.00 *
						CHECK TOTAL:		378.84
135566	FIR245	FIREGROUND SUPPLY INC						
	15684		03/15/16	01	STATION CLOTHING/FF BARAJAS	01-09-60-6021		586.55
							INVOICE TOTAL:	586.55 *
	15739		04/01/16	01	JACKETS;JOB SHIRTS	01-09-60-6021		5,100.00
							INVOICE TOTAL:	5,100.00 *
						CHECK TOTAL:		5,686.55

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CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
135567	FLE649	FLEET SAFETY SUPPLY						
	65101		03/24/16	01	AUTO-EJECT COVER/CO1111	01-09-62-6220		40.03
							INVOICE TOTAL:	40.03 *
	65313		04/14/16	01	LIGHT BAR;SIREN;ETC FOR F250	60-00-66-6615		4,077.59
							INVOICE TOTAL:	4,077.59 *
						CHECK TOTAL:		4,117.62
135568	FRE8445	FREEWAY FORD & TRUCK SALES INC						
	120832		03/30/16	01	EMERGENCY REPAIRS/CO1114	01-09-62-6220		10,634.61
							INVOICE TOTAL:	10,634.61 *
						CHECK TOTAL:		10,634.61
135569	FUL5550	FULLER'S CAR WASH						
	16/03		04/01/16	01	MARCH WASHES	01-07-62-6220		34.00
							INVOICE TOTAL:	34.00 *
						CHECK TOTAL:		34.00
135570	GRA8015	GRAINGER						
	9074988198		04/06/16	01	REGULATOR KIT/FD WATER FOUNTAI	01-10-62-6222		58.00
							INVOICE TOTAL:	58.00 *
	9081455074		04/13/16	01	HYDRANT BAG FOR CO1111	01-09-61-6100		101.45
							INVOICE TOTAL:	101.45 *
						CHECK TOTAL:		159.45
135571	GRAN	GRANDVIEW CAPITAL, LLC						
	160411		04/11/16	01	REFUND ESCROW:310 CALENDAR	01-00-35-3511		3,000.00
							INVOICE TOTAL:	3,000.00 *
						CHECK TOTAL:		3,000.00

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

INVOICES DUE ON/BEFORE 04/25/2016

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
135572	HAV5501	HAVOLINE XPRESS LUBE						
	461725		04/05/16	01	OIL CHANGE/#522	01-07-62-6220		34.61
							INVOICE TOTAL:	34.61 *
	462884		04/11/16	01	OIL CHANGE/#523	01-07-62-6220		34.61
							INVOICE TOTAL:	34.61 *
						CHECK TOTAL:		69.22
135573	HEA6132	HEARTLAND RECYCLING						
	13169		03/31/16	01	YARD WASTE DISPOSAL	01-11-62-6264		3,455.94
							INVOICE TOTAL:	3,455.94 *
						CHECK TOTAL:		3,455.94
135574	HEU2315	HEUER & ASSOCIATES						
	16-029		04/04/16	01	PLAN REV@MEADOWBROOK MANOR	01-00-35-3511		746.53
							INVOICE TOTAL:	746.53 *
	16-030		04/06/16	01	PLAN REV@500 EDGEWOOD	01-00-35-3511		5,548.77
							INVOICE TOTAL:	5,548.77 *
	16-031		04/06/16	01	PLAN REV@1025 S CATHERINE	01-00-35-3511		720.23
							INVOICE TOTAL:	720.23 *
	16-032		04/06/16	01	PLAN REV@20 N SPRING	01-00-35-3511		344.55
							INVOICE TOTAL:	344.55 *
	16-033		04/06/16	01	PLAN REV@145 N WAIOLA	01-00-35-3511		4,426.56
							INVOICE TOTAL:	4,426.56 *
	16-035		04/13/16	01	PLAN REV@442 S KENSINGTON	01-00-35-3511		3,314.03
							INVOICE TOTAL:	3,314.03 *
						CHECK TOTAL:		15,100.67

INVOICES DUE ON/BEFORE 04/25/2016

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
135575	HIN22	HINSDALE HUMANE SOCIETY						
	160414		04/14/16	01	JAN-MAR STRAYS	01-07-62-6240		60.00
						INVOICE TOTAL:		60.00 *
						CHECK TOTAL:		60.00
135576	HIN6605	HINCKLEY SPRINGS						
	2478819-040116		04/01/16	01	4 BOTTLES DRINKING WATER	01-03-61-6100		43.86
						INVOICE TOTAL:		43.86 *
						CHECK TOTAL:		43.86
135577	HOM1831	HOME DEPOT CREDIT SERVICES						
	5310164		04/16/16	01	CREDIT/RETURNED MAILBOX	01-10-62-6220		-23.27
						INVOICE TOTAL:		-23.27 *
	5310165		04/13/16	01	MAILBOX POST/101 WAIOLA	01-10-62-6220		10.17
						INVOICE TOTAL:		10.17 *
	6033701		04/12/16	01	MAILBOX/101 WAIOLA	01-10-62-6220		23.27
						INVOICE TOTAL:		23.27 *
						CHECK TOTAL:		10.17
135578	HOR60	HORTON'S OF LA GRANGE						
	174830		04/03/16	01	DECK WASH	01-09-61-6100		3.99
						INVOICE TOTAL:		3.99 *
	174847		04/03/16	01	PUTTY KNIFE;SCRAPER	01-09-61-6100		11.29
						INVOICE TOTAL:		11.29 *
	174876		04/06/16	01	PAINT THINNER;ANT TRAPS	01-09-61-6100		21.98
						INVOICE TOTAL:		21.98 *
						CHECK TOTAL:		37.26

INVOICES DUE ON/BEFORE 04/25/2016

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
135579	HUB1517	HUB INTERNATIONAL MIDWEST LTD						
	301401		04/13/16	01	APR BROKERAGE/CONSULT FEE	01-03-60-6010		125.73
				02	APR BROKERAGE/CONSULT FEE	01-06-60-6010		106.14
				03	APR BROKERAGE/CONSULT FEE	01-07-60-6010		874.22
				04	APR BROKERAGE/CONSULT FEE	01-09-60-6010		518.84
				05	APR BROKERAGE/CONSULT FEE	01-11-60-6010		224.11
				06	APR BROKERAGE/CONSULT FEE	24-00-60-6010		31.43
				07	APR BROKERAGE/CONSULT FEE	50-00-60-6010		294.74
				08	APR BROKERAGE/CONSULT FEE	51-00-60-6010		55.11
				09	APR BROKERAGE/CONSULT FEE	80-00-60-6010		62.87
				10	APR BROKERAGE/CONSULT FEE	01-00-31-3105		706.81
						INVOICE TOTAL:		3,000.00 *
						CHECK TOTAL:		3,000.00
135580	ILL5691	ILLCO WHOLESALE DISTRIBUTORS						
	2391957		03/28/16	01	ANTIFREEZ PROPYLENE/VH	01-10-62-6220		313.25
						INVOICE TOTAL:		313.25 *
	2392126		03/30/16	01	BALL VALVE;PVC ADAPT	01-11-62-6220		68.49
						INVOICE TOTAL:		68.49 *
	2392223		03/31/16	01	SEAL KIT;PUMP GASKET/VH	01-10-62-6220		58.16
						INVOICE TOTAL:		58.16 *
	2392224		03/31/16	01	ARMSTRONG BEARING ASSY/VH	01-10-62-6220		363.15
						INVOICE TOTAL:		363.15 *
						CHECK TOTAL:		803.05
135581	ILSP	ILLINOIS STATE POLICE						
	160331		03/31/16	01	EMPL FINGERPRINTS/DPW	01-11-60-6010		29.75
				02	LIQ COMM FINGERPRINTS	01-02-61-6100		89.25
						INVOICE TOTAL:		119.00 *
						CHECK TOTAL:		119.00

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

INVOICES DUE ON/BEFORE 04/25/2016

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
135582	IRMA	INTERGOVERNMENTAL RISK						
	160331		03/31/16	01	CLAIMS/PD: 2-19-16	01-19-62-6283		627.34
				02	CLAIMS/PD: 7-6-15	01-19-62-6283		207.66
				03	CLAIMS/DPW: 2-2-16	01-19-62-6286		162.84
				04	CLAIMS/DPW: 2-1-16	01-19-62-6286		313.79
				05	CLAIMS/DPW: 3-8-16	01-19-62-6286		79.50
				06	CLAIMS/DPW: 3-9-16	01-19-62-6286		268.04
							INVOICE TOTAL:	1,659.17 *
						CHECK TOTAL:		1,659.17
135583	JL875	J & L ELECTRONIC SERVICE,INC						
	89299G		03/30/16	01	ADJUST TRANSMIT LEVEL	24-00-62-6220		315.00
							INVOICE TOTAL:	315.00 *
						CHECK TOTAL:		315.00
135584	JUL2800	JULIE INC						
	160331		03/31/16	01	UTILITY LOCATES/SHARE	01-11-62-6223		361.26
				02	UTILITY LOCATES/SHARE	50-00-62-6220		361.25
				03	UTILITY LOCATES/SHARE	80-00-62-6224		361.25
							INVOICE TOTAL:	1,083.76 *
						CHECK TOTAL:		1,083.76
135585	KEE44	KEEN EDGE CO						
	656537		03/22/16	01	WHEEL FOR GREASE GUN	01-11-62-6220		12.51
							INVOICE TOTAL:	12.51 *
						CHECK TOTAL:		12.51
135586	KES2915	KESLIN ENGINEERING						

INVOICES DUE ON/BEFORE 04/25/2016

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
135586	KES2915	KESLIN ENGINEERING						
	28352		04/12/16	01	PLAN REV@26 S LA GRANGE RD	01-00-35-3511		600.00
							INVOICE TOTAL:	600.00 *
						CHECK TOTAL:		600.00
135587	KIE75	KIEFT BROTHERS						
	217075		03/30/16	01	OFFSET CONE;CONCR ADJ RING	80-00-62-6220		439.50
							INVOICE TOTAL:	439.50 *
						CHECK TOTAL:		439.50
135588	KLI309	F.W. KLINE & SONS INC						
	53503		04/07/16	01	DOOR CLOSER/PARKING DECK	51-00-62-6280		369.60
							INVOICE TOTAL:	369.60 *
						CHECK TOTAL:		369.60
135589	LAN217	LAND'S END BUSINESS OUTFITTERS						
	6018235		04/01/16	01	2 SHIRTS/DRAKE	01-07-60-6021		91.90
							INVOICE TOTAL:	91.90 *
						CHECK TOTAL:		91.90
135590	LGL5546	LA GRANGE LOCK & SAFE						
	12145		03/30/16	01	LOCKS;KNOBS;CLOSERS/DECK	51-00-62-6280		306.00
							INVOICE TOTAL:	306.00 *
						CHECK TOTAL:		306.00
135591	LGP10	LA GRANGE PUBLIC LIBRARY						

INVOICES DUE ON/BEFORE 04/25/2016

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
135591	LGP10	LA GRANGE PUBLIC LIBRARY						
	16/04		04/19/16	01	APR LIBRARY SHARE RPLCMT TAX	01-00-20-2029		5,265.34
						INVOICE TOTAL:		5,265.34 *
						CHECK TOTAL:		5,265.34
135592	LIC2818	J C LICHT						
	14794650		04/13/16	01	COVERS;FRAMES;BRUSHES/FOUNTN	01-10-62-6222		25.16
						INVOICE TOTAL:		25.16 *
						CHECK TOTAL:		25.16
135593	LOR1150	LORCHEM TECHNOLOGIES INC						
	60444		03/21/16	01	FLOW SWITCH;CLAMPS;FILTER;ETC	01-10-62-6220		503.90
						INVOICE TOTAL:		503.90 *
						CHECK TOTAL:		503.90
135594	MAR1840	MARTIN IMPLEMENT SALES, INC						
	E06374		04/15/16	01	2016 HYUNDAI FRONT END LOADER	60-00-66-6616		48,520.00
				02	2016 HYUNDAI FRONT END LOADER	60-00-66-6617		48,520.00
						INVOICE TOTAL:		97,040.00 *
						CHECK TOTAL:		97,040.00
135595	MGP701	MGP, INC						
	2959		03/31/16	01	MAR 2016 GIS CONSORTIUM	50-00-62-6230		2,284.14
				02	MAR 2016 GIS CONSORTIUM	80-00-62-6230		978.91
						INVOICE TOTAL:		3,263.05 *
						CHECK TOTAL:		3,263.05

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CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
135596	MID1	MIDWEST ORTHOPAEDICS						
	10829		03/31/16	01	PRE-EMPL SCREENINGS	01-02-60-6010		117.00
						INVOICE TOTAL:		117.00 *
						CHECK TOTAL:		117.00
135597	MID1514	MIDWEST ARBORIST SUPPLIES						
	41985		02/16/16	01	POLE SAW AND ACCESS	01-11-62-6259		410.28
						INVOICE TOTAL:		410.28 *
	42277		03/24/16	01	2 HOOKS FOR POLE SAWS	01-11-62-6259		80.41
						INVOICE TOTAL:		80.41 *
						CHECK TOTAL:		490.69
135598	MIL3900	MILLER LAUNDRY SYSTEMS						
	305866		03/31/16	01	REPLACE WASHING MACHINE TIMER	01-09-62-6220		277.92
						INVOICE TOTAL:		277.92 *
	LAG002		04/11/16	01	REPAIR WASHING MACHINE KNOB	01-09-62-6220		297.52
						INVOICE TOTAL:		297.52 *
						CHECK TOTAL:		575.44
135599	MIN500	MINER ELECTRONICS CORP						
	259925		04/11/16	01	REPL ANTENNA ON RADIO	24-00-62-6220		67.25
						INVOICE TOTAL:		67.25 *
						CHECK TOTAL:		67.25
135600	MOR616	DONALD E MORRIS ARCHITECT, PC						
	16/03		03/31/16	01	MAR 23016 PLAN REVIEWS	01-00-35-3511		4,600.00
						INVOICE TOTAL:		4,600.00 *
						CHECK TOTAL:		4,600.00

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CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
135601	MUN7330	MUNICIPAL SYSTEMS, INC						
	12177		04/05/16	01	MAR	27-00-68-6899		650.00
						INVOICE TOTAL:		650.00 *
						CHECK TOTAL:		650.00
135602	NAT188	NATURALAWN						
	163057		03/29/16	01	FERTILIZER;CRABGRASS REDUCER	01-10-62-6222		123.35
						INVOICE TOTAL:		123.35 *
						CHECK TOTAL:		123.35
135603	NAT582	NATIONAL SEED						
	559152SI		03/31/16	01	GRASS SEED;SEED BLANKETS	01-11-62-6259		732.00
						INVOICE TOTAL:		732.00 *
						CHECK TOTAL:		732.00
135604	NIPAS	NORTHERN ILLINOIS POLICE ALARM						
	160407		04/07/16	01	ANNUAL MEETING LUNCH	01-07-60-6020		54.00
						INVOICE TOTAL:		54.00 *
						CHECK TOTAL:		54.00
135605	NOR355	NORTH EAST MULTI-REGIONAL						
	204838		04/05/16	01	INT&INTERR/COLEMAN;REID	01-07-60-6020		400.00
						INVOICE TOTAL:		400.00 *
	205182		04/12/16	01	BREATH ANALYS/ANDRIES;IRIZARRY	01-07-60-6020		175.00
						INVOICE TOTAL:		175.00 *
						CHECK TOTAL:		575.00

INVOICES DUE ON/BEFORE 04/25/2016

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
135606	OFF8804	OFFICE DEPOT						
	831941478001		03/31/16	01	GREEN BINDER	01-09-61-6100		12.34
						INVOICE TOTAL:		12.34 *
	831941597001		03/31/16	01	PURPLE BINDER	01-09-61-6100		6.64
						INVOICE TOTAL:		6.64 *
	831941598001		03/31/16	01	DIVIDERS;VOID STAMP	01-09-61-6100		37.01
						INVOICE TOTAL:		37.01 *
						CHECK TOTAL:		55.99
135607	OHE1070	RAY O'HERRON CO., INC						
	1620037		04/05/16	01	ACADEMY CLOTHING/NIEWOLD	01-07-60-6021		572.60
						INVOICE TOTAL:		572.60 *
	1620247		04/06/16	01	PANTS;BOOTS;GLOVES/IRIZARRY	01-07-60-6021		541.88
						INVOICE TOTAL:		541.88 *
	1620711		04/08/16	01	CREDIT:PANTS/NIEWOLD	01-07-60-6021		-9.95
						INVOICE TOTAL:		-9.95 *
	1620712		04/08/16	01	SHIRT/NIEWOLD	01-07-60-6021		18.99
						INVOICE TOTAL:		18.99 *
	1620713		04/08/16	01	SWEATPANTS/NIEWOLD	01-07-60-6021		11.95
						INVOICE TOTAL:		11.95 *
	1621253		04/11/16	01	VEST;ETC/WESSENDORF	01-07-60-6021		131.95
						INVOICE TOTAL:		131.95 *
	1622812		04/18/16	01	SAFE/WESSENDORF	01-07-60-6021		79.99
						INVOICE TOTAL:		79.99 *
		*** VOID---LEADER CHECK ***						
135608	OHE1070	RAY O'HERRON CO., INC						
	1622813		04/18/16	01	PANTS;SHIRT;BELT/CIMBALISTA	01-07-60-6020		507.68
						INVOICE TOTAL:		507.68 *

INVOICES DUE ON/BEFORE 04/25/2016

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
135608	OHE1070	RAY O'HERRON CO., INC						
	1623053		04/19/16	01	SHIRTS;BELT;SHORTS/STRASSER	01-07-60-6021		175.88
						INVOICE TOTAL:		175.88 *
	1692288		04/18/16	01	SHOES/LJUBENKO	01-07-60-6021		119.95
						INVOICE TOTAL:		119.95 *
						CHECK TOTAL:		2,150.92
135609	PE4016	P & E CLEANING INC						
	247		03/31/16	01	WINDOW CLEANING/TRAIN STN	51-00-62-6225		129.00
						INVOICE TOTAL:		129.00 *
	248		03/31/16	01	WINDOW CLEANING/BUS DEPOTS	01-10-62-6222		40.00
						INVOICE TOTAL:		40.00 *
						CHECK TOTAL:		169.00
135610	PER2211	PERR TRUCK & TRAILER BODY, INC						
	015494		03/28/16	01	REPAIR DAMAGES/CO1112	01-19-62-6284		3,030.34
						INVOICE TOTAL:		3,030.34 *
						CHECK TOTAL:		3,030.34
135611	PER263	OAKSTONE PUBLISHING						
	600295		04/05/16	01	EMPLOYEE WELLNESS NEWSLETTER	01-03-61-6101		774.56
						INVOICE TOTAL:		774.56 *
						CHECK TOTAL:		774.56
135612	PET4521	P.F. PETTIBONE & CO						
	69740		04/07/16	01	250 PEDESTRIAN STOP CARDS	01-07-61-6101		172.70
						INVOICE TOTAL:		172.70 *
						CHECK TOTAL:		172.70

INVOICES DUE ON/BEFORE 04/25/2016

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
135613	PHI524	PHILLIP'S FLOWERS & GIFTS						
	0200384		03/31/16	01	FUNERAL ARRGMT/LJUBENKO FAM	01-12-68-6860		70.90
						INVOICE TOTAL:		70.90 *
						CHECK TOTAL:		70.90
135614	PILIPISZ	ROBERT PILIPISZYN						
	160408		04/08/16	01	REIMBURSE LTACC MTG	01-02-60-6020		55.14
				02	REIMBURSE ADMIN SUPPLIES	01-02-61-6100		12.22
				03	REIMBURSE CD RECRUIT MTG	01-02-60-6020		34.32
				04	REIMBURSE 50TH ST SEWER MTG	01-02-60-6020		45.10
				05	REIMBURSE ADMIN SUPPLIES	01-02-61-6100		24.00
						INVOICE TOTAL:		170.78 *
						CHECK TOTAL:		170.78
	*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***							
135615	PIN749	PINNER ELECTRIC, INC						
	1753		02/01/16	01	REP CABLE ON FLASHER CROSSING	01-11-62-6223		2,060.21
						INVOICE TOTAL:		2,060.21 *
	26748		03/30/16	01	MTC SIGNALS/TILDEN;GILBERT	01-11-62-6223		230.00
						INVOICE TOTAL:		230.00 *
						CHECK TOTAL:		2,290.21
135616	PRI299	PRI MANAGEMENT GROUP						
	160415		04/15/16	01	RECORDS TRAINING/COLEMAN	01-07-60-6020		195.00
						INVOICE TOTAL:		195.00 *
						CHECK TOTAL:		195.00
135617	PRI9433	PRIORITY PRINT						

INVOICES DUE ON/BEFORE 04/25/2016

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
135617	PRI9433	PRIORITY PRINT						
	20160715		04/10/16	01	20 FINAL BUDGET BOOKS	01-03-61-6101		747.55
						INVOICE TOTAL:		747.55 *
						CHECK TOTAL:		747.55
135618	SHA250	SHAW MEDIA						
	03161007267		03/31/16	01	WEBSITE HOSTING	01-06-62-6239		59.99
						INVOICE TOTAL:		59.99 *
	1172010		03/30/16	01	BID NTC:PD-FD ROOF REPLACEMENT	40-00-66-6619		90.24
						INVOICE TOTAL:		90.24 *
						CHECK TOTAL:		150.23
135619	SHE1510	SHERWIN WILLIAMS						
	0281		04/13/16	01	CUSTOM PAINT/FOUNTAIN	01-10-62-6222		122.58
						INVOICE TOTAL:		122.58 *
						CHECK TOTAL:		122.58
135620	SIR100	SIRCHIE FINGER PRINT LAB.,INC						
	248103		03/29/16	01	HINGE LIFTERS;CONTAINER;TAPE	01-07-61-6100		298.83
						INVOICE TOTAL:		298.83 *
						CHECK TOTAL:		298.83
135621	SON9665	SONAMATIC AUTO CENTER INC						
	179450		04/04/16	01	RADIATOR;ANTI FREEZE;FILTR/523	01-07-62-6220		859.24
						INVOICE TOTAL:		859.24 *
						CHECK TOTAL:		859.24

INVOICES DUE ON/BEFORE 04/25/2016

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
135622	SPR4181	SPRINT SOLUTIONS, INC						
	665512518-170		04/12/16	01	APR CALL SERVICE	01-09-62-6210		126.98
						INVOICE TOTAL:		126.98 *
						CHECK TOTAL:		126.98
135623	STA8368	STAPLES ADVANTAGE						
	8038743318		04/02/16	01	MISC OFFICE SUPPLIES	01-02-61-6100		158.83
				02	MISC OFFICE SUPPLIES	01-03-61-6100		79.42
				03	MISC OFFICE SUPPLIES	01-06-61-6100		79.41
						INVOICE TOTAL:		317.66 *
	8038835459		04/09/16	01	BLACK TONER/CANON COPIER	01-02-61-6100		57.50
				02	BLACK TONER/CANON COPIER	01-03-61-6100		28.75
				03	BLACK TONER/CANON COPIER	01-06-61-6100		28.74
						INVOICE TOTAL:		114.99 *
	8038835461		04/07/16	01	MISC OFFICE SUPPLIES	01-07-61-6100		375.37
						INVOICE TOTAL:		375.37 *
						CHECK TOTAL:		808.02
135624	STR9330	STRYKER SALES CORP						
	1905821		04/04/16	01	HOOK FOR STRETCHER	01-09-62-6253		49.00
						INVOICE TOTAL:		49.00 *
						CHECK TOTAL:		49.00
135625	SWA9500	SWAN CLEANERS						
	8005		03/16/16	01	BLANKETS	01-07-62-6241		25.00
						INVOICE TOTAL:		25.00 *
						CHECK TOTAL:		25.00

INVOICES DUE ON/BEFORE 04/25/2016

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
135626	TAM7500	TAMELING INDUSTRIES						
	0107902		03/31/16	01	4 LOADS TOP SOIL	01-11-62-6259		1,200.00
						INVOICE TOTAL:		1,200.00 *
						CHECK TOTAL:		1,200.00
135627	THI4170	DAN THIESSE						
	160418		04/18/16	01	16 PLUMBING INSPECTIONS	01-06-62-6229		568.00
						INVOICE TOTAL:		568.00 *
						CHECK TOTAL:		568.00
135628	THO1302	THOMPSON ELEVATOR						
	16-1114		04/07/16	01	ELEV REV@145 N WAIOLA	01-00-35-3511		100.00
						INVOICE TOTAL:		100.00 *
						CHECK TOTAL:		100.00
135629	TRA2090	TRANSUNION RISK & ALTERNATIVE						
	16/03		04/01/16	01	MARCH SEARCHES	01-07-60-6020		25.75
						INVOICE TOTAL:		25.75 *
						CHECK TOTAL:		25.75
135630	TRA31	TRAFFIC CONTROL PROTECTION INC						
	86094		03/30/16	01	REPL PANELS PEDEST SIGNS	01-11-62-6264		390.00
						INVOICE TOTAL:		390.00 *
	86112		04/01/16	01	30" DEAD END SIGNS	01-11-62-6264		88.70
						INVOICE TOTAL:		88.70 *
						CHECK TOTAL:		478.70

INVOICES DUE ON/BEFORE 04/25/2016

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
135631	TRUSNER	L CURT TRUSNER						
	160330		03/30/16	01	10 YR EMPLOYEE SVC AWARD	01-19-68-6860		100.00
						INVOICE TOTAL:		100.00 *
						CHECK TOTAL:		100.00
	*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***							
135632	TYL840	TYLER TECHNOLOGIES						
	048772		04/15/16	01	MILESTONE BILLING	24-00-66-6601		7,809.00
						INVOICE TOTAL:		7,809.00 *
						CHECK TOTAL:		7,809.00
135633	USP	U.S. POSTMASTER						
	160419		04/19/16	01	REIMBURSE POSTAGE METER	01-02-61-6101		519.71
				02	REIMBURSE POSTAGE METER	01-06-61-6101		528.69
				03	REIMBURSE POSTAGE METER	01-03-61-6101		1,251.10
				04	REIMBURSE POSTAGE METER	01-07-61-6101		1,140.81
				05	REIMBURSE POSTAGE METER	01-09-61-6101		94.76
				06	REIMBURSE POSTAGE METER	01-11-61-6101		154.15
				07	REIMBURSE POSTAGE METER	50-00-61-6101		867.06
				08	REIMBURSE POSTAGE METER	51-00-61-6101		443.72
						INVOICE TOTAL:		5,000.00 *
						CHECK TOTAL:		5,000.00
	*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***							
135634	VER2550	VERIZON WIRELESS						
	9763239673		04/04/16	01	3-5/4-4 CELLS	01-07-62-6210		516.22
						INVOICE TOTAL:		516.22 *
	9763568299		04/10/16	01	SQUADS 3-11/4-10	24-00-62-6210		226.68
						INVOICE TOTAL:		226.68 *
						CHECK TOTAL:		742.90

INVOICES DUE ON/BEFORE 04/25/2016

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
135635	WAG251	WAGNER OFFICE MACHINES						
	78452		04/14/16	01	REPAIR TYPEWRITER/MC	01-03-62-6220		210.00
						INVOICE TOTAL:		210.00 *
						CHECK TOTAL:		210.00
135636	WES5101	WEST SUBURBAN LIVING MAGAZINE						
	11667		04/01/16	01	COLOR ADS FOR LGBA	01-06-62-6239		740.00
						INVOICE TOTAL:		740.00 *
						CHECK TOTAL:		740.00
135637	WESSENDO	JASON WESSENDORF						
	160420		04/20/16	01	REIMBURSE FOR FLASHLIGHT	01-07-60-6021		104.38
						INVOICE TOTAL:		104.38 *
						CHECK TOTAL:		104.38
	*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***							
135638	WIN6714	WINZER CORPORATION						
	0792900		02/22/16	01	VEHICLE WASH BRUSHES	01-09-61-6100		173.70
						INVOICE TOTAL:		173.70 *
						CHECK TOTAL:		173.70
135639	WOL110	WOLD ARCHITECTS & ENGINEERS						
	49141		03/31/16	01	DISPATCH REMODEL PH I DESIGN	24-00-66-6601		8,423.31
						INVOICE TOTAL:		8,423.31 *
						CHECK TOTAL:		8,423.31
						TOTAL AMOUNT PAID:		266,841.41

JOURNAL DATE: 04/21/16 ACCOUNTING PERIOD: 12

ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
GENERAL FUND							
01	01-00-20-2029	DUE T/F LIBRARY	LGP10	16/04	APR LIBRARY SHARE RPLCMT T	5,265.34	
02	01-00-31-3105	P/R-HOSPITALIZATION-EMPLOYEE	HUB1517	301401	APR BROKERAGE/CONSULT FEE	706.81	
03	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	GRAN	160411	REFUND ESCROW:310 CALENDAR	3,000.00	
04	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	HEU2315	16-029	PLAN REV@MEADOWBROOK MANOR	746.53	
05	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	HEU2315	16-030	PLAN REV@500 EDGEWOOD	5,548.77	
06	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	HEU2315	16-031	PLAN REV@1025 S CATHERINE	720.23	
07	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	HEU2315	16-032	PLAN REV@20 N SPRING	344.55	
08	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	HEU2315	16-033	PLAN REV@145 N WAIOLA	4,426.56	
09	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	HEU2315	16-035	PLAN REV@442 S KENSINGTON	3,314.03	
10	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	KES2915	28352	PLAN REV@26 S LA GRANGE RD	600.00	
11	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	MOR616	16/03	MAR 23016 PLAN REVIEWS	4,600.00	
12	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	THO1302	16-1114	ELEV REV@145 N WAIOLA	100.00	
13	01-00-58-5866	AMBULANCE TRANSPORT FEES	AND3223	137502	MAR COLLECTION FEES	1,207.42	
14	01-02-60-6010	INSURANCE-HOSPITALIZATION	AUR116	261010	EMPLOYEE BACKGROUND CHECK	88.00	
15	01-02-60-6010	INSURANCE-HOSPITALIZATION	MID1	10829	PRE-EMPL SCREENINGS	117.00	
16	01-02-60-6020	TRAINING & MEMBERSHIP	PILIPISZ	160408	REIMBURSE LTACC MTG	55.14	
17	01-02-60-6020	TRAINING & MEMBERSHIP	PILIPISZ	160408	REIMBURSE CD RECRUIT MTG	34.32	
18	01-02-60-6020	TRAINING & MEMBERSHIP	PILIPISZ	160408	REIMBURSE 50TH ST SEWER MTG	45.10	
19	01-02-61-6100	TOOLS & SUPPLIES	ILSP	160331	LIQ COMM FINGERPRINTS	89.25	
20	01-02-61-6100	TOOLS & SUPPLIES	PILIPISZ	160408	REIMBURSE ADMIN SUPPLIES	12.22	
21	01-02-61-6100	TOOLS & SUPPLIES	PILIPISZ	160408	REIMBURSE ADMIN SUPPLIES	24.00	
22	01-02-61-6100	TOOLS & SUPPLIES	STA8368	8038743318	MISC OFFICE SUPPLIES	158.83	
23	01-02-61-6100	TOOLS & SUPPLIES	STA8368	8038835459	BLACK TONER/CANON COPIER	57.50	
24	01-02-61-6101	PRINTING,POSTAGE, & STATIONE	USP	160419	REIMBURSE POSTAGE METER	519.71	
25	01-02-62-6210	TELEPHONE FEES	ATT	16/708579230001	JAN CENTREX SYS:579-2300(EST	630.00	
26	01-02-62-6210	TELEPHONE FEES	ATT	16/708579230002	FEB CENTREX SYS:579-2300(EST	630.00	
27	01-02-62-6210	TELEPHONE FEES	ATT	16/708579230004	APR CENTREX SYS:579-2300(EST	630.00	
28	01-02-62-6220	MTCE-EQUIPMENT	AIS1815	54691	AR IT CHARGES	71.25	
29	01-02-62-6220	MTCE-EQUIPMENT	CAN1500	4018774137	APR COPIER MTC	107.22	
30	01-02-62-6220	MTCE-EQUIPMENT	CAN1500	4018774137	MAR COLOR COPIES/BRD RPTS	219.80	
31	01-02-66-6600	NEW EQUIPMENT	AIS1815	54723	HP LASERJET PRINTER/RP	315.00	
32	01-03-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	301401	APR BROKERAGE/CONSULT FEE	125.73	
33	01-03-61-6100	TOOLS & SUPPLIES	HIN6605	2478819-040116	4 BOTTLES DRINKING WATER	43.86	
34	01-03-61-6100	TOOLS & SUPPLIES	STA8368	8038743318	MISC OFFICE SUPPLIES	79.42	
35	01-03-61-6100	TOOLS & SUPPLIES	STA8368	8038835459	BLACK TONER/CANON COPIER	28.75	
36	01-03-61-6101	PRINTING,POSTAGE, & STATIONE	PER263	600295	EMPLOYEE WELLNESS NEWSLETTER	774.56	
37	01-03-61-6101	PRINTING,POSTAGE, & STATIONE	PRI9433	20160715	20 FINAL BUDGET BOOKS	747.55	
38	01-03-61-6101	PRINTING,POSTAGE, & STATIONE	USP	160419	REIMBURSE POSTAGE METER	1,251.10	

JOURNAL DATE: 04/21/16 ACCOUNTING PERIOD: 12

ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
GENERAL FUND							
39	01-03-62-6210	TELEPHONE FEES	ATT	16/708579230001	JAN CENTREX SYS:579-2300(EST	665.00	
40	01-03-62-6210	TELEPHONE FEES	ATT	16/708579230002	FEB CENTREX SYS:579-2300(EST	665.00	
41	01-03-62-6210	TELEPHONE FEES	ATT	16/708579230004	APR CENTREX SYS:579-2300(EST	665.00	
42	01-03-62-6220	MTCE-EQUIPMENT	AIS1815	54691	AR IT CHARGES + AUDIT PREP	220.00	
43	01-03-62-6220	MTCE-EQUIPMENT	CAN1500	4018774137	APR COPIER MTC	53.61	
44	01-03-62-6220	MTCE-EQUIPMENT	CAN1500	4018774137	MAR COLOR COPIES/FIN	5.70	
45	01-03-62-6220	MTCE-EQUIPMENT	WAG251	78452	REPAIR TYPEWRITER/MC	210.00	
46	01-04-62-6233	LEGAL-PROSECUTOR	FAL5	22210	RETAINER SERVICES	1,200.00	
47	01-04-62-6234	LEGAL-PROSECUTOR(OTHER)	FAL5	22211	CODE ENF@218 N CATHERINE	94.50	
48	01-04-62-6234	LEGAL-PROSECUTOR(OTHER)	FAL5	22212	CODE VIOL@46 N MADISON	553.50	
49	01-04-62-6234	LEGAL-PROSECUTOR(OTHER)	FAL5	22213	CODE VIOL@67 BLUFF	297.00	
50	01-04-62-6234	LEGAL-PROSECUTOR(OTHER)	FAL5	22214	CODE VIOL@34 EAST AVE	135.00	
51	01-04-62-6234	LEGAL-PROSECUTOR(OTHER)	FAL5	22215	CODE VIOL@802 S SPRING	162.00	
52	01-04-62-6234	LEGAL-PROSECUTOR(OTHER)	FAL5	22216	CODE VIOL@809 9TH	345.00	
53	01-04-62-6234	LEGAL-PROSECUTOR(OTHER)	FAL5	22218	CODE VIOL@305-315 BLUFF	407.74	
54	01-04-62-6234	LEGAL-PROSECUTOR(OTHER)	FAL5	22219	CODE VIOL@44 EAST AVE	385.50	
55	01-04-62-6234	LEGAL-PROSECUTOR(OTHER)	FAL5	22220	CODE VIOL@306 E COSSITT	800.00	
56	01-06-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	301401	APR BROKERAGE/CONSULT FEE	106.14	
57	01-06-61-6100	TOOL & SUPPLIES	AND1662	67777	BLACK HANDSET/COM DEV	27.91	
58	01-06-61-6100	TOOL & SUPPLIES	STA8368	8038743318	MISC OFFICE SUPPLIES	79.41	
59	01-06-61-6100	TOOL & SUPPLIES	STA8368	8038835459	BLACK TONER/CANON COPIER	28.74	
60	01-06-61-6101	PRINTING,POSTAGE, & STATIONE	USP	160419	REIMBURSE POSTAGE METER	528.69	
61	01-06-62-6210	TELEPHONE FEES	ATT	16/708579230001	JAN CENTREX SYS:579-2300(EST	297.50	
62	01-06-62-6210	TELEPHONE FEES	ATT	16/708579230002	FEB CENTREX SYS:579-2300(EST	297.50	
63	01-06-62-6210	TELEPHONE FEES	ATT	16/708579230004	APR CENTREX SYS:579-2300(EST	297.50	
64	01-06-62-6220	MTCE-EQUIPMENT	AIS1815	54691	AR IT CHARGES	261.25	
65	01-06-62-6220	MTCE-EQUIPMENT	CAN1500	4018774137	APR COPIER MTC	53.61	
66	01-06-62-6220	MTCE-EQUIPMENT	CAN1500	4018774137	MAR COLOR COPIES/COM DEV	20.65	
67	01-06-62-6229	CONTRACTUAL PLUMBING INSP	THI4170	160418	16 PLUMBING INSPECTIONS	568.00	
68	01-06-62-6239	ECONOMIC DEVELOPMENT	ACC628	120016	VALET SVCS/END MAR;EARLY APR	2,124.00	
69	01-06-62-6239	ECONOMIC DEVELOPMENT	BAN24	160307	2016 GF GETAWAY DESIGN PKG	350.00	
70	01-06-62-6239	ECONOMIC DEVELOPMENT	SHA250	03161007267	WEBSITE HOSTING	59.99	
71	01-06-62-6239	ECONOMIC DEVELOPMENT	WES5101	11667	COLOR ADS FOR LGBA	740.00	
72	01-07-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	301401	APR BROKERAGE/CONSULT FEE	874.22	
73	01-07-60-6020	TRAINING & MEMBERSHIP	FIR/PD	160415	IACP REGISTRATION/STRASSER	360.00	
74	01-07-60-6020	TRAINING & MEMBERSHIP	NIPAS	160407	ANNUAL MEETING LUNCH	54.00	
75	01-07-60-6020	TRAINING & MEMBERSHIP	NOR355	204838	INT&INTERR/COLEMAN;REID	400.00	
76	01-07-60-6020	TRAINING & MEMBERSHIP	NOR355	205182	BREATH ANALYS/ANDRIES;IRIZAR	175.00	

JOURNAL DATE: 04/21/16 ACCOUNTING PERIOD: 12

ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
GENERAL FUND							
77	01-07-60-6020	TRAINING & MEMBERSHIP	OHE1070	1622813	PANTS;SHIRT;BELT/CIMBALISTA	507.68	
78	01-07-60-6020	TRAINING & MEMBERSHIP	PRI299	160415	RECORDS TRAINING/COLEMAN	195.00	
79	01-07-60-6020	TRAINING & MEMBERSHIP	TRA2090	16/03	MARCH SEARCHES	25.75	
80	01-07-60-6021	UNIFORMS	COMSTOCK	160420	REIMBURSEPLATE CARRIER;HANGE	78.06	
81	01-07-60-6021	UNIFORMS	DAR325	158345	FF GEAR/RAPP;BEHLAN;CONRAD;C	9,284.00	
82	01-07-60-6021	UNIFORMS	LAN217	6018235	2 SHIRTS/DRAKE	91.90	
83	01-07-60-6021	UNIFORMS	OHE1070	1620037	ACADEMY CLOTHING/NIEWOLD	572.60	
84	01-07-60-6021	UNIFORMS	OHE1070	1620247	PANTS;BOOTS;GLOVES/IRIZARRY	541.88	
85	01-07-60-6021	UNIFORMS	OHE1070	1620711	CREDIT:PANTS/NIEWOLD		9.95
86	01-07-60-6021	UNIFORMS	OHE1070	1620712	SHIRT/NIEWOLD	18.99	
87	01-07-60-6021	UNIFORMS	OHE1070	1620713	SWEATPANTS/NIEWOLD	11.95	
88	01-07-60-6021	UNIFORMS	OHE1070	1621253	VEST;ETC/WESSENDORF	131.95	
89	01-07-60-6021	UNIFORMS	OHE1070	1622812	SAFE/WESSENDORF	79.99	
90	01-07-60-6021	UNIFORMS	OHE1070	1623053	SHIRTS;BELT;SHORTS/STRASSER	175.88	
91	01-07-60-6021	UNIFORMS	OHE1070	1692288	SHOES/LJUBENKO	119.95	
92	01-07-60-6021	UNIFORMS	WESSENDO	160420	REIMBURSE FOR FLASHLIGHT	104.38	
93	01-07-61-6100	TOOLS & SUPPLIES	CAR7341	3767	REFILLS	483.92	
94	01-07-61-6100	TOOLS & SUPPLIES	COM3001	0004191-16/05	4-16/5-15	85.18	
95	01-07-61-6100	TOOLS & SUPPLIES	FIR/PD	160407	LOCK;KEYS:GLOBAL INDUSTR	18.84	
96	01-07-61-6100	TOOLS & SUPPLIES	SIR100	248103	HINGE LIFTERS;CONTAINER;TAPE	298.83	
97	01-07-61-6100	TOOLS & SUPPLIES	STA8368	8038835461	MISC OFFICE SUPPLIES	375.37	
98	01-07-61-6101	PRINTING,POSTAGE, & STATIONE	PET4521	69740	250 PEDESTRIAN STOP CARDS	172.70	
99	01-07-61-6101	PRINTING,POSTAGE, & STATIONE	USP	160419	REIMBURSE POSTAGE METER	1,140.81	
100	01-07-61-6102	GAS & OIL	BP7088	47177529	APR GAS/FUEL CHARGES	35.40	
101	01-07-62-6210	TELEPHONE FEES	ATT	16/708579068704	APR 3 LINE SYS:579-0687	310.79	
102	01-07-62-6210	TELEPHONE FEES	ATT	16/708579108504	APR FAX LINE 579-1085	113.15	
103	01-07-62-6210	TELEPHONE FEES	ATT	16/708579139404	APR INVEST FAX LINE 579-1394	119.19	
104	01-07-62-6210	TELEPHONE FEES	ATT	16/708579230001	JAN CENTREX SYS:579-2300(EST	980.00	
105	01-07-62-6210	TELEPHONE FEES	ATT	16/708579230002	FEB CENTREX SYS:579-2300(EST	980.00	
106	01-07-62-6210	TELEPHONE FEES	ATT	16/708579230004	APR CENTREX SYS:579-2300(EST	980.00	
107	01-07-62-6210	TELEPHONE FEES	VER2550	9763239673	3-5/4-4 CELLS	516.22	
108	01-07-62-6220	MTCE-EQUIPMENT	AIS1815	54691	AR IT CHARGES	831.25	
109	01-07-62-6220	MTCE-EQUIPMENT	AIS1815	54691	FS02 REPLACEMENT	1,211.25	
110	01-07-62-6220	MTCE-EQUIPMENT	BRO9545	16/03	MARCH VEHICLE WASHES	230.00	
111	01-07-62-6220	MTCE-EQUIPMENT	CDS612	995525	ARBITRATOR MIC & BATTERY	385.00	
112	01-07-62-6220	MTCE-EQUIPMENT	FUL5550	16/03	MARCH WASHES	34.00	
113	01-07-62-6220	MTCE-EQUIPMENT	HAV5501	461725	OIL CHANGE/#522	34.61	
114	01-07-62-6220	MTCE-EQUIPMENT	HAV5501	462884	OIL CHANGE/#523	34.61	

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ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
GENERAL FUND							
115	01-07-62-6220	MTCE-EQUIPMENT	SON9665	179450	RADIATOR;ANTI FREEZE;FILTR/5	859.24	
116	01-07-62-6240	ANIMAL CONTROL	HIN22	160414	JAN-MAR STRAYS	60.00	
117	01-07-62-6241	PRISONER MEALS	SWA9500	8005	BLANKETS	25.00	
118	01-09-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	301401	APR BROKERAGE/CONSULT FEE	518.84	
119	01-09-60-6020	TRAINING & MEMBERSHIP	FIR/FD	160312	IAFC CONF REGISTRATION/GAY	495.00	
120	01-09-60-6021	UNIFORMS	DAR325	164203	FF GEAR/BARAJAS	2,422.00	
121	01-09-60-6021	UNIFORMS	DAR6697	17238198	GLOVES/BARAJAS	68.00	
122	01-09-60-6021	UNIFORMS	DAR6697	17238199	BOOTS/BARAJAS	332.00	
123	01-09-60-6021	UNIFORMS	FIR245	15684	STATION CLOTHING/FF BARAJAS	586.55	
124	01-09-60-6021	UNIFORMS	FIR245	15739	JACKETS;JOB SHIRTS	5,100.00	
125	01-09-61-6100	TOOLS & SUPPLIES	ARA2525	2080510706	MOP & MAT SERVICE	30.39	
126	01-09-61-6100	TOOLS & SUPPLIES	CAB4559	55235	CLEANING SUPPLIES	521.86	
127	01-09-61-6100	TOOLS & SUPPLIES	GRA8015	9081455074	HYDRANT BAG FOR CO1111	101.45	
128	01-09-61-6100	TOOLS & SUPPLIES	HOR60	174830	DECK WASH	3.99	
129	01-09-61-6100	TOOLS & SUPPLIES	HOR60	174847	PUTTY KNIFE;SCRAPER	11.29	
130	01-09-61-6100	TOOLS & SUPPLIES	HOR60	174876	PAINT THINNER;ANT TRAPS	21.98	
131	01-09-61-6100	TOOLS & SUPPLIES	OFF8804	831941478001	GREEN BINDER	12.34	
132	01-09-61-6100	TOOLS & SUPPLIES	OFF8804	831941597001	PURPLE BINDER	6.64	
133	01-09-61-6100	TOOLS & SUPPLIES	OFF8804	831941598001	DIVIDERS;VOID STAMP	37.01	
134	01-09-61-6100	TOOLS & SUPPLIES	WIN6714	0792900	VEHICLE WASH BRUSHES	173.70	
135	01-09-61-6101	PRINTING,POSTAGE, & STATIONE	USP	160419	REIMBURSE POSTAGE METER	94.76	
136	01-09-62-6210	TELEPHONE FEES	ATT	16/708579230001	JAN CENTREX SYS:579-2300(EST	350.00	
137	01-09-62-6210	TELEPHONE FEES	ATT	16/708579230002	FEB CENTREX SYS:579-2300(EST	350.00	
138	01-09-62-6210	TELEPHONE FEES	ATT	16/708579974704	APR FAX/MODEM LINE 579-9747	207.86	
139	01-09-62-6210	TELEPHONE FEES	SPR4181	665512518-170	APR CALL SERVICE	126.98	
140	01-09-62-6220	MTCE-EQUIPMENT	AIR360	112319	BOTTLE RACK;CONNECT ADAPT;ET	1,318.20	
141	01-09-62-6220	MTCE-EQUIPMENT	AIS1815	54691	AR IT CHARGES	118.75	
142	01-09-62-6220	MTCE-EQUIPMENT	AM8623	375653	OIL DRY/CO1111	104.55	
143	01-09-62-6220	MTCE-EQUIPMENT	COU11	160413	SAFETY INSPECTION/CO1114	35.00	
144	01-09-62-6220	MTCE-EQUIPMENT	DMJ603	3374	REPAIR LIGHTS;HORN/CO1114	508.18	
145	01-09-62-6220	MTCE-EQUIPMENT	ESS941	4509	METERS/SENSOR REPLACEMENT	359.05	
146	01-09-62-6220	MTCE-EQUIPMENT	FLE649	65101	AUTO-EJECT COVER/CO1111	40.03	
147	01-09-62-6220	MTCE-EQUIPMENT	FRE8445	120832	EMERGENCY REPAIRS/CO1114	10,634.61	
148	01-09-62-6220	MTCE-EQUIPMENT	MIL3900	305866	REPLACE WASHING MACHINE TIME	277.92	
149	01-09-62-6220	MTCE-EQUIPMENT	MIL3900	LAG002	REPAIR WASHING MACHINE KNOB	297.52	
150	01-09-62-6250	FIRE PREVENTION	FIR/FD	11891103	250 CARABINER KEY TAGS/RINGS	189.17	
151	01-09-62-6253	EMERGENCY MED. SUPPLIES	STR9330	1905821	HOOK FOR STRETCHER	49.00	
152	01-10-62-6220	MTCE-EQUIPMENT	ATO3733	MA33526	HVAC MTC/1ST QTR/V HALL	1,032.50	

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GENERAL FUND							
153	01-10-62-6220	MTCE-EQUIPMENT	BIO2401	70192	GRAFFITI REMOVER	624.00	
154	01-10-62-6220	MTCE-EQUIPMENT	COL226	147806	INSPECT ELEV/VH	335.00	
155	01-10-62-6220	MTCE-EQUIPMENT	HOM1831	5310164	CREDIT/RETURNED MAILBOX		23.27
156	01-10-62-6220	MTCE-EQUIPMENT	HOM1831	5310165	MAILBOX POST/101 WAIOLA	10.17	
157	01-10-62-6220	MTCE-EQUIPMENT	HOM1831	6033701	MAILBOX/101 WAIOLA	23.27	
158	01-10-62-6220	MTCE-EQUIPMENT	ILL5691	2391957	ANTIFREEZ PROPYLENE/VH	313.25	
159	01-10-62-6220	MTCE-EQUIPMENT	ILL5691	2392223	SEAL KIT;PUMP GASKET/VH	58.16	
160	01-10-62-6220	MTCE-EQUIPMENT	ILL5691	2392224	ARMSTRONG BEARING ASSY/VH	363.15	
161	01-10-62-6220	MTCE-EQUIPMENT	LOR1150	60444	FLOW SWITCH;CLAMPS;FILTER;ET	503.90	
162	01-10-62-6221	MTCE-BUILDING	ARA2525	2080510705	MATS	32.69	
163	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	GRA8015	9074988198	REGULATOR KIT/FD WATER FOUNT	58.00	
164	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	LIC2818	14794650	COVERS;FRAMES;BRUSHES/FOUNTN	25.16	
165	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	NAT188	163057	FERTILIZER;CRABGRASS REDUCER	123.35	
166	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	PE4016	248	WINDOW CLEANING/BUS DEPOTS	40.00	
167	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	SHE1510	0281	CUSTOM PAINT/FOUNTAIN	122.58	
168	01-11-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	301401	APR BROKERAGE/CONSULT FEE	224.11	
169	01-11-60-6010	INSURANCE-HOSPITALIZATION	ILSP	160331	EMPL FINGERPRINTS/DPW	29.75	
170	01-11-60-6020	TRAINING & MEMBERSHIP	FIR/DPW	7001194095	AWWA CONF REG/GILLINGHAM	795.00	
171	01-11-60-6021	UNIFORMS	ARA2525	2080510828	4/8/16 UNIFORM SVC	59.13	
172	01-11-60-6021	UNIFORMS	ARA2525	2080520700	4/15/16 UNIFORM SVCS	59.13	
173	01-11-61-6101	PRINTING,POSTAGE, & STATIONE	USP	160419	REIMBURSE POSTAGE METER	154.15	
174	01-11-61-6102	GAS & OIL	BP7088	47177529	APR GAS/FUEL CHARGES	23.31	
175	01-11-62-6210	TELEPHONE FEES	ATT	16/708579230001	JAN CENTREX SYS:579-2300(EST	140.00	
176	01-11-62-6210	TELEPHONE FEES	ATT	16/708579230002	FEB CENTREX SYS:579-2300(EST	140.00	
177	01-11-62-6210	TELEPHONE FEES	ATT	16/708579230004	APR CENTREX SYS:579-2300(EST	350.00	
178	01-11-62-6210	TELEPHONE FEES	ATT	16/708579230004	APR CENTREX SYS:579-2300(EST	140.00	
179	01-11-62-6211	ELECTRIC FEES	COM6111	160407S/L	APR STREET LIGHTS	2,302.53	
180	01-11-62-6220	MTCE-EQUIPMENT	AIS1815	54691	AR IT CHARGES	427.50	
181	01-11-62-6220	MTCE-EQUIPMENT	CAT6298	6071898	HOSE;FITTINGS/#13	26.96	
182	01-11-62-6220	MTCE-EQUIPMENT	DRI4323	67617	INSTALL U-JOINTS/TRACKLESS	233.00	
183	01-11-62-6220	MTCE-EQUIPMENT	ILL5691	2392126	BALL VALVE;PVC ADAPT	68.49	
184	01-11-62-6220	MTCE-EQUIPMENT	KEE44	656537	WHEEL FOR GREASE GUN	12.51	
185	01-11-62-6223	MTCE-STREET LIGHTS	BRO8091	5242758	BALLAST KIT;QUAD BALLAST; ET	588.77	
186	01-11-62-6223	MTCE-STREET LIGHTS	JUL2800	160331	UTILITY LOCATES/SHARE	361.26	
187	01-11-62-6223	MTCE-STREET LIGHTS	PIN749	1753	REP CABLE ON FLASHER CROSSIN	2,060.21	
188	01-11-62-6223	MTCE-STREET LIGHTS	PIN749	26748	MTC SIGNALS/TILDEN;GILBERT	230.00	
189	01-11-62-6259	TREE REMOVAL/MISC	MID1514	41985	POLE SAW AND ACCESS	410.28	
190	01-11-62-6259	TREE REMOVAL/MISC	MID1514	42277	2 HOOKS FOR POLE SAWS	80.41	

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GENERAL FUND							
191	01-11-62-6259	TREE REMOVAL/MISC	NAT582	559152SI	GRASS SEED;SEED BLANKETS	732.00	
192	01-11-62-6259	TREE REMOVAL/MISC	TAM7500	0107902	4 LOADS TOP SOIL	1,200.00	
193	01-11-62-6264	STREET SIGNS/MARKERS	HEA6132	13169	YARD WASTE DISPOSAL	3,455.94	
194	01-11-62-6264	STREET SIGNS/MARKERS	TRA31	86094	REPL PANELS PEDEST SIGNS	390.00	
195	01-11-62-6264	STREET SIGNS/MARKERS	TRA31	86112	30" DEAD END SIGNS	88.70	
196	01-11-62-6265	SNOW/ICE CONTROL	CAR8439	2902786704	3 LOADS ROAD SALT	4,567.16	
197	01-12-68-6860	PUBLIC/EMPLOYEE RELATIONS	PHI524	0200384	FUNERAL ARRGMT/LJUBENKO FAM	70.90	
198	01-19-62-6230	PROFESSIONAL SERVICES	AIS1815	54691	AR IT CHARGES	831.25	
199	01-19-62-6230	PROFESSIONAL SERVICES	ATT5014	144067880-16/04	APR BACK-UP INTERNET SVC	69.00	
200	01-19-62-6230	PROFESSIONAL SERVICES	COM3001	0017078-16/05	MAY HIGH SPEED INTERNET/DPW	134.90	
201	01-19-62-6230	PROFESSIONAL SERVICES	COM3001	005420-16/05	MAY CABLE SVC/VH	12.65	
202	01-19-62-6230	PROFESSIONAL SERVICES	COM3001	0130848-16/04	APR HIGH SPEED INTERNET	159.35	
203	01-19-62-6230	PROFESSIONAL SERVICES	COM3001	0130871-16/04	APR HIGH SPEED INTERNET	159.35	
204	01-19-62-6283	CLAIMS - POLICE	IRMA	160331	CLAIMS/PD: 2-19-16	627.34	
205	01-19-62-6283	CLAIMS - POLICE	IRMA	160331	CLAIMS/PD: 7-6-15	207.66	
206	01-19-62-6284	CLAIMS - FIRE	PER2211	015494	REPAIR DAMAGES/CO1112	3,030.34	
207	01-19-62-6286	CLAIMS - PUBLIC WORKS	IRMA	160331	CLAIMS/DPW: 2-2-16	162.84	
208	01-19-62-6286	CLAIMS - PUBLIC WORKS	IRMA	160331	CLAIMS/DPW: 2-1-16	313.79	
209	01-19-62-6286	CLAIMS - PUBLIC WORKS	IRMA	160331	CLAIMS/DPW: 3-8-16	79.50	
210	01-19-62-6286	CLAIMS - PUBLIC WORKS	IRMA	160331	CLAIMS/DPW: 3-9-16	268.04	
211	01-19-68-6860	PUBLIC/EMPLOYEE RELATIONS	TRUSNER	160330	10 YR EMPLOYEE SVC AWARD	100.00	
212	01-00-00-1010	CASH-FNBLG-CHECKING			ACCOUNTS PAYABLE OFFSET		128,973.32
FOREIGN FIRE INSURANCE TAX FUN							
213	22-00-66-6600	NEW EQUIPMENT	COM3001	0004183-16/05	MAY CABLE SERVICE/FD	109.89	
214	22-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		109.89
ETSB FUND							
215	24-00-60-6010	HEALTH INS.-CONSOLIDATED DIS	HUB1517	301401	APR BROKERAGE/CONSULT FEE	31.43	
216	24-00-62-6210	TELEPHONE	VER2550	9763568299	SQUADS 3-11/4-10	226.68	
217	24-00-62-6220	MTCE-EQUIPMENT	JL875	89299G	ADJUST TRANSMIT LEVEL	315.00	
218	24-00-62-6220	MTCE-EQUIPMENT	MIN500	259925	REPL ANTENNA ON RADIO	67.25	
219	24-00-66-6601	NEW EQUIP.-CONSOLIDATED DISP	TYL840	048772	MILESTONE BILLING	7,809.00	
220	24-00-66-6601	NEW EQUIP.-CONSOLIDATED DISP	WOL110	49141	DISPATCH REMODEL PH I DESIGN	8,423.31	
221	24-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		16,872.67

DRUG ENFORCEMENT FUND

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DRUG ENFORCEMENT FUND							
222	27-00-68-6899	MISCELLANEOUS EXPENDITURES	MUN7330	12177	MAR	650.00	
223	27-00-20-2001	DUE TO/FRM GENERAL FUND			ACCOUNTS PAYABLE OFFSET		650.00
CAPITAL PROJECTS FUND							
224	40-00-66-6619	POLICE/FIRE ROOF REPLACEMENT	SHA250	1172010	BID NTC:PD-FD ROOF REPLACEME	90.24	
225	40-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		90.24
WATER FUND							
226	50-00-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	301401	APR BROKERAGE/CONSULT FEE	294.74	
227	50-00-60-6020	TRAINING & MEMBERSHIP	FIR/DPW	7001194101	AWWA CONF REG/BOJOVIC	795.00	
228	50-00-60-6021	UNIFORMS	ARA2525	2080510828	4/8/16 UNIFORM SVC	41.74	
229	50-00-60-6021	UNIFORMS	ARA2525	2080520700	4/15/16 UNIFORM SVCS	41.74	
230	50-00-61-6101	PRINTING,POSTAGE, & STATIONE	USP	160419	REIMBURSE POSTAGE METER	867.06	
231	50-00-62-6210	TELEPHONE	ATT	16/708579230001	JAN CENTREX SYS:579-2300(EST	297.50	
232	50-00-62-6210	TELEPHONE	ATT	16/708579230002	FEB CENTREX SYS:579-2300(EST	297.50	
233	50-00-62-6210	TELEPHONE	ATT	16/708579230004	APR CENTREX SYS:579-2300(EST	297.50	
234	50-00-62-6220	MAINTENANCE - WATER	JUL2800	160331	UTILITY LOCATES/SHARE	361.25	
235	50-00-62-6230	PROFESSIONAL SERVICES	MGP701	2959	MAR 2016 GIS CONSORTIUM	2,284.14	
236	50-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		5,578.17
PARKING FUND							
237	51-00-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	301401	APR BROKERAGE/CONSULT FEE	55.11	
238	51-00-61-6101	PRINTING,POSTAGE, & STATIONE	USP	160419	REIMBURSE POSTAGE METER	443.72	
239	51-00-62-6210	TELEPHONE	ATT	16/708579263104	APR GAR/ELEV SEC LINE 579-26	207.86	
240	51-00-62-6211	ELECTRIC FEES	COM6111	160407S/L	APR PARKING LOT LIGHTS	851.62	
241	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	ARA2525	2080510828	FLOOR MATS/TRAIN STN	13.76	
242	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	ARA2525	2080520700	FLOOR MATS/TRAIN STN	13.76	
243	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	PE4016	247	WINDOW CLEANING/TRAIN STN	129.00	
244	51-00-62-6280	MTCE. PARKING GARAGE	ALL520	2	REPAIR PARKING DECK MEMBRANE	8,400.00	
245	51-00-62-6280	MTCE. PARKING GARAGE	ARA2525	2080510828	FLOOR MATS/PARKING DECK	6.88	
246	51-00-62-6280	MTCE. PARKING GARAGE	ARA2525	2080520700	FLOOR MATS/PARKING DECK	6.88	
247	51-00-62-6280	MTCE. PARKING GARAGE	COL226	147806	INSPECT ELEV/PARKING DECK	335.00	
248	51-00-62-6280	MTCE. PARKING GARAGE	KLI309	53503	DOOR CLOSER/PARKING DECK	369.60	
249	51-00-62-6280	MTCE. PARKING GARAGE	LGL5546	12145	LOCKS;KNOBS;CLOSERS/DECK	306.00	
250	51-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		11,139.19

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EQUIPMENT REPLACEMENT FUND							
251	60-00-66-6615	EQUIP REPLACEMT-FIRE	FLE649	65313	LIGHT BAR;SIREN;ETC FOR F250	4,077.59	
252	60-00-66-6616	EQUIP REPLACEMT-PUBLIC WORKS	MAR1840	E06374	2016 HYUNDAI FRONT END LOADE	48,520.00	
253	60-00-66-6617	EQUIP REPLACEMT-WATER	MAR1840	E06374	2016 HYUNDAI FRONT END LOADE	48,520.00	
254	60-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		101,117.59
SEWER FUND							
255	80-00-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	301401	APR BROKERAGE/CONSULT FEE	62.87	
256	80-00-60-6021	UNIFORMS	ARA2525	2080510828	4/8/16 UNIFORM SVC	10.43	
257	80-00-60-6021	UNIFORMS	ARA2525	2080520700	4/15/16 UNIFORM SVCS	10.43	
258	80-00-62-6210	TELEPHONE	ATT	16/708579230001	JAN CENTREX SYS:579-2300(EST	140.00	
259	80-00-62-6210	TELEPHONE	ATT	16/708579230002	FEB CENTREX SYS:579-2300(EST	140.00	
260	80-00-62-6210	TELEPHONE	ATT	16/708579230004	APR CENTREX SYS:579-2300(EST	140.00	
261	80-00-62-6220	MTCE-EQUIPMENT	CAT6298	6071898	HOSE;FITTINGS/#13	26.95	
262	80-00-62-6220	MTCE-EQUIPMENT	KIE75	217075	OFFSET CONE;CONCR ADJ RING	439.50	
263	80-00-62-6224	MTCE-MANHOLE/SEWERS	JUL2800	160331	UTILITY LOCATES/SHARE	361.25	
264	80-00-62-6230	PROFESSIONAL SERVICES	MGP701	2959	MAR 2016 GIS CONSORTIUM	978.91	
265	80-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		2,310.34
INTERFUND SUMMARY							
266	01-00-20-2022	DUE T/F FOREIGN FIRE INSURAN			ACCTS PAYABLE INTERFUND OFFS	109.89	
267	01-00-20-2024	DUE T/F ETSB			ACCTS PAYABLE INTERFUND OFFS	16,872.67	
268	01-00-20-2027	DUE TO/FRM ASSET FORFEITURE			ACCTS PAYABLE INTERFUND OFFS	650.00	
269	01-00-20-2040	DUE T/F CAPITAL PROJECTS			ACCTS PAYABLE INTERFUND OFFS	90.24	
270	01-00-20-2050	DUE T/F WATER			ACCTS PAYABLE INTERFUND OFFS	5,578.17	
271	01-00-20-2051	DUE T/F PARKING METER			ACCTS PAYABLE INTERFUND OFFS	11,139.19	
272	01-00-20-2060	DUE T/F EQUIPMENT REPLACEMEN			ACCTS PAYABLE INTERFUND OFFS	101,117.59	
273	01-00-20-2080	DUE T/F SEWER			ACCTS PAYABLE INTERFUND OFFS	2,310.34	
274	01-00-00-1010	CASH-FNBLG-CHECKING			ACCTS PAYABLE INTERFUND OFFS		137,868.09
					TOTALS:	404,742.72	404,742.72

MINUTES

VILLAGE OF LA GRANGE

PUBLIC HEARING AND BOARD OF TRUSTEES REGULAR MEETING

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

Monday, April 11, 2016 - 7:30 p.m.

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

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

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

ABSENT: Trustee Arnett

OTHERS: Village Manager Robert Pilipiszyn
Assistant Village Manager Andrianna Peterson
Village Attorney Mark Burkland
Finance Director Lou Cipparrone
Public Works Director Ryan Gillingham
Police Chief Renee Strasser
Fire Chief Don Gay
Assistant Community Development Director Angela Mesaros
Executive Assistant Erica Stewart

2. PUBLIC HEARING – FY 2016-17 Operating and Capital Improvements Budget: Referred to President Livingston

President Livingston explained the budget development process and indicated that notice of this Public Hearing had been posted and published according to State Statute. Copies of the proposed budget document have been available for inspection at the Village Hall, the La Grange Public Library as well as posted on the Village website. President Livingston noted the public hearing represents the conclusion of the process by which public input has been solicited throughout the development of the budget document.

With no additional oral or written comments, President Livingston closed the public hearing. The regular Village Board meeting was convened, with the same Village Officials as the Public Hearing being in attendance.

The Village Clerk led the audience in reciting the pledge of allegiance.

3. PRESIDENT'S REPORT

A. Oath of Office – Police Officer Taylor Falls

President Livingston introduced the background of Taylor Falls who has been appointed by the Board of Fire and Police Commissioners to the position of probationary Police Officer. President Livingston invited Clerk John Burns to administer the Oath of Office to Police Officer Taylor Falls.

B. Oath of Office – Police Officer Kyle Niewold

President Livingston introduced the background of Kyle Niewold who has been appointed by the Board of Fire and Police Commissioners to the position of probationary Police Officer. President Livingston invited Clerk John Burns to administer the Oath of Office to Police Officer Kyle Niewold.

President Livingston acknowledged and welcomed Park District President Mary Ellen Penicook and Erica Stewart, new Executive Assistant for the Village.

President Livingston announced that the Village's Annual Water Quality Report for 2015 is available online and the Village continues to meet all EPA standard for water quality and testing.

The Village of La Grange was featured in the April 2016 issue of West Suburban Living Magazine and in the February 2016 issue of Chicago Magazine.

The BNSF has plans to replace Kensington Avenue railroad crossing tentatively beginning on Friday, April 22 through Friday, April 29 and the crossing will be closed during their work. He also announced that a bid opening for the 50th Street Storm Sewer Project was held last week. The low bid came in under budget and is in the process of being reviewed.

Com Ed will replace all existing electric meters in La Grange with Smart Meters starting this July. Residents will start to receive information in their April bills regarding the upcoming meter replacement program.

The Liquor Commission met earlier in the evening and will be recommending the creation of a new Class A-2 Liquor License for Armand's Victory Pizza, 26 S. La Grange Road, at the next Village Board Meeting.

The Village will be hosting a Prescription Drug Take Back Day with the Drug Enforcement Administration (DEA) to collect unwanted, unused, and expired

prescription drugs on Saturday, April 27, 2016 from 10:00 a.m.to 2:00 p.m. at the La Grange Police Department, located at 304 W. Burlington Avenue.

A regional Electronics Recycling Event will be held on Saturday, April 16 from 9 a.m. to 11:30 a.m. in Westchester. More information is available on the Village website.

The annual Hydrant Flushing Program has commenced and is expected to be completed by the end of May.

4. PUBLIC COMMENTS REGARDING AGENDA ITEMS

Mr. Harlan Hirt of 421 S. Spring Avenue, stated that it is in the interest of La Grange to retain the Park District land related to Item 6.A. on the Agenda as open space as consistent with the Comprehensive Plan.

Mr. Orlando Coryell of 115 S. Spring Avenue, asked the Village Board to table the vote until legal issues involving Park District land related to Item 6.A. on the Agenda are resolved.

Matthew Klein, representing uBreakiFix (Item 6.B.), stated that his proposed use will attract customers, contribute to the synergy with other retailers, and is a high sales tax generator with about 2/3 to 3/4 of revenue collected subject to sales tax.

Mr. Tom Byer expressed concerns regarding the Park District's authority to sell three parcels of land related to Item 6.A. on the Agenda, when he believes they only have the ability to sell two parcels.

Resident Mark Wohlberg stated that La Grange needs more open space and supports Mr. Byer's, Mr. Hirt's and Mr. Coryell's positions regarding the sale of Park District land related to Item 6.A.

5. OMNIBUS AGENDA AND VOTE

A. Ordinance- Zoning Text Amendment to Authorize Educational Tutoring Services in the C-1 Central Commercial District- Mathnasium: (Hanh Pham), 322 W. Burlington Avenue.

B. Award of Contract- Villa Venice Water Main Lining Project

C. Purchase- Replacement of Village Computer Server

D. Resolution- Budget Amendments for Fiscal Year Ending April 30, 2016.

E. Ordinance- Disposal of Surplus Property / Miscellaneous Personal Property (Police Department).

F. Consolidated Voucher 160328.

G. Consolidated Voucher 160411.

H. Minutes of the Village of La Grange Board of Trustees Special Meeting, Saturday, March 12, 2016- Budget Workshop.

I. Minutes of the Village of La Grange Board of Trustees Regular Meeting, Monday, March 14, 2016.

Trustee Holder asked for clarification regarding the replacement of the computer server. Finance Director Lou Cipparrone explained that the server upgrade is the first phase. The second phase will be to transfer the network to the fiber optic infrastructure to provide connectivity to other Village locations.

Trustee McCarty inquired whether the text amendment regarding tutoring services in the C-1 District would apply to other commercial districts. President Livingston advised that it will be looked into at the staff level.

Trustee McCarty stated he will abstain from voting on Omnibus Agenda Item A but will vote on all other items. It was moved by Trustee Langan to approve items A, B, C, D, E. F. G. H and I of the Omnibus Agenda, seconded by Trustee McCarty.

Approved by 5 to 0 roll call vote:

Ayes: Trustees Holder, Kotynek, Kuchler, Langan and McCarty (abstained from Item A)
Nays: None
Absent: Trustee Arnett

6. CURRENT BUSINESS

A. Resolution- Approving the FY 2016-17 Operating and Capital Improvements Budget: *Referred to Trustee Kotynek.*

Trustee Kotynek reported that the budget is the Village's most important policy document as it sets forth the Village's spending priorities over the next five years and how those priorities will be funded. Numerous budget discussions were held over the past six months to develop the final budget document and five year financial plan. A public hearing was held earlier this evening to provide residents with an opportunity to comment on the proposed budget document.

He reported on several favorable aspects of the proposed budget including a projected surplus, the stabilization of General Fund revenues, and conservative budgeting approach. While these aspects are encouraging, the Village must maintain fiscal discipline as a result of the State budget impasse and potential impacts on local

government revenues. While the budget continues to be impacted by fiscal containment efforts, capital expenditures of approximately $11.6 million are budgeted in FY 2016-17.

President Livingston thanked the Board and staff for months of discussion and hard work towards developing a budget that reflects the Village's priorities and operational policies. He also thanked Director of Finance, Lou Cipparrone, for another award winning budget.

It was moved by Trustee Kotynek to adopt the Resolution approving the Fiscal Year 2017-17 Operating and Capital Improvements Budget, seconded by Trustee Langan.

Approved by roll call vote.

Ayes:	Trustees Holder, Kotynek, Kuchler, Langan, and McCarty
Nays:	None
Absent:	Trustee Arnett

B. Ordinance- Zoning Code Text Amendment to Authorize Mobile Phone Repair in the C-1 Central Commercial District, uBreakiFix, 72 S. La Grange Road: *Referred to Trustee Langan*

Trustee Langan introduced a request from uBreakiFix mobile phone repair shop to approve the business on the first floor of the building at 72 S. La Grange Road. The repair shop would include sales of mobile phone cases and other mobile phone and computer accessories. The proposed location of the repair shop is zoned in the C-1 Central Commercial District and core retail area.

A text amendment is required to authorize a mobile phone repair shop as electronic repair shops are not an authorized use in the commercial districts under the La Grange Zoning Code. The Plan Commission conducted a public hearing and voted 3 in favor and 2 opposed on a motion to recommend approval of the application. As such, the vote is deemed to be a recommendation to deny the application because a concurring vote of at least four Commissioners is required to recommend approval.

Trustees discussed the age of the code and that the Standard Industrial Classification (SIC) categories did not include the evolution of technology to include mobile phone repair; parking; square footage of the business; potential support of this business by other businesses; customer demand and sales tax generation.

Mr. Jeff Schwartz confirmed that a similar store operating in Geneva produces approximately 60% sales tax with similar square footage. The business will repair phones and other electronics as well as sell related products.

It was moved by Trustee Langan to approve an Ordinance approving a Zoning Code Text Amendment to Authorize Mobile Phone Repair in the C-1 Central Commercial District, uBreakiFix, 72 S. La Grange Road, seconded by Trustee Holder.

Approved by a roll call vote.

Ayes:	Trustees Holder, Kotynek, Kuchler, Langan, and McCarty
Nays:	None
Absent:	Trustee Arnett

C. Ordinance- (1) Zoning Map Amendment, (2) Special Use Permit, (3) Planned Development Concept/ Final Plan Approval, (4) Site Plan Approval and (5) Design Review Permit to Authorize an Assisted Living Facility with Memory Care, Zoning for Proposed Development, Pathway Development Partners, (Aspired Living of La Grange), 35 Shawmut Avenue: *Referred to Trustee Langan*

Trustee Langan reported that Pathway Development Partners, LLC, is the contract purchaser of a 2.82 acre northwest portion of Gordon Park currently used a passive park land. Pathway proposes to construct an assisted living and memory care facility on the subject property. The facility will consist of 116 units with a one-story 32 unit, memory care facility, a five story building with 84 assisted living units and outdoor spaces / parking lot.

Bob Helle from Pathway Development Partners, LLC, presented a power point for the Pathway Project. Pathway will offer apartments with kitchenettes and full services such as food, wellness services and activities for the residents. The facility will be licensed under IDPH and will employ 50 full time employees. The facility will not offer skilled care, but relationships with area nursing homes will be established.

Mr. Helle also introduced several other individuals who discussed engineering and planning related to the project including emergency access, extension of Shawmut Avenue, pedestrian access, landscape plan, stormwater requirements and utilities. Pathway Development Partners will also provide financial amenities for Village operations, access to the site, access to the Park, and streetscape enhancements which they are committed to maintaining.

Trustees asked questions related to clarification of the front and side yards; competition from similar facilities in the area; concerns regarding the building extending over the property at the front door; location of the fence; lot coverage; suitability of the use for the site; ongoing maintenance; ambulance / fire access; parking; green space; traffic flow; and data used to determine public participation.

It was moved by Trustee Langan to approve an Ordinance for a (1) Zoning Map Amendment, (2) Special Use Permit, (3) Planned Development Concept / Final Plan Approval, (4) Site Plan Approval and (5) Design Review Permit to Authorize an Assisted Living Facility with Memory Care, Zoning for Proposed Development, Pathway Development Partners (Aspired Living of La Grange), 35 Shawmut Avenue, seconded by Trustee Holder.

Approved by a roll call vote:

Ayes: Trustees Holder, Kotynek, Kuchler, Langan and McCarty
Nays: None
Absent: Trustee Arnett

7. MANAGER'S REPORT

None.

8. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA

Lara Taylor of 118 S. Park, representing Neighbors for North Campus Safety, thanked the Village Board for taking the group's concerns seriously and noted the newly placed stop signs have immensely increased pedestrian safety. Ms. Taylor voiced concerns about school buses continuing to use Village streets after 4:00 p.m. and on the weekends. Ms. Taylor asked the Village Board to encourage LTHS to adopt the recommendations in the KLOA traffic study related to the use of the LTHS parking lot; use of traffic aids before and after school, and installation of signage on Park Road stating "no parking any time on entire block."

President Livingston thanked Ms. Taylor and School District 204 for the partnership.

Resident Orlando Coryell commented on the loss of value on the east side of 141 N. La Grange Road. He also stated the Lyons Township High School has empty property on Cossitt Avenue and should build parking area for buses.

9. TRUSTEE COMMENTS

None.

10. CLOSED SESSION

None.

11. ADJOURNMENT

At 9:52 p.m. Trustee Kotynek moved to adjourn, seconded by Trustee Holder. Motion approved by voice vote.

_____

Thomas E. Livingston, Village President

ATTEST:

_____

John Burns, Village Clerk

Approved Date:

CURRENT BUSINESS

VILLAGE OF LA GRANGE
Community Development Department

BOARD REPORT

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

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

DATE April 25, 2016

RE: **SPECIAL EVENT - LA GRANGE BUSINESS ASSOCIATION "AHHH! LA GRANGE" CARNIVAL**

The La Grange Business Association has presented the attached request for approval of their annual "A*hhh! La Grange*" Carnival which is scheduled to commence on June 3rd.

The *"Ahhh! La Grange"* Carnival, as conducted in the past, is to be held the weekend of the Pet Parade, June 3 – June 5, 2016. The carnival will be held on Harris Avenue between La Grange Road and Ashland Avenue. This location is identical to the one used in recent years. It has been very effective and has resulted in a clear and open midway for fun and enjoyment by all. The requested hours of operation are as follows:

DAY/ACTIVITY	REQUESTED HOURS
Friday, June 3 - Carnival	5:00 p.m. to 10:00 p.m.
Saturday, June 4 - Carnival	12:00 p.m. to 10:00 p.m.
Sunday, June 5 - Carnival	12:00 p.m. to 7:00 p.m.

The La Grange Business Association is requesting the authorization to sell beer and wine during this event. This will be provided by a licensed, local caterer. The La Grange Business Association has demonstrated that they have responsibly managed the sale and service of alcohol during this event.

The La Grange Business Association is also requesting the use of Village Parking Lot 8 located at Harris and Madison Avenue. This lot will be utilized by local restaurant vendors for an enhanced weekend experience.

We are supportive of the efforts and success of past years' events and recommend approval of the request for the "Ahhh! La Grange" Carnival subject to the following conditions:

1. That all licenses, permits, hold harmless, and insurance coverages be obtained to the satisfaction of the Village;

2. That all suitable control over the sale of beer and wine be imposed subject to the approval of the Liquor Commissioner;

3. That LGBA representatives notify all affected businesses of the pending event no less than two weeks prior to setup. (The La Grange Business Association advises that they have already coordinated with Cossitt School administration);

4. That the carnival setup crew will leave an approximate 10 foot travel lane along the south parking lane of Harris Avenue and the west side of Madison Avenue open for Thursday, June 2nd, and Friday, June 3rd, to allow for the pick-up and drop-off of children during school hours;

5. That the organizers meet and maintain contact with staff of all related Departments in the Village to determine specifics of the operation and set-up of the event;

6. That the Village maintains final approval of sites, security, parking and utility plans;

7. That all costs incurred by the Village be billed to the La Grange Business Association.

If you concur with this request, the Village Board will need to formally approve the temporary closure of Harris Avenue from La Grange Road to Ashland Avenue; waive restrictions which prohibit the consumption of alcohol on the public way; waive restrictions for the outdoor display and sale of goods and services in the C-1 Zoning District; and approve carnival rides as a Temporary Use.

Separately, the Liquor Commissioner will be asked to grant permission to the LGBA to sell alcohol during this special event and could impose any additional restrictions deemed appropriate.

It is our recommendation the "Ahhh! La Grange" Carnival be approved as described herein, subject to the above conditions.

Representatives from the La Grange Business Association will be in attendance at your meeting to answer any questions you may have.

April 15, 2016

Angela Mesaros
Community Development
53 South La Grange Road
La Grange, IL 60525

Dear Ms. Mesaros:
The La Grange Business Association is requesting approval from the Village of La Grange to have our annual Ahhh! La Grange Carnival. Below you will find a synopsis of the event and the resources needed from the village. The current LGBA Board has been working tirelessly on enhancing current events and creating marketing opportunities for businesses to maintain a thriving business district. We are grateful and appreciative of the partnership we have with the Village and the priority you place on making the business district successful.

Ahhh! LA GRANGE CARNIVAL June 3rd – June 5th , 2016, Peggy Maglaris Kopley, Chairman

Date/Hours of Operation
June 2, 2016 – Carnival set up 7am
June 3, 2016 – Carnival opens 5:00pm - 10:00pm
June 4, 2016 – Carnival opens Noon - 10:00pm
June 5, 2016 – Carnival opens Noon-7:00pm
June 6, 2016 – Carnival breakdown complete by 6:00am

Logistics
-Harris Avenue between Ashland & La Grange Road
-Cossitt School parking lot for event parking beginning Friday at 6:00pm (Cossitt has approved and we have worked out details of traffic flow)
-Portable sinks, toilets and waste receptacles will be provided by licensed contractors
-The LGBA will notify businesses & the senior center of the impending event & all event details.

Village Services Requested
-The use of Harris Avenue between Ashland & La Grange Road Thursday, June 2nd at 6:00am through Monday, June 6th at 6:00am.
-Police coverage for the hours of operation of the event, plus one half hour after closing for banking purposes.
-Assistance of the Dept. of Public Works to assist with road closures, street sweeping (including Cossitt lot)
-Inspection by the Fire Department of rides & general safety issues
-Inspection by the Community Development Department for health and sanitation for food service

Carnival
The carnival is intended to be a family event with thrill rides, adult rides, a large section of kid's rides & games. The carnival along with local LGBA member Restaurants will serve food and Palmer Place Catering will again provide beer and wine for sale at the event. Windy City Amusements will provide the carnival, food booths & games. We continue to have a strong relationship with Windy City, and they are familiar with our expectations and with all Village ordinances necessary for them to operate a successful carnival.

Thank you again for your continued partnership and please do not hesitate to call me with questions at 708-516-5082.

Sincerely,
Peggy Maglaris Kopley

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
Angela M. Mesaros, Assistant Community Development Director

DATE: April 25, 2016

RE: **ORDINANCE – ZONING CODE TEXT AMENDMENT TO AUTHORIZE FINANCIAL SERVICES ON THE FIRST FLOOR IN THE C-3 GENERAL SERVICE COMMERCIAL DISTRICT (LIMITED), (SDCO La Grange Crossing, Inc.), 1 North La Grange Road, Suites C-3 and D-E.**

Introduction

The applicant SDCO La Grange Crossing is the owner of the retail center at the southeast corner of La Grange Road and Ogden Avenue. "La Grange Crossing" was developed as a joint public-private partnership with the Village, using TIF District funds.

The retail center is zoned in the C-3 General Service Commercial District, and had a condition in the redevelopment agreement that first floor spaces are restricted primarily to retail uses. This condition was imposed so that the retail center would be limited to uses consistent with the core retail area of the C-1 Central Commercial District. When the redevelopment agreement expired in December 2009, the Village adopted amendments to the Zoning Code to limit the permitted uses in this area (called "C-3 District (Limited)"). The limitations are consistent with those established in the redevelopment agreement.

1 North La Grange Road

One of the major retailers in the retail center, Borders Books, closed its store in the two-story building at 1 North La Grange Road. Borders was the only tenant in that building. The then-owner of the property tried to lease the building to a single tenant, but was unsuccessful. The building then was divided into six separate spaces—three spaces on each floor.

The current first floor tenants include AT&T retail and Great Clips. The single vacant first floor space is at the south east corner of the building. According to the property manager, the spaces that do not front on La Grange Road or Ogden Avenue have been difficult to lease and have had prolonged vacancies during the past five years.

Union Bank and Other Non-Retail Uses

Recently Union Bank, a high end traditional bank currently opening branches in the Chicago area, has expressed interest in the vacant first floor space at 1 North La Grange Road. Financial institutions are not authorized on the first floor in the C-3 District (Limited). An amendment to the permitted use list in the C-3 District (Limited) is required to authorize Union Bank.

In addition to the bank, the applicant has asked the Village to authorize other non-retail uses on the first floor of the buildings throughout the retail center. The applicant states that it has had inquiries from non-retail businesses about first floor space. The applicant proposes the following additional uses: security and exchange brokers, insurance, real estate, investment offices, medical and dental offices, photographic studios, interior decorating services with retail displays, and travel and tour agencies.

Plan Commission Proceedings

The Plan Commission conducted a public hearing on the request for the adding the non-retail first floor uses on April 12, 2016 (see Findings of Fact attached). At the hearing, the Plan Commission discussed the appropriateness of finance, service, and transportation uses on the first floor within La Grange Crossing. The Plan Commission focused on spaces that do not front on either La Grange Road or Ogden Avenue. Commissioners recommended a limitation on the size of the non-retail space to a maximum of 3,100 square feet, which is the size of the space requested by Union Bank combined with the adjacent Great Clips' space (which faces south).

After discussion the Plan Commission voted 4 in favor and 1 opposed on a motion to recommend approval of adding financial institutions to the permitted use list in the C-3 District (Limited). The Plan Commission determined not to consider any of the other requested non-retail uses, determining that it was appropriate at this time to consider only the Union Bank request. The Commissioners voting in favor of the motion stated that the proposed bank use will help with the issue of filling a first-floor space that cannot be seen from either La Grange Road or Ogden Avenue and has been vacant for several years.

The Plan Commission recommended and the applicant agreed to the following conditions, including:

- The first-floor use should be limited to no larger than 3,100 gross square feet.
- The use should not be located in any storefront with frontage on La Grange Road or Ogden Avenue.
- The tenant should pay the Village a fee in lieu of sales taxes based on a calculation of retail sales tax per square foot.
- The tenant would not include a drive-through facility.

In separate motions, the Plan Commission voted to recommend denial of the other non-retail uses requested by the applicant, including real estate offices, insurance services, investment offices,

photographic studios, medical and dental offices/clinics, and tour operators. The reasons for denial expressed by the Commissioners were that the inability to rent this space may be a temporary issue that could soon change with new residents in the Uptown La Grange development, that the issue may be resolved with lower rents, and that spaces are visible from the BNSF Railroad and vehicles northbound on La Grange Road.

If the Village Board determines to amend the Zoning Code as recommended by the Plan Commission to add financial institutions as a permitted use in the C-3 District (Limited), then the following motion would be in order:

> Motion to approve "*An Ordinance Amending Section 5-102 of the La Grange Zoning Code to Authorize Depository and Nondepository Credit Institutions in the C-3 General Service Commercial District (Limited).*"

Staff has prepared the attached ordinance amending the Zoning Code for your consideration.

If the Village Board desires to include additional non-retail uses not recommended by the Plan Commission at this time, then the ordinance can be revised to add those additional uses.

No motion is required to deny the additional uses that are not included in the ordinance.

VILLAGE OF LA GRANGE

ORDINANCE NO. O-16-_____

AN ORDINANCE AMENDING SECTION 5-102
OF THE LA GRANGE ZONING CODE
TO AUTHORIZE DEPOSITORY AND NONDEPOSITORY CREDIT INSTITUTIONS
IN THE C-3 GENERAL SERVICE COMMERCIAL DISTRICT (LIMITED)

WHEREAS, SDC La Grange Crossing, Inc. (the "*Applicant*") filed an application for approval of a text amendment to the La Grange Zoning Code to authorize additions to the permitted use list (the "*Application*") in the C-3 General Service Commercial District (Limited); and

WHEREAS, the Applicant proposes to rent space to a bank in the C-3 District (Limited); and

WHEREAS, the La Grange Plan Commission, after proper public notice, held a public hearing on April 12, 2016, on the Application and thereafter forwarded its Findings and Recommendation to the President and Board of Trustees of the Village of La Grange; and

WHEREAS, at the public hearing, the Plan Commission thoroughly considered all of the facts and circumstances related to the requested text amendment; and

WHEREAS, the President and Board of Trustees have reviewed the Findings and Recommendations of the Plan Commission and the facts and circumstances related to the proposed text amendment, and the President and Board of Trustees have determined that the amendment approved by this Ordinance satisfies the standards set forth in Section 14-605 of the Zoning Code applicable to amendments to the text of the Zoning Code;

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

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

Section 2. Amendment of Zoning Code Subsection 5-102D Relating to Commercial Use Lists. Subsection 5-102D of the La Grange Zoning Code is hereby amended by adding to Subsection 5-102D the following uses, in proper numerical order and listed in the C-3 General Service Commercial District (Limited):

> Depository and Nondepository Credit Institutions (SIC #60-61) but not including drive-in establishments or automatic tell machines, except automatic teller machines attached to the principal structure on the lot; and Security and

Commodity Brokers, Dealers Exchanges, and Services (62), subject to the following conditions: (a) the use may not exceed 3,100 square feet of gross floor area on the first floor, (b) the use may be located only in a storefront with no frontage on La Grange Road or Ogden Avenue in the C-3 General Service Commercial District (Limited), and (c) the user licensee must pay the Village a fee in lieu of sales taxes based on the amount of retail sales tax per square foot.

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

PASSED this _____ day of _____ 2016.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this _____ day of _____ 2016.

_____
Thomas Livingston, Village President

ATTEST:

_____
John Burns, Village Clerk

FINDINGS OF FACT

PLAN COMMISSION

OF THE VILLAGE OF LA GRANGE

President Livingston and
Board of Trustees

April 12, 2016

RE: PLAN COMMISSION CASE #229 Amendments to the Village of La Grange Zoning Code Article V, Section 5-102 to allow for financial services and other complimentary uses in first floor spaces with no frontage on La Grange Road within the C-3 Limited General Service Commercial District, (SDCO La Grange Crossing, Inc.), 1 N. La Grange Road, Suites C-3 to D-E.

We transmit for your consideration the recommendations of the Plan Commission of the Village of La Grange for proposed amendments to the text of the Zoning Code to authorize service uses on application by SDCO, La Grange Crossing, Inc., 1 North La Grange Road Suites C-3 to D-E.

I. THE APPLICATION

The Applicant, SDCO La Grange Crossing, Inc. seeks amendments to the text of the zoning code in order to authorize finance, insurance, real estate, certain other services and tour operators within the C-3 Limited General Service Commercial District at the property at 1 N. La Grange Road Suites C-3 to D-E.

II. THE PUBLIC HEARING

After due notice given in accordance with law, the Plan Commission held a public hearing on April 12, 2016, in the La Grange Village Hall Auditorium. Present were Commissioners Paice, Reich, Weyrauch and Schwartz, with Chairman Kardatzke presiding. Also present were Assistant Community Development Director Angela M. Mesaros, Village Trustee Liaison Mark Langan and Village Clerk John Burns.

Chairman Kardatzke swore in Sarah Drumgold and Michelle Panovich, Mid-America Asset Management, Inc., representatives of the applicant SDCO La Grange Crossing, who presented the application and answered questions from the Commissioners:

- Ms. Drumgold, Mid-America has been working for 3 ½ years to lease the former Border's space at the La Grange Crossing shopping center. This space was divided into six retail spaces. They have had a lot of success with new tenants in most of the center. However the subject suites are challenging to rent, because they lack La Grange Road frontage. Briefly for three months, Orange Leaf yogurt was a tenant.

- Ms. Drumgold has spoken to approximately 150 retailers who will not consider the interior units of the shopping center. The applicant seeks an amendment to the code to allow Union Bank to be permitted in this space. It is a destination oriented business. The applicant has applied for amendments to consider a few different uses at this time as well.

Chairman Kardatzke solicited questions and comments from the Audience:

- There were no questions or comments from the Audience.

Chairman Kardatzke solicited questions from the Commissioners:

- Chairman Kardatzke asked about Union Bank. Answer: It is a higher end traditional bank out of San Francisco, CA with 400 locations across the country. A drive-through is not proposed. They are prepared to reimburse the Village with a predetermined payment amount in lieu of sales taxes.

- Commissioner Weyrauch asked why Union Bank chose La Grange. Answer: They have done their market research and La Grange scored very high. They are currently working on six deals in Chicago.

- Commissioner Paice asked about the size of the space. Answer: 2,124 square feet with the potential to combine space with Great Clips in the future for approximately 3,100 total square feet.

- Commissioner Reich asked about their timeline. Answer: Union Bank is ready to move in pending Village approval.

- Commissioner Schwartz asked about their experience with payment in lieu of sales taxes. Answer: they have done this at shopping centers in other suburban communities. The redevelopment agreement also had a similar arrangement with AT&T at its original location across the street.

- Commissioner Paice asked to quantify sales tax reimbursement in dollars. Answer: they estimate about $2.50/ft. annually, approximately $25,000 in five years. This is based on similar arrangements in Park Ridge, calculated per square foot averages.

- Commissioner Schwartz asked about other potential tenants not permitted by Code. Answer: Other categories of business inquiries include fitness facilities but they could not accommodate the parking. Union Bank does not need as much parking.

Chairman Kardatzke solicited comments from the commissioners.

- Commissioner Weyrauch stated that La Grange Crossing was built as a retail center. Yes, the corner location is challenging to see from the street address, but it is quite visible from the train tracks or sitting in a vehicle on La Grange Road.

- Commissioner Weyrauch stated that retail supports retail. If the Village starts to erode retail opportunities, we will start losing businesses. She does not believe that is what we want to do.

- Chairman Kardatzke agreed. He stated that on the other hand, retail is not coming here and this store is also not visible from Ogden Avenue.

- Commissioner Weyrauch stated that new residents will be moving into Uptown La Grange directly across Ogden Avenue within one year, which will increase foot traffic.

- Commissioner Schwartz asked about the history of this zoning designation. Ms. Mesaros explained the retail limitations in redevelopment agreement and subsequent text amendments to maintain retail on the ground floor after redevelopment agreement expired in 2009.

- Commissioner Paice asked if this could apply only to this particular tenant or had to be an amendment to the Code. Answer: an amendment to the Code, which would allow future financial institutions.

- Commissioner Schwartz asked if financial institutions are permitted on other side streets. Answer: west of Ashland in the C-2 district and south of 47th Street in the C-3 district, but not directly adjacent – properties between Sixth and Ashland are limited to mainly retail uses on the first floor.

There being no further questions or comments from the audience or the Commissioners, a motion was made by Commissioner Reich, seconded by Commissioner Weyrauch, that the Plan Commission recommend to the Village Board of Trustees DENIAL of the application for all of the proposed amendments to the text of the Zoning Code as outlined in the staff report dated April 12, 2016.

Chairman Kardatzke solicited comments from the commissioners prior to voting.

- Commissioner Paice stated that, given the time frame that this space has been available, it is fair to give Union Bank access to the space. However, he is uncomfortable with saying that it would forever have a change in zoning. He asked if the zoning could apply only for this particular use for a certain amount of time.

- Commissioner Schwartz asked how long the space has been vacant. Answer: approximately five years ago, since Borders moved out.

- Commissioner Weyrauch stated that the building was not subdivided properly and that was a personal business decision, and the Village should not have to figure out how to rent the space.

- Commissioner Schwartz stated that at this point, we are left with the space as it is. He does not have a hard time with the proposed bank because it is off of La Grange Road and he would like to see the space occupied.

- Commissioner Weyrauch stated that this has been vacant during a recession and it may be a temporary problem. The Village needs to decide if it is worth changing the code. In a previous case, the Village decided not to change the code to allow service uses on Calendar/Harris and now tenants occupy those spaces. If the rent is right, tenants will move in.

- Chairman Kardatzke stated that the Village Board recently allowed a service business (mobile phone repair) in the C-1 core retail district and a bank is already located across the street. He does not like the idea of changing the zoning for another service use; however he does not want to see the space remain empty.

- Commissioner Schwartz stated that he is inclined to vote no on this motion – he would rather vote on all the items independently.

Motion to DENY Failed by a roll call vote (4/1/2):

AYE	Reich.
NAY:	Paice, Schwartz, Weyrauch and Chairman Kardatzke.
ABSENT:	Stewart, Egan

BE IT THEREFORE RESOLVED that the Plan Commission failed to recommend to the Village Board of Trustees denial of the proposed amendments to the text of the Zoning Code in the C-3 Limited General Service Commercial District.

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A second motion was made by Commissioner Schwartz, seconded by Commissioner Paice, that the Plan Commission recommend to the Village Board of Trustees approval of the application for an amendment to the text of the Zoning Code as outlined in the staff report dated April 12, 2016, to Subsection 5-102D, Finance, to authorize depository and nondepository credit institutions (60-61) but not including drive-in establishments, security and commodity brokers, dealers exchanges and brokers (62) with the added condition that the Village consider a payment in lieu of sales taxes, and up to maximum 3,100 square feet on the first floor, only for properties with no frontage on La Grange Road or Ogden Avenue in the C-3 Limited General Service Commercial District.

Motion to APPROVE passed by a roll call vote (4/1/1):

AYE	Paice, Schwartz, Weyrauch and Chairman Kardatzke.
NAY:	Reich.
ABSENT:	Stewart, Egan.

BE IT THEREFORE RESOLVED that the Plan Commission recommend to the Village Board of Trustees granting an amendment to the text of the Zoning Code to authorize financial services with a payment in lieu of sales taxes, limited to maximum 3,100 square feet on the first floor, only for properties with no frontage on La Grange Road or Ogden Avenue in the C-3 Limited General Service Commercial District.

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A motion was made by Commissioner Weyrauch, seconded by Commissioner Reich, that the Plan Commission recommend to the Village Board of Trustees DENIAL of the application for an amendment to the text of the Zoning Code as outlined in the staff report dated April 12, 2016 to Subsection 5-102E, Services, to authorize photographic studios, portraits (722) and medical and dental offices and clinics (801-804) with no frontage on La Grange Road or Ogden Avenue in the C-3 Limited General Service Commercial District.

Motion to DENY passed by a roll call vote (5/0/2):

AYE	Paice, Reich, Schwartz, Weyrauch and Chairman Kardatzke.
NAY:	None.
ABSENT:	Stewart, Egan.

BE IT THEREFORE RESOLVED that the Plan Commission to recommend to the Village Board of Trustees denial of an amendment to the text of the Zoning Code to authorize photographic studios, portraits (722) and medical and dental offices and clinics (801-804) with no frontage on La Grange Road or Ogden Avenue in the C-3 Limited General Service Commercial District.

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A motion was made by Commissioner Schwartz, seconded by Commissioner Weyrauch, that the Plan Commission recommend to the Village Board of Trustees DENIAL of the application for an amendment to the text of the Zoning Code as outlined in the staff report dated April 12, 2016 to Subsection 5-102F, Transportation and Utility Services to add tour operators (4725) with no frontage on La Grange Road or Ogden Avenue in the C-3 Limited General Service Commercial District.

Motion to DENY passed by a roll call vote (5/0/2):

AYE	Paice, Reich, Schwartz, Weyrauch and Chairman Kardatzke.
NAY:	None.
ABSENT:	Stewart, Egan.

BE IT THEREFORE RESOLVED that the Plan Commission to recommend to the Village Board of Trustees denial of an amendment to the text of the Zoning Code to authorize tour operators (4725) with no frontage on La Grange Road or Ogden Avenue in the C-3 Limited General Service Commercial District.

Respectfully Submitted,

PLAN COMMISSION

OF THE VILLAGE OF LA GRANGE

Wayne Kardatzke

Wayne Kardatzke, Chairman

STAFF REPORT

PC Case #229

TO: Plan Commission

FROM: Angela M. Mesaros, Assistant Community Development Director

DATE: April 12, 2016

RE: **ZONING TEXT AMENDMENTS TO ALLOW CERTAIN NON-RETAIL USES IN FIRST FLOOR SPACES WITHIN THE C-3 GENERAL SERVICE COMMERCIAL DISTRICT, (SDCO La Grange Crossings, Inc.), 1 North La Grange Road, La Grange Rd. & Ogden Avenue Suites C-3 to D-E.**

I. BACKGROUND:

The Village examines its permitted and special uses lists in the zoning code from time to time. Most recently we have adopted comprehensive amendments to the commercial use lists in 2009. Also, with each prospective business that applies for a license and occupancy permit, Staff reviews the zoning code use list. If the particular use is not listed, the business is not permitted, and a business license cannot be issued.

La Grange Crossings at La Grange Road & Ogden Avenue was constructed as a joint public-private partnership. Although the underlying zoning remained C-3 General Service Commercial, as part of the development agreement the users of the first floor spaces were limited to mainly retail to keep consistent with the retail center. The uses permitted were similar to the core retail area of the C-1 Central Commercial District. When the development agreement expired in December 2009, the Village adopted amendments to the Zoning Code to limit the uses that are permitted within certain areas of the C-3 district (called the "C-3 Limited.") The limitations are consistent with those established in the redevelopment agreement.

Since that time, the Borders bookstore has vacated its two-story retail store within La Grange Crossings. The property owner tried to lease out the space as a single unit, but could not. Therefore, they subdivided the space into six separate businesses – three first floor spaces and three second floor spaces. Current tenancy includes AT&T retail and Smashburger on the first floor, and Massage Envy, ATI Physical Therapy on the second floor. According to the property manager, the spaces that do not have frontage on La Grange Road or Ogden Avenue have been difficult to lease and have had prolonged vacancies.

The owner, SDCO La Grange Crossings, has interest from a prospective tenant, Union Bank. Financial institutions are not permitted on the first floor in the C-3 Limited district. Therefore, an amendment to the Zoning Code is required to authorize financial institutions. At the same time, the applicant requests other non-retail uses be allowed in the spaces that do not have frontage on La Grange Road or Ogden Avenue for future tenants. Proposed uses include: financial institutions (depository and non-depository) but not including drive-in establishments, security and exchange

brokers, insurance, real estate, investment offices, medical and dental offices, photographic studios, interior decorating services with retail displays, and travel and tour agencies. Each requested use is discussed individually in the report below.

II. APPLICATION:

1. ZONING TEXT AMENDMENTS

SDCO La Grange Crossing, Inc., owner of the property at La Grange Road & Ogden Avenue, 1 N. La Grange Road has filed an application with the Community Development Department for text amendments to Subsections 5-102D, 5-102E and 5-102F of the Zoning Code to authorize certain financial, service and transportation uses on the first floor in the C-3 Limited. The proposed location is 1 N. La Grange Road, Suite C-3 to Suite D-E (see attached site plan). Any amendment would include the limitation that these uses have no frontage on La Grange Road or Ogden Avenue:

Additions to the C-3 District Permitted Use List (ZC §5-102)

Additions to Finance, Insurance, and Real Estate (Subsection 5-102 D)

The applicant has requested that all uses within this category be added as permitted uses at La Grange Crossing in first floor spaces with no La Grange Road or Ogden Avenue frontage (as outlined below). None of the uses in this category are currently permitted on the ground floor in the C-3 Limited or on the ground floor in the C-1 core retail area:

- *Depository and Nondepository Credit Institutions (60-61), but not including drive-in establishments or automatic teller machines, except automatic teller machines attached to the principal structure on the lot* – This use is currently permitted without restriction in the C-2 and C-3 districts. In 2009, as part of Staff review of the commercial uses lists in the Zoning Code, the Village adopted an amendment to add spacing limitations for this use so that this use may not be located, established, maintained, or operated on any portion of that zoning lot is located within 400 feet of any portion of any other zoning lot.

  Banks are not permitted on the ground floor in the C-1 core retail area: (1) they are not retail uses and do not generate retail sales tax; (2) they are not considered a destination that draws customers, who would stay and shop around town during visits; and (3) customers of banks do not necessarily spend time and money locally.

  Staff recommends that this use would not be authorized with a drive-in establishment. In addition, Commissioners might ask that Union Bank address the potential to locate at alternative locations such as the long-vacant bank building on the 300 W. block of Burlington Avenue.

- *Security and Commodity Brokers, Dealers Exchanges, and Services (62)* - This is currently permitted in all districts but is limited from the first floor in the core retail area. With the amendments in 2009, this use was restricted from the ground floor in the core retail area.

- *Insurance Carriers, Agents, Brokers, and Services (63-64)* – This use is currently allowed as a permitted use in all commercial districts but not on the ground floor in the core retail area.

- *Real Estate Offices (65)* – This use is currently authorized as a permitted use in all commercial districts but not on the ground floor in the core retail area.

- *Holding and Other Investment Offices (67)* – This use is allowed as a permitted use in the C-1, C-2 and C-3 Districts but not on the ground floor in the core retail district. Allowing this type of office use would be expanding the focus of the center beyond retail uses.

Additions to Services (Subsection 5-102E)

- *Photographic Studios, Portraits (722)* – This use is currently allowed as a permitted use in all commercial districts but not on the ground floor in the core retail area. This use may be appropriate at it has the possibility of a retail component.

- *Interior Decorating (with retail inventory on display) (7389)* – Currently this use is allowed as a permitted use in all of the commercial districts. This use is currently permitted on the ground floor in C-3 Limited; therefore, no change to the Zoning Code is necessary.

- *Offices and Clinics of Doctors of Medicine, Dentists, Osteopaths, Chiropractors, Optometrists, Podiatrists, and Other Health Practitioners (801-804)* – This use is currently allowed as a permitted use in all commercial districts but not on the ground floor in the core retail area. Medical clinics and offices usually have a high parking demand. Attached is the parking analysis for the entire La Grange Crossings center. If medical uses were added, the required parking would exceed the allowable number of parking spaces.

Additions to Transportation and Utility Services (Subsection 5-102F)

- *Travel Agencies (4724)* – This use is currently authorized as a permitted use in all commercial districts but not on the ground floor in the core retail area. This use is currently permitted on the ground floor in C-3 Limited; therefore, no change to the Zoning Code is necessary.

- *Tour Operators (4725)* – This use is allowed as a permitted use in the C-1, C-2 and C-3 districts but not on the first floor in the core retail district. This use may cause increased traffic and have high parking demand depending on the size of tour groups. Also, this use may require vehicles for tours.

2. AMENDMENT CRITERIA

The wisdom of amending the Zoning Map or the text of this Code is a matter committed to the sound legislative discretion of the Board of Trustees and is not dictated by any set standard. However, in determining whether a proposed amendment should be granted or denied the Board of Trustees should be guided by the principle that its 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 that principle is satisfied in any particular case, the Board of Trustees should weigh data required in 14-101E and among other factors, the following standards as they may be relevant to a particular application:

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

The *C-3 General Service Commercial District* is intended for uses that require "*direct vehicular access*." However, the subject property has additional limitations for first floor users that was established to maintain the retail character of the La Grange Crossings retail center.

Staff suggests that the list of Permitted Uses authorized at street level in the C-3 District as well as the C-1 District be reviewed in comparison to the services that the applicant proposes. (Attached is the list of permitted uses in the commercial districts. Note that any use with an *asterisk or **double asterisk is *not* permitted on the ground floor.) Since the applicant has requested that the services be permitted on the first floor in the La Grange Crossings center, in consideration of this application, review those uses listed in the C-3 District and C-1 District that do *not* have an *asterisk or **double asterisk.

La Grange Crossings was built as a retail center; therefore, Commissioners should discuss the impact of each proposed amendment on the character to open the center up to additional non-retail users. The applicant states that the proposed businesses offer needed services and are consistent with the character of the retail center.

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

The applicant states that since the previous owner filed bankruptcy, the former Borders building has had frequent and prolonged vacancies in any spaces that do not have frontage on La Grange Road. According to the applicant, occupancy of these spaces would provide additional service options for the community.

3. PAYMENT IN LIEU OF SALES TAXES

On at least one occasion in the past, the Village has considered a request for occupancy on the first floor in the C-3 District or C-1 District core retail area by a use that was not expected to generate significant retail sales tax. The Village authorized the use, but only subject to a condition imposed on the business license issued by the Village that the user licensee would pay the Village a fee in lieu of sale taxes if the licensed business did not generate a certain amount of retail sales tax per square foot. This condition should not be considered as a "cure-all" applicable to any non-retail business. Some businesses do not contribute to a retail area even if the business pays a fee in lieu of sales taxes. Other businesses, like those considered by the Village were deemed not to be noncontributory under the particular circumstances related to the business, the place, and other considerations. The Plan Commission might consider whether certain of the proposed uses discussed above may be appropriate, under all of the circumstances, on the first floor of a building despite low or zero generation of sales taxes because the use otherwise is contributing positively to the retail area.

III. RECOMMENDATION:

After consideration, the Plan Commission should make its recommendation to the Board of Trustees. If the Commissioners find that the applicant has shown that the proposed uses are suitable in nature in the La Grange Crossings center, that the business serves the needs of community residents by providing services needed within the community and consistent with the purposes of the Zoning Code, then the Plan Commission recommend to the Village Board of Trustees approval of each of the following text amendments:

[NOTE: The Commissioners should consider each of these uses one at a time for their appropriateness.]

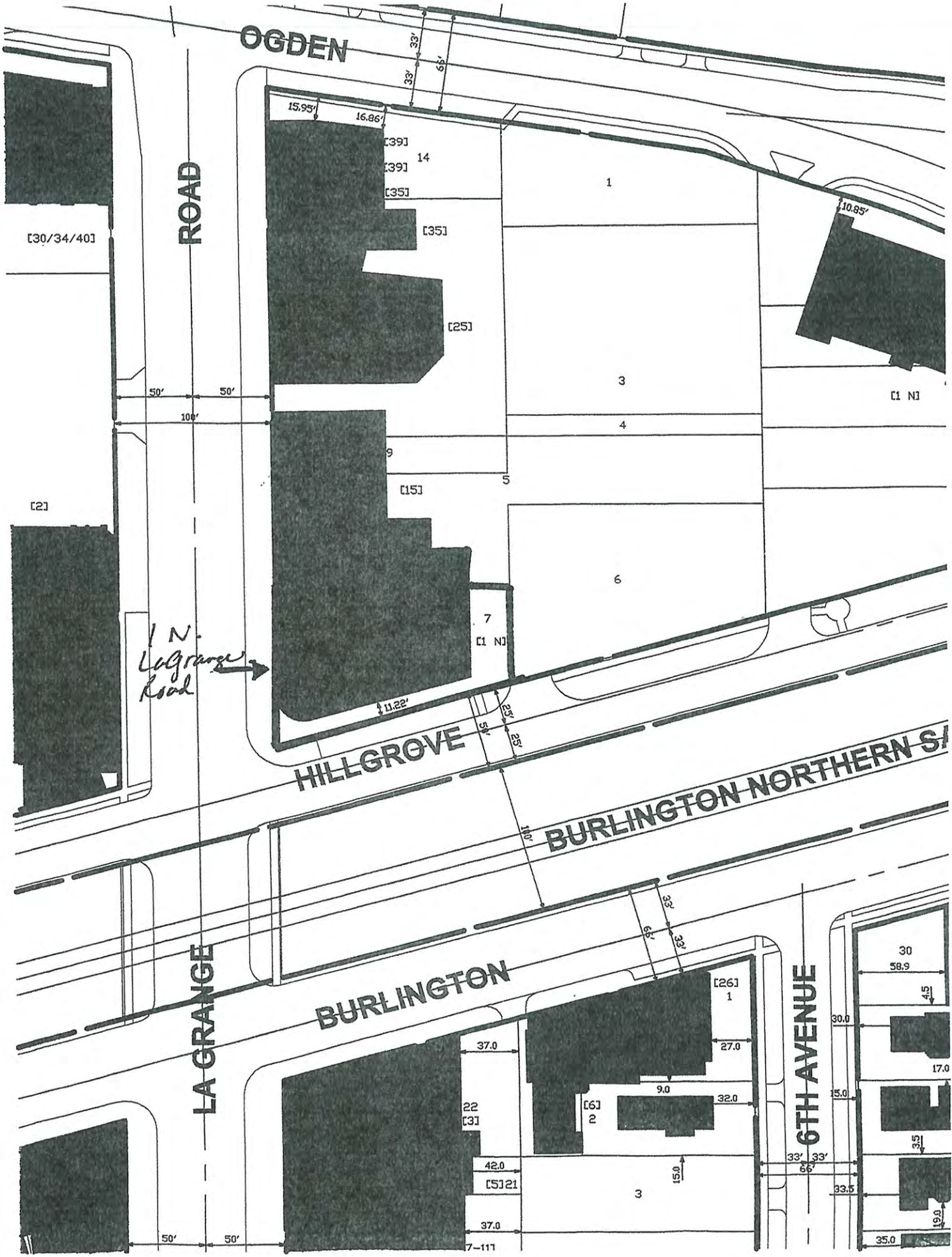
- Additions to Subsection 5-102D, Finance, Insurance and Real Estate, to add the categories:
  - *Depository and Nondepository Credit Institutions, but not including drive-in establishments (60-61),*
  - *Security and Commodity Brokers, Dealers Exchanges, and Services (62),*
  - *Insurance Carriers, Agents, Brokers, and Services (63-64),*

- *Real Estate Offices (65),*
- *Holding and Other Investment Offices (67),*

- Additions to Subsection 5-102E, Services, to add the categories:
  - *Photographic Studios, Portraits (722),*
  - *Offices and Clinics of Doctors of Medicine, Dentists, Osteopaths, Chiropractors, Optometrists, Podiatrists, and Other Health Practitioners (801-804);*

- Additions to Subsection 5-102F, Transportation and Utility Services, to add the categories:
  - *Tour Operators (4725)*

as a permitted use on the first floor only for properties with no frontage on La Grange Road or Ogden Avenue in the C-3 Limited General Service Commercial District.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LA GRANGE
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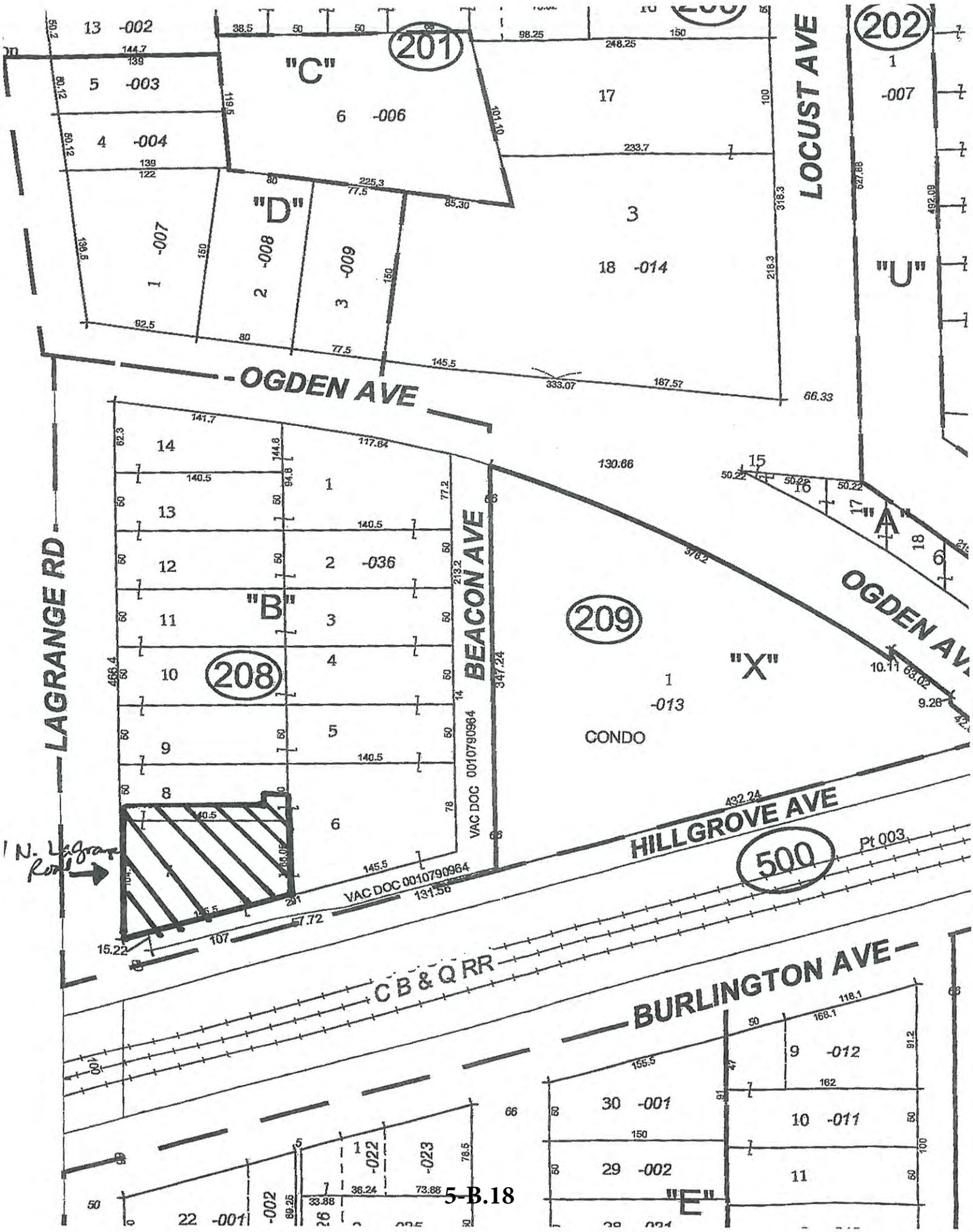
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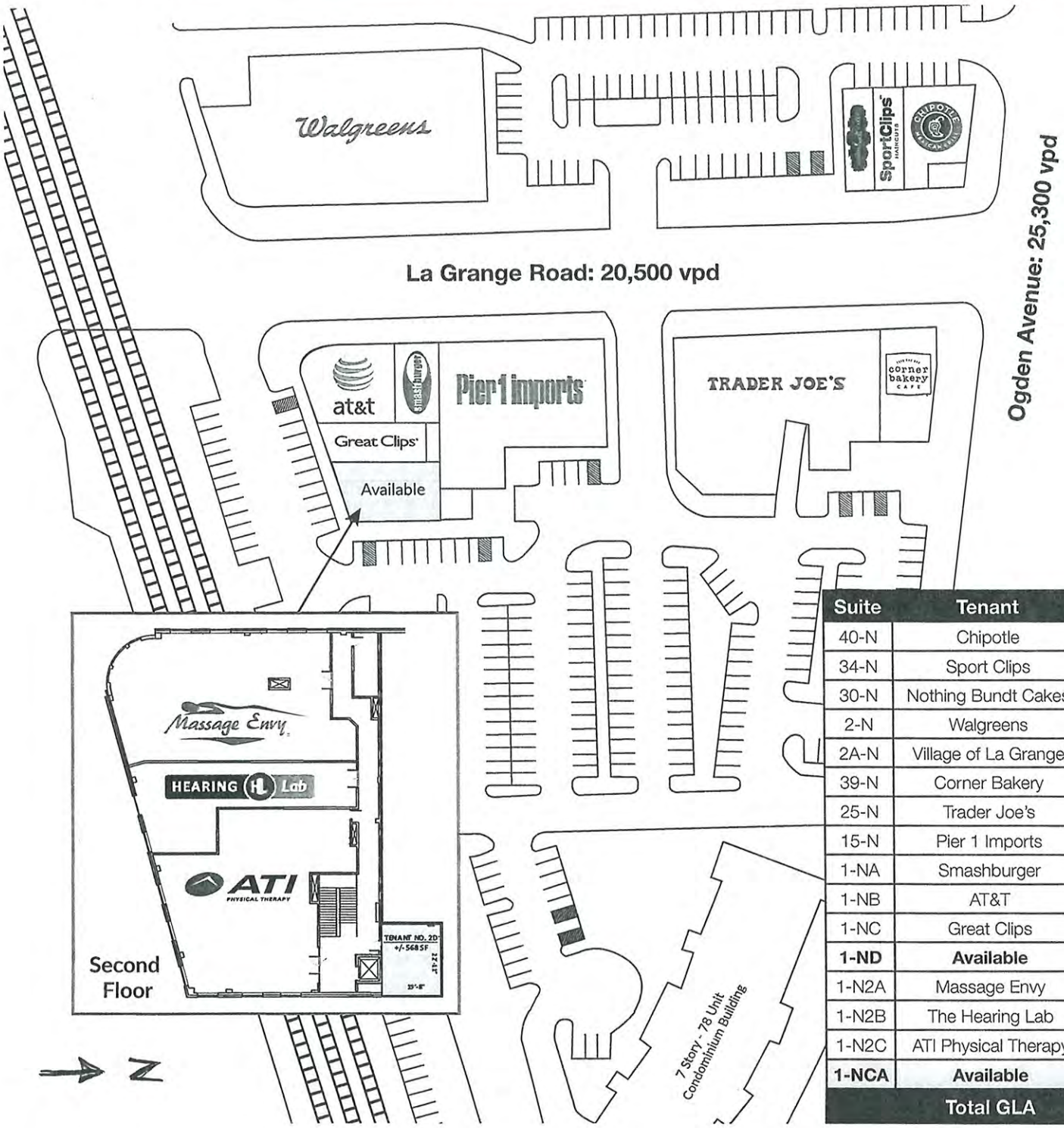
N. LaGrange Road

LA GRANGE CROSSING

SWC & SEC Ogden Avenue (Route 34) & La Grange Road | La Grange, IL



Suite	Tenant	SF
40-N	Chipotle	3,000
34-N	Sport Clips	1,167
30-N	Nothing Bundt Cakes	1,600
2-N	Walgreens	15,965
2A-N	Village of La Grange	311
39-N	Corner Bakery	3,200
25-N	Trader Joe's	12,521
15-N	Pier 1 Imports	9,005
1-NA	Smashburger	2,011
1-NB	AT&T	3,468
1-NC	Great Clips	975
1-ND	**Available**	**2,124**
1-N2A	Massage Envy	3,400
1-N2B	The Hearing Lab	1,612
1-N2C	ATI Physical Therapy	3,800
1-NCA	**Available**	**568**
	Total GLA	**64,727**

CONTACT

SARAH DRUMGOULD

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F: 630.954.7306
sdrumgould@midamericagrp.com

MID-AMERICA®
Asset Management, Inc.

One Parkview Plaza, 9th Floor
Oakbrook Terrace, IL 60181
www.midamericagrp.com

The information contained herein has either been given to us by the owner of the property or obtained from sources that we deem reliable. We have no reason to doubt its accuracy but we do not guarantee it.

A MEMBER OF CHAINLINKS RETAIL ADVISORS

La Grange Crossing
Parking Analysis

PC #229
April 12, 2016

Space	SF	USE	Required Parking Ratio	Required Spaces	Existing Spaces
Chipotle	3,000	Carry-out	0.005	15	
Sports Clips	1,167	Service	0.004	5	
Nothing Bundt Cakes	1,600	Retail	0.004	7	
Walgreens	15,965	Retail	0.004	64	
West Subtotal	**21,732**			**91**	**87**
Corner Bakery	3,200	Carry-out	0.005	16	
Trader Joe's	12,521	Retail	0.004	50	
Pier 1 Imports	9,003	Retail	0.004	36	
Smash Burger	2,011	Carry-out	0.005	10	
AT&T	3,468	Retail	0.004	14	
Great Clips	975	Retail	0.004	4	
Vacancy (First floor)(Union Bank)**	2,124	Service	0.004	8	
Massage Envy	3,400	Service	0.004	14	
Vacancy (2nd Floor)	1,612	Health	0.005	8	
ATI Physical Therapy	3,240	Health	0.005	16	
Landlord room	568			0	
Common Area	3,602			4	
East Subtotal	**45,724**			**180**	**192**
TOTAL	**67,456**			**271**	**279**

**Medical at vacant=11 spaces (same as previous carry out)
Bank = 9 spaces
Service = 9 spaces

APPLICATION FOR AMENDMENTS

Application # 229
Date Filed: 3/7/16
UARCO No.: 7133

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

(please type or print)
Application is hereby made by SDCO La Grange Crossing, Inc.

Address: La Grange & Ogden, 1 N. LaGrange, Suite C-3 to Suite D-E Phone No. Michelle Panovich (630) 954-7351
Owner of property located at: c/o Mid-America Asset Management, Inc., as agent for Owner
One Parkview Plaza, 9th Floor, Oakbrook Terrace, IL 60181

Permanent Real Estate Index No: 18-04-208-036-0000
as set forth by plat of survey attached hereto.

(1) REZONING FROM N/A TO N/A

(2) AMENDMENT (other than rezoning) OF THE ZONING ORDINANCE, as follows:
(Indicate Article, Section, etc. where applicable) Article V, Section 5-102, currently applies to these first floor spaces. To allow for service and other complimentary uses that are currently allowed on the second floor to also be allowed in the first floor spaces with no LaGrange Road or Ogden Avenue exposure. More specifically, these allowable uses would be financial institution (depository and non-depository), security and exchange brokers, insurance, real estate, investment offices, medical and dental offices, photographic studios, interior decorating services with retail displays, and travel and tour agencies.

(3) PURPOSE of rezoning/amendment:

STANDARDS: The petitioner should state reasons and submit any pertinent evidence to support the following factors:

(1) The consistency of the proposed amendment with the purposes of this code.
Service uses currently are allowed under the code on second floor locations. We believe the non-primary roadway facing locations should follow code for the second floor.

(2) Community need for proposed use. The community need for the proposed amendment and the uses and development it would allow.
Since the bankruptcy filing of Borders and the subsequent redevelopment of that first and second floor space, there has been frequent and prolonged vacancies in the spaces that do not have exposure to LaGrange Road. Occupancy of these spaces provides additional service options for the community.

(3) The following standards related to a particular property:

(a) Existing Uses and Zoning. The existing uses and zoning classifications of properties in the vicinity of the subject property. The properties immediately adjacent to this property are mixed-use retail and service uses. The zoning classifications are:

LaGrange Crossing C3-L (General Service Commercial with limitations)

Directly East Zoned R-8 (Multiple Family Residential)

Directly West Zoned C3-L, North Zoned C-3 (General Service Commercial)

South C1-CR (C-1 Core Retail District)

(b) Trend of Development. 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 plan designation or zoning classification. Recent development within the area consists of mixed use with retail, service uses and residential uses.

(c) Adverse Impact on Subject Property Value. The extent to which the value of the subject property is diminished by the existing plan designation or zoning classification applicable to it. We do not believe there would be any adverse impact on the property and in fact, the change will facilitate in taking vacant space to occupied space.

(d) Presence or Absence of Offsetting Public Benefit. The extent to which such diminution in value is offset by an increase in the public health, safety, and welfare. N/A

(e) Suitability for Use as Currently Zoned. The suitability of the subject property for uses permitted or permissible under its present plan designation and zoning classification. The property is physically and locationally suited for a mix of both retail and services uses.

(f) Lack of Development as Zoned. 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. The property has on and off since the departure of the two level Borders Store been plagued with ongoing and reoccurring vacancy. This change will facilitate the lease up of this 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 escrow a minimum of thirty days in advance of the public hearing date.

The escrow for the application is $1,500.00. Should the funds in escrow fall below $300 the Village will request that the applicant replenish the escrow funds prior to further processing of said application.

The above filing fee and escrow shall be payable at the time of the filing of such request. Any funds remaining in escrow will be returned to the applicant after the Village Board approval and all staff and consultant work is completed.

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 costs);
(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);
(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);
(i) Document Recordation (direct cost); and
(j) Postage Costs (direct cost).

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. I also acknowledge that Village staff will prepare a report with a recommendation to the Plan Commission prior to my

hearing. I understand that this report will be available for my viewing the Friday prior to my hearing and it is my responsibility to contact the Village to view this report or obtain a copy.

(Name) C. Michelle Panovich, as Agent for Owner

(Address) c/o Mid-America Asset Management, Inc.
One Parkview Plaza, 9th Floor
Oakbrook Terrace, IL 60181

_____(City)

(State) (Zip Code)

SUBSCRIBED AND SWORN TO BEFORE ME THIS

4th DAY OF FEBRUARY, 2016.

OFFICIAL SEAL
KATHY KACHINSKY
Notary Public - State of Illinois
My Commission Expires May 5, 2019

NOTARY PUBLIC

PLACE SEAL HERE

(FOR VILLAGE USE ONLY)

1. Filed with Office of the Community Development Director: March 7, 20 16.

2. Transmitted to Plan Commission at their meeting held: April 12, 2016

3. Continuation (if any):

4. Notice of hearing published in: Sun Life on:

5. Findings and Recommendations of Plan Commission referred to Village Board at meeting of_____

6. Final action of Village Board for adoption of amending ordinances or denial of applicant's request at meeting held:_____

7. Payment of expenses satisfied:

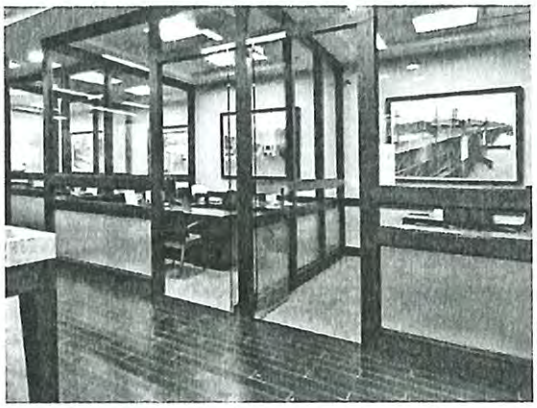
REMARKS:

Company Retail Strategy

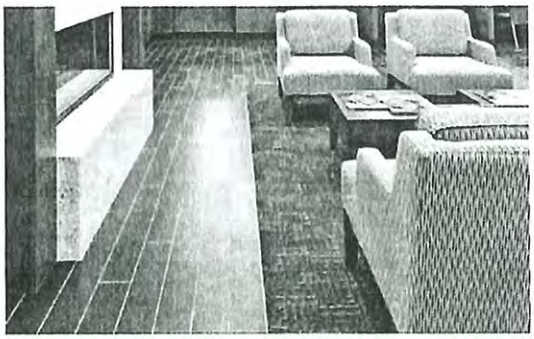
MUFG Union Bank, N.A., is introducing a new financial services concept that is dedicated to offering high rate FDIC insured saving and CD products (subject to regulatory limits) to metropolitan markets outside of its existing retail operations.

Expected to open in October 2016, the new financial services concept will deliver a private banking experience to clients, complete with best-in-class customer service, high quality furnishings, rich color finishes and the latest in self-service and interactive technology.

RETAIL DESIGN STANDARDS



Office exterior: high-end wood finishes; clear and frosted glass; dark, high quality ceramic flooring



Client waiting area: high quality, comfortable chairs; coffee table; warm and attractive inlaid carpeting

Media Wall: High definition screens will display localized content

Company Profile

MUFG Union Bank, N.A., is a full-service bank with offices across the United States. It provides a wide spectrum of corporate, commercial, retail banking and wealth management solutions to meet the needs of customers.

The bank also offers an extensive portfolio of value-added solutions for customers, including investment banking, personal trust, capital markets, global treasury management, transaction banking and other services.

With assets of $113.7 billion (USD), as of December 31, 2014, the bank has strong capital reserves, credit ratings and capital ratios relative to peer banks.

The company's corporate headquarters are located in New York City.

Selected Highlights:

- Net income for the second quarter FY2015 was $181 million, up $44 million from the first quarter of 2015 due to an increase in pre-tax, pre-provision income, partially offset by higher provision for credit losses and income tax expense.
- Credit quality remained strong in the second quarter of 2015 reflected by continued low levels of nonperforming assets and net charge-offs.
- In June 2015, Moody's Investors Service upgraded Company's long-term deposit rating to Aa2 from Aa3 and confirmed the Bank's long-term and short-term senior debt ratings at A2 and P-1, respectively.

Credit Ratings (as of June 30, 2015)

	Company			Holding Company
		Deposits	Senior Debt	Senior Debt
Standard & Poor's	Long-term	N/A	A+	A
	Short-term	N/A	A-1	A-1
Moody's	Long-term	Aa2	A2	A3
	Short-term	P-1	P-1	N/A
Fitch	Long-term	A+	A	A
	Short-term	F1	F1	F1

ARTICLE V

COMMERCIAL DISTRICTS

5-101 PURPOSES

Four zoning districts are provided for commercial uses. When taken together, these districts are intended to permit development of property for the full range of commercial uses needed to serve the citizens of La Grange and surrounding areas in a suburban setting.

Specifically, the C-1 Central Commercial District is intended to provide for the development and maintenance of a concentrated, pedestrian-oriented commercial shopping center, with special provisions protecting, in the core of that district, the retail environment at street level.

The C-2 West End Commercial District is intended to provide areas in the Burlington-Hillgrove commercial corridor for existing commercial uses. This district is designed to encourage both the retention of existing businesses and the redevelopment of new uses compatible with nearby residential uses.

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 C-4 Convenience Commercial District is intended to serve the day-to-day shopping and consumer service needs of the local low-density residential neighborhoods of the Village.

5-102 PERMITTED USES

The following uses and no others are permitted as of right in the Commercial Districts indicated in the following table. In interpreting the use designations, reference should be made to the Standard Industrial Classification Manual (see Appendix A) and Section 14-301 of this Code. SIC codes are given in parentheses following each use listing, when available. For a use including "NAICS" in parentheses, reference should be made to the North American Industrial Classification System Manual (1997). No Adult Uses are allowed in any Commercial District.

		C-1	C-2	C-3	C-4
A.	Construction, Special Trade Contractors				
1.	Plumbing, Heating, and Air-Conditioning Contractors and Showrooms (171)	-	-	P**	P
2.	Painting & Paper Hanging Contractors & Showrooms (172)	-	-	P**	-
3.	Electrical Work Contractors (173), but not highway lighting and electrical signal construction	-	-	P**	-
4.	Terrazzo, Tile, Marble, and Mosaic Work Contractors (1743)	-	-	P**	-
5.	Carpentry and Floor Work Contractors (175)	-	-	P**	-
6.	Roofing, Siding, and Sheet Metal Work Contractors (176)	-	-	P**	-
7.	Glass and Glazing Work Contractors and Showrooms (1793)	-	-	P**	-
8.	Special Trade Contractors Not Elsewhere Classified (1799)	-	-	P**	-
B.	Printing, Publishing, and Allied Industries				
1.	Commercial Printing (275)	P	P	P	-
C.	Retail Trade				
1.	Stationery and Office Supply Stores (5112)	P	P	P	-
2.	Lumber and Other Building Materials Dealers (521) when conducted wholly within a building	-	-	P	-
3.	Paint, Glass, and Wallpaper Stores (523)	P	P	P	P
4.	Hardware Stores (525)	P	P	P	P
5.	Retail Nurseries, Lawn, and Garden Supply Stores (526) when conducted wholly within a building	P	P	P	P

		C-1	C-2	C-3	C-4
6.	Department Stores (531)	P	P	P	P
7.	Variety Stores (533)	P	P	P	P
8.	Miscellaneous General Merchandise Stores (539)	P	P	P	P
9.	Food Stores (54)	P	P	P	P
10.	Retail Auto and Home Supply Stores (553), but not including service bays	P	P	P	P
11.	Boat Dealers (555)	-	-	P	-
12.	Apparel and Accessory Stores (56)	P	P	P	P
13.	Home Furniture and Home Furnishings Stores (571)	P	P	P	-
14.	Household Appliance Stores (572)	P	P	P	P
15.	Radio, Television, Consumer Electronics, and Music Stores (573)	P	P	P	P
16.	Eating Places (5812), including Brewpubs and including carry-out, but not including drive-in establishments	P	P	P	P
17.	Drinking Places (5813) accessory to eating places	P	P	P	P
18.	Drug Stores and Proprietary Stores (591)	P	P	P	P
19.	Used Merchandise Stores (593), but not including pawnshops or used building material stores	P	P	P	P
20.	Sporting Good Stores and Bicycle Shops (5941), but not including the retail sale of firearms and ammunition	P	P	P	P
21.	Book Stores (5942)	P	P	P	P

		C-1	C-2	C-3	C-4
22.	Stationery Stores (5943)	P	P	P	P
23.	Jewelry Stores (5944)	P	P	P	P
24.	Hobby, Toy, and Game Shops (5945)	P	P	P	P
25.	Camera and Photographic Supply Stores (5946)	P	P	P	P
26.	Gift, Novelty, and Souvenir Shops (5947)	P	P	P	P
27.	Luggage and Leather Goods Stores (5948)	P	P	P	P
28.	Sewing, Needlework, and Piece Goods Stores (5949)	P	P	P	P
29.	Florists (5992)	P	P	P	P
30.	Tobacco Stores & Stands (5993) but not including e-cigarettes, hookahs, hookah bars, or similar uses as a principal use or substantial stock in trade of the establishment	P	P	P	P
31.	News Dealers and Newsstands (5994)	P	P	P	P
32.	Optical Goods Stores (5995)	P	P	P	P
33.	Miscellaneous Retail Stores (5999), but not including auction rooms, firework sales, gravestone sales, monument sales, retail ice dealers, retail sale of swimming pools, sales barns, or tombstone sales	P	P	P	P
34.	Wine and Beer Boutiques, not including spirits (NAICS 445310)	P	P	P	P
D.	Finance, Insurance, and Real Estate				
1.	Consumer Lending (NAICS 522291), but not including loan agents, personal loans, or payday loans	P*	–	–	–

		C-1	C-2	C-3	C-4
2.	Depository and Nondepository Credit Institutions (60-61), but not including drive-in establishments or automatic teller machines, except automatic teller machines attached to the principal structure on the lot (see spacing requirements below)‡	P*‡	P	P**	P
3.	Security and Commodity Brokers, Dealers Exchanges, and Services (62)(see spacing requirements below)‡	P*‡	P	P**	-
4.	Insurance Carriers, Agents, Brokers, and Services (63-64)	P*	P	P**	P
5.	Real Estate Offices (65)	P*	P	P**	P
6.	Holding and Other Investment Offices (67)	P*	P	P**	-
E.	Services				
1.	Veterinary Services for Animal Specialties with retail sales (0742)	P*	P	P	P
2.	Grooming Services for Pets (0752)	-	-	P	P
3.	Personal Physical Fitness Training and supervised exercise facilities in conjunction with retail sales (NAICS 713940), subject to the following conditions: (a) the use may not exceed 3,500 square feet of gross floor area on the first floor, (b) the use is permitted only in a storefront space that does not exceed 30 feet in width at the front lot line, (c) in the C-1 District and the C-2 District the full width of the use at the storefront must be devoted exclusively to retail sales and the retail sales area must have an average depth of not less than 25 feet measured from the storefront	P	P	P	P

		C-1	C-2	C-3	C-4
4.	Photographic Studios, Portrait (722)	P*	P	P**	P
5.	Shoe Repair Shops (725) and Shoeshine Parlors when accessory to such shops	P	P	P	P
6.	Tax Return Preparation Services (7291)	P*	-	-	-
7.	Massage Therapy Services (7299), but only accessory to Beauty Shops, Exercise Centers, Fitness Salons and Spas in the C-1 and C-2 Districts	P	P	P**	P
8.	Advertising Services (731)	P*	P	P**	-
9.	Mailing, Reproduction, Commercial Art and Photography, and Stenographic Services (733)	P*	P	P**	-
10.	Services to Dwellings and Other Buildings (734)	-	-	P**	-
11.	Employment Agencies (7361)	P*	P	P**	P
12.	Computer Programming, Data Processing, and Other Computer Related Services (737)	P*	P	P**	P
13.	Interior Decorating (with retail inventory on display) (7389)	P	P	P	P
14.	Electrical Repair Shops (762), but not including refrigeration and air-conditioning service and repair shops (7623)	-	P	P**	P
15.	Watch, Clock, and Jewelry Repair (763)	P	P	P	P
16.	Reupholstery and Furniture Repair (764)	-	P	P	P
17.	Video Tape Rental and Sales (784)	P	P	P	P

		C-1	C-2	C-3	C-4
18.	Dance Studios, Schools, and Halls (7911)	P*	P	P**	P
19.	Offices and Clinics of Doctors of Medicine, Dentists, Osteopaths, Chiropractors, Optometrists, Podiatrists, and Other Health Practitioners (801-804)	P*	P	P**	P
20.	Home Health Care Services (808)	-	-	P	-
21.	Legal Services (81)	P*	P	P**	P
22.	Barber Shops (NAICS 812111)	P	P	P	P
23.	Beauty Salons (NAICS 812112)	P	P	P	P
24.	Nail Salons (NAICS 812113) (see spacing requirements below)‡	P‡	P	P**	P
25.	Dry-cleaning and Laundry Services (NAICS 812320), but not coin-operated in the C-1 and C-2 Districts	P	P	P	P
26.	Business Associations (861)	P*	P	P**	-
27.	Professional Membership Organizations (862)	P*	P	P**	-
28.	Labor Organizations (863)	P*	P	P**	-
29.	Membership Organizations Not Elsewhere Classified (869), but not on the first floor of any structure in the C-2 District	P*	P	P**	-
30.	Business and Professional Offices Not Otherwise listed, but not on the first floor of any structure in the C-2 District	P*	P	P**	P
31.	Engineering, Architectural, and Surveying Services (871)	P*	P	P**	-
32.	Accounting, Auditing, and Bookkeeping Services (872)	P*	P	P**	P

	C-1	C-2	C-3	C-4
33. Management and Public Relations Services (874)	P*	P	P**	-
34. Miscellaneous Services Not Elsewhere Classified (89)	P*	P	P**	-
35. Commercial Food Preparation Facilities, not exceeding 2,500 square feet of gross floor area in the C-1, C-2 and C-3 (Limited) Districts and subject to the conditions and limitations in Subsection 5-109F of this Code.	P	P	P	-
F. Transportation and Utility Services				
1. Office of Local and Suburban Transit and Interurban Highway Passenger Transportation Companies (41), but not including terminals, stations, vehicle yards, or garages	P*	-	-	-
2. Travel Agencies (4724)	P*	P	P	P
3. Tour Operators (4725)	P*	P	P**	-
4. Airline, Bus, and Railroad Ticket Offices (4729)	P*	P	P**	-
5. Offices of Communications and Utility Companies (48-49)	P*	P	P**	-
G. Multiple Family Dwellings, but not on the first floor of any structure in the C-1 or C-2 Districts	P	P	P**	P
H. Personal Wireless Services Antennas and Related Electronic Equipment and Equipment Structures, but not on the first floor of any structure and only when the antenna and any necessary antenna support structure are fully enclosed in a structure otherwise permitted on the zoning lot, and such antenna, support structure, and equipment fully comply with all standards and	P	-	-	-

	C-1	C-2	C-3	C-4
requirements applicable thereto including without limitation the standards set forth in Section 9-106 of this Code				

* Except as provided in the next sentence of this footnote for interior leased spaces, this use is not permitted on the first floor of any structure in that portion of the C-1 Central Business District bounded by Burlington Avenue, 6th Street, Cossitt Avenue and Ashland Avenue. The restriction in this footnote is not applicable to uses within an interior leased space that meets all of the following criteria: (1) the leased space does not abut or have a window, door, or other opening onto a public street, (2) the interior of the leased space is not otherwise visible from a public street, and (3) the leased space is defined by separate demising walls and is not integrated with space that abuts or is otherwise visible from a public street.

** This use is not permitted on the first floor of any structure in that portion of the C-3 General Service Commercial District bounded by Ogden Avenue, Beacon Place, Hillgrove Avenue, and Madison Avenue, which portion is hereby designated the C-3 (Limited) District.

5-103 ACCESSORY USES AND STRUCTURES

Accessory uses and structures are permitted in all Commercial Districts subject to the provisions of Section 9-101 of this Code.

5-104 TEMPORARY USES

Temporary uses are permitted in all Commercial Districts subject to the provisions of Section 9-103 of this Code.

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,
Angela M. Mesaros, Assistant Community Development Director
Lou Cipparrone, Finance Director

DATE: April 25, 2016

RE: **RESOLUTION — REQUEST FOR CLASS 6(b) ASSESSMENT REDUCTION, Dubak Electrical Group, 10 N. Beach Avenue**

Dubak Electrical Group, the applicant, has approached the Village of La Grange about the potential for a Class 6(b) Cook County Property Tax Abatement to assist with the renovation of and extension of the building located at 10 N. Beach Avenue for their business. This property is located within the Shawmut Avenue Industrial District and was previously occupied by Helping Hand Foundation Holding Company, Inc. operating as Helping Hand Center, who ceased operating on the premises and relocated its operations to another location in January 2016. Helping Hand was a 501(c)(3) not-for-profit organization that was tax exempt for property tax purposes. The property has been vacant and unused for one month prior to the purchase and remains vacant.

Dubak Electrical Group has been in operation in La Grange since 1988, starting as a home occupation and has had several expansions in the past 25 years. Dubak currently operates at 417 Bluff Avenue in La Grange in a 10,000 square feet facility that they constructed in 2004-2005. Dubak Electrical plans to relocate all 75 employees to the subject property and will conduct industrial/electrical contracting and engineering services within the property. The applicant projects an increase in full-time employees by 50% within 3-5 years.

It is the applicant's intention to renovate the 25,000 square feet building with a significant build-out. Improvements planned include renovation of the interior, electrical and mechanical enhancements, addition and/or expansion of the building to include additional storage of approximately 4,000 square feet.

The 6(b) classification is offered by Cook County to encourage industrial development or rehabilitation by offering a real estate tax incentive for the development or renovation of vacant industrial facilities. One of the goals of the program is to prevent businesses from relocating out of Cook County to the collar counties where industry is assessed at a lower rate. Although a condition of the Class 6(b) tax incentive is that a building or property be vacant for two years the applicant can apply for an exception. The applicant believes the incentive is necessary to allow for the expansion of their existing business into an additional building and thus provide more job opportunities within the Cook County region.

Properties that receive Class 6(b) property tax abatements are assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. This constitutes a substantive reduction in the level of assessment and results in significant tax savings. Without this incentive, industrial real estate would normally be assessed at 25% of its market value. Detailed below is the estimated impact that the 6(b) property tax abatement will have on this property based upon 2014 real estate tax rate:

	Current Tax Exempt	**First 10 years with 6(b) Abatement**	**11th year with 6(b) Abatement**	**12th year with 6(b) Abatement**	**13th year with 6(b) Abatement**
Assessment Rate	Tax Exempt	10%	15%	20%	25%
Total Property Tax Revenue (1)	$0	$31,335	$47,003	$62,671	$78,338

(1) Projections based on current estimated property values and tax rates.

In the past the La Grange Village Board has approved resolutions for similar types of incentives for the development of the La Grange Commerce Park (700-716 Elm), Burke Beverage, Billet Specialties (501 Shawmut) and others. Staff has reviewed this proposal and we recommend the approval of the resolution to allow Dubak Electrical Group to proceed with their Class 6(b) request and expand their successful business enterprise in La Grange.

A representative of Dubak Electrical Group will be in attendance at your meeting to answer any questions you may have regarding this request.

RESOLUTION NO._____

A RESOLUTION INDICATING MUNICIPAL SUPPORT FOR A
COOK COUNTY REAL ESTATE CLASS 6(B)
PROPERTY TAX INCENTIVE TO
10 NORTH BEACH

WHEREAS, Dubak Electrical Group has requested a Class 6(b) property tax incentive, which provides industrial applicants a reduction in the assessed valuation of an industrial facility to encourage companies to locate and expand within Cook County; and

WHEREAS, the Village of La Grange has considered the merits of endorsing a request for a Class 6(b) Assessment Reduction to 10 N. Beach, LLC for the purchase of the building at 10 N. Beach in La Grange, Illinois; and

WHEREAS, the Village Board of Trustees finds special circumstances to justify finding that the property is abandoned for purposes of a Class 6(b) Incentive because there is a purchase for value, but the period of abandonment prior to purchase has been less than 24 months, and that special circumstances exist for 10 N. Beach Avenue, and is necessary for the purchase of the building to occur and will be beneficial to the Village of LaGrange; and

WHEREAS, the Village Board of Trustees has determined that approval of 6(b) incentive is necessary for Dubak Electrical Group to complete the renovation and extension of the building at 10 N. Beach and further expand this business which is headquartered at 417 Bluff Avenue in the Village of La Grange.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of La Grange, County of Cook, State of Illinois, that the President and Board of Trustees find that the Class 6(b) incentive is necessary for the renovation and extension of the real property located at 10 N. Beach, La Grange, Illinois to occur; and

BE IT FURTHER RESOLVED, that the Village Clerk is hereby authorized and directed to forward a certified copy of this resolution to the Office of the Cook County Assessor.

ENTERED THIS _____ DAY OF _____, 2016

_____
Village President

_____
Village Clerk

Dubak Electrical Group™

Industrial Electrical Contractors

Dubak Electrical Group

Class 6B Incentive Application for 10 North Beach Avenue La Grange, IL 60525

REVELIOTIS LAW, P.C.

www.reveliotislaw.com

Dubak Electrical Group™

Industrial Electrical Contractors

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T 312.230.0160 | F 312.230.0161 | 111 NORTH WABASH AVENUE SUITE 1318 | CHICAGO, ILLINOIS 60602

REVELIOTIS LAW, P.C.

www.reveliotislaw.com

March 7th, 2016

Attention: Ms. Angela Mesaros
Village of La Grange
Department of Economic Development
53 S. La Grange Road, La Grange, IL 60525

REGARDING: Class 6B Application for 10 North Beach LLC
10 North Beach Avenue, La Grange, IL 60525
PIN: 18-04-204-012-0000

Dear Ms. Mesaros:

10 North Beach LLC ("Applicant") is requesting an ordinance from the Village of La Grange (the "Village") supporting and consenting to a Class 6b Incentive based on new construction, substantial rehabilitation and the occupation of abandoned property with special circumstance with a purchase for value.

Applicant is the purchaser of the real property located at 10 North Beach Avenue, La Grange, IL 60525 (the "Property") pursuant to an Agreement of Purchase and Sale, that materialized on February 24th, 2016, with Helping Hand Foundation Real Estate Holding Company Inc. (the "Purchase Agreement").

The prior occupant, Helping Hand Center, ceased operating on the premises and relocated its operations to another location on or before January 23, 2016. Additionally, Helping Hand was a 501(c)(3) not-for-profit charitable organization that was completely tax exempt for property tax purposes. As a result of the relocation, the Property has been vacant and unused for a minimum of 1 month prior to the purchase for value and remains 100% vacant and unused as of today. Applicant will be the owner as well as occupant and will be conducting its Industrial/Electrical Contracting and Engineering services within the Property.

Based on the current physical construct, the site remains approximately 76,250 square feet with an approximately 25,000 square foot building thereon. Applicant plans a significant build-out for the Property and anticipates that the plan will include a renovation of the interior, electrical and mechanical enhancements, addition and/or expansion of the building to include additional storage of approximately 4,000 square feet. At this time, Applicant is meeting with prospective contractors and developing a comprehensive plan of construction as well as rehabilitation.

Applicant expects all 75 employees to relocate from Applicant's current facility located in its current 6,800 square foot location at 417 Bluff Avenue in La Grange to the Property. Given the capacity of the Property as well as the contemplated new construction and substantial rehabilitation thereof, with the support of increased business over the next several years, Applicant would project to most likely increase its full-time employees by 50% within a 3-5 year period.

T 312.230.0160 | F 312.230.0161 | 111 NORTH WABASH AVENUE SUITE 1318 | CHICAGO, ILLINOIS 60602

Once Applicant occupies the Property, the Property has the potential to generate additional direct as well as incidental income for the Village. ***Whereas the property was tax exempt prior to the sales transaction, the property will now, after many years, be contributing to the tax base of La Grange.*** Given the fact that the Property is vacant, its functional obsolescence and its irregular shape, it is high likely that the Property would have remained vacant, but for the Applicant's unique position of having already established its business headquarters in LaGrange and Applicant's loyalty and love for La Grange. If a Class 6b is not granted, the Applicant would very likely not have the necessary cash flow to undergo the extensive rehabilitation and extension of the building and make the necessary investments in Applicant's business. By expanding, rehabilitating and occupying the Property, Applicant will be beautifying the site, preventing nuisance and potentially increasing the Property's estimated market value as well as those real properties in close geographic proximity.

Applicant deems the Class 6b incentive materially necessary for the economic viability of the contemplated project and to allow investment, of all types, so that the Property may exist as a functioning, integral component of the local area serving the business interests of the Village as well as provide a significant fiscal impact to the Village by paying property taxes.

Approval of the Class 6b would be a benefit to the Village, because it would represent continued growth by way of creating new business and employment opportunities, generation of sales taxes, state income taxes, federal income taxes and other taxes and/or the incidental business benefits derived by the operations of a business of this nature. Moreover, the Village can expect that Applicant and their employees will invest commercially back into the community by visiting local establishments including without limitation restaurants, gas and service stations and grocery stores. The Village can also expect that Applicant will attract business and various customers to the Village in the course of its operations.

Based on the foregoing, Applicant requests that the Village's Economic Development Committee and Commission members review its request and recommend that the Village Board approve a new resolution supporting and consenting to a Class 6b Incentive for the Property in its name based on new construction, substantial rehabilitation and the occupation of abandoned property with special circumstance with a purchase for value.

In support of the above request for a Resolution supporting and consenting to a Class 6b Incentive for the Property, on behalf of Applicant, we have attached the following documentation and/or information:

- Class 6b Eligibility Application
- Legal description
- Proposed site plan
- Plat of survey
- Identification of interested parties
- Intended use
- Company background with supporting materials

- Salient description of proposed new construction and/or substantial rehabilitation with initial construction estimate (Costs to be submitted at a later time).
- Letter executed by Helping Hand Center (Seller) declaring inception of vacancy.
- Vacancy and/or abandonment documentation and information
- Agreement of purchase and sale of the subject property
- Employment opportunities and wage rate information
- Estimated Property Tax with and without 6b as well as if Property were vacant

Respectfully Submitted,

George N. Reveliotis

COOK COUNTY ASSESSOR
JOSEPH BERRIOS

COOK COUNTY ASSESSOR'S OFFICE
118 NORTH CLARK STREET, CHICAGO, IL 60602
PHONE: 312.443.7550 FAX: 312.603.6584
WWW.COOKCOUNTYASSESSOR.COM

CLASS 6B
ELIGIBILITY APPLICATION

Carefully review the Class 6B Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department (312) 603-7529. This application, ***a filing fee of $500.00***, and supporting documentation *(except drawings and surveys)* must be filed as follows:

This application must be filed **PRIOR TO** the commencement of New Construction or **PRIOR TO** the commencement of Substantial Rehabilitation Activities or **PRIOR TO** the commencement of Reoccupation of Abandoned Property.

Applicant Information

Name: 10 N. Beach LLC Telephone: (708) 579-5252

Address: 417 South Bluff Avenue Suite 400

City: La Grange State: IL Zip Code: 60525

Contact Person (if different than the Applicant)

Name: George N. Reveliotis Telephone: ((312))230-0160

Address: 1030 Higgins Rd. Suite 101

City: Park Ridge State: IL Zip Code: 60068

Email: gnr@propertytaxation.com

Property Description (per PIN)

If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.

Street Address: (1) 10 N. Beach Avenue

Permanent Real Estate Index Number: 18-04-204-012-0000

(2) _____

Permanent Real Estate Index Number: _____

(3) _____

Permanent Real Estate Index Number: _____

City: La Grange State: IL Zip Code: 60525

Township: Lyons Existing Class: 0-00

Attach legal description, site dimensions and square footage and building dimensions and square footage.

(Please see Exhibit C)

Identification of Person Having an Interest in the Property (Please see Exhibit F)

Attach a complete list of all owners, developers, occupants and other interested parties *(including all beneficial owners of a land trust)* identified by names and addresses, and the nature and extent of their interest.

Industrial Use (Please see Exhibit E)

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use.

Include copies of materials, which explain the occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc. (Please see Exhibit H)

Nature of Development

Indicate nature of proposed development by checking the appropriate space:

[X] New Construction **(Read and Complete Section A)**

[X] Substantial Rehabilitation **(Read and Complete Section A)**
Incentive only applied to the market value attributable to the rehabilitation

[ ] Occupation of Abandoned Property - No Special Circumstance
(Read and Complete Section B)

[X] Occupation of Abandoned Property - With Special Circumstance
(Read and Complete Section C)

[ ] Occupation of Abandoned Property - **(TEERM Supplemental Application)**
(Read and Complete Section C)

SECTION A (NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION)

If the proposed development consists of *New Construction* or *Substantial Rehabilitation*, provide the following information:

Estimated date of construction commencement *(excluding demolition, if any)*: May 1st, 2016

Estimated date of construction completion: September -November, 2016

Attach copies of the following:

1. Specific description of the proposed *New Construction* or *Substantial Rehabilitation* (Please see Exhibit I)
2. Current Plat of Survey for subject property (Please see Exhibit E)
3. 1st floor plan or schematic drawings (Please see Exhibit D)
4. Building permits, wrecking permits and occupancy permits *(including date of issuance)* (To be submitted)
5. Complete description of the cost and extent of the *Substantial Rehabilitation* or *New Construction (including such items as contracts, itemized statements of all direct and indirect costs, contractor's affidavits, etc)* (To be part of Exhibit I)

SECTION B (ABANDONED PROPERTY WITH NO SPECIAL CIRCUMSTANCE) n/a.

If the proposed development consists of the reoccupation of abandoned property, purchased for value, complete (1) and (2) below:

1. Was the subject property vacant and unused for at least 24 continuous months prior to the purchase for value?

   [ ] YES [ ] NO

   When and by whom was the subject property last occupied prior to the purchase for value?

   _____

   _____

   Attach copies of the following documents:

   (a) Sworn statements from person having personal knowledge attesting to the fact and the duration of vacancy and abandonment

   (b) Information *(such as statements of utility companies)* which demonstrate that the property was vacant and unused and indicate duration of such vacancy

2. Application must be made to the Assessor prior to occupation:

   Estimated date of reoccupation: _____
   Date of Purchase: _____
   Name of purchaser: _____
   Name of seller: _____
   Relationship of purchaser to seller: _____

   Attach copies of the following documents:

   (a) Sale Contract
   (b) Closing Statement
   (c) Recorded Deed
   (d) Assignment of Beneficial Interest
   (e) Real Estate Transfer Declaration

SECTION C (SPECIAL CIRCUMSTANCES) ✓

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was a **purchase for value**, but the period of ***abandonment prior to purchase was less than 24 months***, complete section (1).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application 24 continuous months or greater**, complete section (2).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application was greater than 12 continuous months and less than 24 continuous month**, complete section (2) and the **TEERM Supplemental Application**.

1. How long was the period of abandonment prior to the purchase for value? One Month

   When and by whom was the subject property last occupied prior to the purchase for value?

   Helping Hand Center, a not for profit ceased to operate in the subject on January 23, 2016.

   Attach copies of the following documents:

   (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment

   (b) Information *(such as statements of utility companies)* which demonstrate that the property was vacant and unused and indicate duration of vacancy (To be submitted as Exhibit K)

   (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for less than 24-month abandonment period.* To be submitted as Exhibit P)

   Application must be made to the Assessor prior to the commencement of reoccupation of the abandoned property.

   Estimated date of Reoccupation: September-November, 2016

   Date of purchase: February 24th, 2016

   Name of purchaser: 10 N. Beach LLC

   Name of seller: Helping Hand Foundation Real Estate Holding Company, Inc.

   Relationship of purchaser to seller: None

   Attach copies of the following documents:

   (a) Sale Contract (Please see Exhbit L)

   (b) Closing Statement Please see Exhibit M

   (c) Recorded Deed (Please see exhibit N)

   (d) Assignment of Beneficial Interest N/A

   (e) Real Estate Transfer Declaration (To be Submitted as Exhibit O)

2. How long has the subject property been unused? n\a.

   [ ] 24 or greater continuous months *(Eligible for Special Circumstance)*

   [ ] 12 continuous months but less than 24 continuous months *(Eligible for Special Circumstance under TEERM)* - **Complete TEERM Supplemental Application**

   [ ] Less than 12 continuous months *(Not Eligible for Special Circumstance)*

When and by whom was the subject property last occupied prior to the filing of this application?

_____

_____

Attach copies of the following documents:

(a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment

(b) Information *(such as statements of utility companies)* which demonstrate that the property was vacant and unused and indicate duration of vacancy

(c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for lack of a purchase for value.

Application must be made to Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: _____

TEERM SUPPLEMENTAL APPLICATION n\a.

(This form will ONLY be utilized for applicants who specifically elect for TEERM)

This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) for at least 12 continuous months and less than 24 continuous months with no purchase taking place.

*Under the **TEERM** Program, qualifying industrial real estate would be eligible for the Class 6B level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving Class 6B will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. **The terms of this program are Not Renewable.***

No applications will be taken after November 30, 2018.

I _____ applicant/representative hereby specifically elect to submit this **Supplemental Application** for the **TEERM** program.

Further affiant sayeth not.

_____	_____
Agent's Signature	Agent's Name & Title
_____	_____
Agent's Mailing Address	Agent's Telephone Number
_____	_____
Applicant's Name	Applicant's Mailing Address
_____	
Applicant's e-mail address	

Subscribed and sworn before me this _____ day of _____, 20 _____

_____

Signature of Notary Public

EMPLOYMENT OPPORTUNITIES

How many construction jobs will be created as a result of this development? 30

How many new permanent full-time and part-time employees do you now employ in Cook County?

Full-time: 75 Part-time: 0

How many new permanent full-time jobs will be created as a result of this proposed development?

35 full-time

How many new permanent full-time jobs will be created as a result of this proposed development?

7 part-time

LOCAL APPROVAL (If approved, will be submitted as Exhibit Q)

A certified copy of a resolution or ordinance from the municipality in which the real estate is located *(or the County Board, if the real estate is located in an unincorporated area)* should accompany this Application. *The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B Application and that it finds Class 6B necessary for development to occur on the subject property.* If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of "special circumstances" from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested. If, at a later date, the municipality or the County Board denies the applicant's request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6B incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an "Incentive Appeal".

I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.

Signature _____ Date _____

Print Name _____ Title _____

10/4/13

INCENTIVES CLASS LIVING WAGE ORDINANCE AFFIDAVIT

Nebojsa "Nick" Dubak as agent for the applicant set forth below, who is seeking a classification incentive as referenced below, I do hereby state under oath as follows:

1. As the agent for the applicant set forth below, I have personal knowledge as to the facts stated herein.

2. The property identified by PIN(s) with commonly known address(es), listed in Exhibit A attached and herein incorporated, are/is the subject of a pending application/renewal *(circle as appropriate)* for one of the following development incentives provided by the Code of Ordinances of Cook County, Chapter 74, Article II, Division 2, The Cook County Real Property Assessment Classification Ordinance, Sec.74-60 et seq., as amended:

   X Class 6B ____ Class 8 *(Industrial property)* ____ Class 9

3. I have reviewed the Code of Ordinances of Cook County, Chapter 34, Article IV, Division 1 and The Cook County Living Wage Ordinance, Sec. 34-127 et seq., as amended *(the "Ordinance")*, and certify that the applicant is in compliance with the above referenced Cook County Living Wage Ordinance, due to one of the following options *(check as appropriate)*:

   X Applicant is currently paying a living wage to its employees, as defined in the Ordinance.

   OR

   ____ Applicant is not required to pay a living wage, pursuant to the Ordinance.

Further affiant sayeth not.

Agent's Signature

Nebojsa "Nick" Dubak
Agent's Name & Title

10 North Beach Avenue, La Grange, IL 60525
Agent's Mailing Address

708-774-5612
Agent's Telephone Number

10 N. Beach LLC, Nebojsa "Nick" Dubak
Applicant's Name

10 North Beach Avenue, La Grange, IL 60525
Applicant's Mailing Address

ndubak@dubakelectrical.com
Applicant's e-mail address

Subscribed and sworn before me this 9th day of March, 20 16

Signature of Notary Public

OFFICIAL SEAL
MICHAEL A BUTCHER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/09/17

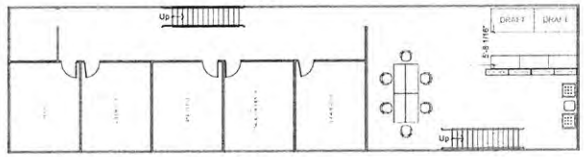
EXHIBIT "C"

Legal Description

LOT 1 IN JULIAN ELECTRIC, INC. CONSOLIDATION PLAT, A RESUBDIVISION OF LOTS 8-10 IN BLOCK 8 IN SHAWMUT AVENUE ADDITION TO LAGRANGE SUBDIVISION OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF LOTS 4-7 IN SAID BLOCK 8 AFORESAID AND THAT PART OF LOTS 9-10 IN BLOCK 9 IN SHAWMUT AVENUE ADDITION TO LAGRANGE AFORESAID, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE ON A STRIP OF LAND 50 FEET ON EACH SIDE OF THE CENTER LINE DESCRIBED AS FOLLOWS: BEGINNING A POINT IN A LINE WHICH IS PARALLEL WITH AND 1173 FEET WEST OF THE EAST LINE OF SECTION 4 AFORESAID, SAID POINT BEING 137 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 4; THENCE SOUTHEASTERLY ON A TANGENTIAL CURVE CONVEX TO THE SOUTHWEST WITH A RADIUS OF 537.7 FEET TO A POINT IN A LINE WHICH IS PARALLEL WITH AND 25 FEET SOUTH OF THE NORTH LINE OF THE RTGHT OF WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY, AND ALSO THAT PART OF LOTS 11-18 IN BLOCK 8 LYING EAST OF A LINE DRAWN PARALLEL WITH AND 1123 FEET WEST OF THE EAST LINE OF SECTION 4, AFORESAID (EXCEPT THAT PART OF SAID LOTS LYING WITHIN THE AFORESAID STRIP OF LAND 50 PEET IN WIDTH) IN COOK COUNTY, ILLINOIS AND ALSO ALL THAT PART OF BEACH AVENUE AS VACATED BY THE VILLAGE OF LAGRANGE, COOK COUNTY, ILLINOIS BY ORDINANCE 0-88-37 DATED AUGUST 22, 1988.

Property Address: 10 N. Beach Street, LaGrange, Illinois
PIN: 18-04-204-0 12-0000

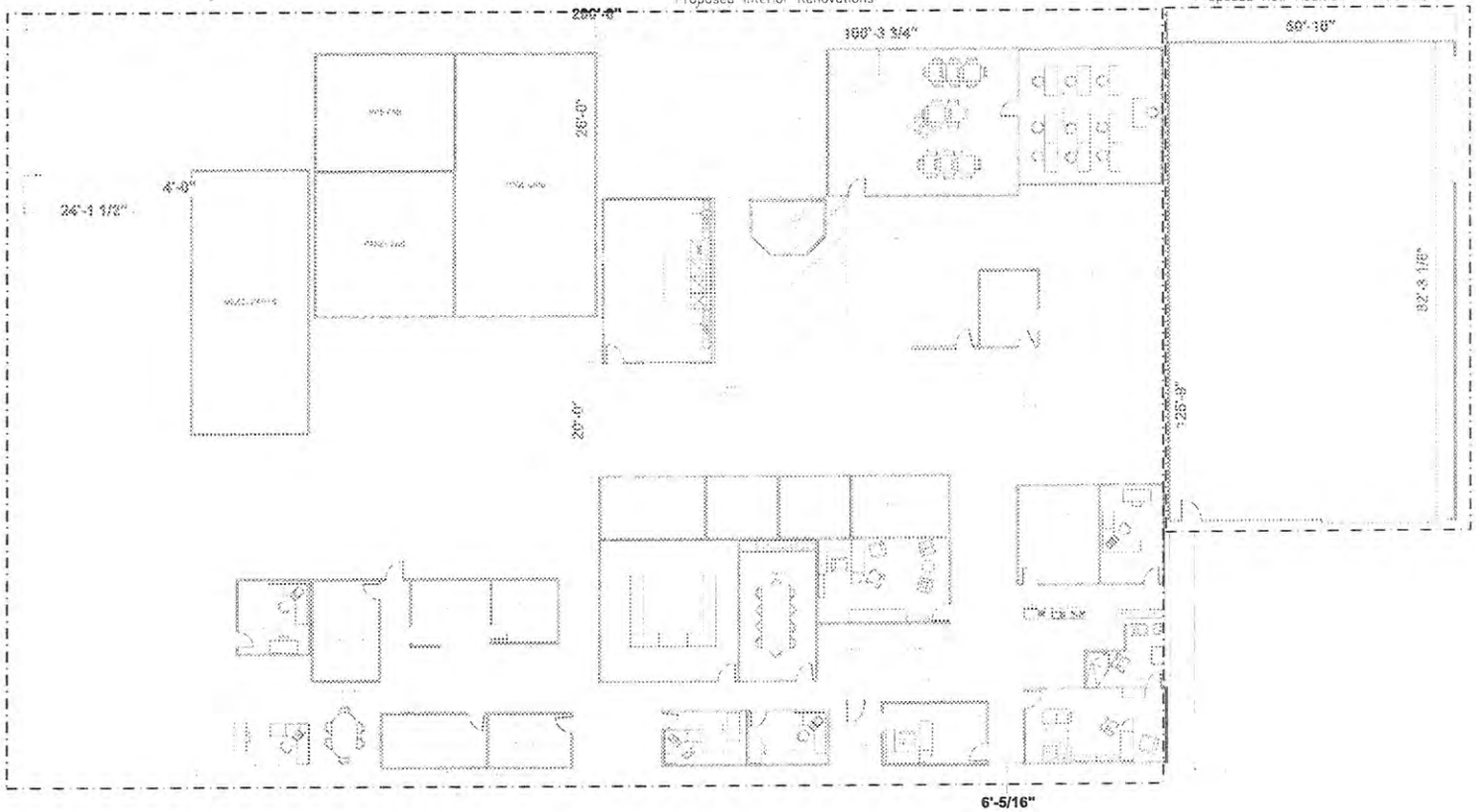
BUILDING SQUARE FOOTAGE: 25,000 SQUARE FEET

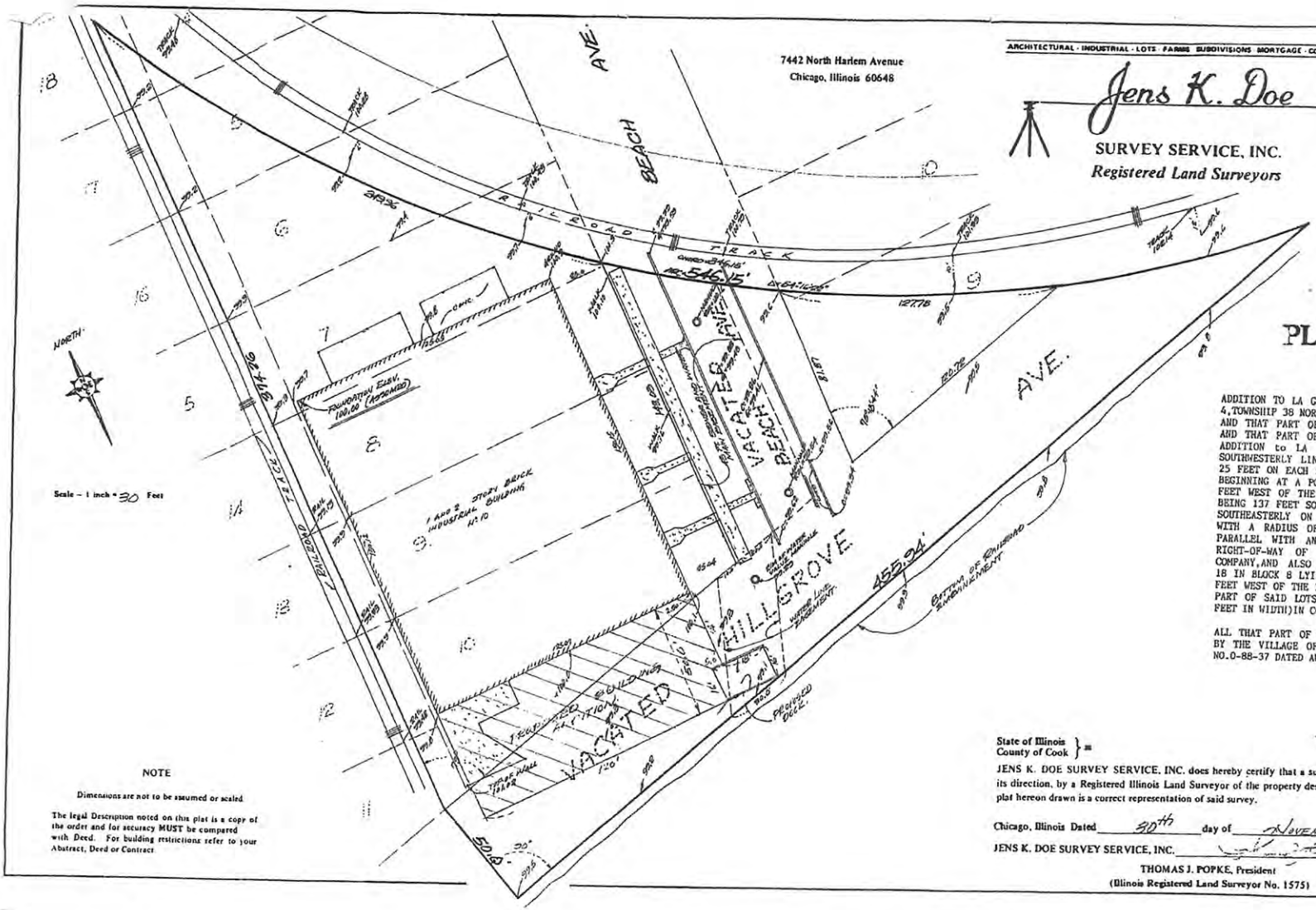


1st Floor / 27,200 SF

Summer of 2016
Proposed Interior Renovations

FALL of 2016
Proposed New Addition - 4100 SQ FT





7442 North Harlem Avenue
Chicago, Illinois 60648

ARCHITECTURAL · INDUSTRIAL · LOTS · FARMS SUBDIVISIONS · MORTGAGE · CONDOMINIUMS

Jens K. Doe
SURVEY SERVICE, INC.
Registered Land Surveyors

Phone: 775-0530
775-0531

ORDER NO.
882206

PLAT OF SURVEY

of

LOTS 8-9 AND 10 IN BLOCK 8 IN SHAWNUT AVENUE ADDITION TO LA GRANGE SUBDIVISION OF THE NORTH HALF OF SECTION 4,TOWNSHIP 38 NORTH,RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF LOTS 4-5-6 AND 7 IN SAID BLOCK 8 AFORESAID AND THAT PART OF LOTS 9 AND 10 IN BLOCK 9 IN SHAWNUT AVENUE ADDITION to LA GRANGE AFORESAID ,LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF A STRIP OF LAND 50 FEET IN WIDTH BEING 25 FEET ON EACH SIDE OF THE CENTER LINE DESCRIBED AS FOLLOWS;- BEGINNING AT A POINT IN A LINE WHICH IS PARALLEL WITH AND 1173 FEET WEST OF THE EAST LINE OF SECTION 4 AFORESAID ,SAID POINT BEING 137 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 4;THENCE SOUTHEASTERLY ON A TANGENTIAL CURVE CONVEX TO THE SOUTHWEST WITH A RADIUS OF 573.7 FEET TO A POINT IN A LINE WHICH IS PARALLEL WITH AND 25 FEET SOUTH OF THE NORTH LINE OF THE RIGHT-OF-WAY OF THE CHICAGO,BURLINGTON AND QUINCY RAILROAD COMPANY,AND ALSO THAT PART OF LOTS 11-12-13-14-15-16-17 AND 18 IN BLOCK 8 LYING EAST OF A LINE DRAWN PARALLEL WITH AND 1123 FEET WEST OF THE EAST LINE OF SECTION 4,AFORESAID (EXCEPT THAT PART OF SAID LOTS LYING WITHIN THE AFORESAID STRIP OF LAND 50 FEET IN WIDTH)IN COOK COUNTY,ILLINOIS.

ALSO

ALL THAT PART OF BEACH AVENUE AND HILLGROVE AVENUE AS VACATED BY THE VILLAGE OF LA GRANGE COOK COUNTY,ILLINOIS AS ORDINANCE NO.O-88-37 DATED AUGUST 22,1988

NOTE

Dimensions are not to be assumed or scaled.

The legal Description noted on this plat is a copy of the order and for accuracy MUST be compared with Deed. For building restrictions refer to your Abstract, Deed or Contract

State of Illinois
County of Cook } ss

JENS K. DOE SURVEY SERVICE, INC. does hereby certify that a survey has been made under its direction, by a Registered Illinois Land Surveyor of the property described hereon and that the plat hereon drawn is a correct representation of said survey.

Chicago, Illinois Dated 30th day of NOVEMBER, 19 88

JENS K. DOE SURVEY SERVICE, INC.

THOMAS J. POPKE, President
(Illinois Registered Land Surveyor No. 1575)

FRACTIONAL INCH EQUIVALENTS OF HUNDREDTHS OF A FOOT

.01 = 1/8"	.26 = 3 1/8"	.51 = 6 1/8"	.76 = 9 1/8"
.02 = 1/4"	.27 = 3 1/4"	.52 = 6 1/4"	.77 = 9 1/4"
.03 = 3/8"	.28 = 3 3/8"	.53 = 6 3/8"	.78 = 9 3/8"
.04 = 1/2"	.29 = 3 1/2"	.54 = 6 1/2"	.79 = 9 1/2"
.05 = 5/8"	.30 = 3 5/8"	.55 = 6 5/8"	.80 = 9 5/8"
.06 = 3/4"	.31 = 3 3/4"	.56 = 6 3/4"	.81 = 9 3/4"
.07 = 7/8"	.32 = 3 7/8"	.57 = 6 7/8"	.82 = 9 7/8"
.08 = 1"	.33 = 4"	.58 = 7"	.83 = 10"
.09 = 1 1/8"	.34 = 4 1/8"	.59 = 7 1/8"	.84 = 10 1/8"
.10 = 1 1/4"	.35 = 4 1/4"	.60 = 7 1/4"	.85 = 10 1/4"
.11 = 1 3/8"	.36 = 4 3/8"	.61 = 7 3/8"	.86 = 10 3/8"
.12 = 1 1/2"	.37 = 4 1/2"	.62 = 7 1/2"	.87 = 10 1/2"
.13 = 1 5/8"	.38 = 4 5/8"	.63 = 7 5/8"	.88 = 10 5/8"
.14 = 1 3/4"	.39 = 4 3/4"	.64 = 7 3/4"	.89 = 10 3/4"
.15 = 1 7/8"	.40 = 4 7/8"	.65 = 7 7/8"	.90 = 10 7/8"
.16 = 2"	.41 = 5"	.66 = 8"	.91 = 11"
.17 = 2 1/8"	.42 = 5 1/8"	.67 = 8 1/8"	.92 = 11 1/8"
.18 = 2 1/4"	.43 = 5 1/4"	.68 = 8 1/4"	.93 = 11 1/4"
.19 = 2 3/8"	.44 = 5 3/8"	.69 = 8 3/8"	.94 = 11 3/8"
.20 = 2 1/2"	.45 = 5 1/2"	.70 = 8 1/2"	.95 = 11 1/2"
.21 = 2 5/8"	.46 = 5 5/8"	.71 = 8 5/8"	.96 = 11 5/8"
.22 = 2 3/4"	.47 = 5 3/4"	.72 = 8 3/4"	.97 = 11 3/4"
.23 = 2 7/8"	.48 = 5 7/8"	.73 = 8 7/8"	.98 = 11 7/8"
.24 = 3"	.49 = 6"	.74 = 9"	.99 = 12"
.25 = 3 1/8"	.50 = 6 1/8"	.75 = 9 1/8"	1.00 = 12"

EXHIBIT F

IDENTIFICATION OF PERSONS OR ENTITIES HAVING AN INTEREST

The property is owned by 10 N Beach LLC, of which the managing member is Dubak Management Group LLC (DMLLC). DMLLC is comprised of two members:

I. VLASTIMIR DUBAK – 542 S. 6TH AVENUE, LA GRANGE, IL 60525
II. NEBOJSA "NICK" DUBAK – 6362 S PONTIAC DR, INDIAN HEAD PARK, IL 60525

WWW.CYBERDRIVEILLINOIS.COM

JESSE WHITE
SECRETARY OF STATE

LLC FILE DETAIL REPORT

Entity Name	10 N BEACH LLC	File Number	05538173
Status	ACTIVE	On	02/11/2016
Entity Type	LLC	Type of LLC	Foreign
File Date	02/11/2016	Jurisdiction	DE
Agent Name	PHILIP M FORNARO	Agent Change Date	02/11/2016
Agent Street Address	1022 S LAGRANGE RD	Principal Office	417 S BLUFF STE 400 LAGRANGE, IL 605250000
Agent City	LAGRANGE	Management Type	MGR
Agent Zip	60525	Duration	PERPETUAL
Annual Report Filing Date	00/00/0000	For Year	
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

Purchase Certificate of Good Standing

(One Certificate per Transaction)

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JESSE WHITE
SECRETARY OF STATE

LLC MANAGERS

Entity Name	10 N BEACH LLC	File Number	05538173

Name	Address
DUBAK MANAGEMENT GROUP INC	417 S BLUFF STE 4200, LAGRANGE, IL - 605250000

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JESSE WHITE
SECRETARY OF STATE

CORPORATION FILE DETAIL REPORT

Entity Name	DUBAK MANAGEMENT GROUP INC.	**File Number**	68864852
Status	ACTIVE		
Entity Type	CORPORATION	**Type of Corp**	FOREIGN BCA
Qualification Date (Foreign)	02/26/2013	**State**	DELAWARE
Agent Name	PHILIP M FORNARO	**Agent Change Date**	05/20/2015
Agent Street Address	1022 S LAGRANGE RD	**President Name & Address**	VLASTIMIR DUBAK 542 S 6TH AVE, LAGRANGE, IL 60525
Agent City	LAGRANGE	**Secretary Name & Address**	NEBOJSA DUBAK 6362 S PONTIAC DR, INDIAN HEAD PARK IL 60525
Agent Zip	60525	**Duration Date**	PERPETUAL
Annual Report Filing Date	01/14/2016	**For Year**	2016

Search by Search Screen

Purchase Certificate of Good Standing

(One Certificate per Transaction)

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EXHIBIT G

PROPERTY USE

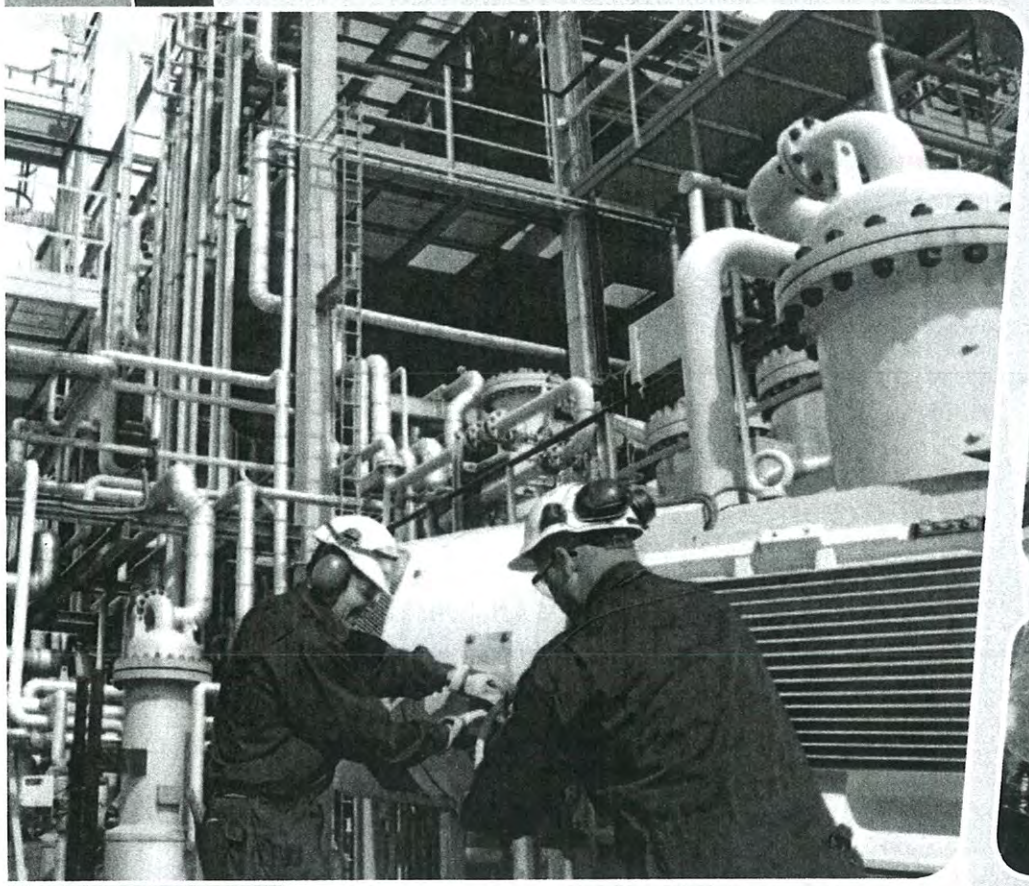
The intended and precise nature as well as extent of use of the subject property will be dedicated to construction, maintenance, and engineering capabilities. Particularly, the subject will be used as the base and headquarters for and of the company which "provides single-source industrial electrical contracting, turn-key project delivery, control systems integration, engineering, contract maintenance, as well as maintenance and reliability planning programs with the main scope of enabling clients to achieve maximum efficiencies." Applicant has attached exemplar documentation of said usage to the instant exhibit.

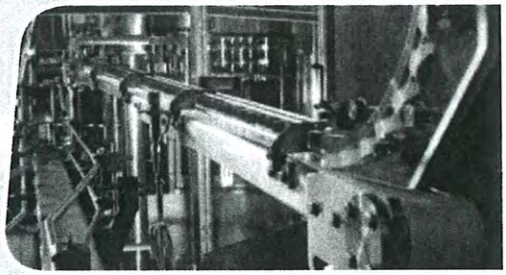
Applicant is reviewing all feasible expansion, new construction as well as substantial redevelopment and/or rehabilitation plans and cannot specify the amount or percentage of floor area devoted to the various components of use at this time. Additionally, Applicant reserves the right to amend and/or supplement said response at a later time when new or additional information subsequently becomes known or available to Applicant.

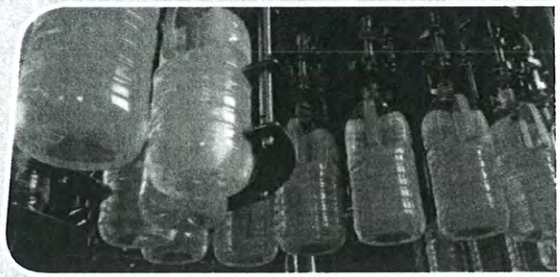
Preliminarily, Applicant plans to renovate the existing structure and build an addition of approximately 4,100 square feet.

industrial electrical contractors | maintenance | design | integration

CONTRACTOR PROFILE







High Performance Electrical Solutions for Over 25 Years

Dubak Electrical Group
417 South Bluff Avenue Suite 400
LaGrange, IL 60525 USA
Ph (708) 579-5252 Fax (708) 579-5264

Dubak Electrical Group™

www.dubakelectrical.com

Why Dubak?

Quality is a Standard.
Safety is Our Culture.
Committed to Clients.
Innovative Solutions.

ABOUT DUBAK :↘

DUBAK ELECTRICAL IS A NATIONAL LEADER IN THE ELECTRICAL, AUTOMATION, & TECHNOLOGY SECTORS, AND IS DEDICATED TO PROVIDING THE INDUSTRY'S MOST SKILLED CRAFTSMANSHIP, IMPECCABLE PERFORMANCE, AND COMPETITIVE PRICING TO OUR CLIENTS ACROSS THE NATION.

Dubak Electrical has emerged as a pacesetter and a Leader in the Electrical Construction & Maintenance field since industry realized that a single source turnkey electrical group has proved to be the cost-effective approach to reliable plant operation. Dubak Electrical has offered clients construction & maintenance programs that ultimately reduce cost and demands, while maintaining stringent quality measures.

Dubak Electrical is a family-owned and operated company with an excellent record of success. Since 1988, we have consistently demonstrated a level of integrity and stability that has led to many continuing relationships with clients who appreciate our reliable and timely completion of projects, and our leadership.

INDUSTRIES WE SERVE :

OUR CORPORATE VALUES :

We respect the individual, and believe that individuals who are treated with respect and given responsibility respond by giving their best.

We are frugal. We guard and conserve the company's resources with the same vigilance which we would use to guard and conserve our own personal resources.

We are believers in the Golden Rule. In all our dealings we will strive to be friendly and courteous, as well as fair and compassionate.

Quality is a Standard. Our goal is simply to be the best and to continually improve. This is accomplished through focused teamwork, pride in our work, quality controlled systems, and by hiring and educating the best people we can possibly find. Our team members are quality focused.

Safety is our Culture. Keeping our employees and our client project safe are the most important matter to us, and safety will always come first as we strive for accident-free projects. We are committed to safety.

Committed to Clients. We feel a sense of urgency on any matters related to our clients. We own problems and we are always responsive. We are client driven.

Innovative Solutions. Our team members are focused, developed, and proficient on the most advanced technologies, methods, and processes in the industrial engineering, construction, & maintenance sector. We are experts in our field.

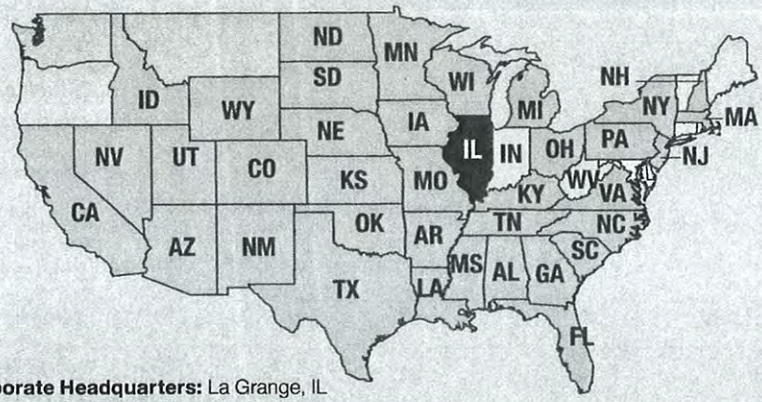
Our company leaders, management, & employees make our values visible.

OUR MISSION :

Dubak Electrical Group is committed to maintaining the highest standards of quality, safety, leadership, and performance to our clients across the nation by way of our continuous development and commitments in the areas of culture, integrity, craft training, and safety with our merit shop team member employees.

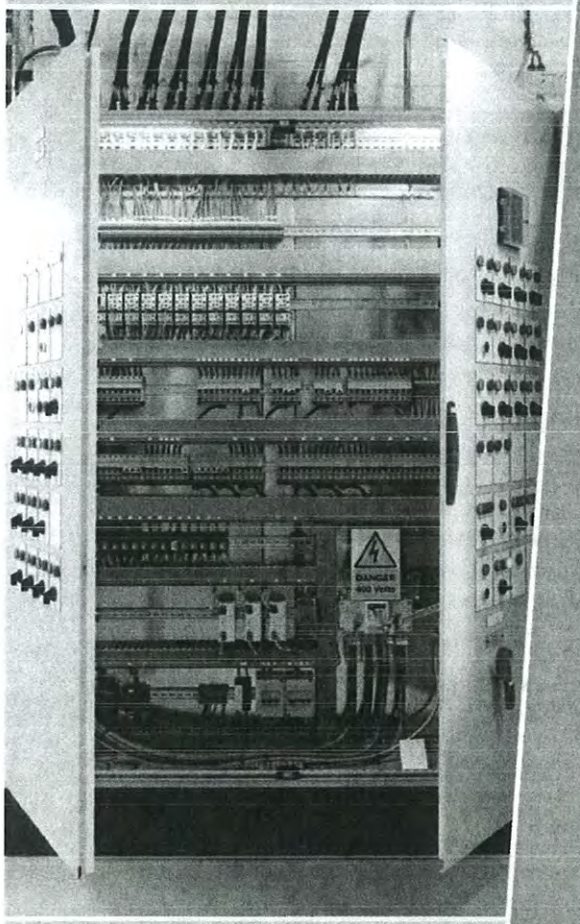
We will always uphold our company's commitment as a ***"Leader in the Electrical Construction and Maintenance Sector "***.

SERVICE AREA :



- **Corporate Headquarters:** La Grange, IL
- **Indianapolis Regional Office:** Indianapolis, IN
- **Tri-State Regional West Virginia Office:** Charleston, WV
- Service Area

LEADER IN ELECTRICAL
CONSTRUCTION AND MAINTENANCE



CLIENT SATISFACTION :

Superior Field Leadership & Project Management

Dubak Electrical, it's senior management, and field supervision teams are comprised predominately of trades people with advanced education, training and experience in electrical and instrumentation capital construction & maintenance. The Dubak Electrical model of service excellence began in 1988, when Vlasto "Val" Dubak ventured on out to his journey of the American Dream. This journey involved the creation of his own organization with the purpose of delivering the highest quality and safest performance in the industrial electrical contracting arena to serve clients. Val Dubak joined by his son Nick in 1995 have together, along with their team developed a national reputation in the merit shop and industrial construction trades as a group who could execute the most complex of projects within very tight and pressing timelines. Upon the founding of Dubak Electrical, our field performance, proven expertise, and dependability in the industrial sector are the components which have flourished Dubak Electrical into the high performing organization which it has evolved and developed into. Today, Dubak Electrical management resources are fully integrated. Dubak Project Teams have versatile-training across all of our national markets served giving our organization flexibility to resource and specialize in project specific challenges.

Innovative Electrical Solutions

Dubak Electrical has developed and integrated for the purpose of streamlining work flow and seamless delivery of projects and maintenance to it's clients' a customized project management software called "DuTrak".

DuTrak encompasses real-time control processes for all its capital & maintenance projects.

Corporate & Craft Resources

- Regional Presence throughout the country with multi-state licensing.
- Database of over 250 skilled craft personnel and supervision in multiple electrical, instrumentation, HVACR, & controls disciplines.

Diversified Growth through Various Industries

Dubak Electrical has grown by reputation and through repeat opportunities by providing high performance electrical solutions to it's clients, both in the Private industrial Sector as well as many Fortune 500 Clients.

LABOR RESOURCES :

Clients often inquire as to Dubak Electrical's ability to attract and maintain such a skilled Electrical & Instrumentation workforce while working in so many regions throughout the country. Dubak Electrical has developed a plan and Strategy which employs the highest of pre-qualifying skill set standards in the Electrical Industry. Dubak Electrical maintains a robust and strong core of Field Management, Supervision, and Journeymen Craft Labor Nationally on a routine and Fulltime vested status. Our recruitment efforts for staffing up larger scale project or maintenance initiatives begin at the local level. All of our projects begin with a pre-job addressing labor resource requirements in detail. Our resources may originate through our direct hire, seasonal hire, membership affiliations with the Associated Builders & Contractors (ABC), or via select few pre-qualified technical craft labor network providers with whom we maintain close relations and stringent prequalification processes.

Much of Dubak Electrical's success has come from the "Dubak Craft System", where an employee on a Dubak project tells others about their experience working for Dubak Electrical. The Dubak Craft System created by means of employing over 400 craft labor nationally since 1988 know the exceptional safety training, tools, material, equipment and the supervision to get the job done right. There is nothing a MERIT SHOP Dubak craftsperson likes better than a chance to do a great job. Today, we at Dubak Electrical maintain numerous examples of how this works around the country for Dubak Electrical.

SAFETY PROGRAMS :

- Full-time Safety Director
- Safety Manual for Industry
- Daily Safety Meetings
- Weekly Safety Audits
- Pre-job Meetings
- Progressive Disciplinary Policy
- Drug Testing
- Test for Cause
- Accident/Near Miss Investigation
- Safety Training (includes new hire orientation)
- Yearly Supervision Appraisals tied to Safety Performance
- P.S.A. A pre-job assessment of known or predictable hazards
- Job Safety Analysis - JSA

Safety Information

safety... our most important matter

At Dubak Electrical, Safety is our primary concern. That's why we have a company wide goal of Zero injuries and accidents on every job we perform. Through constant reiteration of our safety procedures, immediate response to all unsafe acts, and positive reinforcement of safe behavior, we have been highly successful in reduction of higher-risk activities. Our Safety Record works for you with a reduction in our E.M.R. and lowered insurance costs, a savings which we pass on to the customer, as well as personal comfort of finishing each day accident free.

Dubak Electrical recognizes that safety is the most important aspect of our business. We owe it to both our customers and our employees to maintain the highest of standards when it comes to safe working conditions and methods.

Our Safety Committee is compromised of top-level management from all divisions, who work closely with Dubak Electrical Safety director and consultants to review and update current policies and procedures, to guarantee the highest possible level of safety performance.

As our company has grown, we have stepped up our efforts to ensure safety on each and every project, including a Safety Orientation for new personnel, and company wide Awareness and Incentive programs to promote a safe working environment ; and finally yearly safety orientation of ALL field and management personnel.

"If a job cannot be performed in a safe manner, then we will not perform it until a safe approach is arrived to."

Nick Dubak, Chief Operating Officer
Dubak Electrical Group.

Quality Assurance Program

At Dubak Electrical, Quality is a Standard. We are committed to the efficient delivery of Quality Project & Maintenance Services to each and every client we touch, each & every time. Our stringent Quality Assurance Practices ensures that our clients will receive consistent quality & delivery each and every time. Our Quality Assurance System (QAS) gathers all pertinent details to the project scope, captures the project scope installation requirements, sets standard installation procedures, provides for a consistent quality work product, and accounts for full traceability to installation work performed by Dubak Electrical's Resources.

QUALITY POLICY

"Dubak Electrical Maintenance Corp. strives to deliver the highest performing electrical construction & maintenance project delivery with the highest regard in safety and quality to it's clients within schedule and for the best possible value."

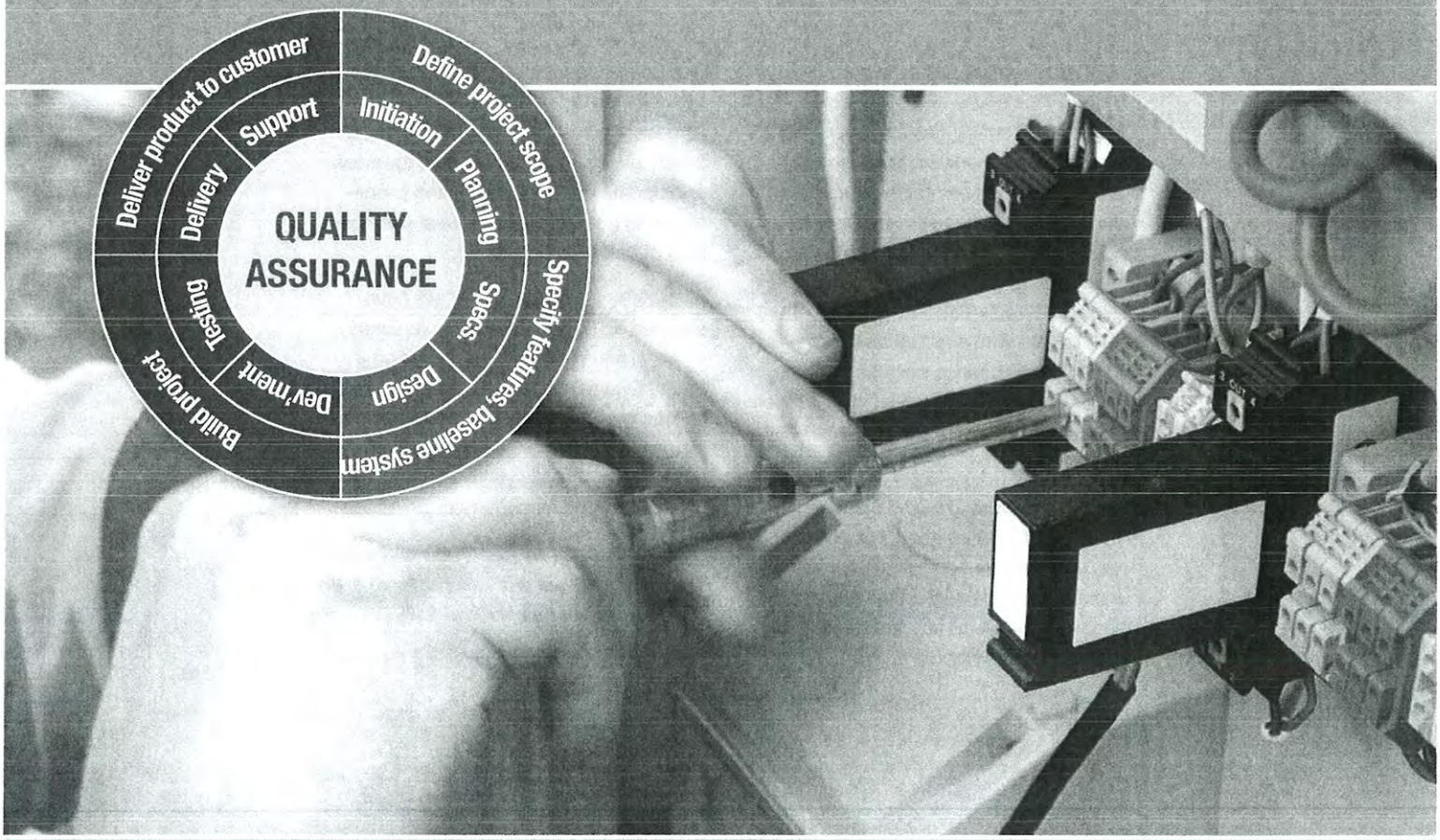
At Dubak Electrical Maintenance Corp. our goal is to provide customers with high-quality electrical, construction and maintenance services. Dubak Electrical Maintenance Corp. accomplishes this goal by listening to customer's needs and translating those needs into continuously improved products and services.

Dubak Electrical Maintenance Corp. executive leadership is responsible for assuring the quality policy is understood, implemented, and maintained at all levels. This is accomplished through individual and group training of all employees. The above stated quality policy describes the intent of Dubak Electrical Maintenance Corp. overall intentions and directions with regard to quality.

SAFETY HYGIENE GOOD MANUFACTURING PRACTICE GMP TRAINED COMPLIANT Dubak Electrical Maintenance Corp.

FOOD, BEVERAGE, PHARMACEUTICAL

QUALITY ASSURANCE QA



OUR QUALITY ASSURANCE PROGRAM INCLUDES THE FOLLOWING:

- Quality Assurance Policy & Developed Procedure.
- Project Specific Quality Assurance Programs.
- Drawing & Schematic Review QA.
- General Arrangement Review and Coordination of E & I Equipment QA.
- Maintain to Specification QA.
- Value Engineering QA Services.
- Coordination of Installation with other Trades QA (Prevent Routing Conflict).
- Raceway Installation QA. (Cable Tray, Conduit, Wireway, Etc.)
- Wiring Termination Documentation and Work Packages. Full traceability of wiring terminations for power, control, & instrumentation.
- Electrical & Instrumentation QA – Quality Installation to NEC, Municipal, and State Standards.

Contract Maintenance

For over 25 years, Dubak Electrical has worked to become a leader in providing cost-effective contract maintenance services to our Industrial clients. Our continuous contracts with multiple Fortune 500 firms are an indication of our value in the Industrial sector. Our experience with contract maintenance has given us the expertise to help reduce your annual cost without sacrificing safety or quality.

In our market sectors, where competition is driven primarily by cost, facility and plant maintenance is a required service. Contract maintenance is the most cost-effective and reliable approach to ensuring a plant's operation. Our highly experienced workforce, consisting of extensively trained and experienced journeymen, assures excellence, control, and accountability. Whether your needs revolve around full time or periodic contract maintenance, Dubak can be your single source provider for plant contract maintenance requirements.

OUR SERVICES INCLUDE :

- Preventive Maintenance Programs
- Predictive Maintenance
- Duty & Task Analysis
- Shutdown Planning & Coordination
- Maintainability & Operability Coordination
- Material Warehousing & Management
- Facility Maintenance

POWER :

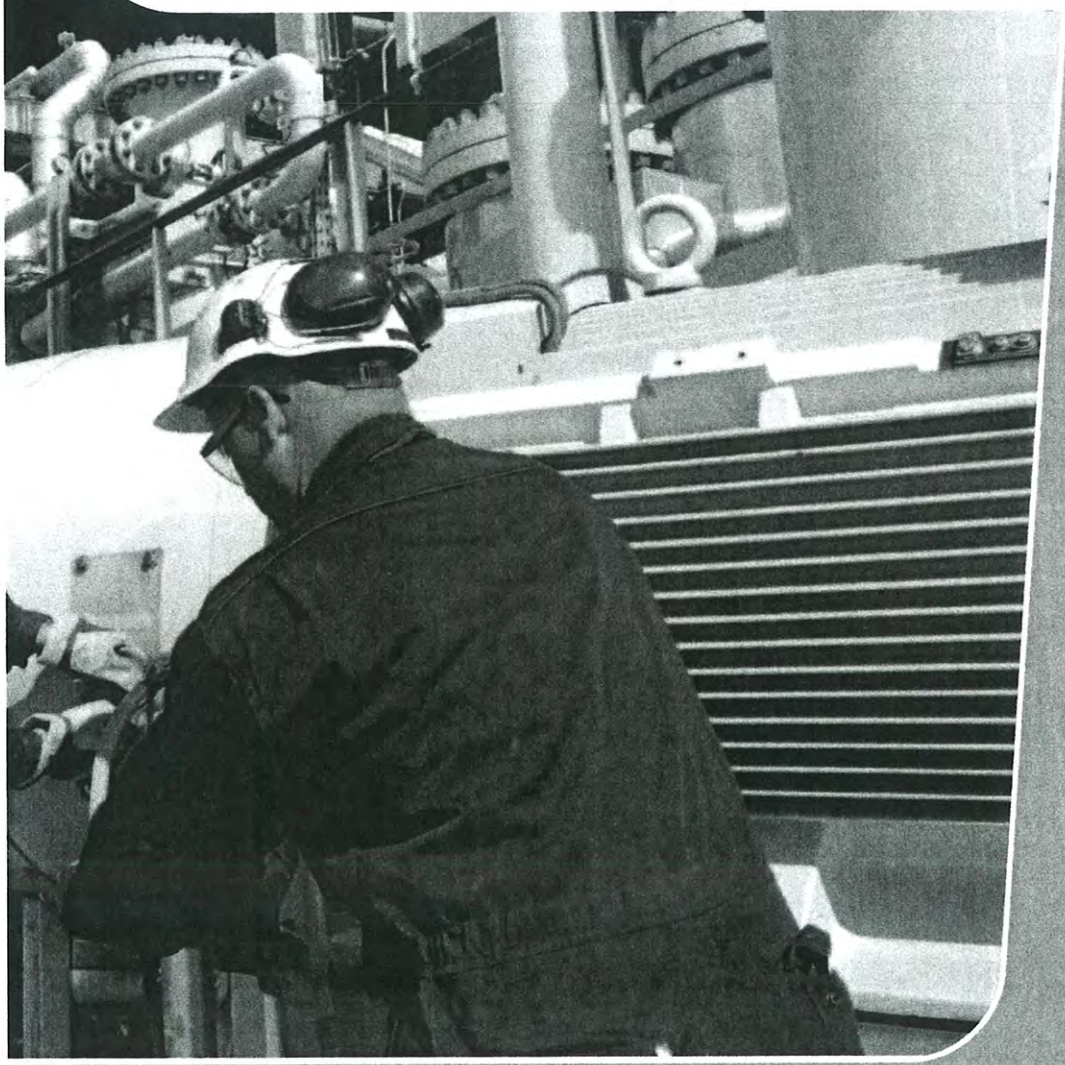
- Switchboards
- Switchgear
- Electrical Distribution Panel Maintenance
- Motor Control Centers / Motor Controls
- Preventative Maintenance
- Color Thermography

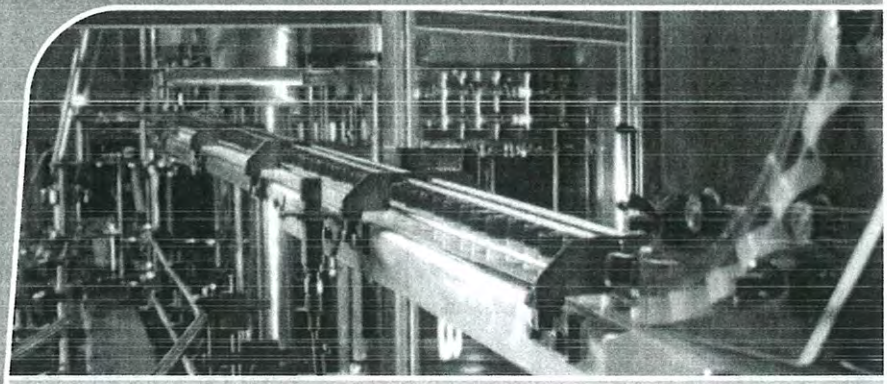
LIGHTING :

- Re-Lamping, Re-Ballasting
- Fluorescent
- LED Lighting
- H.I.D.
- Metal Halide & High Pressure Sodium Systems
- Incandescent Systems
- Troubleshooting Wiring

CONTROL SYSTEM/ AUTOMATION :

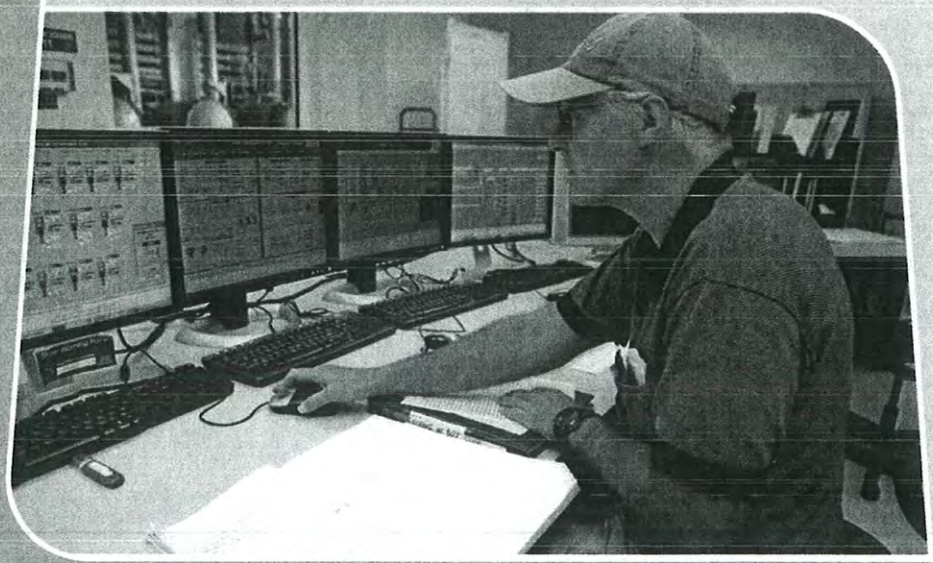
- Programmable Logic Controller
- Programming All Makes And Models
- System Troubleshooting
- PLC Replacements / New Installations
- Process Management Systems
- Software Programming And Screen Design
- DCS Distributed Control Systems





Control & Automation

Dubak Electrical control system engineers are capable of designing, fabricating and constructing control panels, electrical control design, PLC Programming, and human machine interface programming. Our staff – with over 20 years of experience – consists of programmers, designers, panel builders, and support personnel providing a complete solution for plant automation. We have years of experience in Allen Bradley, Siemens, Omron, General Electric and many other control and automation processors . Our graphical interface experience includes products such as Controlview, Cmore, Factorylink, Intellutions, InduSoft, WIN CC, and Wonder Ware. These graphical interface packages, along with our heavy emphasis in data acquisition and programming capabilities, allow for a robust control system which allows the customer to maximize their investment.



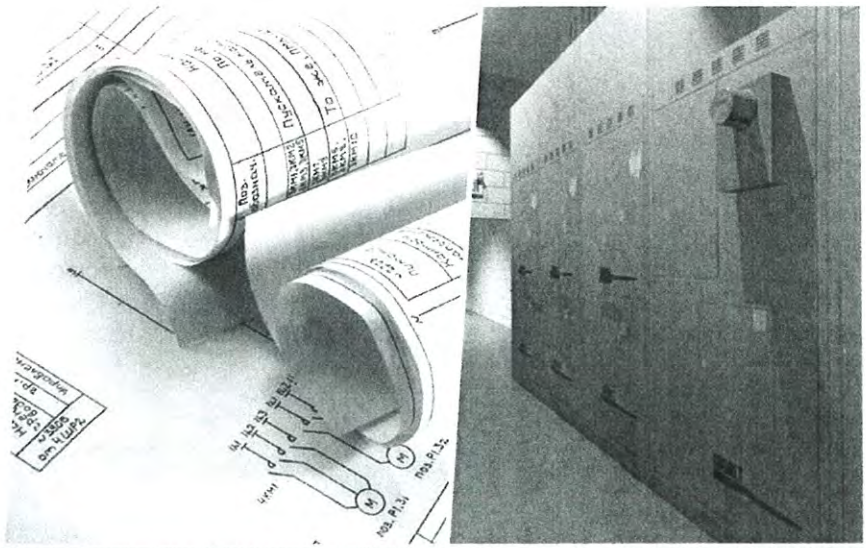
Design

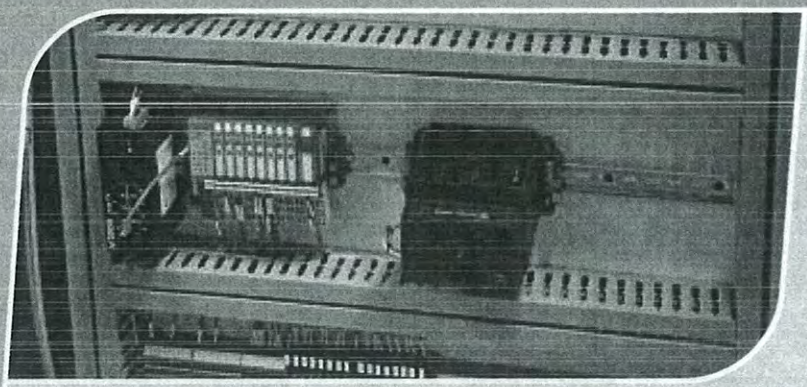
Dubak Electrical prides itself on the reputation that it has built while providing electrical design, electrical installation and electrical maintenance for industrial processing facilities. Our 100% commitment to customer satisfaction ensures that our customers have a competitive advantage on all of their electrical and mechanical projects. We specialize in providing value added services to our customers that focuses on the needs of our customers ensuring that our products and services to improve value without sacrificing quality, reliability or service.

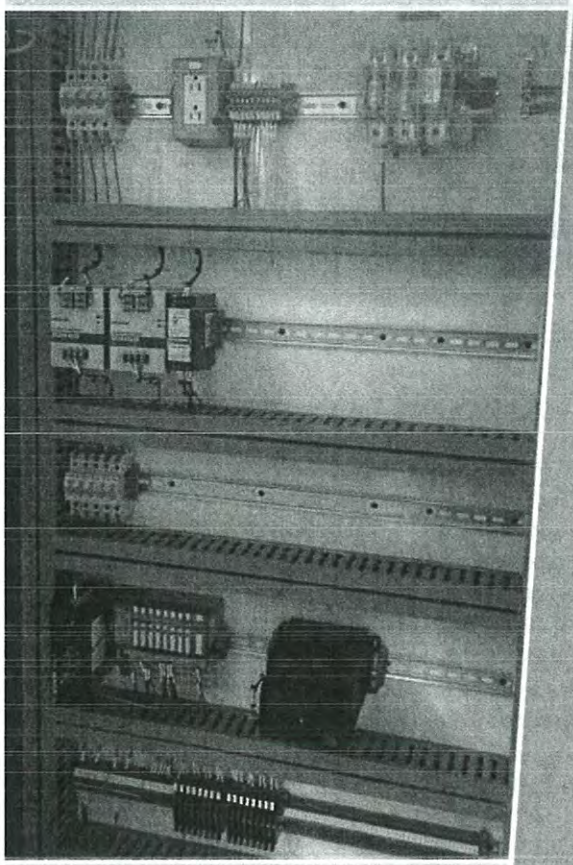
Our Design Group works with the clients business needs through conceptual design while utilizing state of the art construction disciplines to examine the entire scope of the project. Dubak prides itself on incorporating all project issues to provide the greatest potential of success for our customers including cost improvement, life cycle expenditures, capital cost expenditures, project management, scheduling, procurement, installation, process training, service and maintenance.

OUR CAPABILITIES INCLUDE :

- 3D CAD Drawings
- Pre-Project Planning
- Value Added Services
- Utility Service Coordination
- Electrical Audits
- Quality & Safety
- Installation & Maintenance
- Project Management
- Medium & Low Voltage
- Procurement







Control Panel Systems

For over 25 years, Dubak Electrical Maintenance Corp our electrical and control panel fabrication division has been capable of meeting our customerís needs in engineering, design and fabrication. Our custom control panels and system assemblies range from small single junction box assemblies to multiple enclosure PLC and DCS systems. Our panel fabrication division has over 10,000 square feet allowing us to provide inventory, fabrication, staging, factory testing and shipping of even the largest panel systems.

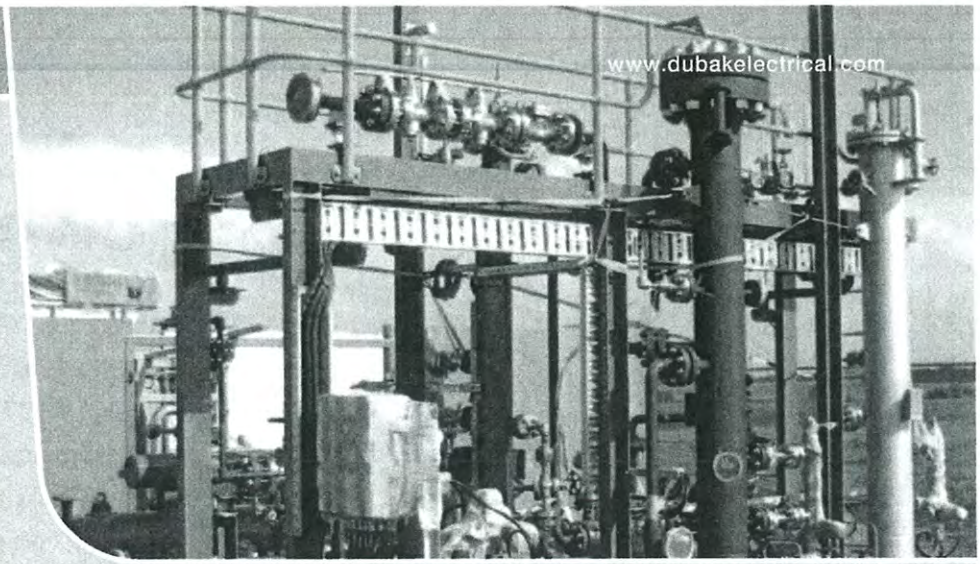
OUR CAPABILITIES INCLUDE :

- Junction Box Assemblies
- Control Panels
- PLC Systems & DCS Systems
- Single & Multi-Loop Control System Panels
- Custom Fabrication Panels
- Designing, Fabrication, Testing, Installation & Labeling

Dubak Electrical's professional staff has the knowledge, skill, and proficiency to have designed, programmed, and commissioned state of the art process control systems for a large number of major industrial and commercial clients in the food processing, alternative fuel processing, chemical processing and multiple manufacturing processes. Dubak Electrical ensures that your order is ON TIME, EVERY TIME!

REDUCE INSTALLATION DOWNTIME

SMART FLOOR SPACE

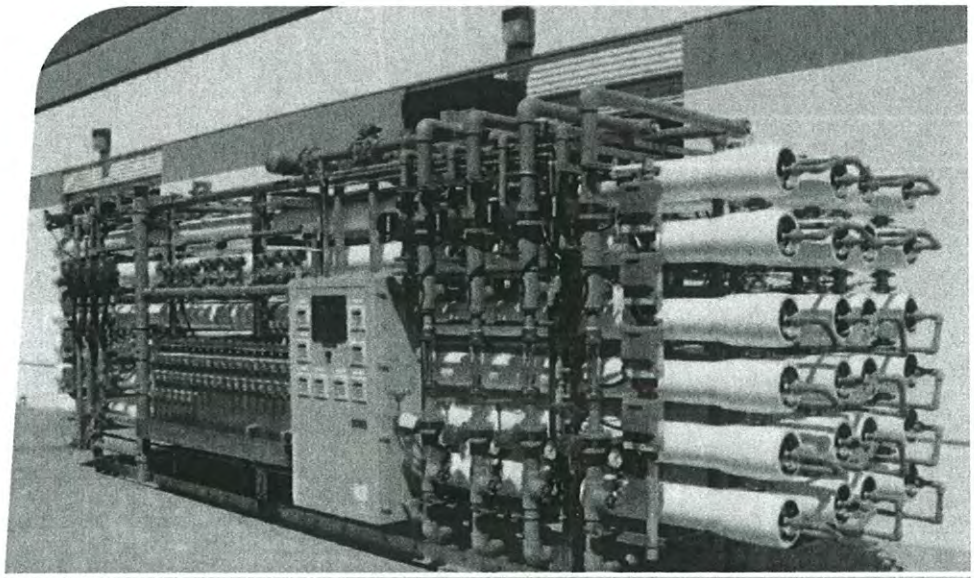


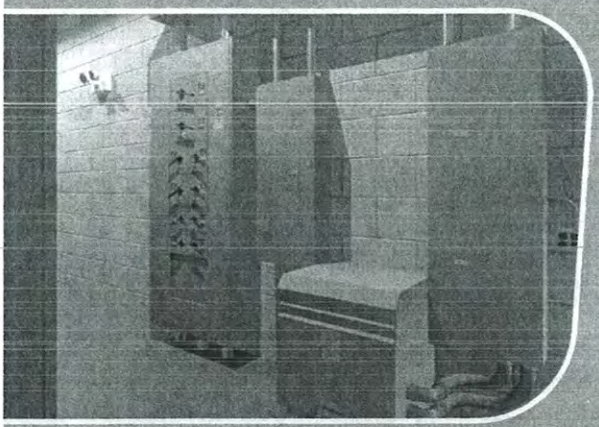
Process Skid Electrical & Instrumentation

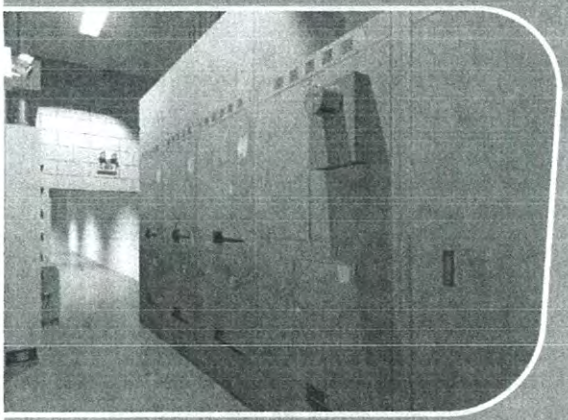
Complete Modular Systems assembled in accordance with customer specs. From simple pump skids to complex piping modules complete with instruments and controls. Complete Electrical system capability in accordance with the National Electric Code (NEC) Including Hazardous Locations. Exceptional pneumatic and process tubing work as well as hydrostatic and pneumatic pressure testing including complete functional testing of system controls.

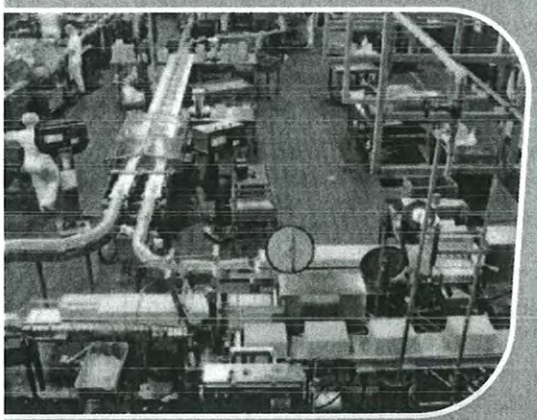
The efficient design of DUBAK's Process Skid Systems can complement any installation or integration type. Our process modules and stainless steel process systems are easy to use and can reduce installation time because of their modular installation, allowing you to get back to what you do best — production. Stay on track, be on time with turnkey Electrical & Instrumentation installations.

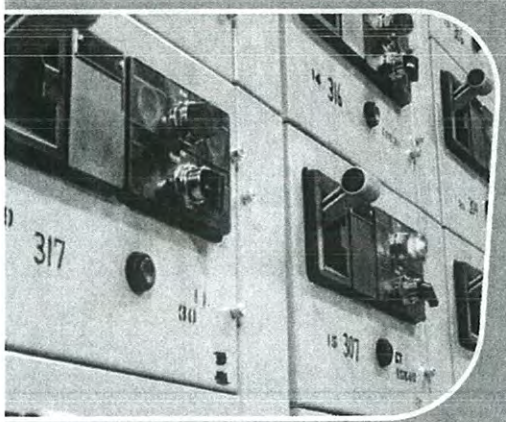
INTEGRATION – CONSULTATION, DESIGN, FABRICATION, INSTALLATION AND STARTUP TO ENSURE SKID PROPERLY INTEGRATES WITH EXISTING SYSTEM











Power

AT DUBAK ELECTRICAL, OUR HIGHLY EXPERIENCED TEAM MEMBERS ARE DEDICATED TO THE CREATION OF INNOVATIVE SOLUTIONS BASED ON YOUR SPECIFIC REQUIREMENTS AND ARE PREPARED TO DESIGN, CONSTRUCT AND TROUBLESHOOT EVEN THE MOST COMPLEX INSTALLATIONS. SINCE OUR REPUTATION IS BASED ON CUSTOMER SATISFACTION, WE ARE COMMITTED TO YOUR PROJECT FROM CONCEPTION THROUGH IMPLEMENTATION AND SUPPORT.

- Main Switchgear Installations
- Bus Duct & Riser Feeders
- Power & Control Wiring for Processing and Manufacturing Equipment
- Power for Commercial and Industrial Projects
- Computer Room Installations
- Emergency Services

SYSTEM DISTRIBUTION (SD) :

- New Construction and Terminations
- Up to 35,000-volt Primary and Secondary Extensions
- Cable Section Replacement for Faulty Circuits
- Reconstruction & Emergency Restoration
- Uninterruptible Power Systems
- Generator System Installation
- Preventive Power Maintenance Programs
- Equipment Relocations, Additions, & Alterations

MISCELLANEOUS MAINTENANCE :

- Equipment Relocation
- Raising & Lowering of Equipment
- Cable Relocations

On-call services 24 hours a day, 7 days a week, to prepare for the unexpected emergencies should a failure occur outside of normal business hours.

24 HOUR EMERGENCY DISPATCH SERVICES **1.800.677.6303**

Lighting

For a cost-effective and innovative lighting solution, our design and installation services include a variety of customized choices, with a wide range of Consultants and Designers.

Dubak Electrical Maintenance Corp. has strived to be the lowest cost provider of quality lighting installations to our customers. Dubak Electrical is well positioned to offer customers complete turnkey services from design to installation as well as emergency maintenance and repair.

LIGHTING CAPABILITIES & SERVICES) :

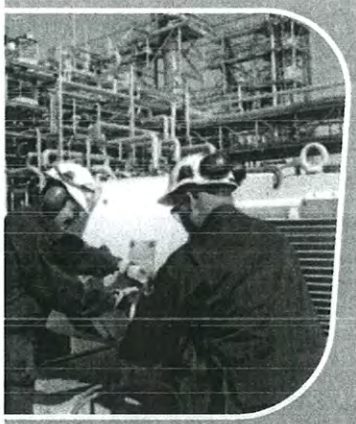
- Industrial and Warehouse Interior Lighting Solutions
- Hi-Bay LED Warehouse Lighting. (New & Retrofit Solutions)
- Hi-Bay Fluorescent Lighting. (New & Retrofit Solutions)
- High Intensity Discharge Lighting (H.I.D.) New & Retrofit Solutions
- Food & Beverage Industry Rated Lighting (GMP Compliant)
- Oil & Gas Listed Lighting (XP, Oil, & Dust Tight)
- Lighting Audits with Payback Analysis (ROI)

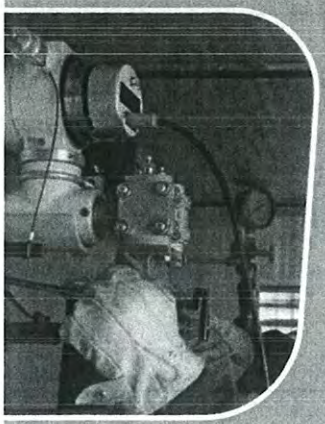
COMMERCIAL / OFFICE ENVIRONMENT LIGHTING :

- Interior Architectural Lighting, Incandescent, Fluorescent and New LED Lighting Solutions.
- Direct / Indirect Lighting.
- Atmosphere Lighting.
- Classroom Lighting.
- Dimming & Lighting Control Systems
- Retail Store Lighting.
- Low Voltage Lighting Solutions.
- Decorative Lighting.

EXTERIOR LIGHTING :

- Parking Lot / Pole Lighting. Maintenance, Repair, Installation, & Retrofit.
- Municipal Street Lighting.
- Parking Garage Lighting.
- HID, Metal Halide, High Pressure Sodium, Mercury Vapor, & LED Lighting.
- Maintenance, Retrofit, Installation, & Repair.
- Underground Cable Repair or Replacement.
- Emergency Service for Downed Poles. (Motor Vehicle, Wind, & Storm Damage)





Instrumentation

Dubak Electrical instrumentation solutions provide customized instrumentation systems from design to installation, and service. Our instrumentation team takes pride in their ability to meet project schedules and exceed expectations of our customers. In addition to the engineering and design support, calibration, commissioning, preventive maintenance, and start up assistance for any size and type of instrumentation project. Whatever your needs may be, Dubak Electrical instrumentation team has the ability to get your project done on-time and on-budget.

Dubak Electrical instrumentation solutions typically consist of instrumentation hardware delivered through premier services such as consulting, specification, procurement, configuration, installation, commissioning, and start-up.

The instrumentation team's brand independence and objectivity allows them to deliver instrument packages properly applied to customer's processes. Dubak Electrical instrumentation team also provides services such a end user training, feasibility studies, and asset management systems .

- Instrument and control maintenance
- Hydraulic and pneumatic tubing
- Custom tubing layout and installation
- Calibration and bench testing services
- System evaluation and testing
- Distributed control system (DCS)
- Programmable logic controllers (PLC)
- Microprocessor-based system control
- Instrument panel and rack fabrication
- Startup and checkout assistance
- Shutdown and outage work
- Maintenances planning
- Return on investment feasibility studies
- Efficiency studies

THE NATIONAL CENTER FOR CONSTRUCTION EDUCATION AND RESEARCH (NCCER)

A not- for- profit education foundation created to help address the critical workforce shortage facing the construction industry and to develop industry-driven standardized craft training programs with portable credentials.

INSTRUMENTATION, SYSTEMS, AND AUTOMATION SOCIETY

Founded in 1945, ISA is a leading, global, nonprofit organization that is setting the standard for instrumentation & automation by helping over 30,000 worldwide members and other professionals solve difficult problems. Based in Research Triangle Park, North Carolina, ISA develops standards; certifies industry professionals; provides education and training.

DUBAK INSTRUMENTATION CAPABILITIES

Dubak Electrical is one of the highest performing instrumentation contractors in the country with extensive relevant trade and management experience. Our personnel are skilled in both comprehensive electronic and select mechanical side disciplines. We take pride in our ability to meet demanding project schedules and exceed the expectations of our customers. Our experience and skills combine to provide our clients premier service with great depth in expertise. Our capabilities include new construction services, capital expansion, plant relocation, process consolidation, plant maintenance contracts, supplemental maintenance for routine or shutdown/turnaround activity.

PROJECT CONTROLS

All Dubak Electrical Projects are managed using proven techniques that have been extensively developed to ensure complete client fulfillment .

These include:

Instrument Procurement and Inventory Control (Care Custody and Control) – We can provide complete instrument inventory management. If required, we can inventory, store and control the distribution of all loose process control instruments.

Document Control – We catalogue and control all instrumentation documents from drawings to calibration data sheets. This function can also include the creation of "Instrument Turnover Packages" which are written checklists, by loop or by system, detailing compliance of all

Scheduling – Detailed schedules can be provided assisting the management teams in assigning the work and tracking progress.

Cost Control – Larger projects may require advanced cost control measures that could include productivity tracking, dedicated onsite material purchasing, and expenditure reporting against proposed budgets.

MECHANICAL INSTRUMENTATION DISCIPLINES

Dubak Electrical can provide the mechanical installation of all process instrumentation. Dubak Electrical accomplishes this installation with highly trained personnel experienced with control system installations.

The types of devices we install include

- Instrument stands and supports
- Flanged or threaded direct mount instruments
- Environmental enclosures
- Process tubing including pre-insulated, traced multi-tube bundles
- Capillary type processcsensing lines
- Air drops (air supplies)
- Tube tray or raceway
- Conduit for poly-tubing
- Sample systems and panels

TECHNICAL DISCIPLINES

Dubak Electrical can provide Certified Process Control Technicians for new construction or maintenance.

Instrumentation Services we perform:

Instrument Verification – This step involves checking all process controls against customer purchase orders to verify the instrument matches the purchase order and has not been damaged in shipment. This can be done in conjunction with the Dubak Electrical Custody and Control program.

Bench Calibration – This critical step involves verifying all set points, outputs, and ranges against the design criteria prior to installation. Each instrument receives a multi-point check to make sure it performs to owner specification. All control functions are checked, and if required, set points are programmed. Even "factory calibrated" instruments may be checked since shipping and handling can often disturb the settings. Bench calibration allows for a smoother progression in later phases of work such as loop check and start-up. There will be less chance of costly system upsets and delays caused by malfunctioning or non-calibrated hardware.

Loop Check – This step involves signal checks after installation. Technicians go into the field and send actual signals from each transmitting device back to the controllers and from the controllers to the final control element. This can be accomplished using simulated signals (dry) or by filling the system with inert fluids or gases to simulate the actual process conditions (wet). Loop checks let the owner know everything has been installed properly, is functioning and ready for start-up.

Instrumentation (Cont.)

Start-up & Commissioning – The final step in the process is start-up. Having verified all loops and control functions the technician can now "start-up" each system. This is accomplished with engineering support from the owner or owner's representatives. Specialty vendors may also be called in to support any non-conventional hardware.

Each step of this process is documented per owner requirements. All calibration test standards may be certified by an independent calibration laboratory and are fully traceable.

PREVENTATIVE MAINTENANCE SERVICES

Dubak Electrical has expertise in the maintenance of process control related equipment using a wide variety of applications (analog, digital, pneumatic, hydraulic, programmable logic control, distributed control systems).

Instrument brands we, install, maintain and service include:

Foxboro	Rosemount
Honeywell	Omron
Bailey	Fisher & Porter
Micromotion	Endress + Hauser
Siemens	Parker Hannafin
Emerson	ABB
Rockwell	Many Other Major OEM's...

Our client's instrumentation is monitored by a tracking software that will indicate due dates and trends in calibration errors. Dubak Electrical can support most every Quality System. Dubak Electrical adheres to ISA, NCCER, and ANSI standards. Dubak Electrical calibration data reporting system provides all necessary documentation.

QUALITY ASSURANCE

Our Quality Assurance Program describes the control procedures implemented by Dubak Electrical ensuring the quality of instrumentation control installation or maintenance.

Our QA Program Documents:

- Certify all Test Equipment to ISA / NCCER standards

Document and traceability all Activities

- Control Documents
- Inspect and Pressure Test Installations
- Ensure Correct Installations

Additional Services Provided

- Supplementing of In-House Maintenance Staff
- Off Site Warehousing

Color Thermography

DUBAK ELECTRICAL UTILIZES INFRARED IMAGING SYSTEMS WITH POWERFUL SOFTWARE TO PROVIDE A FAST AND EFFECTIVE MEANS OF IDENTIFYING POTENTIAL PROBLEMS IN ELECTRICAL AND MECHANICAL EQUIPMENT, REFRACTORY AND INSULATION MATERIALS. THIS INFORMATION IS COMPILED INTO A COMPREHENSIVE REPORT USING EASILY INTERPRETED TEXT WITH THE INFRARED IMAGE AND A VISIBLE LIGHT REFERENCE. PREVENTIVE OR CORRECTIVE REPAIRS CAN THEN BE SCHEDULED ON A PRIORITY BASIS.

INTRODUCTION TO INFRARED THERMOGRAPHY :

Infrared thermography is an effective means to identify excessive heat loss in systems or materials.

Every object radiates electromagnetic energy invisible to the human eye but visible to specialized equipment. Thermal imaging radiometers can detect and measure infrared radiation, and produce a map of colors or varying shades of gray that show the surface temperatures of the object. The lighter colors or shades represent the warmest temperatures, and the darker colors or shades the coolest. By analyzing the temperature signatures of equipment, problem areas are quickly identified and recorded along with all of the related temperature information.

COMMON APPLICATIONS :

Thermography was first utilized in the inspection of electrical equipment to locate high resistance connections or faulty components. It has also been proven in finding areas of reduced insulation in buildings and refractory materials, and even leaks in building roofs.

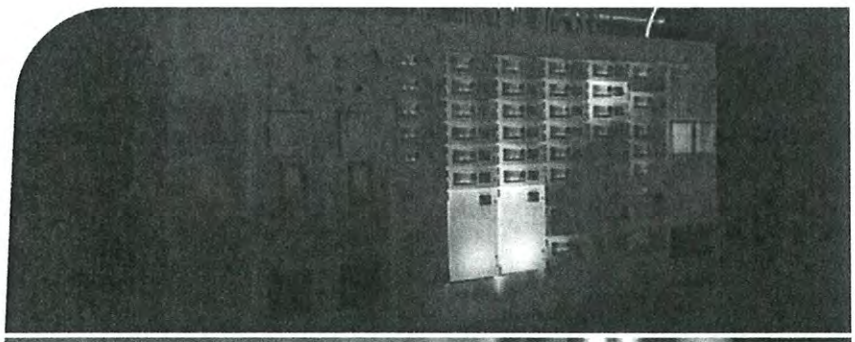
Inspection of rotating machinery is a way in which thermography is now being used more extensively. It has been found effective in identifying faults in bearings, couplings, and shorts in motor cores.

THERMOGRAPHY IS COST AND TIME EFFECTIVE :

- A non-contact, non-destructive means of testing
- Reduce downtime
- Virtually eliminate unnecessary work
- Reduce unnecessary material expenses
- Avoid catastrophic failures
- Direct maintenance to the root of the problem

OUR SERVICES INCLUDE :

- Refractory Applications:
- Annual Inspections
- Testing and Documentations
- Amprobing
- Insurance Inspections
- Process & Product Applications
- Energy Conservation



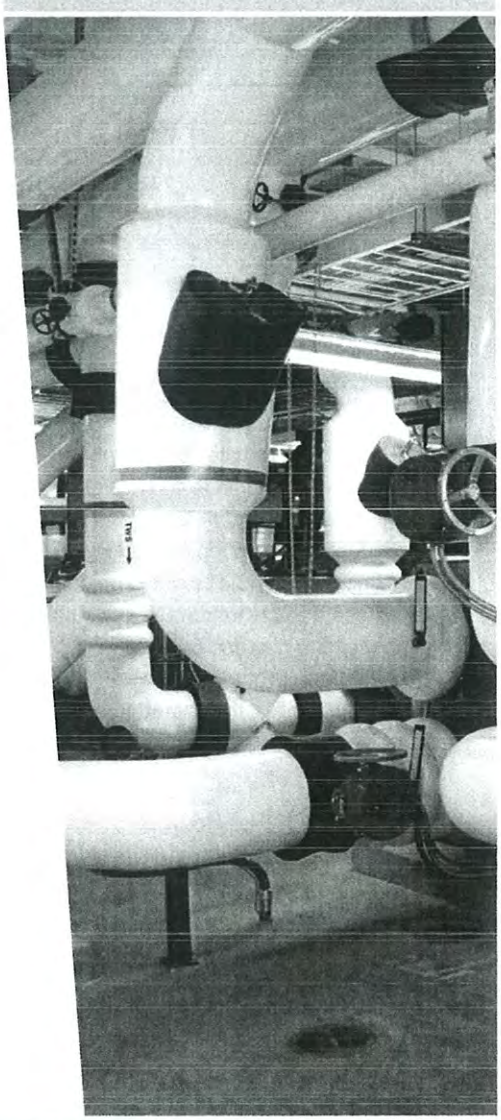
HVAC Capabilities

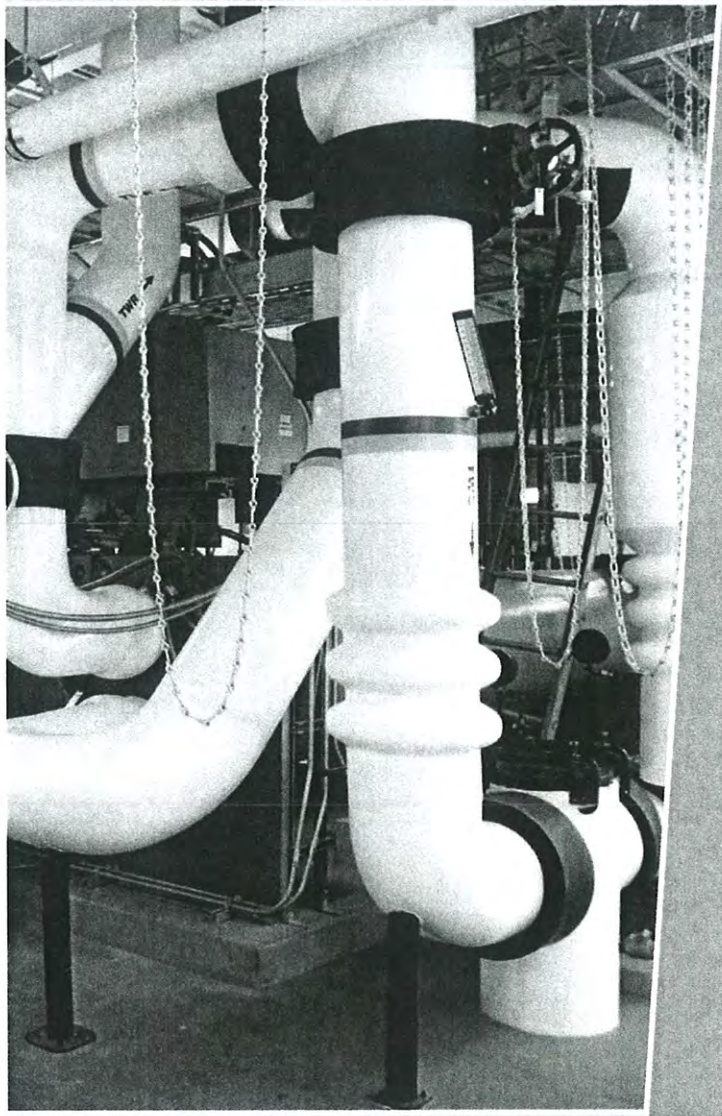
AT DUBAK ELECTRICAL OUR EXPERIENCED EXPERT LICENSED AND CERTIFIED HVAC TECHNICIANS HAVE THE QUALIFICATIONS AND AWARENESS TO IDENTIFY, SERVICE AND REPAIR YOUR ALL OF YOUR HVAC EQUIPMENT.

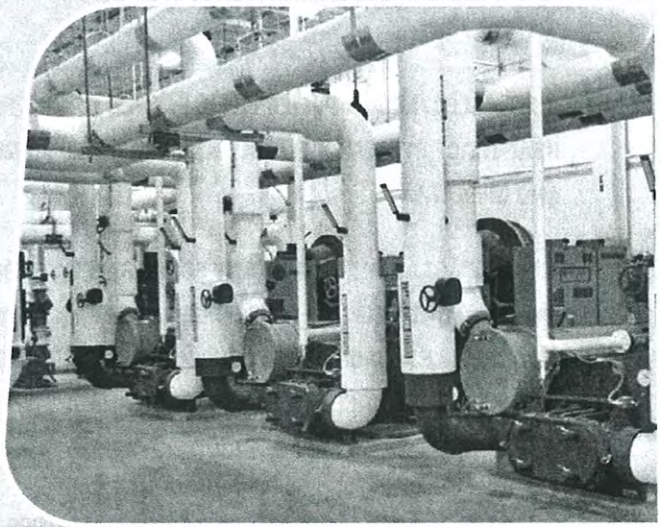
OUR LEVEL OF EXPERTISE AND TRAINING EQUIPMENT & OPERATIONS ENABLES OUR HVAC TECHNICIANS TO EFFICIENTLY AND EFFECTIVELY INSTALL, SERVICE OR PERFORM PREVENTATIVE MAINTENANCE ON EQUIPMENT, INCREASING THE RELIABILITY, PERFORMANCE, AND OVERALL EQUIPMENT EFFECTIVENESS. ADDITIONALLY IF AN UNEXPECTED BREAKDOWNS OCCUR, OUR TECHNICIANS ARE ABLE TO PROMPTLY DIAGNOSE AND REPAIR BREAKDOWNS, THE FIRST TIME

Dubak Service Group™
A Department of Dubak Electrical Maintenance Corp
Mechanical HVACR Service

- Steam, Hotwater, Gas & Electric Heating.
- Chilled Water Systems (Chillers & Cooling Towers)
- Air Handling Systems (Ahu's)
- Rooftop Hvac Units (Rtu's)
- Air & Water Cooled Condensing Units
- Process Cooling Equipment
- Refridgeration Systems (Industrial / Commercial)
- Boilers & Burners
- Pumps
- Testing & Balancing
- Computer /Data Room Cooling
- Heat Exchanger Services
- Eye□Wash Stations
- Unit Duct Heaters
- Humidification & De□Humidification Systems
- Filter Maintenance
- Oil, Refridgerant, & Vibration Analysis
- Refrigerant Recovery & Storage
- Leak Detection
- Relief / Isolation Valves
- Refrigerant Conversion
- Equipment Replacement
- Pnuematic Compressed Air Systems (Process/Plant)
- Make□Up Air (MAU) & Exhaust Ventilation
- Gas & Processwater Piping





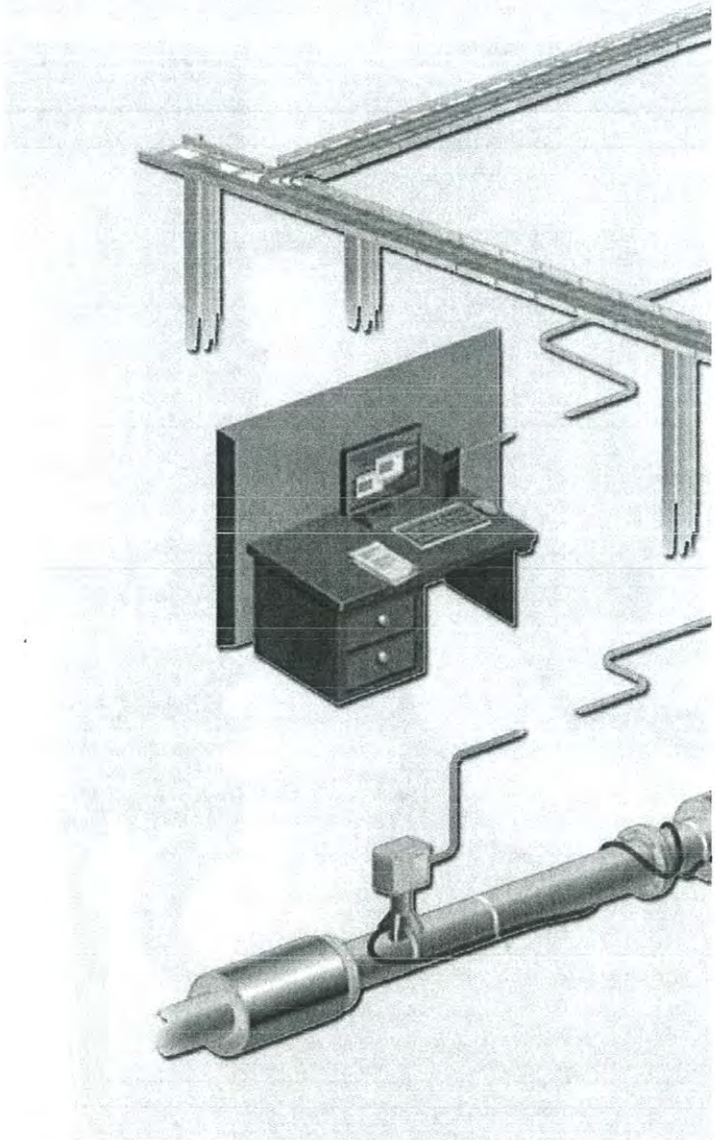


Heat Trace Capabilities

DUBAK ELECTRICAL APPLIES FIELD□PROVEN DESIGN TO MAKE HEAT TRACE SYSTEMS RELIABLE AND SIMPLE TO MAINTAIN AND OPERATE.

TURN□KEY HEAT TRACING ON ANY SCALE SAFELY, EFFICIENTLY, AND COMPETITIVELY. WE TAKE PRIDE IN DELIVERING PROJECTS ON SCHEDULE AND ON BUDGET THROUGH SUPERIOR PERSONNEL, SUPPLIERS, SAFETY AND PROJECT MANAGEMENT.

- Project Budgeting and Specifications
- Heat Trace System Design, Engineering and Drawings
- Heat Trace Power Distribution
- Heat Trace Ground Fault Protection Systems
- Automated Heat Trace Controls
- Material Procurement
- Project Management and Quality Control
- Installation
- Custom fabrication of cable to any length
- Start□Up Commissioning
- Maintenance, Troubleshooting and Repair
- System Evaluation and Documentation

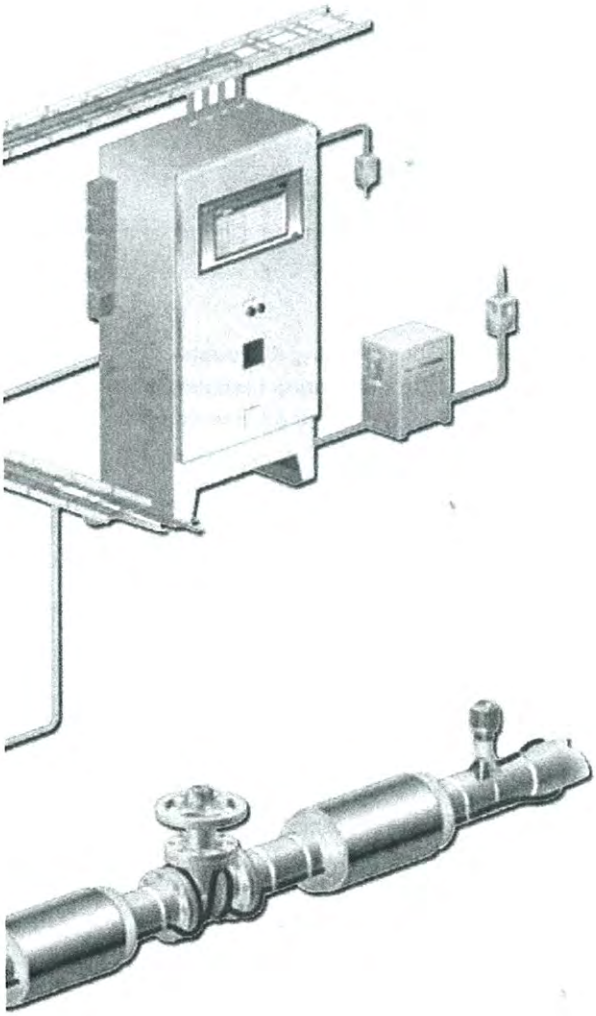


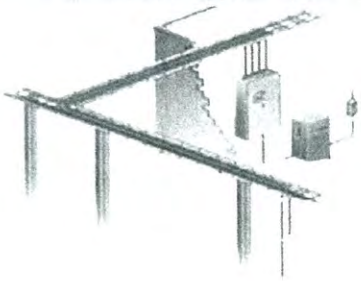
Chromalox® PRECISION HEAT AND CONTROL

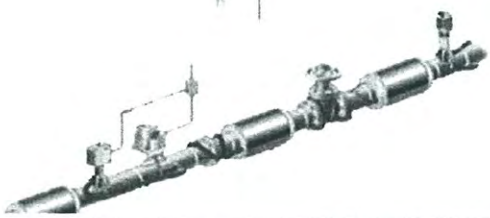
Pentair

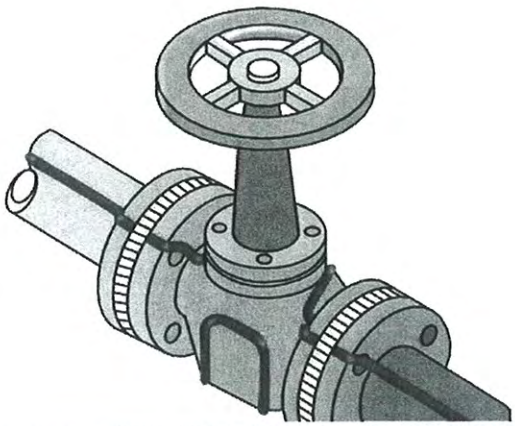
Raychem

THERMON The Heat Tracing Specialists®



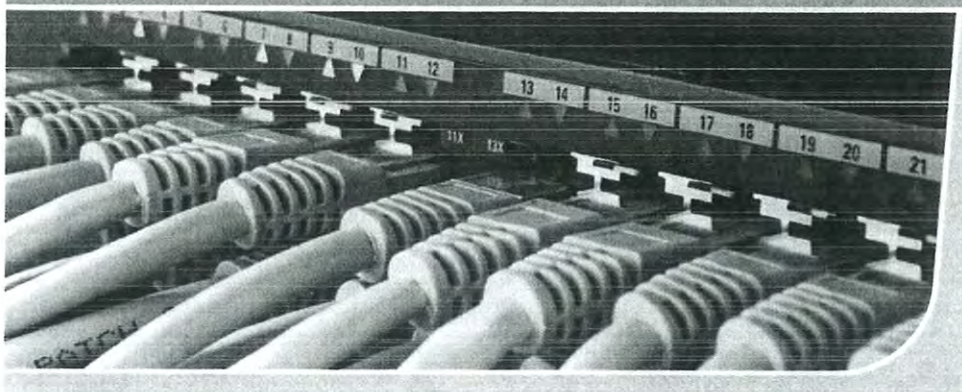






tyco

Thermal Controls



INDUSTRIAL NETWORK WIRING & ETHERNET

Data

From design and diagnostics to implementation and additions, Dubak Electrical provides the connection for all your data networking needs. We work with knowledgeable partners trained in the all data related areas.

Dubak Electrical builds and maintains copper and fiber optic networks for voice, data, and video systems. Our staff of network designers can help resolve the most complicated network problems and design issues to keep your business up and running.

IBM:

- System 3X
- AS400
- Star Controllers
- Remote Controllers

Ethernet:

- NIC Cards
- Hubs/Routers
- 10/100 Switches
- Transceivers

Network Installation:

- Design, Retrofit, Support, New Installation

Data Services:

- Dedicated Data Lines
- ISDN WAN's
- Frame Relay

Testing & Trouble-Shooting Installation Design & Consulting:

- Structured Cabling Systems
- Outside Plant construction
- Backbone/Riser
- Disaster Recovery Campus

INSTALLATION CABLING / SERVICES & SOLUTIONS :

Data Cabling:

- Shielded & Unshielded Twisted Pair
- Category 3, 5, 5e, 5E, & 6 Pair Cable
- Patch Panel RJ45
- Kiosk
- Local Area Network (LAN)
- Point-of-Sale
- Stand Up Racks
- Wall and Rack Mount Cabinets
- Horizontals And Vertical Management
- Patch Cords
- Category Testing and Certification
- Project Management

Miscellaneous Services:

- Project Management
- CAD Drawings and Drafting
- Site Survey
- Grounding and Bonding
- EF&I Services
- Emergency Services
- Fiber and copper restoration

Construction Services:

- Underground conduit construction
- Full scope design, construction, and maintenance
- Aerial cable and placement & pole setting
- Conduit rodding, cleaning, and cable pulling
- Fiber optic cable installation and splicing
- Plowed and trenched cable
- Manhole construction (including poured, rebuilds, precast, and CEV's)
- Directional boring, pipe pushing, and tunneling

Build Services:

- Voice/Data/Video cabling systems
- Infrastructure cabling
- Copper
- Fiber-optic
- Splicing
- Copper
- Fiber-optic
- Campus Environment
- Copper
- Fiber-optic

legrand CORNING SIEMON General Cable HUBBELL LEVITON COMMSCOPE BELDEN Berk-Tek PANDUIT MOHAWK

Fiber Optics

MINIMIZE EXPENSES BY UTILIZING FIBER OPTICS

The use of a Fiber Optic Network (FON) minimizes maintenance expenses because the Fiber Optic Network (FON) is constructed only of Fiber-Optic cabling and optical splitter and couplers. Signals are not affected by electrical noise. This makes Fiber-Optics the perfect partner for electrical transmission right-of-ways. Exempt from FCC-mandated sweeps, fiber reduces operation and maintenance costs for an outside plant. Fiber also drives much longer loops than copper and there is no ongoing plant tuning. Additionally, the Fiber Optic Network has an estimated Interior/Exterior, LAN, WAN, and Plant life of more than 35 years. Even today, full-service broadband networks need to support bandwidth-intensive voice, video, and data applications. Whether for IP streaming video for residential consumers, Virtual Private Networking (VPN) for telecommuters, or point-to-point T1 services for businesses, only Fiber Optics can satisfy the wide-ranging needs of an entire community.

Fiber optic:

- Multimode Cable
- Single Mode Cable
- FDDI
- ST/SC Connectors

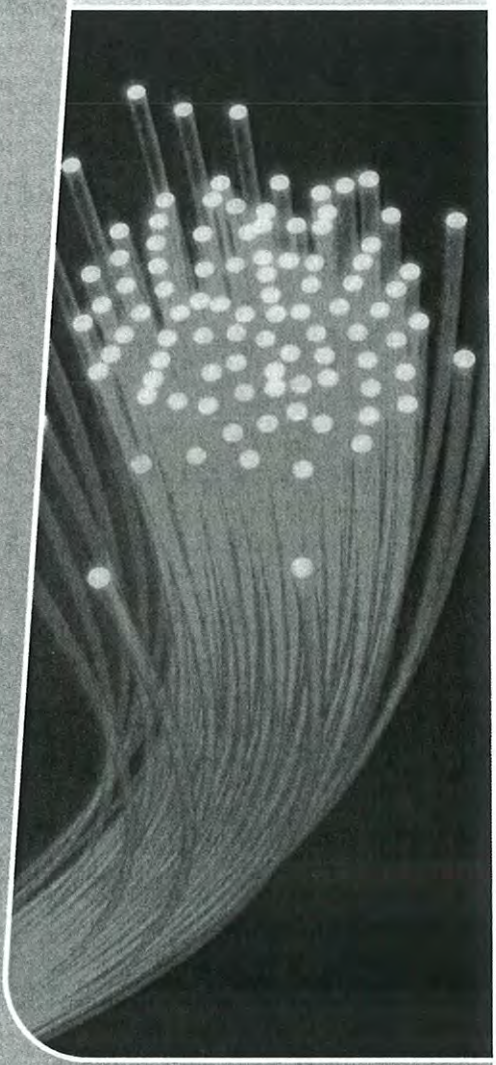
Construction services:

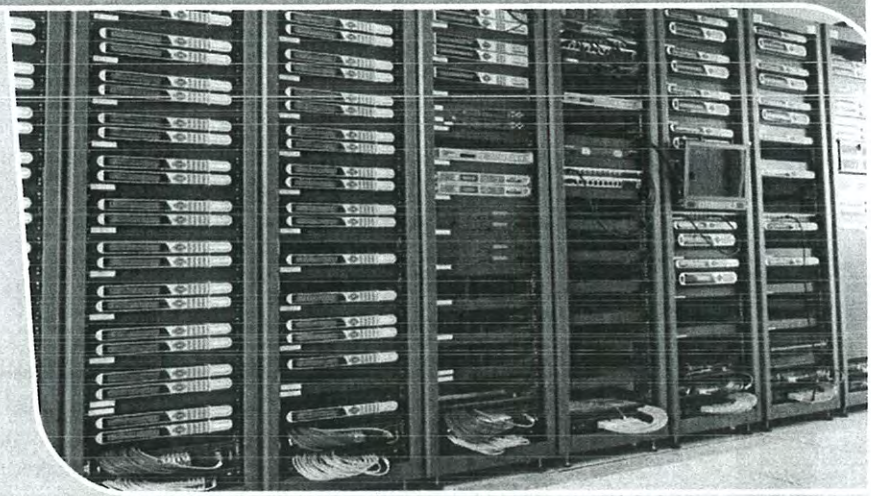
- Underground conduit construction
- Full scope design, construction, and maintenance
- Aerial cable placement & pole setting
- Conduit rodding, cleaning, and cable pulling
- Fiber optic cable installation and splicing
- Plowed and trenched cable
- Manhole construction (including poured, rebuilds, pre-cast, and CEV's)
- Directional boring, pipe pushing, and tunneling

Installation cabling fiber:

- Installation - Cabling Fiber
- Premise Data Networks
- Fiber Optic, Multimode, SC, ST, Indoor
- Outdoor
- Multimedia Outlets
- Wall or Rack Mounted Cabinets

ELECTRONICS TECHNICIANS ETA INTERNATIONAL ASSOCIATION





Voice, Audio & Video

VOICE :↘

- Voice Cabling for Commercial Telephone Systems
- Building Riser Design and Maintenance
- Heavy Pair Content Backbone Cabling
- ICE Cabling
- Key System
- PBX
- Work Station
- Pre-wiring
- Relocations
- Moves
- Fax
- Modem
- Project Management

AUDIO :↘

- Paging / Sound
- 18 AWG 2 Conductor (70V/25V)
- 2 Pair UTP (self-amplified)

VIDEO :↘

Closed Circuit Television System

- Time Lapse Recording
- Digital Recording Directly to Computer

Video Conferencing Systems

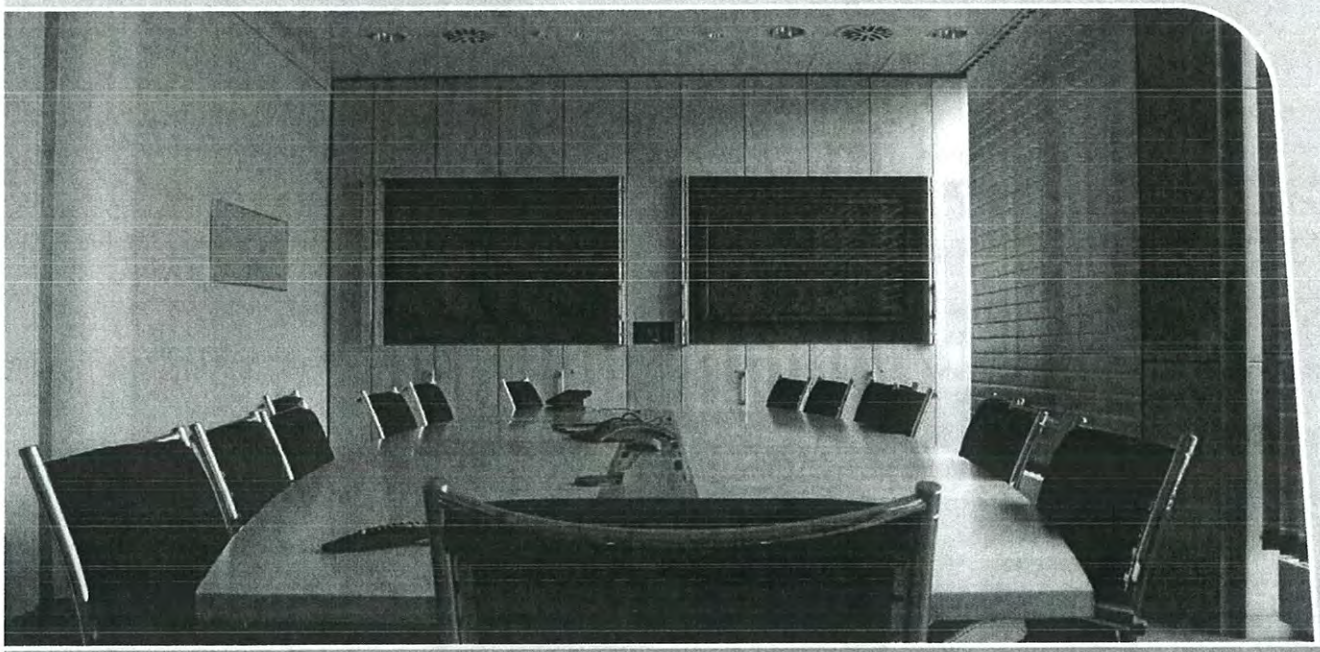
- Design & Installation

Projectors and Conferencing Systems

- Design & Installation

Coaxial Cable

- RG6 (Video)
- RG62 (3270/Arcnet)
- RG58 (Thinnet)
- RG59 (Video)

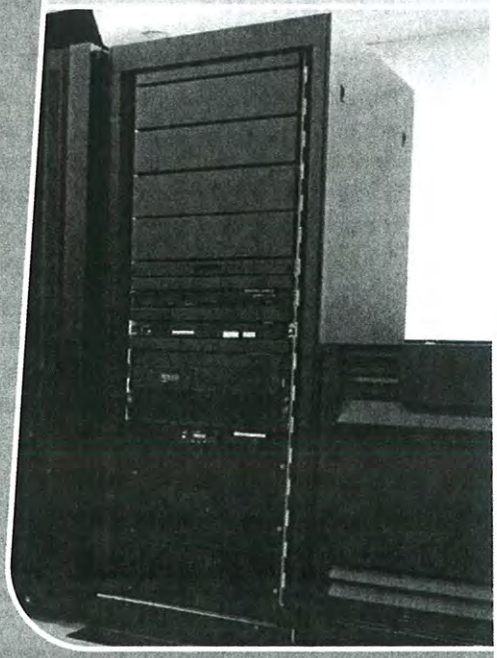


Data Centers

Our experience with Data Centers gives us a technological advantage over other contractors. We are able to apply that knowledge to an ever-increasing market of "High Tech" construction applications. Areas such as Data Support, UPS Rooms, Control Rooms, CO-Location Facilities, Clean Rooms, RF Shielded Tempest Facilities, and many others have similar requirements for specialized air applications.

DATA CENTER :↘

- Design Structural, Architectural, Electrical, and Mechanical
- Complete Project Contracting, Management & Coordination
- General Interior / Exterior Construction
- Electrical System Construction & Power Distribution
- Back-Up Generators
- Un-interruptible Power Systems
- Data, Voice, and Fiber Optic System Design, Equipment, Installation, Cabling, and Maintenance
- Mechanical System Construction – Specialized Equipment Climate Control
- Raised Computer Room Access Flooring
- Fire Protection & Suppression Systems
- Fire Alarm, FM 200, Co2, etc.



Project Management

THE PROJECT MANAGER IS THE CENTRAL CONTACT FOR ALL PROJECT NEEDS AND EXPERIENCED AT MANAGING COMPLEX DEVELOPMENT PROJECTS. DUBAK ELECTRICAL PROVIDES A HIGHLY QUALIFIED AND DEDICATED PROJECT MANAGER TO EACH CLIENT. IN ADDITION TO HELPING CLIENT'S SCOPE ON PROJECT NEEDS THE PROJECT MANAGER IS RESPONSIBLE FOR:

- Schedule Development
- Build Communication Strategies
- Project Team Selection
- Tracking Project Progress
- Budget Maintenance
- Status Reporting

Project Management discipline, expertise, and successful execution leads to project success for Dubak Electrical. Our demand for on having the best trained Project Managers and contractor management services in the business equates to well-run project and maintenance sites for our clients.

Our goal is to have a seat at your "planning table"—adding valuable insight to the entire construction process at this high-leverage time.

With our partnering process, and project or maintenance experts in the Electrical, Instrumentation, & Controls Arenas, we at Dubak welcome the chance to offer our expertise with project planning, design arrangements, layout, pre-engineering, control architecture, cost estimating, and project management services.

PROJECT MANAGEMENT & CONTROLS

Project & Maintenance Scheduling

Project or Maintenance Scheduling is not a one-time act, but rather is a living and breathing work process by which we live by. The schedule document which is utilized is one of our greatest and most valuable streamlining, planning, communication, and measurement tools.

Dubak Electrical uses the most up-to-date scheduling software packages and dedicated expertise to schedule projects. Project managers complete multi-week look-ahead schedules and weekly progress updates for our clients.

Client Communication & Updates

We prefer to not surprise our clients, unless of course, it's a good surprise. We accomplish this with consistent communication and updating of critical data to make a project successful. Weekly progress updates help keep us on track with the rest of the project.

Our intent is to proactively identify open items or out layers and offer solutions and answers as these issues arise. Specifically utilizing web based collaboration software we can keep our clients in communication at all times.

Project Controls

Construction project personnel utilize our scorecard system to know weekly how the projects are performing on several key control points. Purchase orders and man-hours are maintained daily to ensure that current information is always available.

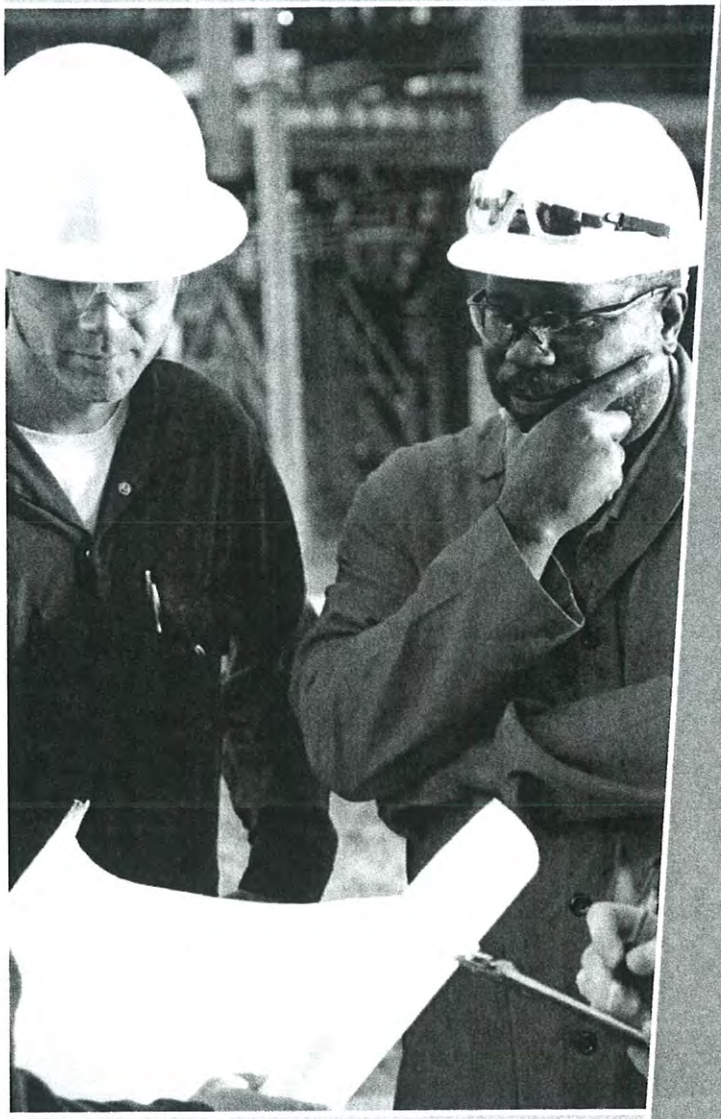
Lean Construction Methods

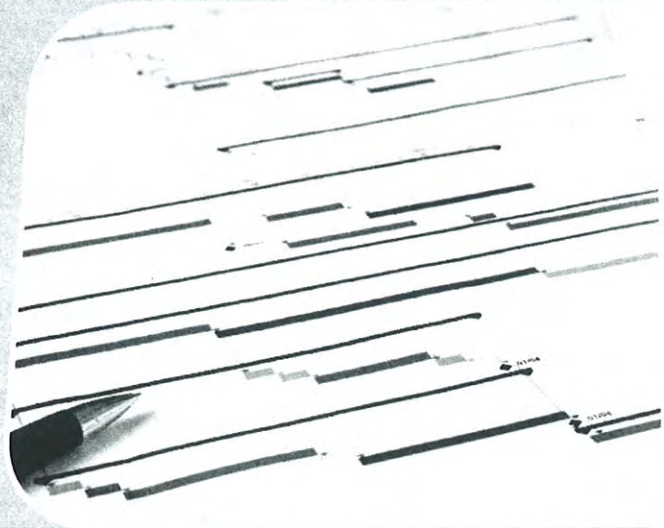
Our project delivery team uses Lean Methods to provide clients with the greatest productivity possible.

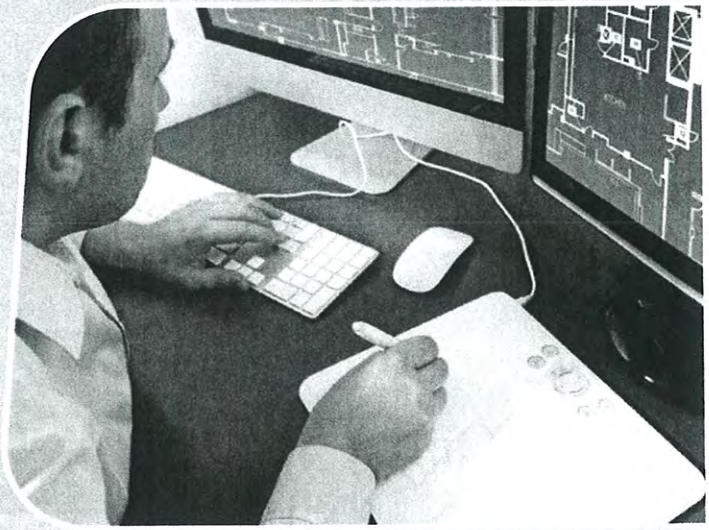
This includes offering the most efficient on-site footprint with the use of vendor and supply chain management skills that leverage offsite material staging and Just in time (JIT) material delivery. We maximize value provided to our clients by eliminating non value added activities.

DuTrak

Along with our standard project controls, DuTrak is our internal webbased software and project control platform by which we plan, track, & collaborate each electrical project and maintenance activity for a given client from planning, to design through startup. During construction, all electrical components are tracked to provide updates on which items have been piped, wired, terminated, and quality checked.







Dubak's Client Partnering Program

CLIENT PARTNERING PROGRAM PRODUCES COST-EFFECTIVE AND INNOVATIVE SOLUTION, FOR LONG TERM FACILITY OPERATION, WITH OUR TOTAL DESIGN, INSTALLATION AND MAINTENANCE CAPABILITIES.

Dubak Electrical's Client Partnering Program is a comprehensive Client Partnering Program led by Dubak Senior Management which implements a Long Term Plan to Structure a Single Source Design, Maintenance, & Capital Project Team. Dubak Electrical's Client Partnering Program Focuses on the Operation and development of a mutually beneficial program between the client and Dubak establishing a solid foundation of Contractor Performance Metrics, Plant Performance Metrics, Streamlining Production, Automating Systems, SCADA Development, Retaining Workforce, Workforce Development / Craft Training, Continuous improvement, & Safety Improvement.

Safety. Innovation. Reliability. Productivity.

www.dubakelectrical.com

Dubak Electrical Group™

24 hour dispatch: (800) 677-6303 **email:** info@dubakelectrical.com

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417 South Bluff Avenue. Suite #400,
La Grange, Illinois 60525
Ph (708) 579-5252
Fax (708) 579-5264

Indianapolis Regional Office
Dubak Electrical of Indiana LLC
5202 E. 24th Street
Indianapolis, IN 46218
Ph (317) 536-0711
Fax (317) 536-0710

Tri-State Regional West Virginia Office
Dubak Electrical Group LLC
3501 MacCorkle Avenue SE. Unit 155
Charleston, WV 25304
Ph (304) 986-5549
Fax (708) 579-5264

NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION

Applicant plans a renovation for the Property and anticipates that the plan will include, without limitation, a major renovation of the interior, substantive electrical and mechanical remodeling, and an addition and/or expansion of the Property to include additional storage of approximately 4,100 square feet.

At this time, Applicant is meeting with prospective contractors and developing a comprehensive plan of construction and rehabilitation for the Property and is unable to provide neither a specific description of nor complete description of the cost and extent of the proposed new construction or substantial rehabilitation and cannot provide copies of building, wrecking and occupancy permits.

Once all estimates and permits are issued, Applicant will provide to the Village.

Helping Hand Center

SERVING CHILDREN & ADULTS WITH DISABILITIES

Robert Wheeler
Cresa Chicago
9500 Bryn Mawr Ave, Suite 130
Rosemont, IL 60018

Dear Mr. Wheeler,

Helping Hand Center building located at 10 N Beach, LaGrange, IL is currently vacant and we ceased operations in the building effective January 23, 2016.

Please contact me if you need any additional information.

Sincerely,

Dawn Winters
Chief Financial Officer

THE MISSION OF HELPING HAND CENTER IS TO ASSIST PERSONS WITH DISABILITIES TO ACHIEVE THEIR HIGHEST LEVEL OF INDEPENDENCE THROUGH QUALITY PROGRAMS AND SERVICES

9649 West 55th St. Countryside, IL 60525 (708) 352-3580 www.hhcenter.org

VACANCY AND/OR ABANDONMENT INFORMATION

Of material note, the prior occupant, Helping-Hand, began winding down its business on or about January of 2016 and all operations as well as use of the Property ceased before January 23rd, 2016. As a result, the Property has been vacant and unused for a minimum of 1 month prior to the pending purchase for value and remains 100% vacant and unused as of today.

Utility Bills showing the diminished use during the vacancy will be submitted once made available.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("**Agreement**") is made by and between HELPING HAND FOUNDATION REAL ESTATE HOLDING COMPANY, INC. ("**Seller**") and DUBAK INDUSTRIAL HOLDINGS LLC or its nominee ("**Purchaser**") (collectively, the "**Parties**," or either individually, a "**Party**"). For purposes of this Agreement, the effective date will be the date that both the Purchaser and the Seller jointly execute this Agreement ("**Effective Date**"). In consideration of the covenants and agreements set forth herein, the Parties covenant and agree as follows:

ARTICLE 1
PROPERTY

1.1 Property. The Seller hereby agrees to sell to the Purchaser, and the Purchaser hereby agrees to purchase from the Seller, real property that primarily consists of a 27,200 sq. ft. building and with the address of 10 N. Beach Street, La Grange, Illinois, located in Cook County, together with any and all rights, title and interest being referred to in this Agreement as the "**Property**" and legally described as Exhibit "A". The term "**Property**" also includes all fixtures and articles of personal property located on the Property as of the Effective Date and as of the Closing Date and owned by the Seller, including compressors and basic infrastructure such as Air Piping. All such fixtures of personal property are included within the Purchase Price.

1.2 "As Is" Condition. The Purchaser acknowledges that it will be purchasing the Property "as is," based upon the condition of the Property as of the Effective Date, ordinary wear and tear excepted. Upon delivery, the Property shall be in broom swept condition with all major debris removed.

ARTICLE 2
PURCHASE AND SALE; PURCHASE PRICE; FINANCING

2.1 The purchase price ("**Purchase Price**") for the Property will be Nine Hundred Eighty-Nine Thousand and 00/100s Dollars ($989,000.00), free and clear of any mortgage or other indebtedness of the Seller. The Purchase Price, plus or minus prorations and credits as hereinafter set forth, will be payable at Closing by wire transfer of immediately available funds to the Seller or as the Seller will direct.

2.2 Within five (5) business days after the Effective Date, the Purchaser shall deposit Twenty Five Thousand and 00/100s Dollars ($25,000.00) as initial earnest money ("**Initial Earnest Money**") in a non-interest bearing, joint order escrow account with Chicago Title Insurance Company ("**Title Company**"). The Initial Earnest Money will be fully refundable during the Due Diligence Period. Within five (5) business days after the expiration of the Due Diligence Period, the Purchaser shall deposit Twenty Four Thousand Four Hundred Fifty and 00/100s Dollars ($24,450.00) as additional earnest money ("**Additional Earnest Money**"). The

Initial Earnest Money and the Additional Earnest Money (collectively, "**Earnest Money**") will be applied to the Purchase Price. The Parties shall split the cost of the joint order escrow, if any.

2.3 At Closing, the Purchaser will pay the remaining Purchase Price plus or minus prorations.

ARTICLE 3
DUE DILIGENCE; INSPECTION OF SUBJECT PROPERTY

3.1 The Seller will, within five (5) business days after the Effective Date, provide the Purchaser with copies of any documentation related to the Property in Seller's possession, if any, including, without limitation, any existing surveys, title insurance policies, environmental studies and reports, and appraisals and plans. Further, the Seller will, within fifteen (15) days of the Effective Date, provide the Purchaser, at the Seller's sole cost and expense, the following documents: (i) an updated title commitment with all copies of all documents listed on title as specified in Article 4 ("**Title Commitment**") from the Title Company, (ii) an updated ALTA survey as specified in Article 4 and (iii) all contracts, leases, permits and licenses affecting the Property.

3.2 The Purchaser's obligation to close on this transaction will be subject to the Purchaser satisfying itself, at the Purchaser's sole discretion, as to certain matters regarding the Property during a due diligence period ("**Due Diligence Period**") of twenty (20) business days from the Effective Date. During the Due Diligence Period, the Purchaser shall have the right to do all or any reasonable, non-invasive due diligence the Purchaser deems necessary ("**Due Diligence**"). The Due Diligence Period may be extended by the written agreement of both Purchaser and Seller.

3.3 Any entry of the Property will be conducted during normal business hours. If, after receiving the Seller's written consent, the Purchaser conducts any such tests or causes any such tests to be conducted, the Purchaser agrees to reasonably restore the Property to a substantially similar condition that existed immediately prior thereto. In addition, the Purchaser will provide the Seller with a certificate of insurance covering the Due Diligence Period in customary form, and will indemnify, defend and hold harmless the Seller from any loss, cost, liability, lien or expense that the Seller incurs or sustains as a result of the Purchaser's acts or omissions during the Due Diligence Period.

3.4 In the event the results of the Due Diligence Period are unacceptable to the Purchaser for any reason or no reason, the Purchaser shall have the right to terminate this Agreement by giving written notice to the Seller on or before the last day of the Due Diligence Period, and thereupon, the Earnest Money shall be immediately returned to the Purchaser, and this Agreement will terminate and be null and void. If the Purchaser fails to so notify the Seller, it will be conclusively presumed that the results of the Due Diligence Period were acceptable to the Purchaser, the Purchaser's right to terminate this Agreement pursuant to this Paragraph will be deemed waived, and this Agreement will remain in full force and effect.

ARTICLE 4
TITLE AND SURVEY

4.1 At Closing, the Seller shall deliver to the Purchaser, at the Seller's sole cost and expense, an ALTA Owner's title insurance policy ("**Title Policy**") in the amount of the Purchase Price, with full extended coverage, and insuring good and marketable title to the Property, subject only to matters as approved by the Purchaser's counsel ("**Permitted Exceptions**") and issued by the Title Company insuring good title to the Property. If said title is ordered and the Parties do not close, the Seller is responsible for payment, if any, for said title.

4.2 The Seller will furnish to the Purchaser, at the Seller's sole cost and expense, an ALTA Survey of the Property dated subsequent to the Effective Date ("**Updated Survey**"). Said Updated Survey will demonstrate that the Property is free of all encroachment and that all improvements are within prescribed property lines and/or do not interfere with the Purchaser's intended use of the Property.

4.3 If the Title Commitment or Updated Survey (or any revision or update of any of them) discloses exceptions other than Permitted Exceptions or any other matter that does not conform to the requirements of this Agreement, then the Purchaser shall so notify the Seller of such title objections ("**Title Objections**"). The Seller shall have fourteen (14) days ("**Cure Period**") from the date of such notice to have each unpermitted exception to title removed or to correct each such other matter, in each case to the satisfaction of the Purchaser. If, within the time specified, the Seller fails to have each such unpermitted exception removed or to correct each such other matter as aforesaid, the Purchaser may, at its option, and in addition to all other rights and remedies available to the Purchaser under or pursuant to this Agreement, do either of the following within seven (7) days after receipt of said notice from the Seller: (1) terminate this Agreement with the Earnest Money returned to the Purchaser; or (2) elect to accept title to the Property as it then is.

ARTICLE 5
CONDITIONS PRECEDENT TO CLOSING

5.1 The Purchaser's obligation to consummate this Agreement is subject to satisfaction of all of the following conditions:

(a) On the Closing Date, the Seller is not in default under this Agreement.

(b) On the Closing Date, the Title Company will be in a position to issue the Title Policy to the Purchaser as specified in this Agreement, and the title is not otherwise unmarketable.

(c) The Purchaser has not terminated this Agreement on or before the expiration of the Due Diligence Period.

5.2 The Purchaser may waive, in writing, any condition contained in this Article 5, in whole or in part.

ARTICLE 6
CLOSING; POST CLOSING

6.1 Closing. Provided that all conditions precedent set forth in Article 5 have been satisfied or waived, the consummation of the transaction contemplated hereunder ("**Closing**") shall occur at a mutually agreed upon date, with both Parties to close on or before December 23, 2015 ("**Closing Date**").

6.2 Post Closing Possession. The Seller shall retain possession of the Property through January 31, 2016 pursuant to the terms and conditions of the Post Closing Possession Agreement, which is attached hereto as Exhibit "B" and made a part hereof. The Seller shall provide a credit at Closing to the Purchaser in the amount of Ten Thousand and 00/100s Dollars ($10,000.00) as post closing possession charge. The Seller will not extend or enter into any contracts or leases for the Property without providing written approval of the same by the Purchaser. The Purchaser acknowledges that the Seller currently leases the Property to its affiliate, Helping Hand Foundation. Such lease shall be terminated by no later than January 31, 2016.

6.3 Vacating Property. The Seller shall vacate the Property and/or cause the Property to be vacated by no later than January 31, 2016. Vacation of the Property shall mean that the Property is vacant, in broom clean condition, with no waste or damage having occurred as verified by the Purchaser or the Purchaser's agent and the key(s) having been relinquished to the Purchaser.

ARTICLE 7
REPRESENTATIONS, WARRANTIES, AND COVENANTS

7.1 The Seller represents, warrants, covenants and agrees that, from and after the Effective Date, and consistent with the timeframes set forth in this Agreement hereof:

(a) The Seller will refrain from transferring any of the Property or creating on the Property any easements, liens, mortgages, encumbrances, or other interests.

(b) The Seller will continue to meet the Seller's contractual obligations with respect to the Property and keep in full force and effect the existing liability, fire and extended coverage insurance for the Property.

(c) The Seller has not received any notice of any building, zoning, fire, health code or other violations of applicable laws or regulations related to the Property that have not been cured, or any notice pertaining to the presence of hazardous materials as defined by federal or state law, or any notice that the Property do not comply with

all applicable building, zoning, fire, health code or other applicable laws or regulations. Should any violations or notices become known to the Seller prior to Closing, said violations and notices shall be disclosed to the Purchaser.

(d) There is no litigation pending or, to the best of Seller's knowledge, threatened against the Seller that would materially affect its ability to convey the Property to the Purchaser.

(e) There presently are not pending, and the Seller has received no written notice of, any special assessments of any nature with respect to the Property.

(f) The Seller has not received any written notice of any pending or threatened requests, applications or proceedings to alter or restrict the zoning or other use restrictions or any taking, condemnation or eminent domain proceedings applicable to the Property.

(g) There are no tenants on the Property (other than Helping Hand Foundation) and no other persons or entities with a right of possession to the Property;

(h) The Seller has delivered to the Purchaser true, correct and complete copies of all contracts pertaining to the Property, and, to the best of the Seller's knowledge, there are no defaults under the contracts, and all contracts will be terminated on or before Closing, unless otherwise accepted, in writing, by the Purchaser at or prior to Closing.

(i) The Seller is not a party to or bound by the terms of any contract, agreement or commitment to see, convey, assign, transfer, provide rights of first refusal, provide the option to purchase or other similar rights or otherwise dispose of any portion or portions of the Property.

(j) This Agreement has been duly authorized and executed on behalf of the Seller and constitutes a valid and binding agreement, enforceable in accordance with its terms. The Seller has the full right and authority to enter into this Agreement, to consummate the transactions contemplated hereby and to execute and deliver all documents and instruments to be delivered by the Seller under this Agreement.

(k) The Seller shall provide a written certification to the Purchaser at Closing reasserting these representations.

7.2 The Purchaser covenants and agrees that, from and after the Effective Date, and consistent with the timeframes set forth in this Agreement hereof:

(a) This Agreement has been duly authorized and executed on behalf of the Purchaser and constitutes a valid and binding agreement, enforceable in accordance with its terms. The Purchaser has the full right and authority to enter into this Agreement, to consummate the transactions contemplated hereby and to execute and deliver all documents and instruments to be delivered by the Seller under this Agreement.

(b) The Purchaser shall provide a written certification to the Seller at Closing reasserting these representations.

ARTICLE 8
DEFAULTS

8.1 In the event the Purchaser defaults hereunder and such default is not cured within fourteen (14) days following the date of the Seller's written notice to the Purchaser, the Seller, as its sole and exclusive remedy hereunder, will have the right to terminate this Agreement by further written notice thereof to the Purchaser and receive the Earnest Money as and for full and final liquidated damages for such breach and, thereafter, this Agreement will be deemed terminated and be null and void. The Seller and the Purchaser agree that the Seller's damages are otherwise difficult to calculate, and the Earnest Money reflects the best estimate of the actual costs that will be incurred by the Seller in the event of a default by the Purchaser.

8.2 In the event the Seller defaults hereunder and such default is not cured within fourteen (14) days following the date of the Purchaser's written notice to the Seller, the Purchaser may terminate its obligations under this Agreement by further written notice thereof to the Seller and obtain a return of the Earnest Money or file a suit in law or equity as its remedies by reason of such default.

ARTICLE 9
CLOSING DOCUMENTS

9.1 At Closing, the Seller will execute and/or deliver to the Purchaser and, where applicable, the Title Company, the following:

(a) Special Warranty Deed ("**Deed**") conveying the Property to the Purchaser in fee simple, subject only to the Permitted Exceptions;

(b) Affidavit of Title dated as of the Closing date;

(c) ALTA extended coverage statement with respect to the Property;

(d) GAP undertaking;

(e) Bill of Sale transferring to the Purchaser the personal property;

(f) State, county and municipal real estate transfer tax declarations;

(g) Affidavit sworn by an officer of the Seller to the effect that the Seller is not a "foreign person" as that term is defined in Section 1445(1)(3) of the Internal Revenue of 1986, as amended, which affidavit shall be in such form as may be prescribed by federal regulations;

(h) Post Closing Possession Agreement;

(i) Certification referenced in Section 7.1;

(j) Title Policy and Survey; and

(k) Such other and further documents reasonably requested by the Purchaser and the Title Company within a reasonable time before or after Closing, as may be necessary in order to complete any and all conveyances, transfers, sales and assignments contemplated herein.

9.2 At Closing, the Purchaser will execute and/or deliver to the Seller and, where applicable, the Title Company, the following:

(a) The balance of the Purchase Price in accordance with Paragraph 2.1 hereof;

(b) Documents evidencing the Purchaser's authority to consummate the transaction herein described;

(c) ALTA extended coverage statement with respect to the Property;

(d) GAP undertaking;

(e) State, county and municipal real estate transfer tax declarations;

(f) Post Closing Possession Agreement;

(g) Certification referenced in 7.2 above;

(h) Such other and further documents reasonably requested by the Seller and the Title Company within a reasonable time before or after Closing, as may be necessary in order to complete any and all conveyances, transfers, sales and assignments contemplated herein.

ARTICLE 10
CLOSING ADJUSTMENTS; CLOSING COSTS

Except as otherwise set forth hereinafter, if this Agreement is consummated, the following items will be paid, prorated, or adjusted as of the Closing date ("**Proration Date**") in the manner hereinafter set forth:

10.1 The Seller represents and warrants that the Property is currently exempt from real estate taxes and as result, no real estate taxes are due and no credit for real estate taxes shall be given at Closing.

10.2 Utility meters will be read on or immediately prior to the Proration Date, if possible, and the amounts due as disclosed by such readings will be paid by the Seller.

10.3 The Parties shall each pay their respective customary Closing costs, and they shall split the cost of the escrow.

10.4 Any applicable transfer tax imposed by a municipality shall be paid by the party designated in the ordinance imposing the tax. In the event that no party is designated, then such tax shall be paid by the Seller. Any presale requirements imposed by a municipality shall be borne by the Seller.

ARTICLE 11
FIRE DAMAGE; CONDEMNATION

11.1 The Seller shall bear all risk of loss with respect to the Property up to the earlier of the dates upon which either possession or title is transferred to the Purchaser in accordance with this Agreement. The Seller shall promptly notify the Purchaser in writing of any such fire or other casualty, and the Seller's determination of the cost to repair the damage caused thereby, and the amount of all insurance proceeds paid or payable to the Seller on account of such fire or casualty, if known by the Seller. In the event of damage to the Property by fire or other casualty prior to Closing, then this Agreement may be terminated at the option of the Purchaser, which option shall be exercised, if at all, by the Purchaser's written notice thereof to the Seller within ten (10) business days after the Purchaser receives written notice of such fire or other casualty and the Seller's determination of the amount of such damages (and the Closing shall be delayed, if necessary, until the Purchaser makes such election). Upon the exercise of such option by the Purchaser, this Agreement shall become null and void, the Earnest Money shall be returned to the Purchaser, and neither Party shall have any further liability or obligations hereunder. If the Purchaser does not so elect to terminate, then the Purchaser shall not have the right to terminate this Agreement, and the Seller shall assign and transfer to the Purchaser on the Closing date all of the Seller's right, title and interest in and to all insurance proceeds paid or payable to the Seller on account of such fire or casualty, and the Seller shall have no obligation to repair or restore the Property.

11.2 If, between the Effective Date and the Closing date, any condemnation or eminent domain proceedings are initiated that might result in the taking of any part of the Property, the Purchaser may do either of the following:

(a) Terminate this agreement by written notice to the Seller and receive a return of the Earnest Money; or

(b) Proceed with the Closing, in which event the Seller shall, at the Closing, assign to the Purchaser all of the Seller's right, title and interest in and to any award made in connection with such condemnation or eminent domain proceedings.

The Seller shall immediately notify the Purchaser in writing of any commencement or occurrence of any condemnation or eminent domain proceedings. The Purchaser shall then notify the Seller within five (5) days after the Purchaser's receipt of the Seller's notice whether the Purchaser elects to exercise its rights under subparagraph (a) or subparagraph (b) of this Section 11.2 (and the Closing shall be delayed, if necessary, until the Purchaser makes such election). If the Purchaser fails to make an election within such timeframe, the Purchaser shall be deemed to have elected to exercise its rights under subparagraph (a), and this Agreement shall become null and void, the Earnest Money shall be returned to the Purchaser, and neither Party shall have any further liability or obligations hereunder except for the survival of certain indemnities as expressly set forth herein.

ARTICLE 12
BROKERS

12.1 The Seller is exclusively represented by Robert Wheeler of Cresapartners Chicago, LLC. Cresapartners Chicago, LLC shall be compensated by the Seller per a separate agreement. The Purchaser is not represented by any broker in the transaction contemplated by this Agreement. The Purchaser agrees to indemnify, defend and hold the Seller harmless from and against any and all claims or demands with respect to any finder's or other brokerage fees, commissions or other compensation asserted by any person, firm or corporation in connection with the transaction contemplated by this Agreement arising from or as a result of the actions of the Purchaser, which indemnity shall survive the Closing. The Seller agrees to indemnify, defend and hold the Purchaser harmless from and against any and all claims or demands with respect to any finder's or other brokerage fees, commissions or other compensation asserted by any person, firm or corporation, other than and including Robert Wheeler of Cresapartners Chicago, LLC, in connection with the transaction contemplated by this Agreement arising from or as a result of the actions of the Seller, which indemnify shall survive the Closing.

ARTICLE 13
MISCELLANEOUS

13.1 All notices to be given hereunder will be personally delivered or sent by facsimile transmission, express courier or overnight mail, or via email communication to the Parties'

respective attorneys at the following addresses (or to such other or further addresses as the Parties may hereafter designate by like notice similarly sent) without the need to send it to the Purchaser or the Seller:

To Seller:

c/o Dawn Winters, CFO
Helping Hand Center
9649 W. 55th Street
Countryside, Illinois 60525-3632

With a copy to:

Darrin S. Baim
Golan & Christie LLP
70 W. Madison, Suite 1500
Chicago, Illinois 60602
dsbaim@golanchristie.com

To Purchaser:

Dubak Industrial Holdings LLC
c/o Mr. Nebojsa Dubak
1333 Burr Ridge Parkway, Suite 200
Burr Ridge, IL 60527
ndubak@dubakelectrical.com

With a copy to:

Fornaro Law
Philip M. Fornaro, Attorney
1022 S. La Grange Road
La Grange, IL 60525
philip@fornarolaw.com

All notices personally delivered or sent by facsimile or email transmission will be deemed effectively given on the date of such delivery or transmission (provided that any delivery or transmission that is received after 6:00 p.m. will be deemed given on the next business day). All notices sent by express courier or overnight mail will be deemed effectively given on the business day of delivery of such prepaid notice to the express courier or overnight mail provider.

13.2 This Agreement, and the Exhibits attached hereto, embody the entire agreement between the Parties in connection with this transaction and there are no oral or parole agreements, representations or inducements existing between the Parties relating to this

transaction which are not expressly set forth herein and covered hereby. This Agreement may not be modified except by a written agreement signed by all of the Parties.

13.3 The paragraph numbers and article numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe or describe the scope or intent of such paragraphs or articles of this Agreement nor in any way affect this Agreement.

13.4 Time is of the essence in this transaction. Whenever, under the terms of this Agreement, the time for performance of a covenant or condition falls upon a Saturday, Sunday or holiday, such time for performance will be extended to the next business day. This Agreement will be governed by and interpreted in accordance with the laws of the state in which the Property is located.

13.5 The Seller and the Purchaser, at the Closing, or at any time or from time to time thereafter, upon request of either Party, will execute such additional instruments, documents or certificates as either Party deems reasonably necessary in order to convey, assign and transfer the Property to the Purchaser hereunder.

13.6 The Purchaser shall have the right to purchase the Property under separate entities. Further, the Purchaser may assign its rights under this Agreement without further approval of the Seller to a limited liability company or other entity to be determined ("**New Entity**") without incurring any liability for such assignment and shall be accomplished through written notice to the Seller. If such assignment is made, the sale contemplated in this Agreement shall be consummated in the name and by and through the authorized officials of any such assignee. All obligations, liabilities and rights of this Agreement shall be undertaken by the New Entity and the existing Purchaser shall have no further obligation or liability under the Agreement.

13.7 A waiver by either Party of any default by the other Party shall not be deemed to be a continuing waiver or waiver of any other default or of any other provision of this Agreement, but shall apply solely to the instance in which the waiver is directed.

13.8 The Parties hereto and the individuals executing this document on their behalf, covenant that the signatories to this Agreement are duly authorized and empowered to so execute and bind their respective entity. The Parties hereby agree to be bound and to comply with all of the foregoing terms and conditions.

13.9 This Agreement may be executed in one or more counterparts, each of which will constitute an original and which, when taken together, will constitute one entire agreement each of which shall be deemed to be merged into one original document effective immediately upon execution by the last party to sign this Agreement. The Parties further agree that the receipt of facsimiled reproductions and emails of this Agreement bearing the signature of the parties shall be sufficient to constitute a binding agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

SELLER:
Helping Hand Foundation Real Estate Holding Company, Inc.

By: _____
Name: MARY BETH HEPP
Its: PRESIDENT

Date: NOV 5, 2015

PURCHASER:
Dubak Industrial Holdings LLC or its nominee

By: _____
Dubak Management Group Inc.
By: Nebojsa Dubak
Its Secretary

Date: 11-04-2015

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EXHIBIT "A"

Legal Description

LOT 1 IN JULIAN ELECTRIC, INC. CONSOLIDATION PLAT, A RESUBDIVISION OF LOTS 8-10 IN BLOCK 8 IN SHAWMUT AVENUE ADDITION TO LAGRANGE SUBDIVISION OF THE NORTH ½ OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF LOTS 4-7 IN SAID BLOCK 8 AFORESAID AND THAT PART OF LOTS 9-10 IN BLOCK 9 IN SHAWMUT AVENUE ADDITION TO LAGRANGE AFORESAID, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE ON A STRIP OF LAND 50 FEET ON EACH SIDE OF THE CENTER LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN A LINE WHICH IS PARALLEL WITH AND 1173 FEET WEST OF THE EAST LINE OF SECTION 4 AFORESAID, SAID POINT BEING 137 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 4; THENCE SOUTHEASTERLY ON A TANGENTIAL CURVE CONVEX TO THE SOUTHWEST WITH A RADIUS OF 537.7 FEET TO A POINT IN A LINE WHICH IS PARALLEL WITH AND 25 FEET SOUTH OF THE NORTH LINE OF THE RIGHT OF WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY, AND ALSO THAT PART OF LOTS 11-18 IN BLOCK 8 LYING EAST OF A LINE DRAWN PARALLEL WITH AND 1123 FEET WEST OF THE EAST LINE OF SECTION 4, AFORESAID (EXCEPT THAT PART OF SAID LOTS LYING WITHIN THE AFORESAID STRIP OF LAND 50 FEET IN WIDTH) IN COOK COUNTY, ILLINOIS AND ALSO ALL THAT PART OF BEACH AVENUE AS VACATED BY THE VILLAGE OF LAGRANGE, COOK COUNTY, ILLINOIS BY ORDINANCE 0-88-37 DATED AUGUST 22, 1988.

Property Address: 10 N. Beach Street, LaGrange, Illinois

PIN: 18-04-204-012-0000

EXHIBIT "B"

Post Closing Possession Agreement

This Post Closing Possession Agreement ("**Possession Agreement**") is made by and between HELPING HAND FOUNDATION REAL ESTATE HOLDING COMPANY, INC. ("**Seller**") and DUBAK INDUSTRIAL HOLDINGS LLC or its nominee ("**Purchaser**") (collectively, the "**Parties,**" or either individually, a "**Party**") and is supplemental to the Purchase and Sale Agreement dated November ____, 2015 ("**Agreement**") for the property located at 10 N. Beach Street, La Grange, Illinois ("**Property**"). In consideration of the covenants and agreements set forth herein, the Parties covenant and agree as follows

1. PREVAILING TERMS. This Agreement shall be supplemental to the above-referenced Agreement, which shall otherwise remain in full force and effect, except where the terms of this Possession Agreement are in conflict, in which event, the terms of this Possession Agreement shall prevail.

2. POST CLOSING POSSESSION CHARGE. The Seller is granted the right to remain in possession of the Property after Closing until January 31, 2016 at 11:50 p.m. upon payment to the Purchaser at Closing of Ten Thousand and 00/100s Dollars ($10,000.00) for use and occupancy.

3. VACATION DEFINED. Vacation of the Property shall mean that the Property is vacant, in broom clean condition, and no waste or damage having occurred, as verified by the Purchaser, and the key(s) have been relinquished to the Purchaser.

4. REMEDIES. In the event that the Seller does not vacate the Property in the period provided herein, the PER DIEM charge will be 125% of the amount provided in Paragraph 2 divided by thirty for a total of $416.67 and shall continue to accrue until the Seller vacates the Property, and the Purchaser may commence eviction proceedings and an action for damages, the cost, including but not limited to the attorney fees of the Purchaser, of which shall be paid by the Seller. The Purchaser's forbearance to employ any remedy shall not be construed as a waiver of the right to subsequently employ that remedy. The Seller agrees to waive all notices required by the Forcible Entry and Detainer Act or any other statute and to waive any defense and consent to immediate judgment for possession.

5. INSURANCE/CONTENTS DISCLAIMER. The Seller shall maintain its insurance policy on the Property during its period of occupancy and shall provide the Purchaser with verification of continuous coverage upon demand listing the Purchaser as an additional insured. The Seller shall continue to be solely responsible for the Property's contents and possessions.

6. CLOSING/PRORATIONS/UTILITIES. All tax and similar prorations shall be calculated as of the date of Closing, as defined in the Agreement. The Seller shall continue to be responsible for all utility charges through the date of vacation.

7. WARRANTIES. The Seller's contractual warranties and representations shall survive the Closing and shall extend to the date of vacation.

8. LIENS/UPKEEP. The Seller agrees to refrain from hiring any third parties to perform any work or to supply labor and materials on or at the Property. The Seller shall maintain the Property through and including the date of vacation and shall not commit or permit any waste or damage to the Property.

9. INDEMNIFICATION. The Seller agrees to indemnify and hold harmless any and all claims, injuries, or damages, including reasonable attorney's fees, arising from its occupancy or the Property, including those of the Seller, its agents, licensees, invitees, or any third parties.

10. RELATIONSHIP. This Possession Agreement is intended to give the Seller the right of possession subsequent to Closing and is not intended, nor shall it be construed, to establish a landlord and tenant relationship.

11. BINDING EFFECT. This Agreement shall be interpreted under the laws of the State of Illinois and shall bind on the heirs, successors, and assigns of the Parties.

Dated: NOV. 5, 2015

SELLER:
HELPING HAND FOUNDATION
REAL ESTATE HOLDING COMPANY

By: Beth Hepp
Name: MARY BETH HEPP
Its: PRESIDENT

PURCHASER:
Dubak Industrial Holdings LLC or its nominee

By: Nebojsa Dubak
Dubak Management Group Inc.
By: Nebojsa Dubak
Its Secretary

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ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

On this 18th day of February, 2016, DUBAK INDUSTRIAL HOLDINGS LLC, a Delaware limited liability company, hereby transfers, assigns and sets over to 10 N BEACH LLC, a Delaware limited liability company, all right, title and interest in the Purchase and Sale Agreement dated November 5, 2015, and any amendments thereto, for the property located at 10 N. Beach Street, La Grange, IL 60525 and any other interest in said property pursuant to the November 5, 2015 Purchase and Sale Agreement with Helping Hand Foundation Real Estate Holding Company, Inc.

DUBAK INDUSTRIAL HOLDINGS LLC

By Dubak Management Group Inc., its Manager

By:_____
Name: Nebojsa Dubak
Its: Secretary

CHICAGO TITLE AND TRUST COMPANY

5 WESTBRK CORP #100
WESTCHESTER, IL 60154

ESCROW TRUST DISBURSEMENT STATEMENT

DISBURSEMENT DATE: February 24, 2016

REFER TO: ALYSIA KRAMME
PHONE: (708)409-9039
FAX: (708)409-9914

ESCROW TRUST NO. HL201516569-001

TITLE ORDER NO. 01401-008979933

PARTIES:
HELPING HAND FOUNDATION REAL ESTATE
10 N BEACH LLC
BYLINE BANK

RECEIPTS:

02/24/16	transfer of earnest money	60,000.00
02/24/16	BYLINE BANK	215,000.00
02/24/16	BYLINE BANK	625,728.67
	$	900,728.67

DISBURSEMENTS:

01) PRORATIONS/CREDITS - Seller		
EARNEST MONEY	60,000.00-	
CLOSING COST CREDIT	3,750.00	
TOTAL PRORATIONS	56,250.00-	
PURCHASE PRICE	989,000.00	
ADJUSTED PURCHASE PRICE	$932,750.00	$932,750.00
02) CHICAGO TITLE AND TRUST COMPANY - Seller's Charges		
Re: Title Order No. 01401-008979933		
ESCROW FEE	625.00	
NY CLOSING FEE	200.00	
EXTENDED COVERAGE	350.00	
TITLE INSURANCE - CHICAGO TITLE COMPANY LLC	1,500.00	
COMMITMENT UPDATE FEE	125.00	
CLOSING PROTECTION LETTER	50.00	
ILLINOIS REGISTRATION FEE	3.00	
TRANSFER TAX	834.00	
COUNTY TAX	417.00	
	$4,104.00	$4,104.00
03) GOLAN & CHRISTIE LLP		
LEGAL FEES	10,000.00	
		$10,000.00
04) PROFESSIONALS ASSOCIATED SURVEY, INC		
SURVEY FEE	2,100.00	
		$2,100.00
05) CRESAPARTNERS CHICAGO, LLC		
BROKER'S COMMISSION	39,560.00	
		$39,560.00
06) HELPING HAND FOUNDATION REAL ESTATE		
NET PROCEEDS TO SELLER		$936,986.00

AMK 02/24/16 14:29 NOTE: * - Indicates items Paid Outside of Closing.

07) PRORATIONS/CREDITS - Buyer			
EARNEST MONEY		60,000.00	
CLOSING COST CREDIT		3,750.00-	
TOTAL PRORATIONS		56,250.00	
PURCHASE PRICE		989,000.00	
ADJUSTED PURCHASE PRICE		$932,750.00	$932,750.00
08) CHICAGO TITLE AND TRUST COMPANY - Buyer's Charges			
Re: Title Order No. 01401-008979933			
ESCROW FEE		1,425.00	
NY CLOSING FEE		200.00	
TITLE INSURANCE - CHICAGO TITLE INSURANCE CO. (2 LOAN		1,000.00	
ENDORSEMENTS - CHICAGO TITLE INSURANCE (LOC,EPA,COMP)		750.00	
POLICY UPDATE FEE		125.00	
CLOSING PROTECTION LETTER - BUYER		25.00	
CLOSING PROTECTION LETTER - LENDER		25.00	
ILLINOIS REGISTRATION FEE		3.00	
WIRE TRANFSER FEE (X3)		120.00	
EMAIL PACKAGE FEE		40.00	
EXPRESS DELIVERY FEE		25.00	
ILLINOIS REGISTRATION FEE (2ND LOAN)		3.00	
CPL - LENDER (2ND LOAN)		25.00	
CPL - BORROWER (2ND LOAN)		50.00	
EMAIL PACKAGE FEE (2ND LOAN)		40.00	
EXPRESS DELIVERY FEE (2ND LOAN)		25.00	
ILAPLD CERT SERVICE FEE		50.00	
ILAPLD CERT SERVICE FEE (2ND LOAN)		50.00	
RECORDING FEE DEED, AOR, 2 MTGS		300.00	
		$4,281.00	$4,281.00
09) BYLINE BANK INITIAL ESCROW DEPOSIT (1ST LOAN)	*	10,733.33	$0.00
10) BYLINE BANK UNDISBURSED FUNDS (2ND LOAN)	*	301,000.00	$0.00
11) BYLINE BANK TAX SERVICE FEE (2ND LOAN)	*	70.00	$0.00
12) BYLINE BANK LOAN FEE (1ST LOAN)	*	3,200.00	$0.00
13) BYLINE BANK FLOOD CERTIFICATION FEE (2ND LOAN)	*	12.00	$0.00
14) BYLINE BANK TAX SERVICE FEE (1ST LOAN)	*	70.00	$0.00
15) BYLINE BANK APPRAISAL FEE (1ST LOAN)	*	2,280.00	$0.00
16) BYLINE BANK LOAN FEE (2ND LOAN)	*	2,560.00	$0.00

AMK 02/24/16 14:29 NOTE: * - Indicates items Paid Outside of Closing.

17) BYLINE BANK EPA FEE (1ST LOAN)	*	1,750.00	
			$0.00
18) BYLINE BANK FLOOD CERTIFICATION FEE (1ST LOAN)	*	24.00	
			$0.00
19) SOMERCOR 504, INC SOMERCOR LOAN DEPOSIT		5,160.00	
			$5,160.00
20) FORNARO LAW BUYERS ATTORNEY FEE		8,588.50	
			$8,588.50
21) 10 N BEACH LLC TOTAL DISBURSEMENT AMOUNT			$950,779.50
TOTAL BUYER RECEIPTS			$840,728.67
AMOUNT DUE FROM BUYER			$110,050.83

DISBURSEMENTS APPROVED:

DATE	FOR SELLER	FOR BUYER
DATE	FOR LENDER	
DATE		
DATE 2/24/16	FOR CHICAGO TITLE AND TRUST	

AMK 02/24/16 14:29 NOTE: * - Indicates items Paid Outside of Closing.

SPECIAL WARRANTY DEED

Grantor, **Helping Hand Foundation Real Estate Holding Company, Inc., an Illinois not for profit corporation** ("Grantor") for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid, does REMISE, RELEASE, ALIEN AND CONVEY to **10 N Beach LLC, a Delaware limited liability company** ("Grantee") the following described property situated in the County of Cook, in the State of Illinois, to wit ("Property"):

See Legal Description attached hereto as Exhibit A

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity of, in and to the Property.

And Grantor, for itself and its successors, does covenant, promise and agree with Grantee and its successors, that Grantor has not done or suffered to be done, anything whereby the Property hereby granted is, or may be, in any manner encumbered or charged, except as herein set forth in **Exhibit B** attached hereto; and that Grantor **WILL WARRANT AND DEFEND** the Property against all persons lawfully claiming, or to claim same, by, through or under it, subject only to the exceptions set forth in **Exhibit B** attached hereto.

DATED this 20 day of February, 2016.

Helping Hand Foundation Real Estate Holding Company, Inc., an Illinois not for profit corporation

Mary Beth Hepp

Mary Beth Hepp, President

OFFICIAL SEAL
ELIZABETH WEDDINGTON
Notary Public - State of Illinois
My Commission Expires March 15, 2017

State of Illinois, County of Cook, SS. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mary Beth Hepp, personally known to me to be the President of Bolingbrook Helping Hand Foundation Real Estate Holding Company, Inc., whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that such person signed, sealed and delivered said instrument as such person's free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and official seal this 20 day of February 2016.

Commission expires March 15, 2017

Elizabeth Weddington
Notary Public

{00213386.DOC /}

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

LOT 1 IN JULIAN ELECTRIC, INC. CONSOLIDATION PLAT, A RESUBDIVISION OF LOTS 8 TO 10 IN BLOCK 8 IN SHAWMUT AVENUE ADDITION TO LAGRANGE SUBDIVISION OF THE NORTH ½ OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF LOTS 4 TO 7 IN SAID BLOCK 8 AFORESAID AND THAT PART OF LOTS 9 AND 10 IN BLOCK 9 IN SHAWMUT AVENUE ADDITION TO LAGRANGE AFORESAID, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF A STRIP OF LAND 50 FEET IN WIDTH BEING 25 FEET ON EACH SIDE OF THE CENTER LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN A LINE WHICH IS PARALLEL WITH AND 1173 FEET WEST OF THE EAST LINE OF SECTION 4 AFORESAID, SAID POINT BEING 137 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 4; THENCE SOUTHEASTERLY ON A TANGENTIAL CURVE CONVEX TO THE SOUTHWEST WITH A RADIUS OF 573.7 FEET TO A POINT IN A LINE WHICH IS PARALLEL WITH AND 25 FEET SOUTH OF THE NORTH LINE OF THE RIGHT OF WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY, AND ALSO THAT PART OF LOTS 11 TO 18 IN BLOCK 8 LYING EAST OF A LINE DRAWN PARALLEL WITH AND 1123 FEET WEST OF THE EAST LINE OF SECTION 4, AFORESAID (EXCEPT THAT PART OF SAID LOTS LYING WITHIN THE AFORESAID STRIP OF LAND 50 FEET IN WIDTH) AND ALSO ALL THAT PART OF BEACH AVENUE AS VACATED BY THE VILLAGE OF LAGRANGE, COOK COUNTY, ILLINOIS BY ORDINANCE NO. 0-88-37 DATED AUGUST 22, 1988, IN COOK COUNTY, ILLINOIS.

Property Address: 10 N. Beach Street, LaGrange, Illinois

PIN: 18-04-204-012-0000

{00213386.DOC /}

EXHIBIT B
PERMITTED EXCEPTIONS

E. GRANT MADE BY WILLIAM F. ZEMON TO THE COMMONWEALTH EDISON COMPANY AND THE ILLINOIS BELL TELEPHONE COMPANY, RECORDED NOVEMBER 13, 1962 AS DOCUMENT NUMBER 18643974, GRANTING THE RIGHT TO INSTALL AND MAINTAIN ALL EQUIPMENT FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY WITH TELEPHONE AND ELECTRIC SERVICE, WITH RIGHT OF ACCESS THERETO IN, UPON OVER, UNDER AND ALONG THE EAST 10 FEET OF LOTS 11 TO 18 IN BLOCK 8 AFORESAID EXCEPT THAT PART OF LOT 18 CONVEYED TO CHICAGO HAMMOND WESTERN RAILROAD BY DOCUMENT 2471993.

F. RESERVATION CONTAINED IN ORDINANCE RECORDED NOVEMBER 22, 1988 AS DOCUMENT 88538802 BY THE VILLAGE OF LA GRANGE FOR A PERPETUAL EASEMENT FOR SEWER AND WATER LINES IN BEACH AVENUE TO MAINTAIN AND OPERATE IN SAID EASEMENT ANY AND ALL STORM AND SANITARY SEWERS AND ALL EXISTING WATER MAINS AND WATER PIPES WITH THE RIGHT IN EACH INSTANCE TO MAINTAIN, REPAIR, RENEW AND RECONSTRUCT THE SAME, INCLUDING THE RIGHT TO GO UPON ANY PORTION OF SAID EASEMENT FOR THE PURPOSE OF SUCH MAINTENANCE, REPAIR, RENEWAL OR CONSTRUCTION. NO BUILDING OR PERMANENT STRUCTURE SHALL BE CONSTRUCTED ON SAID EASEMENT IN, UPON, OVER AND ACROSS THAT PART OF BEACH AVENUE DESCRIBED AS FOLLOWS:

THAT PART OF THE WEST 43 FEET OF BEACH AVENUE LYING EAST OF BLOCK 8 IN SHAWMUT AVENUE ADDITION TO LA GRANGE, A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LYING SOUTHWESTERLY OF THE SOUTHWESTERLY RIGHT OF WAY OF THE INDIANA HARBOR RAILROAD AND NORTHERLY OF THE NORTHERLY LINE OF HILLGROVE AVENUE IN THE VILLAGE OF LA GRANGE.

(AFFECTS VACATED BEACH AVENUE)

G. RESERVATION CONTAINED IN ORDINANCE RECORDED NOVEMBER 22, 1988 AS DOCUMENT 88538802 BY VILLAGE OF LA GRANGE A PERPETUAL EASEMENT FOR WATER LINE EASEMENT IN HILLGROVE AVENUE TO MAINTAIN AND OPERATE IN SAID EASEMENT ANY AND ALL STORM AND SANITARY SEWERS AND ALL EXISTING WATER MAINS AND WATER PIPES WITH THE RIGHT IN EACH INSTANCE TO MAINTAIN, REPAIR, RENEW AND RECONSTRUCT THE SAME, INCLUDING THE RIGHT TO GO UPON ANY PORTION OF SAID EASEMENT FOR THE PURPOSE OF SUCH MAINTENANCE, REPAIR, RENEWAL OR CONSTRUCTION. NO BUILDING OR PERMANENT STRUCTURE SHALL BE CONSTRUCTED ON SAID EASEMENT IN OVER, UNDER AND UPON THAT PART OF HILLGROVE AVENUE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 10 IN BLOCK 8 IN SHAWMUT AVENUE ADDITION TO LA GRANGE, A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE NORTHEASTERLY ALONG THE NORTHEASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID LOT 10, A DISTANCE OF 20 FEET, THENCE SOUTHWESTERLY TO A POINT, SAID POINT BEING THE INTERSECTION OF THE SOUTH EXTENSION OF THE EAST LINE OF BLOCK 8 AND THE NORTHERLY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD; THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, A DISTANCE OF 30 FEET; THENCE NORTHEASTERLY TO A POINT ON THE SOUTHERLY LINE OF LOT 10, SAID POINT BEING 10 FEET SOUTHWESTERLY OF THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTHEASTERLY TO THE POINT OF BEGINNING, IN THE VILLAGE OF LA GRANGE.

(AFFECTS VACATED HILLGROVE AVENUE)

H. (A) RIGHTS OF THE MUNICIPALITY, STATE OF ILLINOIS, THE PUBLIC AND ADJOINING OWNERS IN AND TO VACATED HILLGROVE AVENUE AND BEACH AVENUE;

(B) RIGHTS OF THE PUBLIC OR QUASI-PUBLIC UTILITIES, IF ANY, IN SAID VACATED HILLGROVE AVENUE AND BEACH AVENUE FOR MAINTENANCE THEREIN OF POLES, CONDUITS, SEWERS, ETC.

EMPLOYMENT OPPORTUNITIES

Pursuant to current economic and market dynamics, Applicant's estimates are as follows:

I. How many construction jobs will be created as a result of this development – Approximately 30[1]

II. How many new permanent full-time and part-time employees do you now employ in Cook County – Full-time = 75 and Part-time = Not Applicable

III. How many new permanent full-time jobs will be created as a result of this proposed development – Full-time = 35 (approximately) and Part-time = 7

Applicant expects all 75 employees to relocate from Applicant's current facility located at 417 South Bluff Avenue Suite 400 in La Grange, Illinois to the Property and given the capacity of the Property as well as contemplated new construction and substantial rehabilitation thereof and with the support of increased business over the next several years, Applicant would project to most likely increase its full-time employees 35 full-time employees and an additional 7 part time employees.

Additionally, Applicant reserves the right to amend and/or supplement said response at a later time when new or additional information subsequently becomes known or available to Applicant.

[1] Positions will be created at a later date, after Applicant's comprehensive plan of construction and rehabilitation of the Property is finalized and approved by all of the parties in interest.

10 N. Beach Avenue
La Grange, IL 60525
18-04-204-012-0000

Tax Year	Estimated Assessed Value	Estimated Market Value	Estimated Tax Rate	Estimated State Multiplier	Estimated Tax Without Incentive & With Full Occupancy	Estimated Taxes/Sq. Ft. Without Incentive & With Full Occupancy	Estimated Assessed Value With Incentive	Estimated Tax With Incentive	Estimated Taxes/Sq. Ft. With Incentve	Estimated Taxes if Property Still Owned by Seller	Estimated Taxes/Sq.	Estimated Building Square Feet
2017**	$291,000	$1,164,000	9.878%	2.7253	$78,339	$2.69	$116,400	$31,335	$1.08	$0	$0.00	29,100
2018	$291,000	$1,164,000	9.878%	2.7253	$78,339	$2.69	$116,400	$31,335	$1.08	$0	$0.00	29,100
2019	$291,000	$1,164,000	9.878%	2.7253	$78,339	$2.69	$116,400	$31,335	$1.08	$0	$0.00	29,100
2020**	$291,000	$1,164,000	9.878%	2.7253	$78,339	$2.69	$116,400	$31,335	$1.08	$0	$0.00	29,100
2021	$291,000	$1,164,000	9.878%	2.7253	$78,339	$2.69	$116,400	$31,335	$1.08	$0	$0.00	29,100
2022	$291,000	$1,164,000	9.878%	2.7253	$78,339	$2.69	$116,400	$31,335	$1.08	$0	$0.00	29,100
2023**	$291,000	$1,164,000	9.878%	2.7253	$78,339	$2.69	$116,400	$31,335	$1.08	$0	$0.00	29,100
2024	$291,000	$1,164,000	9.878%	2.7253	$78,339	$2.69	$116,400	$31,335	$1.08	$0	$0.00	29,100
2025	$291,000	$1,164,000	9.878%	2.7253	$78,339	$2.69	$116,400	$31,335	$1.08	$0	$0.00	29,100
2026**	$291,000	$1,164,000	9.878%	2.7253	$78,339	$2.69	$116,400	$31,335	$1.08	$0	$0.00	29,100
							15% Assessment Year 11					
2027	$291,000	$1,164,000	9.878%	2.7253	$78,339	$2.69	$174,600	$47,003	$1.62	$0	$0.00	29,100
							20% Assessment Year 12					
2028	$291,000	$1,164,000	9.878%	2.7253	$78,339	$2.69	$232,800	$62,671	$2.15	$0	$0.00	29,100
Totals					$940,064			$423,029		$0		

**Denotes Reassessment Year

Assumptions: 1. 2014 Tax Rate

2. 2014 Multiplier

3. Market value based on $40 per square foot based on the estimated completed size of 29,100 square feet for building

VILLAGE OF LA GRANGE
Department of Public Works

BOARD REPORT

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

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

DATE: April 25, 2016

RE: **AWARD OF CONTRACT AND CONSTRUCTION ENGINEERING AGREEMENT– 50th STREET STORM SEWER**

Over the last several years, the Village has experienced multiple high intensity rain events that exceeded the limited capacity of the Village's sewer system resulting in flooded basements, overland flooding in a number of depressional areas, and private property drainage issues. In response to the increasing frequency and intensity of rain events, the Village Board requested staff to pursue funding and engineering solutions that reduce flooding in an affordable and shorter time frame than previously planned.

In September 2014, staff recommended to the Board a tiered approach to the prioritization of flood control objectives given the Village's limited resources. In the first tier, staff recommended implementing solutions to address overland flooding and water pooling in depressional areas. Staff recommended implementing these solutions first as residents that experience this type of flooding are generally unable to implement individual private property solutions to mitigate this type of flooding. In the second tier, staff recommended implementing solutions that reduce the frequency of combined sewer backups. As the next tier, staff recommended carrying out solutions that reduce rear yard flooding.

Based on this tiered approach, the Village entered into a contract with Baxter & Woodman in September 2014 to update the hydraulic and hydrology model of the area south of 47th Street to evaluate alternatives that directly address overland flooding in the depressional areas. The report was completed in December 2014 and presented to the Board.

From this report, staff recommendations, and Board discussion a list of recommended flood mitigation projects were developed. First, the hydraulic model determined that a storm sewer constructed on 50th Street to the depressional area of 50th Street and Spring Avenue with laterals constructed to other depressional areas is the most effective solution to reduce the incidences of overland flooding. Also included is the construction of a floodwall on Brainard Avenue. The floodwall is designed to temporarily increase the amount of storm water storage

on the La Grange Country Club golf course. Lastly, based on the sewer televising program, approximately $775,000 in repairs to existing sewers were identified. These repairs are a combination of repairs at specific points and sewer lining. The anticipated cost to construct the recommended improvements is as follows:

	Flood Mitigation Projects – Phase 1	Cost
A	Construct 50th Street Relief Sewer to Depression 2	$11,720,000
B	Construct Lateral to Depression 5	$2,110,000
	Subtotal	**$13,830,000**
C	Brainard Avenue Floodwall	$1,000,000
	Sub-Total Flood Mitigation Projects	**$14,830,000**
D	Fast-Track Sewer Lining	$775,000
	Total Sewer Improvements	**$15,605,000**

In order to fund these improvements the Village Board enacted a voter authorized increase in the local retail sales tax, and approved increases in the Municipal Utility Tax, Simplified Telecommunications tax, and sewer rate. The Village issued bonds in the amount of $14.5 million for these projects in September 2015.

In February 2015, the Village entered into a contract with Baxter and Woodman to complete detailed engineering and design engineering work for the construction of the 50th Street storm sewer, lateral to Depression No. 5, and new quarry outfall. The plans and specifications were completed in March 2016 and submitted to the MWRD, the IEPA, and IDOT for permitting and approval.

The 50th Street Storm Sewer project is divided into the following phases of work in order to accommodate current negotiations with the quarry for a revised outfall location and to provide flexibility in awarding the contract due to the potential for variable bid prices and limited budget:

> Base Bid - Construction of (1) a storm sewer along 50th Street from East Avenue to Waiola Avenue, (2) a storm sewer on 8th Avenue from 50th Street to 48th Street, and (3) a storm sewer on 48th Street from 8th Avenue to 9th Avenue. The purpose of these storm sewers is to drain Depressional Areas 2 and 5 as defined in the hydraulic report. The storm sewers within these segments of construction range in size from 72" at East Avenue to 36" at Waiola Avenue.

Alternate 1A – The option of constructing a new 84" outlet for the storm sewer that is in line with the center line of 50th Street and extends to the edge of the quarry.

Alternate 1B – The option of connecting the 50th Street storm sewer to the existing 54" storm sewer that discharges into the quarry. The scope of work for this alternative consists of constructing a 72" sewer from 50th Street approximately 200' south on East Avenue to connect with the existing 54" sewer.

Alternate 2 - The option of constructing a 24" storm sewer on Kensington Avenue from 50th Street to 49th Street. This segment was determined to be needed by the hydraulic model to improve drainage within depression 2. This option was bid separately in the event that bid prices exceeded budgeted amounts.

Alternate 3 – The option of constructing a 24" storm sewer on Spring Avenue from 50th Street to approximately 300' north of the intersection. This segment was determined to be needed by the hydraulic model to improve drainage within depression 2. This option was bid separately in the event that bid prices exceeded budgeted amounts.

A map of the various alternatives is included with this report as Attachment 1. The project also includes replacement of sanitary sewers and water mains where there are conflicts, street reconstruction, patching, and paving.

The project was advertised for bidding on March 9, 2016 and the bid opening was held on April 6, 2016. A total of 21 firms picked up the bid documents. A total of nine bids were received as summarized below.

Rank	Contractor	Base Bid plus Alternates 1A, 2 and 3	Base Bid plus Alternates 1B, 2, and 3
1	Copenhaver Construction, Inc.	10,558,281.30	10,313,098.50
2	Austin-Tyler Construction	11,640,144.40	11,243,300.10
3	H. Linden & Sons S & W, Inc.	12,149,720.40	11,762,708.60
4	Superior Excavating	12,210,146.00	11,768,581.00
5	Joel Kennedy Constructing Corp.	12,681,249.40	12,504,735.10
6	A Lamp Concrete Contractors, Inc.	13,115,431.40	12,683,278.10
7	Pan-Oceanic Engineering Co., Inc.	13,519,695.25	12,694,793.50
8	Martam Construction, Inc.	13,824,316.40	13,676,156.10
9	Bolder Contractors	15,185,231.00	14,155,031.00
	Engineer's Estimate	**13,440,000.00**	**13,330,000.00**

A complete tabulation of the bids is included within Attachment 2.

Baxter & Woodman analyzed the bids for conformance with the bidding requirements and comparison to the Engineer's Estimate of Probable Cost. For both options Alternate 1A and 1B identified above, the low bid was submitted by Copenhaver Construction in the amounts of $10,558,281 and $10,313,099. In the attached analysis from Baxter & Woodman [Attachment 2], they find Copenhaver Construction, Inc. to be lowest, responsible, and responsive Bidder, and technically capable to perform the work as specified. Baxter & Woodman recommends awarding the contract to this company in the amounts shown, depending on the option selected by the Village.

Notably, after the bid opening the Village and Baxter & Woodman identified several pay items that required modification, some increases and some decreases. Copenhaver Construction, Inc. agreed to the updates in the amount of $42,102 resulting in an updated construction cost of $10,600,383 (this number differs from both numbers above due to updates to quantities for several unit price items.)

Currently, the Village is working with the quarry to reach an agreement to relocate the 50th Street storm sewer discharge from the existing 54" sewer that is 200 feet south of 50th Street to a new 84" sewer in-line with 50th Street. Assuming an agreement is reached with the quarry, staff recommends relocating the discharge point for the 50th Street storm sewer to the new 84" sewer for the following reasons:

1. The existing 54" sewer is in need of repair and replacing the sewer at this time provides for a new sewer extending the life of this infrastructure. Replacing the sewer as part of a planned project is more cost effective and less disruptive than having to replace or fix the existing 54" sewer in an emergency.

2. Reconstructing the discharge point in line with 50th Street is easier to construct than the current location 200 feet south on East Avenue. Specifically, there are homes on the west side of East Avenue that would be significantly impacted by construction should the sewer be reconstructed in its current location.

3. The 84" sewer is within the Village's current budget for the project.

While staff recommends constructing the 84" sewer, staff also recommends that the Village Board authorize a switch from Alternatives 1A to Alternate 1B if necessary as a result of the negotiations with the quarry. Staff believes it is best for the Board to take that action now because of the importance of keeping this project on schedule.

Staff thus concurs with Baxter & Woodman's assessment and recommends awarding the contract to Copenhaver Construction, Inc. If approved, work is expected to begin within the next month or so and is expected to be completed in October 2017. The following is the anticipated schedule for the project:

Action	Completion Date
Contract Award	April 25, 2016
Start Construction	May 9, 2016
Complete Stage 1 – East Avenue Outfall and 50th Street between East Avenue and 8th Avenue	September 30, 2016
Complete Stage 2 – 8th Avenue and 50th Street between 8th Avenue and La Grange Road	November 18, 2016
Complete Stage 3 – 50th Street between La Grange Road and Waiola Avenue, including Option Bid improvements if awarded.	July 31, 2017
Final Completion	October 31, 2017

If the contract is approved, staff plans to host a pre-construction open house for residents to inform them of the project details and schedule, provide contact information, and to answer questions. Additionally, construction notices for the project will be provided on the Village's website.

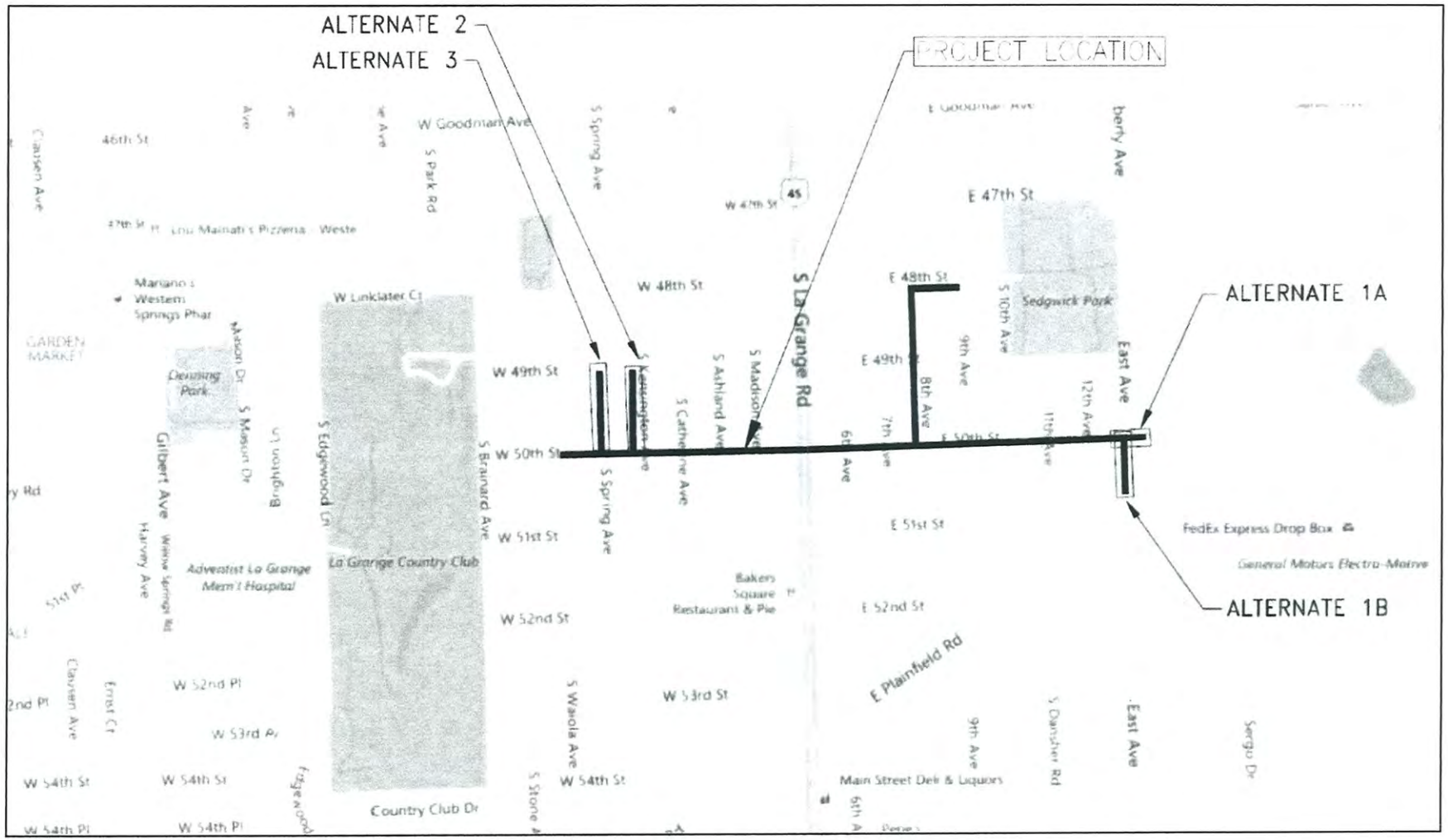
Also attached for your consideration and approval is a task order for the Phase 3 – Construction Engineering contract [Attachment 3]. We recommend that Baxter & Woodman perform the construction management for this project because of their thorough knowledge of this project and experience in this type of work. Baxter & Woodman has proposed to complete all construction inspections and administration, documentation, field observations, preparation of all contractor payments and submission of as-built drawings for an amount not to exceed $755,915. Baxter & Woodman have an existing Master Agreement with the Village, so if this task order is approved, all of Baxter & Woodman's services will be governed by the Master Agreement.

The current budget for the project is as follows:

50th Street Storm Sewer & Lateral to Depression No. 5	**Budget**
Expenses	
Engineering	
Design Engineering – Development of Plans and Specifications (50th Street storm sewer and lateral to Area 5)	$617,360
Design Engineering – Development of Plans and Specifications (Outfall to Quarry)	$26,640
Design Engineering – Quarry Topographic Survey	$6,509
Design Engineering – Quarry Outfall Energy Dissipation and Soil Erosion	$9,865
Construction Engineering	$755,915
Sub-total	**$1,416,289**
Construction – Copenhaver Construction, Inc. – 50th Street Storm Sewer [Base Bid, Alternate 1A, 2 and 3]	$10,600,383
Total	**$12,016,672**
Funding Sources	
Alternate Revenue Bonds	$13,830,000

In summary, staff recommends that the Village Board award the contract for the 50th Street Storm Sewer Project to Copenhaver Construction, Inc. for the base bid, Alternate 2 and Alternate 3, and to authorize staff to select either Alternative 1A or Alternative 1B, in a total contract amount not to exceed $10,600,383. Staff also recommends approval of the task order with Baxter & Woodman for construction engineering services for the project in the amount of $755,915.

50th Street Storm Sewer Project - Alternatives



BAXTER & WOODMAN
Consulting Engineers
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April 18, 2016

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

CONTRACT AWARD

Subject: Village of La Grange – 50th Street Relief Storm Sewer

Dear Mr. Gillingham:

Bids were opened for the 50th Street Relief Storm Sewer Project on Wednesday, April 6, 2016. Attached to this letter is a tabulation of the nine (9) bids received for the Base Bid and for the four Alternates for the project. The tabulation includes our pre-bid opinion of probable construction cost for the various portions of the project.

We have analyzed each of the bids and find Copenhaver Construction to be the lowest, responsible and responsive Bidder.

Copenhaver included their Illinois Department of Transportation "Certificate of Eligibility" with their bid and the size of the project will approach the Contractor's IDOT pre-qualification limit of $17,200,000. However, we have confirmed Copenhaver Construction has successfully completed similar, somewhat less substantial projects, and has the technical capability to complete this project. They also appear to be financially capable of the project based on their ability to obtain bonds for the project.

We contacted several references familiar with Copenhaver Construction's work and received consistently favorable reports. Cooperation between the client, engineer, and Copenhaver were reported to be excellent. The final products and workmanship were found to be very good to excellent. No problems were reported regarding payment of bills and subcontractors. Project supervision and support for the crews were reported to be fair, but Copenhaver Construction's cooperation and responses made up for any lack of active onsite supervision.

Based on our investigation of the experience, records, resources, and reputation of this Bidder, we believe that Copenhaver Construction is qualified to complete the Project.

If the Village of La Grange chooses to complete the entire project with a connection to the existing, 54" diameter storm sewer along and crossing East Avenue (Alternate 1B), the as-bid contract value would be $10,313,098.50. However, please note from previous reports that the existing corrugated metal pipe section of the storm sewer between East Avenue and the McCook Quarry has limited capacity, is in poor condition, and will continue to corrode and eventually fail.

BAXTER & WOODMAN
Consulting Engineers

If the Village of La Grange chooses to complete the entire project with a new outfall pipe crossing East Avenue and a structure in the McCook Quarry (Alternate 1A), the as-bid contract value would be $10,558,281.30. This option will provide the Village with a new storm sewer with increased capacity and an expected design life of 50 years.

Subsequent to the bid opening, we identified several pay items and quantities that required modification. We contacted Copenhaver Construction about updating these pay items and various quantities to the project that we have determined to be necessary for the Project post-advertisement. Copenhaver agreed to the updates, and total value of the additional work is estimated to be $42,102. We recommend the updated pay items and quantities be included in the contract award for the project.

We recommend the Village of La Grange establish a total project budget to include the as-bid contract value, updated pay items and quantities, and engineering fees for construction-related services. The suggested Project Construction Budget for the project with Alternate 1A is as follows:

As-Bid Contract Value (Alternate 1A)	$10,558,281.30
Post-bid pay items and quantity updates	$ 42,102.00
Subtotal Construction	$10,600,383.30
Construction Engineering – Baxter & Woodman, Inc.	$ 755,915.00
Project Construction Budget	$11,356,298.30

Please advise us of the Village's decision to award the contract, and if Alternate 1A or Alternate 1B was selected.

The original Bid Documents are being returned to you under separate cover.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Steven M Verseman, P.E.

Enc.

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VILLAGE OF LA GRANGE, ILLINOIS

50th STREET RELIEF STORM SEWER

TABULATION OF BIDS

BID DATE/TIME: April 6, 2016 / 10:00 a.m. local time

ENGINEER'S JOB NO. 150174.40

BIDDER	BID SECURITY	ADDENDA RECEIVED 1	2	3	4	TOTAL AMOUNT OF BID PROPOSAL BASE BID	ALTERNATE 1A	ALTERNATE 1B	ALTERNATE 2	ALTERNATE 3	Base Bid plus Alternates 1A, 2, and 3	Base Bid plus Alternates 1B, 2, and 3	REMARKS
Copenhaver Construction, Inc. Gilberts, Illinois	5% Bid Bond	√	√	√	√	$ 9,109,714.00	$ 739,500.00	$ 494,317.20	$ 418,101.10	$ 290,966.20	$ 10,558,281.30	$ 10,313,098.50	Low Bidder BC 57 included
Austin-Tyler Construction Joliet, Illinois	5% Bid Bond	√	√	√	√	$ 9,762,112.20	$ 1,051,564.00	$ 654,719.70	$ 502,189.60	$ 324,278.60	$ 11,640,144.40	$ 11,243,300.10	BC 57 included
H Linden & Sons S & W, Inc. Plano, Illinois	5% Bid Bond	√	√	√	√	$ 10,411,492.20	$ 999,307.00	$ 612,295.20	$ 425,609.60	$ 313,311.60	$ 12,149,720.40	$ 11,762,708.60	
Superior Excavating Company, Inc. Channahon, Illinois AND Conley Excavating, Inc. Morris, Illinois	5% Bid Bond	√	√	√	√	$ 10,406,608.00	$ 1,056,190.00	$ 614,625.00	$ 426,321.00	$ 321,027.00	$ 12,210,146.00	$ 11,768,581.00	
Joel Kennedy Constructing Corp. Waukegan, Illinois	5% Bid Bond	√	√	√	√	$ 11,298,366.20	$ 501,072.00	$ 324,557.70	$ 517,764.60	$ 364,046.60	$ 12,681,249.40	$ 12,504,735.10	
A Lamp Concrete Contractors, Inc. Schaumburg, Illinois	5% Bid Bond	√	√	√	√	$ 11,162,628.20	$ 1,100,489.00	$ 668,335.70	$ 498,396.60	$ 353,917.60	$ 13,115,431.40	$ 12,683,278.10	
Pan-Oceanic Engineering Co., Inc. Chicago, Illinois	5% Bid Bond	√	√	√	√	$ 11,142,339.80	$ 1,497,106.85	$ 672,205.10	$ 511,719.60	$ 368,529.00	$ 13,519,695.25	$ 12,694,793.50	Might not be IDOT PreQualified
Martam Construction, Inc. Elgin, Illinois	5% Bid Bond	√	√	√	√	$ 11,818,218.20	$ 1,201,901.00	$ 1,053,740.70	$ 476,943.60	$ 327,253.60	$ 13,824,316.40	$ 13,676,156.10	
Bolder Contractors Cary, Illinois	5% Bid Bond	√	√	√	√	$ 12,455,806.00	$ 1,768,850.00	$ 738,650.00	$ 550,255.00	$ 410,320.00	$ 15,185,231.00	$ 14,155,031.00	Corrected Base Bid
Engineer's Opinion of Probable Construction Cost						$ 11,783,000	$ 874,000	$ 764,000	$ 462,000	$ 319,000	$ 13,440,000	$ 13,330,000	

VILLAGE OF LA GRANGE, ILLINOIS
50TH STREET RELIEF STORM SEWER – CONSTRUCTION SERVICES

TASK ORDER NO. 100

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 100:

1. **Contracted Services:**

   Baxter & Woodman, Inc. shall provide the Village with construction engineering services for the 50th Street Relief Storm Sewer 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:

April 6, 2016	Bid Opening
April 25, 2016	Contract Award
May 9, 2016	Start Construction
September 30, 2016	Complete Stage 1 – East Avenue Outfall and 50th Street between East Avenue and 8th Avenue
November 18, 2016	Complete Stage 2 – 8th Avenue and 50th Street between 8th Avenue and LaGrange Road
July 31, 2017	Complete Stage 3 – 50th Street between LaGrange Road and Waiola Avenue, including Option Bid improvements if awarded.
October 31, 2017	Final Completion

3. **Project Completion Date:**

   October 31, 2017

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 $755,915.

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

   All other terms and conditions remain unchanged.

[signature page follows]

BAXTER & WOODMAN
Consulting Engineers

VILLAGE	CONSULTANT
_____	John V. Ambrose
Signature	Signature
_____	John V. Ambrose
Director of Public Works	Vice President/Secretary
_____	March 9, 2016
Date	Date

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

_____
Signature

_____
Village Manager

_____
Date

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

_____
Signature

_____
Village President

_____
Date

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BAXTER & WOODMAN
Consulting Engineers

VILLAGE OF LA GRANGE, ILLINOIS
50TH STREET RELIEF STORM SEWER – CONSTRUCTION SERVICES

EXHIBIT A

PROJECT DESCRIPTION

This Project consists of providing construction engineering services for the construction of approximately 12,700 feet of 84" through 12" storm sewer; 250 storm sewer structures; 3 specialty storm sewer structures; 2,100 feet of 36" through 8" sanitary sewer; 20 sanitary sewer manholes; removal of existing storm sewer and sanitary sewer structures; approximately 30 water main relocations; street reconstruction, street patching, or resurfacing on all streets with storm sewer construction; construction of Alternate 1A and Alternates 2 and 3 involving additional storm sewer construction; and other miscellaneous items of work necessary to complete the relief storm sewer installation along 50th Street (Waiola Avenue to East Avenue), along 8th Avenue, 48th Street, Kensington Avenue, and Spring Avenue.

VILLAGE OF LA GRANGE, ILLINOIS
50TH STREET STORM SEWER RELIEF – CONSTRUCTION SERVICES

EXHIBIT B

SCOPE OF SERVICES

1. Act as the Owner's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.

2. PROJECT INITIATION
   - Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Review Contractor insurance documents.
   - Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.

3. CONSTRUCTION ADMINISTRATION
   - Attend periodic construction progress meetings.
   - Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs of precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.
   - Review construction record drawings for completeness prior to submission to CADD.
   - Prepare construction contract change orders and work directives when authorized by the Owner.
   - Review the Contractor's requests for payments as construction work progresses, and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
   - Research and prepare written response by Engineer to request for information from the Owner and Contractor.
   - Project manager or other office staff visit site as needed.

4. FIELD OBSERVATION
   - Engineer's site observation shall be at the times agreed upon with the Owner. Engineer will provide Resident Project Representatives at the construction site on a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.
   - Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
   - Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the Owner of the construction progress and working days charged against the Contractor's time for completion.
   - Field based data collection will be performed on-site during construction by the Resident Project Representative (RPR). Storm, sanitary, and combined sewer system facilities within the project limits will be collected using Environmental Systems Research Institute (ESRI) ArcGIS Mobile technology. Using the Collector for ArcGIS application and Trimble's RI GNSS Receiver the RPR will collect and share project data with office GIS technicians in real-time. All information collected and created as part of this Project will be

provided in a format compatible with the Village's existing GIS. Attribution will include rim elevation, pipe invert elevations, flow direction, and a representative digital photo.

- Provide the services of a materials testing company, as a subconsultant, to perform proportioning and testing of the Portland cement concrete and bituminous mixtures in accordance with the IDOT's Bureau of Materials manuals of instructions for proportioning. Review laboratory, shop and mill test reports of materials and equipment furnished by the Contractor.

5. SUBSTANTIAL COMPLETION OF PROJECT
   - Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.
   - Prepare Certificate of Substantial Completion.

6. COMPLETION OF PROJECT
   - Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
   - Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Owner.
   - Review the Contractor's requests for final payment, and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
   - Prepare construction record drawings which show field measured dimensions of the completed work which the Engineers consider significant and provide the Owner with CD or electronic copy within ninety (90) days of the Project completion.

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VILLAGE OF LA GRANGE, ILLINOIS
50th STREET RELIEF SEWER - CONSTRUCTION SERVICES
SECTION NO.: N/A

EXHIBIT C

CONSTRUCTION ENGINEERING
COST ESTIMATE OF CONSULTANT'S SERVICES IN DOLLARS

Route: 50th Street
Local Agency: Village of La Grange

Section: N/A
Project: N/A
Job No.: N/A

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

Overhead Rate	147%
Complexity Factor	0
Calendar Days	554

Anticipated Service from 4/25/16 to 10/31/17

Method of Compensation:

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

2016 Construction Services Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs	Overhead*	In-House Direct Costs	Services by Others	Profit	Total
PROJECT INITIATION & PUBLIC MEETINGS	PRINCIPAL	12	$70.00	$840.00	$1,235.00	$55.00		$309.00	$2,439.00
	SR. ENGR. IV	54	$60.22	$3,252.00	$4,780.00	$48.00		$1,172.00	$9,252.00
	SR. ENGR. III	32	$50.48	$1,615.00	$2,374.00	$24.00		$582.00	$4,595.00
	SR. ENGR I	24	$40.92	$982.00	$1,444.00	$48.00		$359.00	$2,833.00
	ENGR. TECH IV	16	$42.30	$677.00	$995.00	$48.00		$249.00	$1,969.00
	CLERICAL I	12	$25.67	$308.00	$453.00	$40.00		$116.00	$917.00
CONSTRUCTION ADMINISTRATION & DESIGNER REVIEWS	SR. ENGR. IV	348	$60.22	$20,957.00	$30,807.00	$360.00		$7,558.00	$59,682.00
	SR. ENGR. IV	105	$60.22	$6,323.00	$9,295.00	$48.00		$2,272.00	$17,938.00
	ENGR. TECH IV	40	$42.30	$1,692.00	$2,487.00			$606.00	$4,785.00
	CLERICAL I	24	$25.67	$616.00	$906.00	$100.00		$235.00	$1,857.00
FIELD OBSERVATION & CONSTRUCTION LAYOUT	SR. ENGR. IV	20	$60.22	$1,204.00	$1,770.00	$22.00		$434.00	$3,430.00
	ENGR. II	116	$30.04	$3,485.00	$5,123.00	$696.00		$1,349.00	$10,653.00
	ENGR. TECH IV	1305	$42.30	$55,202.00	$81,147.00	$3,480.00		$20,275.00	$160,104.00
	ENGR. TECH II	580	$30.10	$17,458.00	$25,663.00	$2,088.00		$6,555.00	$51,764.00
SUBSTANTIAL COMPLETION OF PROJECT	SR. ENGR. IV	20	$60.22	$1,204.00	$1,770.00			$431.00	$3,405.00
	ENGR. TECH IV	40	$42.30	$1,692.00	$2,487.00			$606.00	$4,785.00
	CAD/GIS/SURVEY TECH IV	80	$42.25	$3,380.00	$4,969.00			$1,211.00	$9,560.00
MATERIAL TESTING							$7,000.00		$7,000.00
	2016 SUB-TOTALS	2,828		$120,887.00	$177,705.00	$7,057.00	$7,000.00	$44,319.00	$356,968.00

2017 Construction Services Element of Work	Employee Classification	Man-Hours	Payroll Rate*	Payroll Costs	Overhead*	In-House Direct Costs	Services by Others	Profit	Total
CONSTRUCTION ADMINISTRATION	SR. ENGR. IV	396	$62.03	$24,563.00	$36,108.00	$704.00		$8,899.00	$70,274.00
	SR. ENGR. III	40	$51.99	$2,080.00	$3,058.00	$24.00		$748.00	$5,910.00
	ENGR. TECH IV	16	$43.57	$697.00	$1,025.00			$250.00	$1,972.00
	CLERICAL I	24	$26.44	$635.00	$933.00	$40.00		$233.00	$1,841.00
FIELD OBSERVATION	SR. ENGR. IV	40	$62.03	$2,481.00	$3,647.00	$48.00		$896.00	$7,072.00
	SR. ENGR. IV	80	$62.03	$4,962.00	$7,294.00			$1,777.00	$14,033.00
	ENGR. II	132	$30.94	$4,084.00	$6,003.00	$792.00		$1,578.00	$12,457.00
	ENGR. TECH IV	1485	$43.57	$64,700.00	$95,109.00	$3,960.00		$23,747.00	$187,516.00
	ENGR. TECH II	660	$31.00	$20,462.00	$30,079.00	$2,375.00		$7,673.00	$60,589.00
COMPLETION OF PROJECT	SR. ENGR. IV	40	$62.03	$2,481.00	$3,647.00			$889.00	$7,017.00
	ENGR. TECH IV	80	$43.57	$3,486.00	$5,124.00	$96.00		$1,262.00	$9,968.00
	CAD/GIS/SURVEY TECH IV	120	$43.52	$5,222.00	$7,676.00			$1,870.00	$14,768.00
MATERIAL TESTING							$5,530.00		$5,530.00
*3% Payroll Rate Increase	2017 SUB-TOTALS	3,113		$135,853.00	$199,703.00	$8,039.00	$5,530.00	$49,822.00	$398,947.00
	TOTALS	5,941		$256,740.00	$377,408.00	$15,096.00	$12,530.00	$94,141.00	$755,915.00

CONSTRUCTION ENGINEERING TOTAL NOT TO EXCEED $755,915.00

In-House Direct Costs:
VEHICLE EXPENSES: TRAVEL - 27,624 MI @ CURRENT IRS RATE ($0.540 FOR ESTIMATING PURPOSES) = $14,916.00
PRODUCTION, ADMINISTRATION, POSTAGE: $180.00

Services by Others:
MATERIAL TESTING: N/A $12,530.00

\\corp.baxwood.com\Projects\Crystal Lake\LAGRV\150174-50th St Sewer\Contract\60-Construction\Exhibit C - Fee