

Village of La Grange



VILLAGE BOARD MEETING

MONDAY, SEPTEMBER 26, 2011

7:30 p.m.

BOOK 1 of 2

Village Hall Auditorium

53 S. La Grange Road

La Grange, IL 60525

Elizabeth M. Asperger
Village President

Thomas Morsch
Village Clerk

VILLAGE OF LA GRANGE
BOARD OF TRUSTEES REGULAR MEETING

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

AGENDA

Monday, September 26, 2011 – 7:30 p.m.

1. CALL TO ORDER AND ROLL CALL

Trustee Holder
Trustee Horvath
Trustee Kuchler
Trustee Langan
Trustee Nowak
Trustee Palermo
President Asperger

2. PRESIDENT'S REPORT

This is an opportunity for the Village President to report on matters of interest or concern to the Village.

A. Appointment – Firemen's Pension Board

3. PUBLIC COMMENTS REGARDING AGENDA ITEMS

This is the opportunity for members of the audience to speak about matters that are included on this Agenda.

4. OMNIBUS AGENDA AND VOTE

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

A. Agreement – Commuter Facility Improvement Grant Agreement – Stone Avenue Train Station

Agreement – Operation, Maintenance and Sublease of the Stone Avenue Commuter facility

Agreement – Architectural Professional Design Services – Legat Architects

B. Ordinance – Design Review Permit (DRP) #82, 19 South La Grange Road, Randy & Kathleen Valenta

C. Ordinance – Design Review Permit (DRP) #83, 26 East Burlington, Ammar Moosabhoy (Impact Architectural Signs)

- D. Resolution – Illinois Municipal Retirement Fund Earnings
 - E. Ordinance – Disposal of Surplus Property
 - F. Minutes of the Village of La Grange Board of Trustees Regular Meeting Monday, September 12, 2011
 - G. Consolidated Voucher 110926
5. CURRENT BUSINESS
This agenda item includes consideration of matters being presented to the Board of Trustees for action.
- A. Presentation – FY 2010-11 Comprehensive Annual Financial Reports: *Referred to Trustee Nowak*
 - B. Presentation – West Suburban Cook County Police and Fire Department Service Sharing Study, Between the Villages of La Grange, La Grange Park, and Western Springs, in Conjunction With The Metropolitan Mayors Caucus Service Delivery Initiative: *Referred to President Asperger*
6. MANAGER’S REPORT
This is an opportunity for the Village Manager to report on behalf of the Village Staff about matters of interest to the Village.
- A. Status Report – Review of the Village’s Operations Plan
7. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA
This is an opportunity for members of the audience to speak about Village related matters that are not listed on this Agenda.
8. EXECUTIVE SESSION
The Board of Trustees may decide, by a roll call vote, to convene in executive session if there are matters to discuss confidentially, in accordance with the Open Meetings Act.
9. TRUSTEE COMMENTS
The Board of Trustees may wish to comment on any matters.
10. ADJOURNMENT

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

PRESIDENT'S REPORT

VILLAGE OF LA GRANGE
Administrative Offices

BOARD REPORT

TO: Village Clerk and Board of Trustees
FROM: Elizabeth M. Asperger, Village President
DATE: September 26, 2011
RE: **APPOINTMENT – FIREMEN’S PENSION BOARD**

Alex Kramer has served the Village as a member of the Firemen’s Pension Board since 2010 and will be stepping down due to relocating to Milwaukee.

To fill the vacancy on the Firemen’s Pension Board, I hereby submit the appointment of Colin Robertson for your approval. Mr. Robertson resides at 344 S. Stone Avenue, and has indicated his willingness to serve as a member of the Firemen’s Pension Board for a term to expire in the year 2012.

Mr. Robertson’s resume will be submitted to you under separate cover.

I recommend that this appointment be approved.

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OMNIBUS VOTE

VILLAGE OF LA GRANGE
Administrative Offices

BOARD REPORT

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

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

DATE: September 26, 2011

RE: **AGREEMENT – COMMUTER FACILITY IMPROVEMENT GRANT**
AGREEMENT – STONE AVENUE TRAIN STATION

AGREEMENT – OPERATION, MAINTENANCE AND SUBLEASE OF
THE STONE AVENUE COMMUTER FACILITY

AGREEMENT – ARCHITECTURAL PROFESSIONAL DESIGN
SERVICES – LEGAT ARCHITECTS

Built in 1901, the Stone Avenue Train Station on Burlington Avenue is one of the Village's most recognizable and architecturally significant buildings. The La Grange Area Historical Society designated the station as a local landmark in 1971. The station is currently owned by Burlington Northern Santa Fe Railroad and is maintained and operated through a lease agreement with Metra.

Through the years, the Stone Avenue Station's interior and exterior have significantly deteriorated. As a result, the Village Board identified the restoration of the structure as an important strategic objective not only for the benefits provided to commuters, but also because of its iconic value to the community as a whole and particularly to the West End Business District.

In 2006, the Village was approved for a grant of \$385,000 from the West Suburban Mass Transit District (WSMTD) to improve the Stone Avenue Station. In 2007, the Village initiated a Request for Proposals (RFP) process for professional services to assist the Village with renovating the station. Twelve architectural / engineering firms received the RFP and eight firms responded. The Village Board approved a contract with Legat Architects in 2008 for Phase 1 conceptual design services.

Stone Avenue Station Conceptual Design

As part of the Phase 1 work on the Stone Avenue Station, Legat Architects evaluated the condition of the station, outbound shelter, and adjacent grounds and provided several conceptual improvement options and budget estimates for planning purposes.

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The Village Board conducted several workshop meetings in 2009 and 2010 to discuss the scope of the project. Concurrent with these discussions, the Village learned that \$700,000 in additional grant funding was secured from the Federal Transit Administration (FTA) by Congressman Lipinski for the station renovation project, bringing the total grant funds available to \$1,085,000. The FTA is an agency within the U.S. Department of Transportation. The grant agreement between the FTA and Metra was signed in May 2011.

As a result of budget constraints, the Village Board determined that the scope of the renovation work must be limited to the \$1,085,000 available, including both design and construction components. Further, the Village Board directed staff to focus primarily on the building-related renovations that were considered most necessary as a result of deterioration and age.

New Grant and Maintenance Agreements

In order to receive the grant funds for the Stone Avenue Station project provided by the West Suburban Mass Transit District and the FTA, the Village is required to enter into a two-part “Commuter Facility Improvement Grant Agreement” between the Village and Metra, which is the local grant administrator for the funds. In addition, the Village is required to enter into an operation and maintenance agreement with Metra, which is called “Exhibit C” to the Grant Agreement but which we discuss separately because of its overall importance. The term of the Grant Agreement is 36 months or such additional time as approved under the project.

1. Grant Agreement – Part I

Part I of the grant agreement with Metra provides a general description of the project and the designated amount of grant funds allocated to the project.

2. Grant Agreement – Part II

Part II of the Grant Agreement includes most of the key provisions of the agreement, including the manner in which the project will be documented, funds will be allocated and the exhibits. The exhibits to the Grant Agreement include: Exhibit A, a description of the work to be performed; Exhibit B, the approved project budget; Exhibit C, an agreement for the operation and maintenance of the facility (see below); and Exhibit D, the required project signage.

The grant funds are provided under a reimbursement basis. The Village pays for the elements of the project and then applies for the grant funds to reimburse itself. This means that the Village must abide carefully by the grant rules, including specific reporting requirements, to ensure that the Village qualifies to receive the grant funds.

3. Exhibit C

Exhibit C sets the terms for the operation and maintenance of the Stone Avenue Station. Responsibilities are split between the Village and Metra, with the Village

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being primarily responsible for the day-to-day maintenance of the station. Exhibit C is generally similar to the 1996 agreement between the Village and Metra for the La Grange Road Train Station, although Metra has required that the Stone Avenue agreement be consistent with their new format and structure. Under the agreement, the Village agrees to perform routine janitorial and maintenance work to keep the station in a good general state of repair. The Village will not be responsible, however, for repairs or one-time maintenance work if the cost of materials or contracted labor exceeds \$5,000. In addition, Metra has acknowledged the age of the station's mechanical systems and has agreed that Metra will be responsible for repair or replacement of the furnace and the plumbing fixtures that serve the ticket agent. Metra also has agreed to install an alarm system or security camera on the premises if revenue generating machines are installed at some point in the future.

Village Attorney Burkland has participated in the review and preparation of these documents.

Existing 2001 Snow Removal Agreement

The Village currently has an agreement (called "Exhibit C-2") with Metra to perform snow removal at both train stations. Under that agreement, Metra agreed to reimburse the Village for the cost of the tractor used for snow removal and to replace it at the end of its useful life. Although the Village has indicated a need for the equipment to be replaced, Metra contends that it cannot replace the tractor at this time due to financial constraints. Instead, Metra has agreed to pay the costs to repair the tractor and to replace the tractor at a mutually determined time in the future.

Village staff is in the process of compiling a list of necessary repairs and estimates to be submitted to Metra.

Maintenance Expenses

As noted above, the Village is required as part of the renovation project to take on maintenance responsibilities at the Stone Avenue Station (such as janitorial services) in addition to the landscaping and snow removal work the Village already performs. These responsibilities start once the renovation project is complete.

We expect, based on our experience at the La Grange Road Train Station, that the Village will incur approximately \$8,000 in additional annual expenses for the maintenance of the Stone Avenue Station. The majority of this cost is attributed to contractual services such as window washing and janitorial supplies. Services such as snow plowing and grass cutting are currently performed using existing equipment and labor. Routine maintenance activities are expected to be performed by utilizing existing staff. The anticipated additional expenses will be provided for in the FY 2012-2013 budget.

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Professional Services Agreement with Legat

A. Services. The improvements to the Stone Avenue Station require architectural and engineering plans and specifications. The Village already went through a competitive procurement process for this project when Legat Architects was chosen to provide the Phase 1 conceptual design services. As a result of that Phase 1 work, Legat is very familiar with the station, the elements of the renovation, and the Village’s priorities and budget limitations. We were satisfied with Legat’s services for Phase 1 and Legat has substantial experience overseeing several train station construction and renovation projects in the Chicago area.

B. Fees. At the time Legat was selected for Phase 1, Legat also provided a general outline of services and fees for Phase 2 design and Phase 3 project management and construction oversight. Staff asked Legat to provide a fully developed proposal for Phase 2 and Phase 3 services. That proposal is attached to the proposed professional services contract included with this report.

Legat’s fees for Phase 2 and 3 services are tied to the total construction costs for project, which is typical for projects of this type. We are budgeting total construction costs to be roughly \$984,000, which includes all of the “base bid” items, a construction contingency, one or both of the alternate bid items if the base bid is low enough and the Village Board approves the alternate items, and any “optional” items as well if there is still room in the budget. The \$984,000 amount leaves sufficient room in the budget for Legat’s fees and other contingencies.

Legat’s standard fee of 9.5% for combined design, project management, and construction oversight would apply to the base services outlined in the proposal, but for some services the fee could be less. For example, Legat would apply only 80% of its fee (the design component of its fee) to the two alternate bid items if they are not built, subtracting the 20% project management and construction oversight component of its fee. Also for example, Legat would not charge a fee for work performed by the Village’s public works employees that does not require design or construction oversight. Legat also would provide services related to management of the grants for a flat fee of \$7,200.

Because we do not have construction contract bid results and therefore decisions regarding the final scope of work have not yet been made, we cannot precisely calculate the total fee for Legat’s services for Phases 2 and 3. We can state that Legat’s fees will be capped under all circumstances at 9.5% of total actual construction costs. We also can roughly estimate a maximum possible fee, assuming a total project cost of \$1,085,000 and applying Legat’s 9.5% standard fee to all construction costs, as follows:

Estimated total construction costs	\$984,292
Estimated maximum design/oversight fee	\$93,508
Grant administration fee	\$7,200
Total Project Budget	\$1,085,000

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Legat Architects understands that its work cannot begin under the contract, and costs cannot be incurred against the project, until the agreement between the Village and Metra is finalized. The funding agreement requires Metra Board approval and we anticipate that the Metra Board will consider approval of the agreement at its October 14 meeting.

If accepted by the Village Board, Legat's proposal will be incorporated into the proposed professional services agreement included with this report, which is based on the Village's model developed by Village Attorney Burkland and used for several projects including the Village Hall energy efficiency renovation project.

Recommendations

We recommend that the Village Board approve the two-part Grant Agreement between the Village and Metra, which governs (a) the use of the grant funds from the WSMTD and the FTA and (b) the terms for operation and maintenance of the renovated Stone Avenue Station. Village Board approval is required as part of the grant funding for the project.

We also recommend that the Village Board approve, by separate motion, a professional services contract with Legat Architects to perform Phase 2 and Phase 3 services for the Stone Avenue Station project including the development of plans and specifications and project management and construction oversight in accordance with the pricing as described and capped at an amount not to exceed 9.5% of total actual construction costs within the overall project budget of \$1,085,000.

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**COMMUTER FACILITY IMPROVEMENT GRANT AGREEMENT
STONE AVENUE TRAIN STATION FACILITIES**

PART I

Between

**THE COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION AUTHORITY**

and

VILLAGE OF LA GRANGE

CONTRACT NO. _____

PROJECT NO. _____

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This Agreement is made by and between the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation ("**CRD**"), created under the Regional Transportation Authority Act, 70 ILCS 3615/1.01 et seq., and the Village of La Grange, a municipal corporation created under the laws of Illinois ("**Municipality**").

PRELIMINARY STATEMENT

The Municipality desires to undertake a public transportation capital project ("**Project**") and has made letter application to the CRD for a grant for the Project.

The Project has been approved for funding by the CRD Board of Directors.

In consideration of the mutual covenants hereinafter set forth, this Agreement is made to provide financial assistance to the Municipality in the form of a capital grant ("**Grant**"), to set forth the terms and conditions upon which the Grant will be made, and to set forth the agreement of the Parties as to the manner in which the Project will be undertaken, completed and used. CRD recognizes that the Village may be applying for additional grants which may be added as an amendment(s) to this agreement when received.

ITEM 1. DEFINITIONS

As used in this Commuter Facility Improvement Grant Agreement, the following terms, when capitalized, shall have the following meanings:

Agreement -- Parts I and II of this Commuter Facility Improvement Grant Agreement and all exhibits and appendices hereto as from time to time modified or amended pursuant to the terms hereof.

Approved Project Budget -- As defined in Section 8 of Part II.

BNSF -- Burlington Northern and Santa Fe Railway Company, a Delaware corporation.

Commuter Service -- Public Transportation Services by rail within the Metropolitan Region as defined in the Regional Transportation Authority Act.

CRD -- The Commuter Rail Division of the Regional Transportation Authority as established by amendments to the Regional Transportation Authority Act, November 9, 1983.

Eligible Costs -- Expenditures made by the Municipality in carrying out the Project which are reimbursable under the terms of Section 10 of Part II.

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Grant-- Capital grant funded, in part, by CRD for the Project.

Grant Close-Out-- As defined in Section 17 of Part II.

Indemnitees-- The Commuter Rail Division of the Regional Transportation Authority (Metra), the Regional Transportation Authority (RTA), Northeast Illinois Regional Commuter Railroad Corporation (NIRCRC), BNSF and any federal and/or state agency providing grant funds to this project, and all of their respective directors, administrators, officers, employees, agents, successors, and assigns.

Metropolitan Region -- As defined in the Illinois RTA Act.

Municipality -- An Illinois municipal corporation as named in Part I.

NIRCRC-- The Northeast Illinois Regional Commuter Rail Corporation (d/b/a "Metra")

Net Project Cost -- The sum of the Eligible Costs (as set forth in Section 10 of Part II) incurred in performance of the Work on the Project, including Work done by the Municipality, less refunds, rebates, or other items of value received by the Municipality which have the effect of reducing the cost actually incurred, and proceeds, if any, from the sale of scrap and replaced facilities.

Plans -- As defined in Section 3 of Part II.

Premises -- Property owned or controlled by the Municipality upon which the Project Facilities shall be constructed and maintained, including property the Village has subleased from Metra as described in this Agreement.

Project Account -- As defined in Section 9 of Part II.

Project Facilities -- Any facilities, equipment, or real property purchased, acquired, constructed, improved, renovated or refurbished as part of the Project. Project Facilities are also referred to as Improvements.

Project Funds -- An amount not to exceed the sum set forth in Item 3 of Part I.

RTA -- The Regional Transportation Authority.

Total Project Cost -- The total of all line items shown in Exhibit B of Part II.

Use Term -- As defined in Section 28 of Part II.

Work -- The work to be performed under this Project as described in Item 2, Part I hereof and delineated on the drawing attached to and made a part of this Agreement as Exhibit "A".

WSMTD – West Suburban Mass Transit District

ITEM 2. **THE PROJECT**

The Municipality agrees to undertake and complete the Project and to provide for the use of Project Facilities and equipment as described in the Approved Project Budget and in accordance with this Agreement and all applicable laws. The Project, which is to be more particularly described in the plans, specifications and schedules set forth in Part II generally includes, but is not limited to:

The engineering design, construction management and inspection and rehabilitation of the Station, shelter, adjacent landscaped areas and other commuter amenities at 701 W. Burlington Ave., ("**Stone Avenue Facilities**") La Grange, Illinois ("**Project**") in accordance with "Exhibit B, Approved Project Budget," attached to and made a part of this Agreement. The new facilities will meet the requirements of the Americans with Disabilities Act (ADA).

ITEM 3. **AMOUNT OF GRANT**

CRD agrees to make a WSMTD Grant to the Municipality in an amount not to exceed Three Hundred Eighty Five Thousand Dollars (\$385,000) to cover the cost of the Project. This grant does not require local matching funds. Said grant funds shall not be obligated nor spent before receipt from CRD of an Exhibit B, Approved Project Budget, and execution of this Agreement by CRD's Executive Director, reflecting that the authorization of these funds has been received.

CRD agrees to make a United States Department of Transportation, Federal Transit Administration, Federal Bus and Bus Facility Capital Grant to the Municipality in the form of pass through funds in an amount not to exceed Seven Hundred Thousand Dollars (\$700,000) to be used for station rehabilitation improvements at Stone Avenue in La Grange, Illinois. This grant does not require matching funds from the Municipality. Said grant funds shall not be obligated nor spent before receipt from CRD of an Exhibit B, Approved Project Budget, and execution of this Agreement by CRD's Executive Director, reflecting that the authorization of these funds has been received.

In no event, shall CRD be liable for the payment of grant funds that have not been authorized by and received from the federal government. The total amount provided by the CRD under this Agreement shall not exceed the actual Net Project Cost. CRD is not liable for any amount in excess of the amount of the Grant.

The Municipality agrees that it will provide, or cause to be provided, the cost of project elements which are not approved for CRD participation as shown in Exhibit B, Approved Project Budget. All or part of this local share to be contributed by the Municipality, if any, may, with the

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express written prior approval of the CRD, be provided by the Municipality in the form of contributions of professional, technical, or other services.

ITEM 4. DOCUMENTS FORMING THIS AGREEMENT

The Parties agree that this Agreement with all of its Parts and Exhibits constitutes the entire agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth in or referred to in this Agreement and that all prior arrangements and understandings in this connection are merged into and contained in this Agreement. This Agreement may only be amended in writing, signed by both parties. The Parties hereto further agree that this Agreement consists of Part I, titled "Commuter Facility Improvement Grant Agreement", together with Part II, titled "Commuter Facility Improvement Grant Agreement --General Terms and Conditions", Exhibit A, titled "Delineation of the Work to be Performed under this Agreement, Exhibit B, titled "Approved Project Budget", Exhibit C titled "Agreement For the Operation, Maintenance and Sublease of A Commuter Facility in the Village of La Grange ", Exhibit D, entitled "Project Sign", all of which are by this reference specifically incorporated herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be made effective and executed as of the _____ day of _____, 20____, by their respective duly authorized officials.

THE COMMUTER RAIL DIVISION OF
THE REGIONAL TRANSPORTATION
AUTHORITY:

VILLAGE OF LA GRANGE:

By: _____
Name: Alexander D. Clifford
Title: Executive Director/CEO

By: _____
Name: Elizabeth Asperger
Title: Village President

Attest: _____
Name: _____
Title: Assistant Secretary

Attest: _____
Name: _____
Title: Village Clerk

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STATE OF ILLINOIS)
)
COUNTY OF _____)

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____, with whom I am personally acquainted and who, upon their oaths acknowledged themselves to be the Village President and Clerk of the Village of La Grange, an Illinois municipal corporation, and that they as such President and Clerk, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing and attesting the same. Witness my hand and official seal at _____ on the _____ day of _____, 20__.

Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK)

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____, with whom I am personally acquainted and who, upon their several oaths acknowledged themselves to be the Executive Director and Assistant Secretary respectively of the Commuter Rail Division, and that they as such Executive Director and Assistant Secretary being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing and attesting the same. Witness my hand and official seal at Chicago, Illinois on the _____ day of _____, 20__.

Notary Public

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CERTIFICATE OF MUNICIPALITY'S ATTORNEY

I, Mark Burkland, acting as Attorney for the Municipality, do hereby certify that I have examined the Agreement and the proceedings taken by the Municipality relating thereto, and that the execution of the Agreement by the Municipality has been duly authorized by the Municipality's action dated _____ (certified copy of which is attached), and that the execution of the Agreement by the Municipality is in all respects due and proper and in accordance with applicable Federal, State, and local laws, grant conditions and regulations pertaining to the Agreement and further that, in my opinion, said Agreement constitutes a legal and binding obligation of the Municipality in accordance with the terms thereof. I further certify that to the best of my knowledge there is no legislation or litigation pending or threatened which might affect the performance of the Project in accordance with the terms of the Agreement.

Dated this _____ day of _____, 20____

Signature

Title: Village Attorney

Village of La Grange, Municipality - Grantee

4-A-11

**COMMUTER FACILITY IMPROVEMENT GRANT AGREEMENT
STONE AVENUE TRAIN STATION FACILITIES**

PART II

GENERAL TERMS AND CONDITIONS

Between

**THE COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION AUTHORITY**

and

VILLAGE OF LA GRANGE

CONTRACT NO. _____

PROJECT NO. _____

4-A.12

1. **DEFINITIONS.** The terms capitalized in Part II Commuter Facility Improvement Grant Agreement General Terms and Conditions shall have the same definitions as found in Part I, Item 1.

2. **GENERAL REQUIREMENTS.** The Municipality shall commence, carry on, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement.

3. **SUBMISSION OF PROCEEDINGS, CONTRACTS AND OTHER DOCUMENTS.** The Municipality and CRD hereby agree that the documents governing the Work shall be the designs, surveys, plans, estimates, working drawings, schedules and specifications hereinafter called "Plans". The Municipality shall submit all requests for proposals, bid documents, contracts and Plans necessary for the completion of the Work to CRD for approval. After CRD approval is received, no change shall be made in such documents without the prior written consent of CRD.

4. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** The Municipality shall immediately notify CRD of any change in conditions or local law, or of any other event, which may significantly affect its ability to perform or complete the Project in accordance with the provisions of this Agreement.

5. **NO OBLIGATIONS TO THIRD PARTIES.** Neither CRD nor any state or federal funding agency shall be subject to any obligations or liabilities of contractors of the Municipality or their subcontractors or any other person not a party to this Agreement without CRD's specific consent. This limitation shall apply despite the fact that CRD concurred in or approved of the award of any contract, subcontract or the solicitation thereof. Unless expressly authorized in writing by CRD, the Municipality agrees to refrain from executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect CRD's interest in any Project Facilities or obligating itself in any manner to any third party with respect to Project Facilities.

6. **PURSUANT TO FEDERAL, STATE, AND LOCAL LAW.**

(a) In the performance of its obligations pursuant to this Agreement, the Municipality and its contractors shall comply with all applicable provisions of federal, state and local law, including the applicable grant provisions of any Master Grant Agreement signed between CRD and a state or federal funding agency. All limits and standards set forth in this Agreement that are to be observed in the performance of the Project are minimum requirements and shall not affect the application of more restrictive standards. Specifically, if funding is provided, in whole or in part, by the Illinois Department of Transportation ("IDOT"), this Agreement is a Cooperative Agreement as defined in the IDOT Public Transportation Capital Improvement Grant Manual, dated September, 1982, and is subject to IDOT review and concurrence procedures applicable to such agreements, including the applicability of third-party contract requirements to subcontractors of the Municipality and CRD.

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(b) The Municipality agrees that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in this Agreement of a contrary intent. Such contrary intent shall be evidenced by a letter signed by CRD, the language of which modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date this Agreement has been executed and may apply to this Agreement. To achieve compliance with changing government requirements, the Municipality agrees to include in all third party contracts financed with government assistance specific notice that government requirements may change and the changed requirements will apply to the Project as required. Specifically, the Municipality and its contractors agree to administer the Project in accordance with the most recent federal and state provisions, including all applicable OMB or USDOT Circulars and regulations.

7. **PERMITS.** The Municipality shall obtain all necessary permits, licenses, consents and other approvals for the performance of the Work.

8. **APPROVED PROJECT BUDGET.** A budget shall be prepared by CRD and submitted to the Municipality. The Municipality shall carry out the Project and shall incur obligations against and make disbursements of Project Funds only in conformity with the latest Approved Project Budget shown in Exhibit B ("**Project Budget**"). The Project Budget may be revised in writing from time to time in accordance with guidelines established by CRD.

9. **PROJECT ACCOUNTS.**

(a) The Municipality shall establish and maintain as a separate set of accounts, or as an integral part of its current accounting scheme, accounts for the Project ("**Project Account**").

(b) The Municipality shall appropriately record in the Project Account and deposit in a bank or trust company, which is a member of the Federal Deposit Insurance Corporation, all grant payment installments received by it from CRD pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project. CRD payments and other funds are herein collectively referred to as "Project Funds".

10. **ELIGIBLE COSTS.**

(a) Expenditures incurred by the Municipality shall be reimbursable under the Project as Eligible Costs to the extent they meet all of the requirements set forth below. They must:

1. Be made in conformance with the final Project Budget and all other provisions of this Agreement;
2. Be necessary in order to accomplish the Project;
3. Be reasonable in amount for the goods or services purchased;

4-A.14

4. Be actual net costs to the Municipality (i.e., the price paid minus any refunds, rebates, or other items of value received by the Municipality which have the effect of reducing the cost actually incurred). Local fees which would normally be applicable to the Work shall be waived by the Municipality and shall not be considered Eligible Costs hereunder;

5. Be incurred (and be for work performed) after the date of this Agreement, unless specific written authorization from the CRD to the contrary is received;

6. Be satisfactorily documented; and

7. Be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the CRD for the Municipality and those approved or prescribed by the Municipality for its contractors.

(b) Expenditures incurred by the Municipality which exceed the amount budgeted for a specific project line item (i.e., project element, job order or item) may be reimbursable as Eligible Costs at the time of completion of the project line item to the extent that those expenditures meet all of the requirements below:

1. Written justification to CRD is provided to explain the reason for the over expenditure and why that over expenditure was not anticipated prior to exceeding the budget for the project line item;

2. The budget for the project line item covers the full scope of the project line item, i.e., the budget of the project line item is intended to be adequate for the completion of the project line item;

3. There are sufficient unspent funds in the Project Budget which may be reallocated to the budget of the project line item;

4. The funds remaining in the Project Budget after reallocation of the funds to the budget of the project line item are sufficient to provide for the uncompleted portions of all project line items;

5. The Total Project Cost for the CRD Grant shall not be exceeded.

6. The expenditures conform with the applicable state and/or federal grant requirements.

(c) In the event that it may be impractical to determine exact costs of indirect or service functions, Eligible Costs will include such allowances for these costs as may be approved in writing by the CRD.

11. **REQUESTS FOR PAYMENT BY THE MUNICIPALITY.** Unless CRD provides for another payment method, the Municipality may make monthly requests for payment of preliminary Eligible Costs, and the CRD will honor such requests in the manner set forth in this Section. In order to receive CRD Grant payments, the Municipality must:

- (a) Completely execute and submit to CRD a monthly requisition approved by CRD;
- (b) Submit to CRD an explanation of the purposes and copies of invoices for which costs have been incurred to date;
- (c) Have submitted all financial and progress reports currently required by CRD; and
- (d) Have received approval by CRD for all budget revisions required to cover all costs to be incurred by the end of the requisition period.

12. **PAYMENT BY THE CRD.** Upon receipt of the completed requisition form and the accompanying information in satisfactory form, the CRD shall process the requisition and the CRD shall then reimburse preliminary Eligible Costs incurred by the Municipality within 60 days of the date upon which such payment requisition form was timely received by it, if the Municipality is in compliance with its obligations pursuant to this Agreement. If all obligations have been met, CRD shall reimburse apparent allowable costs incurred by the Municipality up to the maximum amount of the CRD Grant payable. The Municipality shall submit invoices for actual costs incurred within each month within 45 days after submission of each month's preliminary Eligible Costs, and succeeding payments by CRD shall be adjusted to actual costs. Reimbursement of any cost pursuant to this Section shall not constitute a final determination by the CRD of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this Agreement committed by the Municipality. The CRD will make a final determination as to the allowability only after a final audit of the Project has been conducted.

13. **DOCUMENTATION OF PROJECT COSTS.** All costs charged to the Project, including any approved services contributed by the Municipality or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and property of the charges.

14. **AUDIT AND INSPECTION.** The Municipality shall permit, and shall require its contractors to permit, CRD, RTA, or any other state or federal agency providing grant funds, or their designated agents, authorized to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts of the Municipality and its contractors with regard to the Project. CRD also may require the Municipality to furnish, at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles at the Municipality's expense. The Municipality agrees to promptly comply with recommendations contained in CRD's final audit report.

15. **DISALLOWED COSTS.** In determining the amount of the CRD Grant, CRD will exclude all Project costs incurred by the Municipality prior to the date of this Agreement, or another date specifically authorized by CRD; costs incurred by the Municipality which are not provided for in the Project Budget except as otherwise provided under Section 10(b); and costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the CRD.

16. **RIGHT OF CRD TO TERMINATE.** Upon written notice to the Municipality, CRD reserves the right to suspend or terminate all or part of the financial assistance herein provided for Grant funds not authorized by and received from the federal government or if the Municipality is, or has been, in violation of the terms of this Agreement and fails to cure that violation within seven days after receiving written notice from CRD. Any failure to make progress which significantly endangers substantial performance of the Project within a reasonable time shall be deemed to be a violation of the terms of this Agreement. Termination of any part of the Grant will not invalidate obligations properly incurred by the Municipality and concurred in by CRD prior to the date of termination, to the extent they are non-cancellable. The acceptance of a remittance by CRD of any or all Project Funds previously received by the Municipality or the closing out of CRD financial participation in the Project shall not constitute a waiver of any claim which CRD may otherwise have arising out of this Agreement. In the event of termination of this Agreement during the construction phase for reasons other than violation of the terms hereof by the Municipality, CRD shall determine the most appropriate course of action to be taken with respect to the Project.

17. **PROJECT SETTLEMENT AND CLOSE-OUT.** Upon receipt of notice of successful completion of the Project or upon termination by CRD, the Municipality shall cause a final audit to be performed of the Project to determine the allowability of costs incurred and make settlement of the CRD Grant. If CRD has made payments to the Municipality in excess of the Total Project Cost of such CRD Grant or if CRD has advanced funds pursuant to requisitions under Section 12 which exceed the Net Project Cost, then the Municipality shall promptly remit such excess funds to CRD. Project close-out occurs when CRD notifies the Municipality and forwards the final grant payment or when an appropriate refund of CRD Grant funds has been received from the Municipality and acknowledged by CRD. Grant funds which have not been dispersed to the Municipality will automatically revert to CRD upon completion of the Project.

Close-out shall be subject to any continuing obligations imposed on the Municipality by this Agreement or contained in the final notification or acknowledgment from CRD.

18. **CONTRACTS AND PROJECT MANAGEMENT.** The Municipality shall execute all contracts and perform all project management activities in accordance with the terms of this Agreement and the Municipality's grant application.

19. **COMPETITIVE BIDDING.** The Municipality agrees to give full opportunity for free, open, and competitive bidding in accordance with federal and state statutes, as applicable, and the Municipality's established rules, regulations and ordinances for each contract to be let by the Municipality that requires constructing or furnishing of any materials, supplies, or equipment to be

paid for with Project Funds and the Municipality shall give such publicity in its advertisements or calls for bids for each contract as will provide adequate competition. The award for each such contract shall be made by the Municipality as soon as practicable to the lowest responsive and qualified bidder or as otherwise specifically approved by CRD. Contracts for the purchase of land, real estate, transit property, or other real or personal property not normally acquired through competitive bidding are specifically excluded from the requirements of this Section, except that contracts for professional and consulting services shall be awarded only after competitive solicitation of proposals as provided by law.

20. **SETTLEMENT OF THIRD PARTY CONTRACT DISPUTES OR BREACHES.** CRD has a vested interest in the settlement of disputes, defaults, or breaches involving any CRD-assisted third party contracts. CRD retains a right to a proportionate share, based on the percentage of the CRD share committed to the Project, of any proceeds derived from any third party recovery. Therefore, the Municipality shall avail itself of all legal rights available under any third party contract. The Municipality shall notify CRD of any current or prospective litigation pertaining to any compromise or settlement of the Municipality's claim(s) involving any third party contract, before making CRD assistance available to support that settlement. If the third party contract contains a liquidated damages provision, any liquidated damages recovered shall be credited to the project account involved unless CRD permits otherwise.

21. **ASSIGNMENT OF CONTRACT - SUBCONTRACTORS.** The Municipality agrees that no contract for construction work or professional or consulting services of any kind in connection with the Project shall be assigned, transferred, conveyed, sublet, or otherwise disposed of without the prior written consent of CRD.

22. **CONSTRUCTION PROJECTS - SIGNS.** When a Project involves construction work, the Municipality shall cause to be erected and maintained at the construction site, signs satisfactory to CRD during construction and in accordance with the specifications set forth on Exhibit "D" attached to and made a part of this Agreement, identifying the Project and indicating that CRD is participating in the development of the Project.

23. **LABOR LAW COMPLIANCE.** The Municipality agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Municipality also agrees to require any contractor doing construction work or performing professional or consulting service in connection with the Project to agree to adhere to the requirements of this Section. The Municipality agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and the Municipality further agrees to make all required withholdings and deposits therefor. In addition, the Municipality agrees to require all contractors and subcontractors for this project to pay their employees all their rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefor. Such requirements shall be

included by the Municipality in all its contracts and agreements with contractors and subcontractors for this Project. CRD reserves the right to withhold final payment for this Project in the event that it is notified that the Municipality or any contractor and subcontractor has refused to pay any employee his/her salary, medical benefits, pension or social security benefits or to make the required withholdings and deposits therefor, until such time as the CRD is satisfied that the Municipality, its contractors and subcontractors have made all such payments, withholdings, or deposits. Upon request, the Municipality shall provide CRD, and cause any or all of its contractors and subcontractors to provide CRD, access to all books and records pertaining to payments, withholdings, or deposits of the Municipality or the Municipality's contractors or subcontractors relating to employees' salaries, medical benefits, and pension or social security benefits. Any such inspection by the CRD shall occur on regular business days and during normal working hours.

24. **PREMISES.** The Municipality agrees that the Premises upon which the Project is being installed, is subleased by the Municipality under Agreement For the Operation, Maintenance and Sublease of a Commuter Facility in the Village of La Grange ("**Sublease**") for the Premises between the Municipality and the CRD dated as of the date of this Agreement including any and all amendments, modifications, extensions, renewals, consolidations and replacements thereof, now existing or hereafter made. The Sublease is attached to and made a part of this Agreement as Exhibit "C".

25. **EQUAL EMPLOYMENT OPPORTUNITY.** The Municipality shall comply with 775 ILCS 5/2-101 et seq.

26. **ACCEPTANCE OF PROJECT FACILITIES.** Upon completion of the Work, the Municipality and CRD shall conduct a joint inspection of the Project Facilities.

27. **MAINTENANCE, USE AND OPERATION OF PROJECT FACILITIES.** The Municipality shall maintain the Project Facilities, or cause them to be maintained, in a safe and operable condition throughout the term of this Agreement. The specific maintenance, use and operation requirements for the Project Facilities shall be in accordance with the provisions of the Sublease.

28. **CONTINUANCE OF SERVICES.** The Municipality and CRD agree that the property upon which the Improvements are constructed ("Premises") shall be used as a commuter railway station facility and for related improvements. The Municipality agrees to continue to provide, either directly or by contract, as the case may be, the administrative and maintenance services described herein for 40 years or the term of the Sublease, whichever is less ("**Use Term**").

29. **RETENTION OF RECORDS AND INSPECTION.** The Municipality shall keep satisfactory records with regard to the use of the Project Facilities for three years after project close-out, or longer if required by state or federal agencies providing grant funds. Specifically, if state funds are used, the Municipality shall fully comply with the Five Year Record Retention requirements and the burdens of proof specified in the Grant Agreement executed between CRD and the Illinois Department of Transportation. Such requirements are specifically incorporated herein by

reference if required. The Municipality shall submit to CRD upon request such information as is required in order to assure compliance with the terms of this Agreement and shall immediately notify CRD in all cases where Project Facilities are used in a manner substantially different from that intended by this Agreement. CRD and the Municipality shall conduct a yearly joint inspection of the Project Facilities to assure compliance with the terms of this Agreement.

30. **INDEMNIFICATION AND WAIVER.** To the extent permitted by law, the Municipality agrees to protect, indemnify, defend and forever save and keep harmless the Indemnitees as defined in Part I, Item 1, against and from, and to assume all liability and expense (including costs and attorneys' fees) for death or injury to any person or persons and all loss, damage or destruction to any property caused by, attributable to or resulting from the construction, maintenance or use of the Premises, the Municipality's negligence or the failure of the Municipality to comply with the provisions of this Agreement. However, in no event shall this be construed as an indemnification of Indemnitees' own negligence.

31. **OWNERSHIP.** CRD shall own the Improvements constructed on the Premises with CRD funds and all other materials used to improve the Premises and related or appurtenant facilities, equipment, or fixtures ("**Improvements**"). In the event this Agreement is terminated for any reason by the Municipality and CRD has not defaulted under the terms and conditions of this Agreement and the improvements are taken out of commuter service, or the Municipality defaults under the terms and conditions of the Agreement and, as a result of such Municipality default, CRD is forced to terminate this Agreement and the Improvements are taken out of commuter service, CRD shall be compensated by the Municipality for the Improvements. Compensation shall be based upon the remainder of the period beginning on the date which the Improvements are first used in the facilitation of commuter services and ending on the later of the expiration of: (a) twenty (20) years from such date; or (b) if such actual useful life (as determined by CRD in its sole discretion) is more than twenty (20) years, but not more than a maximum of forty (40) years, the end of the actual useful life of such Improvements ("**Use Period**"). In either (a) or (b), compensation shall be in an amount equal to the average of the original cost and the replacement cost of each such Improvement taken out of service because of termination, reduced by that percentage of the Use Period which has expired before such termination. Such payment shall be made in full within ninety (90) days after the Municipality's termination of this Agreement or interest at a rate of one-half percent (2%) per month shall accrue on any unpaid balances due from the date payment is due until paid. In the event this Agreement is terminated for any reason by CRD and the Municipality has not defaulted under the terms and conditions of this Agreement or CRD defaults under the terms and conditions of this Agreement and, as a result of such CRD default, the Municipality is forced to terminate this Agreement, the Municipality shall not be required to compensate CRD for the Improvements. Project Facilities located on the Premises shall belong to CRD subject to the terms and conditions of Exhibit "C".

32. **LIENS.** The Municipality shall not cause any of the Project Facilities to become subject to liens or encumbrances of any kind. If any such lien shall be filed on property of CRD by the Municipality or any contractor, subcontractor or supplier of the Municipality, the Municipality shall promptly take such steps as may be required to have the lien released and shall provide

evidence thereof to CRD. CRD agrees to notify the Municipality of any lien of which CRD may become aware.

33. **NON-COLLUSION.** The Municipality warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval of its application for any grant pursuant to this Agreement. No CRD officer or employee, or member of any unit of local government which contributes to the Project Funds shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

34. **MUNICIPALITY'S WARRANTIES.** The Municipality agrees to initiate and consummate all actions necessary to enable it to enter into this Agreement, as evidenced by its "Certificate of Grantee's Attorney" attached to and made a part of Part I of this Agreement.

35. **SEVERABILITY.** CRD and the Municipality agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.

36. **ASSIGNMENT OF AGREEMENT.** The Municipality agrees that this Agreement shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of CRD.

37. **AMENDMENT.** CRD and the Municipality agree that no change or modification to this Agreement or any Exhibits or Attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations incurred in consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement and the Project Budget has been amended to conform thereto.

38. **TITLES.** The Municipality and CRD agree that the titles of the items of this Agreement, hereinabove set forth, are inserted for convenience of identification only and shall not be considered for any other purpose.

39. **AGREEMENT PERIOD.** The terms of this Agreement shall begin as of the date hereof and shall end upon the completion of all obligations hereunder.

40. **GOVERNING LAW.** This Agreement shall be construed in accordance with the internal laws of the State of Illinois.

41. **NOTICES.** All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage prepaid, hand delivered or sent by

facsimile transmission, with proof of successful transmission sent by regular mail by CRD or the Municipality at the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing.

- (a) Notices to Metra shall be sent to:

Commuter Rail Division
547 W. Jackson Boulevard
Chicago, Illinois 60661
Attn: General Counsel
Phone: (312) 322-6699
Fax: (312) 322-6698

- (b) Notices to the Municipality shall be sent to:

Village of La Grange
53 S. La Grange Road
La Grange, IL 60525
Attn: Village Manager
Phone: (708) 579-2318
Fax: (708)579-0980

Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, on the day of delivery if hand delivered or on the first business day after successful transmission if sent by facsimile transmission.

42. **COUNTERPARTS.** This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

43. **EXPENDITURE OF GRANT FUNDS.** The Municipality agrees that the Grant Funds for this Project must be expended upon approved Project elements within 36 months of execution of the Grant contract or such additional time frame that may be required by the funding agency or agencies. Unless otherwise specified in writing by CRD, all unexpended Grant Funds will automatically revert to CRD upon the expiration of this 36 month time period or such additional time frame that may be required by the funding agency or agencies.

EXHIBIT A
Description of the Work to be Performed under this Agreement

EXHIBIT B
Approved Project Budget

EXHIBIT C
Agreement for the Operation, Maintenance and Sublease of a Commuter Facility in the
Village of La Grange
(Between the Village of La Grange and CRD)

EXHIBIT D
Project Sign

Stone Avenue Train Station

Village of La Grange

Scope of Work Summary

August 23, 2011

Budget Item Number	Description - Necessary Renovations	Base Bid (\$100,000's) Proposed Costs	Alternate Bids	Other Items Not Included in Project	Comments / Status
NECESSARY RENOVATIONS					
1.	Provide new aluminum doors and frames at the train station entries.	\$13,500			
2.	Replace existing deteriorated gutters and downspouts with aluminum gutters and downspouts. Provide new asphalt shingle roofing and fascia and dentil molding at the station and outbound platform structure.	\$235,000			
3.	Replace existing windows with new aluminum double-hung windows.	\$22,000			
4.	Provide new basic light fixtures on the train station and outbound shelter and upgrade existing wiring to meet code requirements.	\$45,000			Assume \$20,000 of wiring work to be completed by the Public Works Department
5.	Provide basic interior finish upgrades including cleaning the existing floor, seating and other existing finishes, as well as the re-staining of the interior trim as needed, and repaint all painted surfaces.	\$14,500			Assume all \$14,500 of this work to be completed by the Public Works Department
6.	Clean, repair cracks and tuckpoint train station brick and stone.	\$60,000			
7.	Replace the deteriorated exterior beadboard soffit under the arches at the train station.	\$84,000			
8.	Provide an ADA compliant ramp at the train station side.	\$53,000			
9.	Provide an ADA compliant ramp at the outbound platform.	\$53,000			
10.	Provide a combination of new and existing brick pavers underneath the shelter at the outbound platform at an elevation to match the new platform elevations set by Metra.	\$25,000			
ADDITIONAL BUILDING UPGRADES					
1A.	UPGRADE: Provide historically accurate wood doors and frames (exterior aluminum clad) in lieu of aluminum doors and frames.	\$6,000			
2A.	UPGRADE: Additional cost premiums to utilize copper gutters and downspouts in lieu of aluminum gutters and downspouts and slate / rubber tile shingles in lieu of asphalt shingles for the station and outbound platform roofs.	\$130,000			
3A.	UPGRADE: Replace existing windows with new wood windows (exterior aluminum clad) with historically accurate mullions.	\$18,000			
4A.	UPGRADE: Provide premium historically accurate light fixtures in lieu of basic light fixtures on the train station and outbound shelters.	\$15,500			
5A.	UPGRADE: Provide new train station seating and millwork in the train station in a complimentary historical style (as shown in "Exhibit A").	\$37,500			
5B.	UPGRADE: Provide new terrazzo flooring within the train station.			\$54,000	
7A.	UPGRADE: Provide four electric heaters mounted to the exterior train station soffits, two on each side under the arches.			\$10,000	\$4000 of the wiring work may be performed by the Public Works Department.

4-1A.24

EXHIBIT A

Stone Avenue Train Station

Village of La Grange

Scope of Work Summary

August 23, 2011

Budget Item Number	Description - Necessary Renovations	Base Bid Price and Total Project Cost	Alternate Bids	Other Items Not Included in Project	Comments / Status
8A.	UPGRADE: Provide site upgrades as generally detailed in attached "Exhibit B." This includes the new dropoff area along Burlington Avenue, re-grading of the site to accommodate the new sidewalk and walkway layout, new stair approaches into the station and the site furnishings as indicated.			\$618,000	
9A.	UPGRADE: Provide site upgrades and Hillgrove Ave. drop off lane modifications shown north of the outbound platform shelter (as generally detailed in attached "Exhibit C").			\$132,500	
9B.	UPGRADE: Upgrade the north facing vertical surfaces of the outbound platform with brick and stone clad concrete walls and planters, install new handicap ramp and other upgrades as generally detailed in attached "Exhibit D."			\$618,500	
SCOPE ADDITIONS					
10.	Replace the existing platform lights to match decorative lighting fixtures.			\$123,000	The canopy will remain in place and be repainted by Public Works Department.
11.	Provide new exterior grade paint on the existing outbound canopy steel structure. Existing paint will be removed as necessary.	\$37,000		\$10,500	
12.	Provide a PTAC type heating/air conditioning unit in lieu of the window AC unit currently installed in the station.			\$150,000	
13.	Remove the existing power pole adjacent the train station and bury the powerlines underground.			\$20,500	
14.	Replace the metal grate at the stair on the south side of the station and renovate stair and handrail.			\$350,000	
15.	Provide a warming station, per Metra standards, on the inbound platform..		\$37,000		
16.	Provide a single toilet room within the train station.		\$92,000		
17.	Provide brick pavers or stamped colored concrete in lieu of the existing asphalt and concrete apron around the Stone Avenue station. This addresses the immediate perimeter of the building.	\$3,000			
18.	Keep existing bike parking area but replace aging bike racks with new standard bike racks.	\$15,000			
19.	Provide new built-in magazine boxes integrated into the building design.	\$25,000			
20.	New historic La Grange platform signs and other coordinated signage.	\$14,000			
21	Landscaping Allowance.				
SUBTOTAL - CONSTRUCTION COSTS		\$606,000	\$129,000	\$2,087,000	

H-A-25

Stone Avenue Train Station

Village of La Grange

Scope of Work Summary

August 23, 2011

Budget Item Number	Description - Necessary Renovations	Base Bid (\$1,000,000 and Project Cost)	Alternate Bids	Other Items Not Included in Project	Comments / Status
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ESTIMATED TOTAL PROJECT COST	Base Bid	Alternate Bids	Other Items
Subtotal - Construction Cost	\$906,000	\$129,000	\$0
Department of Public Works Items	(\$71,500)		
Total - Construction Cost	\$834,500	\$129,000	\$0
Soft Costs (30%)	\$250,350	\$0	\$0
Total Estimated Project Cost	\$1,084,850	\$129,000	\$0

Y-A.26

EXHIBIT B
APPROVED PROJECT BUDGET

AGREEMENT BETWEEN METRA
AND THE VILLAGE
OF
LAGRANGE

<u>GRANT NUMBER:</u>	<u>CFDA NO.</u>	PROJECT NOS. 4064, 4474
DQ MET-128	N/A	
FK IL-04-0056	20500	CONTRACT NO. _____

PROJECT DESCRIPTION:

Engineering, Design, and Construction for Stone Avenue Station Rehabilitation

VILLAGE OF LAGRANGE ACTIVITY	FTA/METRA OBLIGATION	TOTAL PROJECT BUDGET
Engineering, Design <u>and/or Construction</u> DQ4064-53402006	385,000.00	385,000.00
<u>Construction</u> FK4474-53402006	\$700,000.00	700,000.00
TOTAL	<u>\$1,085,000.00</u>	<u>\$1,085,000.00</u>

4-A-27

EXHIBIT "C"

AGREEMENT FOR THE OPERATION, MAINTENANCE AND SUBLEASE OF THE STONE AVENUE COMMUTER FACILITY IN THE VILLAGE OF LA GRANGE

THIS AGREEMENT ("Agreement") is entered into as of this ____ day of _____, 20____, by and between the **Commuter Rail Division of the Regional Transportation Authority**, a division of an Illinois municipal corporation ("**Metra or Sublessor**") and the Village of La Grange, an Illinois municipal corporation ("**Municipality or Sublessee**"). Metra and the Municipality are hereinafter sometimes individually referred to as a "**Party**" and jointly referred to as the "**Parties.**"

RECITALS

A. Metra presently leases from the **BNSF Railway Company ("BNSF")** depot, platforms shelters and the adjoining landscaped areas ("**Station Facilities**") and the real property on which the Stone Avenue Station Facilities are located, all of which are identified as 701 Burlington Ave., La Grange, Illinois delineated on **Exhibit "C-1"** attached to and made a part of this Agreement (the "**Premises**").

B. Pursuant to the Grant Agreement ("**Grant**") entered into by and between the Parties dated of even date hereof, the Municipality is undertaking a project including but not limited to the engineering and design, management and inspection, and rehabilitation of the Station Facilities on the Premises ("**Project**") as described in the Grant.

C. Under the terms and conditions of the Grant, upon completion of the construction of the Project by the Municipality, the Municipality has agreed to operate and maintain the Station Facilities according to the terms and conditions of this Agreement. Until completion of the Project, the Municipality shall continue to remove snow from Stone Avenue station pursuant to Letter Agreement dated 10/29/2001, attached to and made a part of this Agreement as **Exhibit "C-2"**.

D. Metra desires to sublet the Premises to the Municipality and the Municipality desires to sublet the Premises from Metra.

E. The Parties have determined that the construction, operation and maintenance of the Station Facilities on the Premises as provided in this Agreement is in the best interests of the public and serves a valid public purpose.

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are hereby incorporated into and made a part of this Agreement, and the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted by the Parties, Metra does hereby agree to sublease to the Municipality and the Municipality does hereby agree to sublease from Metra the Premises subject to and in accordance with the following terms covenants and conditions:

4-A-28

1. **RENT AND TERM.** The Municipality covenants and agrees to pay Metra as annual rent for the Premises the sum of Ten Dollars (\$10.00). The Municipality's sublease of the Premises shall begin on the date this Agreement is executed by the Parties and shall continue in force and effect for a period of forty (40) years from said date ("**Sublease Term**") unless otherwise terminated as provided in this Agreement. Either Party may at any time terminate this Agreement by giving the other Party ninety (90) days prior written notice of its intention to so terminate.

2. **PURPOSE OF SUBLEASE; LICENSING BY MUNICIPALITY.**

(a) The Parties agree that the purpose of this Agreement is to ensure that the Premises is protected, maintained and operated as the Station Facilities. The Municipality desires to control access to the Premises and operate and maintain the Station Facilities pursuant to the terms and conditions of this Agreement.

(b) The Municipality may, upon the prior written consent of Metra, license space for related commuter services, such as vending and concession operations, coffee shops, newsstands, and gifts and sundries. The Municipality shall remain primarily liable to Metra for all license obligations entered into with third parties, including but not limited to the following obligations to Metra: indemnification, insurance, use, and rent. Each license shall be subject and subordinate to the terms and provisions of this Agreement.

(c) The Municipality in undertaking the Project with grant money and some of its own funds. The Municipality may seek additional grants to assist in payment of the costs of the Project or other future projects. Metra encourages the Municipality in that undertaking and approves the use of additional grant funds for the Project, provided that the terms of any additional grant must not be in conflict with this Agreement, the Grant, or applicable federal or State law. Metra agrees to assist the Municipality in every reasonable way to secure such additional grants, including providing reasonable assurances to agencies administering the grants that the improvements are protected throughout a sublease term of at least twenty years.

3. **USE BY METRA AND PUBLIC; AMTRAK.**

(a) Metra further reserves unto itself, Northeast Illinois Regional Commuter Railroad Corporation, BNSF, their successors and assigns, permittees and licensees the right to use said Premises in the general conduct of its railroad business including endeavors for the convenience of its commuters and the public including without limitation, revenue-generating machines. In the event Metra installs a revenue-generating machine at the Premises, Metra agrees to also install an alarm system or security camera on the Premises. The Municipality shall not interfere with or infringe upon Metra's, BNSF's, or the public's lawful use of the said Premises so reserved. The Municipality further agrees that the Municipality and the Municipality's employees and invitees in and about said Premises shall be subject to the general rules and regulations of Metra and BNSF relating to the operation of the commuter facilities and to Metra's and BNSF's railroad operations. Metra reserves the nonexclusive right to regulate and control the people who enter said Premises and their conduct and reserves the right to enter upon said Premises at any time and to eject therefrom any disorderly person or persons.

4-A.29

(b) Metra also reserves unto itself and the National Railroad Passenger Corp. (“Amtrak”) their successors and assigns, permittees and licensees the right to use the Premises in the general conduct of its railroad business, but Amtrak’s operations at the Premises are subject to the terms of this Agreement and reasonable approval of the Municipality.

4. MAINTENANCE, OPERATION, ACCESS, AND RELOCATION.

(a) Except as otherwise provided herein, the Municipality shall be responsible throughout the Sublease Term to perform “Routine Maintenance” of the Station Facilities and any area used in the future for commercial development. For purposes of this Agreement, the term Routine Maintenance means (i) keeping the Station Facilities in a good general state of repair, appearance, and order, (ii) performing janitorial maintenance activities, washing floors and windows, and painting walls and ceilings, (iii) making routine repairs to plumbing fixtures and other utilities serving the Station Facilities and replacing broken glass, (iv) watering, mowing, weeding, trimming, mulching, and otherwise maintaining landscaping; (v) performing snow removal from sidewalks, ramps, platforms, and stairwells, and (vi) providing for garbage pick-up and removal, all in a manner that generally corresponds to standards that apply to the Municipality’s other public buildings and facilities. (vii) provide heat, water and light to the station building and (viii) cause the same to be opened and heated at appropriate times and during hours mutually acceptable to the Parties. Routine Maintenance does not include a repair or one-time maintenance work for which the cost of materials or outside workers exceeds \$5,000. ***Metra shall not be responsible for the cost of replacing Municipality’s landscaping improvements on the Premises. Metra shall pay the cost of any vandalism caused by the presence of any revenue-generating machines installed by Metra on the Premises.***

(b) Notwithstanding the provisions of the preceding paragraph (a), Metra shall be responsible for the costs of the following: (i) repair or replacement of the furnace/boiler at the station, provided the Municipality performs the annual servicing of the unit; (ii) repair or replacement of the plumbing fixtures servicing the ticket agent space; and (iii) repair and replacement of the riding tractor for snow removal in accordance with the terms of Exhibit C-2, except that the Municipality and Metra shall determine when the tractor has exceeded its useful life. Except for emergency repairs, Municipality shall obtain Metra’s written authorization prior to incurring the cost of any such repair or replacement provided for in this paragraph (b).

(c) In the event the Municipality fails to operate or maintain the Station Facilities in accordance with the terms and provisions of this Agreement, Metra may, after having given the Municipality thirty (30) days prior written notice of and an opportunity to cure such failure, provide, or cause to be provided, such operation and maintenance services and the Municipality shall reimburse Metra for the cost of said management, operation and maintenance services within thirty (30) days of the Municipality's receipt of a written demand for payment from Metra.

(d) The Municipality accepts the Premises subject to rights of any party, including Metra, in and to any existing roadways, easements, permits, or licenses. The Municipality agrees to provide access to the Premises to Metra and the public over and through the existing roadways and easements should such access be deemed necessary by Metra. The Municipality further agrees that Metra shall not be responsible for the care or maintenance (including snow removal) of said roadways.

(e) Metra reserves the right to relocate the Station Facilities or any portion thereof onto other Metra property, at its own cost and expense, in the vicinity of the Premises with no liability for damages to the Municipality's interest in the Station Facilities resulting from such relocation; provided, however, that Metra shall give the Municipality one hundred twenty (120) days prior written notice of its intention to relocate the existing Station Facilities or portion thereof. Metra agrees to comply with any requirements of the State Historic Preservation Office regarding the relocation. If any relocation of any portion of the Station Facilities results in damage to any Municipality property then Metra shall cause all such damage to be fully repaired and the damaged property restored to a safe and useable condition at no expense to the Municipality. If Metra fails to repair and restore as provided in this paragraph, then the Municipality may, after having given Metra 30 days prior written notice of and an opportunity to cure such failure, make, or cause to be made, such repair and Metra shall reimburse the Municipality for the cost of said repairs and restoration within 30 days after Metra's receipt of a written demand for payment from the Municipality.

5. **RAIL SERVICE.** Metra makes no warranties or representations, expressed or implied, as to continued rail service to the Premises.

6. **LICENSE TO OPERATE.** The Municipality shall pay for the cost of any licenses, permits, or fees required by federal, state or local rule, regulation, ordinance or law necessary to operate and maintain the Station Facilities.

7. **SIGNS.**

(a) The Municipality shall not post or place any signs on the Premises without having first received Metra's approval of the content, design and location of the sign, which approval shall not be unreasonably withheld, provided, however, that signs shall be permitted on or about the exterior facade of the Station Facilities at Metra's sole discretion. Metra reserves the right to post or place or to have posted or placed on the Premises, informational signs relative to the operations of Metra.

(b) Notwithstanding the above, Metra and the Municipality reserve their respective rights to advertising and sponsorship signs. The Parties agree to work in good faith to resolve future advertising and sign issues.

(c) The Municipality shall not cause any tax or fee to be assessed against the signs installed or maintained on the Premises by Metra.

8. **COMPLIANCE (LEGAL AND INSURANCE).**

(a) The Municipality shall not use or permit upon the Premises anything that will invalidate any policies of insurance held by Metra or the Municipality now or hereinafter carried on or covering the Premises, the Station Facilities or any improvements thereon. The Municipality shall operate, maintain, and use the Premises and the Station Facilities in compliance with the requirements of all local, State of Illinois, and federal ordinances, laws, rules, and regulations in effect during the Sublease Term.

4-A-31

(b) Throughout the Sublease Term, the Municipality agrees to furnish insurance through the Municipality's insurance provider in form and in such amounts as required by Metra's Risk Management Department (312-322-6991) and shall deliver to Metra's Risk Management Department certificates of insurance or such other documentation acceptable to Metra's Risk Management Department evidencing the acquisition of the required insurance. Such policies of insurance or self-insurance shall include commercial general liability, automobile, workers compensation, and when required, railroad protective liability insurance coverage as stated on "C-3" attached to and made a part of this Agreement ("**Insurance Requirements**"). To the extent permitted by law, said insurance shall show *The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra, as now exists or may hereafter be constituted or acquired, and the Regional Transportation Authority, an Illinois municipal corporation*, as additional insureds and shall be endorsed to assume the contractual obligations of the Municipality as set forth in this Agreement. A duplicate copy of such insurance policy or a certificate of insurance and signed copy of a report showing established insurable value shall be furnished to Metra and must show on the insurance policy or the certificate of insurance that Metra will be properly notified in writing at least thirty (30) days prior to any modification or cancellation of such policy.

(c) The Municipality and its agents shall not permit the existence of any nuisance on the Premises or during the operation of the Station Facilities; shall not create dangerous or hazardous conditions on the Premises, nor allow dangerous, explosive, flammable, or combustible materials on the Premises which would increase or tend to increase the risk of fire; and further, the Municipality or its agents shall keep, observe and comply with all federal, state and local rules, regulations, ordinances, and laws having jurisdiction over the Premises or the Station Facilities. If, as a result of the Municipality's occupancy of the Premises, any such rule, regulation, ordinance or law is violated, the Municipality shall protect, hold harmless, defend and indemnify Metra, the Regional Transportation Authority ("**RTA**"), the Northeast Illinois Regional Commuter Railroad Corporation ("**NIRCRC**") from and against any and all losses, penalties, fines, costs, damages or expenses, including court costs and reasonable attorneys' fees, caused by, resulting from, or connected with such violation or violations.

(d) The Municipality agrees and shall require its agents to agree to use their reasonable best efforts to prevent the occurrence of contamination, hazardous materials or any related environmental damage or condition on the Premises during the Sublease Term. Should any contamination or other environmental condition occur or result from the Municipality's use or occupancy of the Premises, the Municipality will be responsible for all costs associated with its mitigation, cleanup and any related liability. The Municipality specifically agrees to indemnify, defend and hold harmless Metra, RTA and NIRCRC from all such loss, damages, costs or liabilities, including court costs and reasonable attorneys' fees, arising from the Municipality's use or occupancy of the Premises.

(e) The Municipality's failure to obtain or to cause its contractors to obtain proper insurance coverage or to insure Metra, the RTA or the NIRCRC as additional insureds shall not, at any time, operate as a waiver to Metra's right to indemnification and defense against any claims, damages or injuries covered under the terms and provisions of this Agreement.

(f) During the Sublease Term, Metra may make commercially reasonable increases in the amount of insurance required by the Municipality or its contractor(s) and/or sub-contractor(s) under the terms and provisions of this Agreement. The Municipality shall increase its insurance coverage within 60 days after receipt of written notice from Metra of any such increase or the Municipality may terminate this Agreement in accordance with the provisions of this Agreement if such increase is not reasonably available to the Municipality.

9. WAIVER AND INDEMNIFICATION.

(a) To the fullest extent permitted by law, the Municipality hereby assumes and agrees to release, acquit and waive any rights which the Municipality may have against and forever discharge Metra, the RTA, the NIRCRC, BNSF, Amtrak their respective directors, administrators, officers, employees, agents, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death at any time resulting therefrom, and on account of damage to or destruction of property arising out of or in any way relating to or occurring in connection with the activities permitted under the terms and provisions of this Agreement or which may occur to or be incurred by the Municipality, its employees, officers, agents and all other persons acting on the Municipality's behalf while on the Premises, or arising from the condition of the Premises during the term of this Agreement, except to the extent such injuries or damages are caused by the negligence or willful misconduct of Metra, the RTA, the NIRCRC, BNSF or Amtrak. Notwithstanding anything in this Agreement to the contrary, the releases and waivers contained in this paragraph shall survive termination of this Agreement.

(b) To the fullest extent permitted by law, the Municipality agrees to indemnify, defend and hold harmless Metra, the RTA, the NIRCRC, and BNSF their respective directors, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including, without limitation, court costs and attorneys' fees) for claims, demands, actions, suits, proceedings, judgments, settlements arising out of or in any way relating to or occurring in connection with: (i) the activities permitted under the terms and provisions of this Agreement; (ii) the condition of the Premises; (iii) the failure to investigate claims; or (iv) which may occur to or be incurred, by the Municipality, its employees, officers, agents, and all other persons acting on its behalf while on the Premises, or, except to the extent such injuries, liabilities, losses, damages, costs, payments or expenses are caused by the negligence or willful misconduct of Metra, the RTA, the NIRCRC, or BNSF. Metra agrees to notify the Municipality in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity provision. The Municipality further agrees to defend Metra, the RTA, the NIRCRC, BNSF, their respective directors, administrators, officers, agents and employees against any claims, suits, actions or proceedings filed against any of them with respect to the subject matter of this indemnity provision; provided, however, that Metra, the RTA, the NIRCRC, and BNSF may elect to participate in the defense thereof at their own expense or may, at their own expense, employ attorneys of their own selection to appear and defend the same on behalf of Metra, the RTA, the NIRCRC, BNSF, and their respective directors, administrators, officers, agents or employees. The Municipality shall not enter into any compromise

or settlement of any such claims, suits, actions or proceedings without the consent of Metra, the RTA, the NIRCRC and BNSF, which consent shall not be unreasonably withheld.

(c) Notwithstanding anything to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive termination of this Agreement and the indemnification and hold harmless provisions set forth in this Agreement shall not be construed as an indemnification or hold harmless against and from the negligence or willful misconduct of Metra, the RTA, the NIRCRC or BNSF with respect to any construction work performed by the Municipality or those performing on behalf of or with the authority of the Municipality in violation of the Illinois Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq.

10. **CONTRACTOR INDEMNIFICATION AND INSURANCE.**

(a) In all contracts executed by the Municipality for maintenance of the Premises (including snow removal) or for the construction, rehabilitation, improvement, repair or maintenance of structures, facilities or improvements located on the Premises, or to be located on such Premises, the Municipality will require appropriate clauses to be inserted requiring contractors to indemnify, hold harmless and defend Metra, RTA, NIRCRC and BNSF, their directors, employees, agents, licensees, successors and assigns from and against any and all risks, liabilities, claims, demands, losses, and judgments, including court costs and attorneys' fees, arising from, growing out of, or related in any way to work performed by such contractor(s), or their officers, employees, agents or subcontractors, and their agents or employees.

(b) The Municipality will further cause appropriate clauses to be inserted in all such contracts requiring contractors to procure and maintain comprehensive general liability insurance, insuring contractor, Metra, RTA, NIRCRC and BNSF, their directors, employees, agents, successors and assigns from and against any and all risks, liabilities, claims, demands, losses and judgments, including court costs and attorneys' fees, arising from, growing out of or in any way related to the work performed or to be performed by such contractor(s), whether or not any such liability, claim, demand, loss or judgment is due to or arises from the acts, omissions or negligence of such contractor(s), or their officers, employees, agents or subcontractors and their agents or employees.

11. **IMPROVEMENTS.** Upon completion of the Project, the Municipality shall not make any improvements to the Premises without having first obtained the prior written consent of Metra. The Municipality shall submit to Metra all plans and specifications for improvements on or to any portion of the Premises and the Station Facilities (improvements shall not include such items of Routine Maintenance and Standard Maintenance as described in Section 4 of this Agreement) ("**Municipality Improvements**"). Metra shall review all plans and specifications promptly and not unreasonably delay or withhold approval of the plans and specifications. Metra reserves the right to have its employees, agents or independent contractors perform such work set forth in the plans and specifications it approves and the Municipality agrees to pay the cost of all such improvements performed by or on behalf of Metra, whether by Metra's employees, agents or independent contractors. The Municipality is not required to undertake any Municipality Improvements.

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12. **LIENS.** The Municipality agrees not to suffer or permit any lien of mechanics or materialmen to be placed against any portion of the Premises or Station Facilities, and in case of any such lien attaching to the Premises or Station Facilities, the Municipality shall, at its own cost and expense, cause the same to be discharged of record within thirty (30) days or soon thereafter as practical or provide a bond or security acceptable to Metra sufficient to discharge such lien and any interest accrued thereon. It is further agreed by the Parties hereto that the Municipality has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of the Municipality, operation of law, or otherwise, to attach to or to be placed upon Metra's title or interest in the Station Facilities, and any and all liens and encumbrances created or suffered by the Municipality or its tenants shall attach to the Municipality's interest only.

13. **TAXES.** The Municipality shall be responsible for payment of all real estate taxes and special assessments, if any, assessed against the Premises, including but not limited to real estate taxes assessed as a result of the Municipality's sublease or license of all or any portion of the Premises to a third party. The Municipality shall protect, indemnify, defend and forever save and keep harmless Metra, RTA, NIRCRC, BNSF and their directors, employees and agents licensees, successors and assigns against and from, and to assume all liability and expense, including court costs and attorneys' fees, for failure to pay real estate taxes or special assessments assessed against the Premises on or before the date payments of such taxes are due. Nothing in this Agreement shall be construed to prohibit the lease or license of the Premises, or any portion thereof, to a third party as long as such third party is responsible for the payment of all real estate taxes assessed against the subleased or licensed premises.

14. **CAUSE FOR BREACH.** If the Municipality defaults in any of the Municipality's undertakings or obligations of this Agreement and the Municipality receives written notice of such default from Metra, then such event or action shall be deemed to constitute a breach of this Agreement and if such default remains uncured for thirty (30) days after notice in writing, this Agreement and the Municipality's use of the Premises shall automatically cease and terminate unless such cure period is extended in writing by Metra.

15. **WAIVER OF REMEDIES.** No waiver of any default of the Municipality shall be implied from omission by Metra to take any action on account of such default. No express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. No receipt of money by Metra from the Municipality (a) after any default by the Municipality, (b) after the termination of this sublease, (c) after the service of any notice or demand, (d) after the commencement of any suit, or (e) after final judgment for possession of the Premises, shall waive such default or reinstate, continue or extend the Sublease Term or affect in any way such notice or suit, as the case may be unless expressly acknowledged by Metra in writing.

16. **SURRENDER OF PREMISES.** Upon the termination of this Agreement or the Municipality's Sublease of the Premises by any manner, means, or contingency whatsoever, the Municipality shall, if required by Metra, remove all of the Municipality's improvements and/or property from the Premises, fill all excavations that have been made by the Municipality and deliver possession of the Premises to Metra in as good a condition than that which existed immediately prior to the commencement of the Sublease Term, ordinary wear and tear excepted. Should the

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Municipality fail to perform such removal or restoration, then Metra, at its election, may either remove the Municipality's improvements and property and restore the Premises to its former state at the sole expense of the Municipality or may retain the Municipality's improvements and property as Metra's sole property. Should the Municipality retain possession or use of the Premises or any part thereof after the termination of the Municipality's use by Metra or as otherwise provided for in this Agreement, any such holding over shall not constitute an extension of the Municipality's Sublease Term and the Municipality shall pay Metra all damages, incidental or consequential as well as direct, sustained by Metra, RTA, NIRCRC, BNSF and their respective directors, employees, agents and licensees by reason of such retention of possession or use. The provisions of this Section 16 do not exclude the Metra's rights of reentry or any other rights to recover use and possession of the Premises afforded Metra by law.

17. **REENTRY.** If the Municipality shall breach or default in any of the terms of this Agreement and if such breach or default is not cured as provided in Section 14 above, or if the Municipality's sublease of the Premises shall expire or terminate in any manner, it shall be lawful for Metra then or at any time thereafter to reenter the Premises and take possession thereof, with or without process of law, and to use any reasonable or necessary force for regaining possession of the Station Facilities; provided, however, that the Municipality shall have the right to remove certain of the Municipality's property as hereinabove provided and to use its property in any manner that does not reasonably interfere with Metra's property rights. No termination of the Municipality's use shall release the Municipality from any liability or obligation that accrued prior to said termination. If the Premises are required for railroad purposes, Metra shall have the right to partially or entirely re-enter and terminate this Agreement in whole or in part upon ninety (90) days prior written notice in accordance with Paragraph 4(d) for this Agreement.

18. **CUMULATIVE RIGHTS.** All rights and remedies of Metra shall be cumulative, and none shall exclude any other rights and remedies allowed by law.

19. **ASSIGNMENT OR TRANSFER.**

(a) Any assignment or transfer of this Agreement or the Premises by the Municipality without the written consent of Metra its successors and assigns shall be void, unless specifically released in writing by Metra, The Municipality shall remain primarily liable to Metra regardless of Metra's consent to an assignment or license by the Municipality. No act of Metra, including acceptance of money by Metra from any other party, shall constitute a waiver of this provision.

(b) Vending, concessions, and general commercial activity on the Premises is provided for in Paragraph 2(b) of this Agreement.

20. **NOTICES.** All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage prepaid, hand delivered or sent by facsimile transmission, with proof of successful transmission sent by regular mail by Metra or the Municipality at the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing.

- (a) Notices to Metra shall be sent to:

Commuter Rail Division
547 W. Jackson Boulevard
Chicago, Illinois 60661
Attn: General Counsel
Phone: (312) 322-6699
Fax: (312) 322-6698

- (b) Notices to the Municipality shall be sent to:

Village of La Grange
53 South La Grange Road
La Grange, IL 60525
Attn: Village Manager
Phone: (708) 579-2318
Fax: (708) 579-0980

Notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, on the day of delivery if hand delivered or on the first business day after successful transmission if sent by facsimile transmission.

21. **USE RESTRICTIONS.** All rights not specifically granted to the Municipality under the terms and conditions of this Agreement are hereby reserved in and to Metra. The Municipality agrees that none of the Premises will be used, nor will the Municipality permit them to be used, for parking within twenty (20) feet of the centerline of any trackage. Any portion of the Premises within twenty (20) feet from the nearest rail of any trackage shall be used only for the construction, maintenance, repair and renewal of platforms and other railroad improvements located within the railroad right of way (subject to legal clearance requirements and Metra's clearance requirements) and for no other purpose whatsoever. Any construction, rehabilitation or repair work performed by or on behalf of the Municipality occurring within the railroad right-of-way will require flagging protection provided by Metra at the Municipality's sole cost and expense. The Municipality and/or its contractors shall also purchase and keep in full force and effect railroad protection liability insurance during the performance of any such work.

22. **HOURS OPEN TO THE PUBLIC.** The Municipality shall control the hours during which the Premises shall be open to the public, provided such Premises are open Monday through Friday, thirty (30) minutes prior to each eastbound commuter train and thirty (30) minutes after each westbound commuter train and at such other times mutually agreed to by the Parties. Metra shall regulate the hours, if any, during which the Metra or Metra's agents shall sell tickets for its rail operations.

23. **MASTER LEASE CONTROLLING.** To the extent applicable to the Premises, the Municipality shall be bound by the terms and conditions of the lease between Metra and BNSF dated September 17, 1996, as amended ("**Master Lease**") attached to and made a part of this Agreement as

Exhibit "C-4". Notwithstanding anything to the contrary contained in this Agreement, in the event of a conflict between a provision or provisions of the Master Lease and a provision or provisions of this Agreement, the provision or provisions of the Master Lease shall control and in the event BNSF terminates Metra's lease of the Premises, then the Municipality's sublease of the Premises shall automatically terminate.

24. MISCELLANEOUS PROVISIONS.

(a) This Agreement shall be binding upon and shall inure to the benefit of the Parties, and their respective successors or assigns.

(b) The captions of the Sections of this Agreement are for convenience and are not to be interpreted as part of this Agreement.

(c) Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

(d) In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day.

(e) This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

25. SEVERABILITY. Metra and the Municipality agree that if any provision of this Agreement is held to be invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the terms, purposes and requirements of applicable law and does not represent a material change to the rights or obligations of the Parties.

26. ENTIRE AGREEMENT. All of the representations and obligations of Metra are contained herein. Metra and the Municipality agree that no change to this Agreement, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both Parties and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations incurred as a consequence of any change to this Agreement or any attachments hereto unless and until such change is made into an amendment that has been executed and made a part of this Agreement.

SIGNATURE PAGE TO FOLLOW

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IN WITNESS WHEREOF, this Agreement is entered into by and between the Parties hereto as of the date and year first above written.

THE COMMUTER RAIL DIVISION OF
THE REGIONAL TRANSPORTATION
AUTHORITY:

VILLAGE OF LA GRANGE:

By: _____
Name: Alexander D. Clifford
Its: Executive Director/CEO

By: _____
Name Elizabeth Asperger
Its: Village President

4-A.39

EXHIBIT C-1

DRAWING OF PREMISES

EXHIBIT C-2

LETTER AGREEMENT DATED 10/29/2001

EXHIBIT C-3

INSURANCE REQUIREMENTS

EXHIBIT C-4

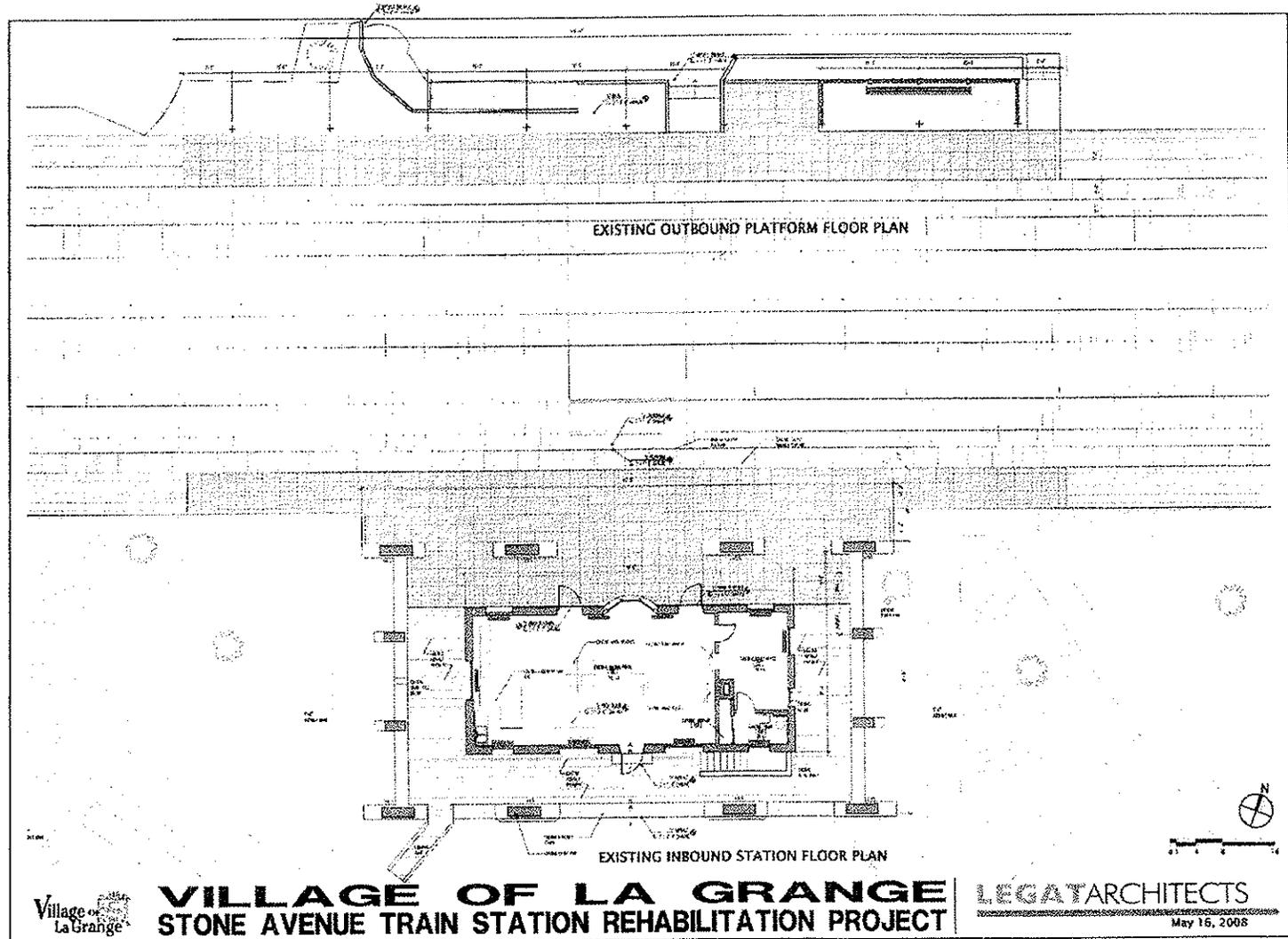
MASTER LEASE

BETWEEN METRA AND BNSF DATED SEPTEMBER 17, 1996, AS AMENDED

Village of La Grange

Village of La Gra
STONE AVENUE TRA
REHABILITATION PR

Current Conditions



VILLAGE OF LA GRANGE
STONE AVENUE TRAIN STATION REHABILITATION PROJECT

LEGATARCHITECTS
May 15, 2008

LEGATARCHITECTS

June 7, 2010

Existing Site and Floor Plan

EXHIBIT C-1

4-A-41

1 NOV 01 11 14

RE/CONTRACTS-1

Village of La Grange



October 30, 2001

Mr. James T. Peffer, Director
Office of Real Estate and Contract Management
METRA
547 West Jackson Boulevard
Chicago, IL 60661

Re: Letter of Understanding / Snow Removal Services

Dear Jim:

Transmitted herewith is an executed letter of understanding concerning snow removal responsibilities at the La Grange Road and Stone Avenue train stations. While a formal amendment to the existing Station Maintenance and Lease Agreement is pending, there are several operational matters which need to be addressed quickly. First, as a practical matter, the Village of La Grange will deliver the agreed upon services effective immediately. Second, and as a result of the foregoing, METRA may want to cancel the snow removal agreement with its private contractor so that you are not double billed for work which we will now be performing on your behalf. Third, the Village will relocate your large, green storage containers to a secure place. Please let Ken or I know what you would like us to do with them. Finally, if you have no objections, we will take possession of the melting agents stored in those containers.

In closing, we want to take this opportunity and compliment Maurice Johnson of your office, who has been most attentive and resourceful in facilitating this mutually beneficial agreement.

Very truly yours,
VILLAGE OF LA GRANGE

Robert J. Pilipiszyn
Assistant Village Manager

OK
W. T. [unclear]
12/13/01

Enclosure

c: Marlies Perthel, Village Manager
Ken Watkins, Director of Public Works
Patricia Casler, Burlington Northern & Santa Fe Railway

FAUSERS\EELDER\ellie\LA\METRA\Peffer2.wpd

53 South La Grange Road P.O. Box 668 La Grange, Illinois 60525 (708) 579-2300 Fax (708) 579-0980

4-A-42



061085

October 19, 2001

Mr. Robert J. Pilipiszyn, Asst. Village Manager
Village of LaGrange
53 South La Grange Road
P.O. Box 668
LaGrange, Illinois 60525

Dear Mr. Pilipiszyn:

Please allow this correspondence to confirm our mutual understanding that:

1. The Village of LaGrange has offered to assume snow removal responsibilities for the LaGrange Road and Stone Avenue train stations. In exchange for this added station responsibility, Metra will reimburse the Village for the cost of purchasing a New Holland riding tractor with attachments as specified by the Village in its correspondence dated July 24, 2000, which reimbursement to the Village shall not exceed \$36,000.
2. Metra will retain ownership of the tractor and the Village will be responsible for operation and maintenance of the tractor.
3. The Village shall be responsible for repairs and replacement parts. For the purpose of determining what items shall be the responsibility of the Village or Metra hereunder, it is hereby agreed that any single replacement part costing Four Hundred Dollars and no/100 dollars (\$400) or more shall be the responsibility of Metra ("**Metra Repair**"), and all other maintenance and repair expenses shall be the responsibility of the Village. The Village shall be responsible for notifying Metra, in writing, within 30 days of the need for replacement parts, which are the responsibility of Metra.

If during the term of this Agreement the Village determines that the equipment has exceeded its useful life, Metra shall reimburse the Village for the purchase of a replacement tractor. It is hereby agreed that the term "exceeded its useful life" shall mean that it is no longer cost effective or feasible to repair the equipment. Furthermore, in the event that the equipment is damaged beyond repair or destroyed as a result of an accident or natural peril, Metra shall reimburse the Village for the purchase of a replacement tractor.

4. Metra and the Village of LaGrange will execute an Amendment to the Station Maintenance Lease Agreement to transfer snow removal responsibility from Metra to the Village.

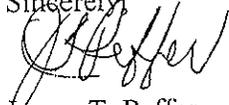
4-A-43

Page 2

Please indicate your acceptance of the previously stated terms by executing both copies of this acknowledgment and returning one copy to our office and retaining the other counterpart for your files.

Should you have any questions, please call me at 312/322-8005.

Sincerely,



James T. Pepper
Director
Office of Real Estate and Contract Management

cc: W.K. Tupper
Patricia J. Casler - BNSF

ACKNOWLEDGED AND ACCEPTED

By: 

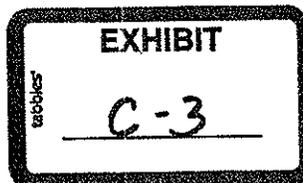
Title: ASST. VILLAGE MGR.

Date: 10/29/01

4-A-44



INSURANCE REQUIREMENTS



REQUISITION NUMBER _____

AUTHORIZATION LAG 2/17/11

EVENT Sublease Vill LaGrange

DATE OF EVENT _____

Effective concurrently with the commencement of the work, the contractor/vendor shall obtain and maintain throughout the life of the work, the insurance coverage as noted below. Coverage must meet the requirements that follow on pages 1 to 4 of this Exhibit. With the exception of Professional Liability, all coverage needs to be written on an occurrence form and with an insurer carrying a minimum AM Best rating of at least A-VIII.

TYPE OF COVERAGE	AMOUNT REQUIRED
1. WORKERS' COMPENSATION: Coverage A - Statutory Coverage B - \$ <u>1,000,000</u>	\$ <u>1,000,000</u> Limits of Liability
2. COMPREHENSIVE GENERAL LIABILITY (BROAD FORM): Bodily Injury Liability & Property Damage Liability (combined)	\$ <u>3,000,000</u> Each Occurrence \$ _____ Aggregate
3. EXCESS COMPREHENSIVE GENERAL LIABILITY-EXCESS OF PRIMARY LIMITS (2) Bodily Injury Liability & Property Damage Liability (combined)	\$ <u>N/A</u> Each Occurrence \$ <u>N/A</u> Aggregate
4. AUTOMOBILE LIABILITY: Bodily Injury Liability & Property Damage Liability (combined)	\$ <u>1,000,000</u> Combined Single Limit
5. OTHER INSURANCE :	\$ _____

Additional Insureds shall be as follows: The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra as now exists or may hereafter be constituted or acquired, and the Regional Transportation Authority, an Illinois municipal corporation, Burlington Northern Railroad Company, WSMTD, and Amtrak.

AUTHORIZATION:

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METRA'S INSURANCE REQUIREMENTS APPLICABLE TO ALL POLICIES:

-Include a waiver of subrogation, thereby waiving your rights of subrogation against Metra and any additional insureds.

-Be primary and non-contributory.

-Not carry a deductible greater than \$10,000. All deductibles applicable to the insurance coverage shall be borne by the contractor/vendor. The certificate of insurance shall clearly state how defense costs (also known as "allocated loss adjustment expenses") shall apply in terms of the deductible and the insurance limits. (SIR programs are prohibited, absent prior approval by Metra's Risk Management Department.)

-All subcontractors retained or hired for the work shall be required to maintain limits and term equivalent to those required of the prime contractor.

-All insurance policies must specify that they are not subject to cancellation, non-renewal, material change or reduction in coverage unless a minimum of sixty (60) days prior notification is given by the insurer, except for non-payment of premium wherein a ten (10) day notice will apply. Contractor/Vendor will immediately notify Metra of the cancellation, non-renewal, material change or reduction in coverage of any required insurance policy. Such notice shall be sent certified mail to Metra, care of Director of Risk Management, 547 W. Jackson, Suite 1500, Chicago, IL 60661.

-In no event, shall the failure by Metra to receive certificates of insurance required hereunder, or to receive them by the date(s) required hereunder, be construed as a waiver of the contractor/vendor's obligation to obtain the required insurance coverages. Failure by Metra to demand any certificate of insurance or other evidence of full compliance with the insurance requirements set forth herein, or failure by Metra to identify a deficiency in the evidence provided, shall not be construed as a waiver of the obligation to procure or maintain the insurance required hereunder. The acceptance of delivery by Metra of any certificate of insurance does not constitute approval or agreement that the insurance requirements have been met or that the insurance policies identified in the certificates of insurance are in compliance with such requirements.

METRA'S INSURANCE REQUIREMENTS – SPECIFIC CONDITIONS

Commercial General Liability Insurance

The coverage is to be no less restrictive than the latest filed Insurance Services Office (ISO) occurrence form.

The CGL policy shall include the following coverage limits when limits are indicated:

\$ _____ for completed operations & products liability
\$ _____ per occurrence for personal injury and advertising injury

Automobile Liability Insurance

The Automobile policy shall include the following additional coverage limits:

\$25,000 for Medical Payments
\$250,000 for Property Damage (if not combined single limit)

Workers Compensation and Employers Liability Insurance

Workers Compensation Insurance coverage should be at statutory limits and include:

- Other States Insurance
- USL&H Insurance
- Voluntary Compensation Insurance

As a minimum, the Employers Liability policy shall include coverage limits of:

\$1,000,000 for bodily injury by accident
\$1,000,000 for bodily injury by disease, each employee
\$1,000,000 aggregate liability

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Contractor's Pollution Liability Insurance

Coverage shall:

-Cover losses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the services and operations of the contractor/vendor and all subcontractors involved in the work.

-Apply, without limitation, to bodily injury, property damage (including loss of use of damaged property or of property which has not been physically injured or destroyed) and clean-up costs.

-Provide coverage for pollution conditions which arise from encountering pre-existing environmental conditions at the project site.

-Provide coverage for liability resulting from the transportation of hazardous wastes.

-Shall be written on a "project specific" basis.

Railroad Protective Liability Insurance

If policy limits or "Covered by Metra's Policy" is noted on page 1, then coverage shall:

Insure all liabilities assumed under the provisions of the Hold Harmless and Indemnity Clause in the contract and not exclude any construction and/or demolition work performed within 50 feet of railroad track. Commercial General Liability policies, including excess/umbrella, must contain contractual language covering construction and/or demolition being performed on or near railroad property. Commercial General Liability must be written on the ISO Occurrence Form CG 00 01 12 04 (or a substitute form providing equivalent coverage) and include the following endorsement: Contractual Liability Railroads ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage).

Contact Information:

For additional information please contact **Lindsay Gohmann** at **312-322-6997**.

Authorization: lag 2/17/11

PAGE 4 OF 4

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LEASE AGREEMENT

THIS AGREEMENT is made and entered into as of this 17th day of SEPT, 1996, by and between the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation (hereinafter referred to as "**METRA**"), and Burlington Northern Railroad Company, a Delaware corporation (hereinafter referred to as "**BN**"). METRA and BN are hereinafter sometimes individually referred to as a "Party" and jointly referred to as the "Parties".

WITNESSETH

WHEREAS, METRA desires to lease from BN and BN desires to lease to METRA certain real property described on **Exhibit "A"** attached to and made a part of this Agreement together with the buildings, structures and improvements thereon, including without limitation a commuter railroad station, canopies, canopy structures and other ancillary commuter station improvements the location, dimensions and configuration of which are shown on **Exhibit "B"** attached to and made a part of this Agreement (collectively the "**Premises**") exclusive of future improvements to the Premises caused to be constructed or made by METRA including but not limited to replacement platforms, doors, windows and lighting, upgrades to the ticket facilities and public washrooms, the employee washroom, tuckpointing and all other materials used to improve the Premises (collectively the "**METRA Fixed Facilities**") located at 25 West Burlington Ave. in LaGrange, Illinois along and adjacent to BN's line of railroad within the municipal boundaries of LaGrange, Illinois; and

WHEREAS, BN is a common carrier by railroad serving LaGrange, Illinois with a mass transit rail commuter service to and from Chicago and other communities along its line. Suburban passengers park their cars in a commuter parking lot and board and disembark from BN's trains from a station area located near LaGrange Road ("**LaGrange Road Station**") in the LaGrange, Illinois downtown area; and

WHEREAS, METRA desires to take over the maintenance and operation of the LaGrange Road Station, excepting the ticket agent function, and to have certain renovations, repairs or improvements performed on the Premises.

NOW, THEREFORE, for and in consideration of the foregoing recitals, which are

hereby incorporated into and made a part of this Agreement and the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, METRA does hereby agree to lease from BN and BN does likewise agree to lease to METRA the Premises subject to and in accordance with the following terms covenants and conditions:

1. **RENT.** For an annual rental of One Dollar (\$1.00) payable by METRA, BN shall lease the Premises to METRA solely for the purposes hereinafter set forth for a period of twenty (20) years commencing June 1, 1996 ("Lease Term"); provided, however, the BN reserves unto itself, its successors and assigns, and licensees, the right to use said Premises in the general conduct of its railroad business, and to operate, maintain and renew such crossing signals, utilities, pipelines, telephone, telegraph and signal lines, electric transmission lines, fiber optics lines and other facilities of like character, as may now exist upon, over or under said Premises, and to construct, operate, maintain and renew such additional facilities thereon so long as the same will not interfere with METRA's use of said Premises. METRA shall have the option to extend the Lease Term for one (1) additional twenty year period by giving BN notice of its intention to extend at least thirty (30) days prior to the expiration of the Lease Term ("Renewal Term"). In the event Metra exercises its option to extend the Lease Term, then all references to the Lease Term set forth in this Agreement shall include the Renewal Term.

2. **USE OF PREMISES.**

A. The Premises shall be used by METRA only for the following purposes during the Lease Term:

1. as a depot for the use, comfort and convenience of BN's commuter patrons and National Railroad Passenger Corp.'s ("AMTRAK") intercity patrons and BN and AMTRAK shall have the non-exclusive right to use and occupy the Premises to transact railway business and maintain and operate commuter station services in a manner which will not interfere with METRA's use of the Premises;

2. to provide BN's and AMTRAK's patrons with adequate platforms, waiting rooms and other appropriate facilities needed for the operation of

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BN's commuter and AMTRAK's intercity passenger business;

3. as a commuter railway station; and
 4. for such other uses as are expressly permitted by the terms of this Agreement or pursuant to separate agreement.
- B. METRA agrees that none of the Premises will be used, nor will METRA permit them to be used, for parking within twenty (20) feet of the centerline of any trackage.
- C. Any portion of the Premises within twenty (20) feet from the nearest rail of BN's main line trackage shall be used for the construction, maintenance, repair and renewal of platforms, canopies and canopy structures only (subject to legal clearance requirements and BN clearance requirements) and for no other purpose whatsoever.
- D. METRA shall include in its plans and specifications for construction of METRA's Fixed Facilities a washroom which includes a toilet and a wash basin for the exclusive use of BN's and AMTRAK's employees and agents.
- E. During the Lease Term, METRA shall provide adequate facilities on or in conjunction with the Premises for convenient drop-off or pick-up of BN's and AMTRAK's patrons, either by car, taxi or bus.
- F. Notwithstanding anything to the contrary contained in this Agreement, in the event METRA is unable to maintain the Premises to provide the required facilities for commuter railway service, METRA shall have the right to terminate this Agreement and its lease of the Premises after having given BN ninety (90) days prior written notice of its intention to so terminate. However, termination of this Agreement pursuant to this subsection shall not effect or in any way serve to terminate any obligation or liability of METRA prior to the effective date of any such termination.

It being specifically understood that regardless of any such termination, METRA shall be obligated to restore the Premises to as good a condition or to a better condition than that which existed on the commencement date of the Lease Term.

3. **FEES AND ASSESSMENTS.** During the Lease Term, METRA shall pay all utilities, taxes (including, but not limited to, property taxes, use taxes or head taxes), special assessments, license fees or other governmental charges or fees which may become due or which may be assessed or levied upon or against the Premises or any facilities or improvements located thereon, or in any manner arising from or growing out of any activities conducted on the Premises by METRA, its subtenants, licensees or assigns.

4. **CONSTRUCTION OF IMPROVEMENTS.**

A. METRA agrees not to construct, replace or rehabilitate any improvement or facilities upon the Premises without having first received the prior written consent of BN, which consent shall not be unreasonably withheld. All improvements or facilities constructed, replaced and/or rehabilitated upon the Premises must be approved by BN prior to the commencement of construction with respect to design, location and construction standards. Failure of BN to review and respond to METRA within sixty (60) days after receipt of submission of design plans, location and construction standards shall constitute denial thereof unless subsequent written notice of approval is received from BN. Any approvals granted by BN under this section 4 shall not serve to waive or modify any duty or obligation of METRA as may be set forth in this Agreement.

B. To the extent any facilities and improvements are constructed, improved or rehabilitated on the Premises by METRA under the terms of this Agreement, METRA shall arrange for such at its expense, using outside contractors if it chooses. When METRA determines such is necessary, METRA shall arrange for the repair and replacement of any structure, facility or improvement located or to be located on the Premises. With respect to the capital expenditures for repair, renovation or replacement

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of the Premises improvements, BN shall cooperate with METRA in seeking appropriate grants to make the needed improvements.

- C. In all contracts executed by METRA for maintenance of the Premises (including snow removal) or for the construction, rehabilitation, improvement, repair or maintenance of structures, facilities or improvements located on the Premises, or to be located on such Premises, METRA will require appropriate clauses to be inserted requiring contractors to indemnify, save harmless and defend BN, METRA, West Suburban Mass Transit District ("WSMTD"), AMTRAK and other railroads using BN's rail lines with BN's authorization against any and all risks, liabilities, claims, demands, losses, and judgments arising from, growing out of, or related in any way to work performed by such contractor(s), their agents, employees and subcontractors, and their agents and employees.

- D. METRA will further cause appropriate clauses to be inserted in all such contracts requiring contractors to procure and maintain comprehensive policies of insurance, insuring contractor, METRA, BN, WSMTD, AMTRAK and other railroads using BN's rail lines with BN's authorization from and against any and all risks, liabilities, claims, demands, losses and judgments arising from, growing out of or in any way related to the work performed or to be performed by such contractor, whether or not any such liability, claim, demand, loss or judgment is due to or arises from the acts or negligence of contractor, METRA, BN, AMTRAK, WSMTD or other railroads using BN's rail lines with BN's authorization their respective officers, agents, employees or subcontractors.

- E. METRA agrees to require contractors and subcontractors performing any work upon the Premises to furnish waivers of lien prior to making final payment to such contractors or subcontractors. If any mechanic's lien or other lien, charge or order for the payment of money shall be filed against any portion of the Premises, METRA shall, at its own cost and expense,

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cause the same to be discharged of record within thirty (30) days after written notice from BN to METRA of the filing thereof provided, however, that METRA shall have the right to contest any such lien, charge or order on the posting of a bond, letter of credit or other security reasonably sufficient to cover the amount of such lien, charge or order and METRA shall indemnify and save harmless BN against and from all costs, liabilities, suits, penalties, claims and demands, including legal fees and court costs resulting therefrom.

F. METRA promises and agrees that it will appoint, hire or employ competent engineers to supervise all contractors' activities on the Premises during the term of this Agreement, and METRA further promises and agrees that it will, by appropriate means of inspection or testing, or otherwise, assure itself that all contractors and subcontractors working upon or at the Premises will have fully complied with all specifications and requirements of their respective agreements.

G. In all contracts executed by METRA for construction, rehabilitation, replacement, repair or maintenance of the Premises, METRA will require appropriate clauses to be inserted requiring the contractor or any subcontractor to comply with all governmental and BN clearance requirements and further require such contractors and subcontractors to avoid interference with safe and efficient rail operations.

5. **FACILITIES.** METRA accepts the Premises subject to any and all existing permits, licenses, leases, easements, railroad facilities, pipelines, telephone, communications, power and signal lines or any other similar facilities together with any future installations thereof, provided, however, that such future installations shall not unreasonably interfere with METRA's use of the Premises. During the Lease Term, METRA shall operate, maintain and repair or cause to be operated, maintained or repaired as necessary the Premises (including, but not limited to, station buildings and canopies, canopy structures, platforms, light facilities, sidewalks, entrances and exits located thereon, or hereinafter located on the Premises) and shall keep or cause to be kept all of the same in good repair, appearance, order and cleanliness, corresponding to standards that apply to public buildings, grounds and facilities otherwise owned

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or operated by METRA. As part of its obligation to operate the Premises, METRA shall provide or cause to be provided heat, water and light to the station building and shall cause the same to be opened and heated at appropriate times and during hours mutually acceptable to the Parties.

6. **THIRD PARTY RIGHTS.** This Agreement is subject to all existing uses, utility agreements, easements and licenses affecting the Premises, whether or not of record. BN makes no warranty of title or warranty of peaceable possession or quiet enjoyment of the Premises as against claims or actions of third persons or parties, provided, however, that such existing uses, utility agreements, easements and licenses shall not materially interfere with METRA's intended use of the Premises and in the event of such material interference with METRA's intended use, METRA shall have the right to terminate this Agreement after having given BN thirty (30) days prior written notice of its intention to so terminate. For purposes of this Agreement the term "materially interfere" and "material interference" shall mean to prevent operation of commuter rail service in an economically feasible and safe, efficient manner.

7. **PLATFORMS.** During the Lease Term, METRA agrees that it will provide and offer eastbound and westbound train boarding and alighting platforms located within the limits of the Premises.

8. **BN LICENSE.** Nothing in this agreement shall be construed as a termination of BN's irrevocable license to maintain and operate commuter and Amtrak service at the present commuter station depot site, it being the intent of the Parties that said license rights shall continue unaffected by the provisions of this agreement.

9. **SNOW REMOVAL.** When necessary to the safety and convenience of persons using the Premises, METRA shall promptly remove or cause to remove ice and snow from the platforms, entrances, exits, sidewalks, driveways and parking areas located on the Premises, and when necessary, shall de-ice the same (except for the parking areas) with commercial products in order that they will be suitable for use.

10. **INSURANCE.** METRA promises and agrees, during the Lease Term, to purchase and/or provide insurance or self-insurance covering the perils of fire and extended coverage for replacement value of the Premises facilities purchased or erected during the Lease

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Term. In addition, METRA will purchase and/or provide Standard Public Liability Insurance, insuring METRA, BN, WSMTD, AMTRAK, as additional insureds, against the risk of loss, personal injury, death or damages, done to or suffered by persons or property (including the persons and property of METRA, BN, WSMTD and AMTRAK) on the Premises, at a combined single coverage limit of not less than three million dollars (\$3,000,000) for each occurrence. The ballasted right-of-way and tracks not being a part of the Premises, it is understood that such areas are excluded from this insurance requirement. Upon execution of this Agreement, METRA will promptly furnish certificates when insurance policies are renewed. BN's liabilities under the Federal Employers' Liability Act and under the State Workmen's Compensation Act shall not be included in the covered risks as to which BN shall be an additional insured. METRA will promptly furnish BN with certificates of insurance to evidence compliance with the foregoing insurance requirements, and shall, during the Lease Term, furnish certificates when insurance policies are renewed. No action or inaction by BN shall ever be construed as a waiver of METRA's obligation to procure and maintain the policy or policies of insurance or self-insurance as required under the terms and conditions of this Agreement.

11. **FLAGGING.** Any construction, rehabilitation or repair work occurring within 20 feet of the outer rail of any track will require flagging protection provided by BN at METRA's sole cost and expense. METRA and/or its contractors shall also purchase and keep in full force and effect railroad protection liability insurance during the performance of any such work.

12. **INDEMNIFICATIONS.**

- A. Except as otherwise provided in a Purchase of Service Agreement between METRA and BN, METRA will release fully and hold and keep BN, its Directors, agents and employees, harmless and will indemnify and defend them from and against any and all liability, including but not limited to court costs and attorney's fees, if any, and further including claims for damages on account of loss or damage to the property of BN or loss, injury or death of or to members of the public and the agents, servants, employees, and patrons of BN, in any manner attributable to or arising out of METRA's lease, operation or maintenance of the Premises, except to the extent proximately caused by the negligent, willful or wanton,

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intentional or criminal acts or omissions of BN occurring on or before or subsequent to the Lease Term.

- B. Except as otherwise provided in a Purchase of Service Agreement between METRA and BN, METRA shall not be responsible or liable for and BN shall defend, indemnify and hold METRA harmless against and from any and all liability, loss, cost, damage or expense, including but not limited to court costs and attorneys fees, occurring as a result of the placement or existence of liens or encumbrances, or claims therefor, against the Premises or hazardous or toxic materials or substances, as such terms are defined under applicable local, state or federal laws or regulations on the surface or subsurface of the Premises or in any surface waters or ground waters on or under the Premises, prior to commencement of the Lease Term or during the Lease Term if occurring as a result of the actions or omissions of BN.

13. **COMPENSATION FOR METRA FIXED FACILITIES.** METRA shall own the METRA Fixed Facilities. In the event this Agreement is terminated for any reason by BN and METRA has not defaulted under the terms and conditions of this Agreement or BN defaults under the terms and conditions of this Agreement and, as a result of such BN default, METRA is forced to terminate this Agreement, METRA shall be compensated by BN for the METRA Fixed Facilities for the remainder of the period beginning on the date which the METRA Fixed Facilities are first used in revenue service and ending on the later of the expiration of: (a) twenty (20) years from such date; or (b) the end of the actual useful life of such METRA Fixed Facilities ("Use Period"), in an amount equal to the average of the original cost and the replacement cost of each such METRA Fixed Facility taken out of service because of termination, reduced by five percent (5%) of such cost for each such completed year of the Use Period before such termination. Such payment shall be made in full within ninety (90) days after BN's termination of this Agreement or interest at a rate of one and one half percent per month shall accrue on any unpaid balances due. In the event this Agreement is terminated for any reason by METRA and BN has not defaulted under the terms and conditions of this Agreement or METRA defaults under the terms and conditions of this Agreement and, as a result of such METRA default, BN is forced to terminate this Agreement, BN shall not be required to compensate METRA for the METRA Fixed Facilities and METRA shall convey such METRA

Fixed Facilities to BN; provided, however, that METRA may remove from the Premises those METRA Fixed Facilities, including without limitation, washroom facilities, lighting fixtures, attached furniture, interior doors, interior vendor improvements and detached shelters, which do not interfere with the structural integrity of the commuter railroad station. In the event METRA removes METRA Fixed Facilities from the Premises, METRA shall restore the Premises to as good a condition or to a better condition that that which existed on the commencement date of the Lease Term.

14. **DEFAULT.** Except as otherwise provided under the terms and conditions of this Agreement, if either Party to this Agreement shall default in the performance of its substantive duties and obligations hereunder, the other Party may deliver a written complaint to the delinquent Party specifying the nature of the claimed default, and demanding that it be corrected. If the notified Party fails to cure such default within forty (40) days after receipt of such notice, the complaining Party may upon thirty (30) days prior written notice to the delinquent Party, declare this Agreement to be terminated, provided, however, that if such default is not capable of being cured within said forty (40) day period, but the Party in default commences to cure such default within such period and thereafter diligently pursues such cure to completion, such forty (40) day period shall be extended by the amount of time required to effectuate such cure. After such termination, each Party may pursue such legal remedies as it may elect, to serve its own interest, but subject to all provisions of this Agreement.

15. **SUBLET AND ASSIGNMENT.** METRA shall have the right to sublet the Premises to the Village of LaGrange under terms and conditions acceptable to METRA and in accordance with the terms and conditions of this Agreement and, at METRA's option, to require the assignment of any or all vendor or concessionaire leases or licenses to third parties affecting the Premises or any portion thereof and in effect as of the date of this Agreement but excluding any easements, licenses or leases for billboard advertising on the platforms. METRA shall not have the right to assign this Agreement or sublet all or any part of the Premises or Station Improvements to any other parties without the prior written consent and approval of BN, which consent shall not be unreasonably withheld. No sublease or assignment to the Village of LaGrange will serve to release METRA from its obligations as set forth in this Agreement, it being specifically understood that METRA shall remain liable for failure of said sublessee or assignee to perform METRA's obligations as set forth in this Agreement.

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16. **MISCELLANEOUS PROVISIONS.**

- A. This Agreement shall be binding upon and shall inure to the benefit of the Parties, and their respective successors or assigns.
- B. The captions of the Sections of this Agreement are for convenience and are not to be interpreted as part of this Agreement.
- C. The unenforceability or invalidity of any substantive provision or provisions of this Agreement shall render this Agreement null and void.
- D. Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.
- E. In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day.
- F. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.
- G. No action or inaction of BN shall ever constitute or be considered as a waiver of any right of BN or obligation of METRA as set forth in this Agreement.

17. **NOTICES.** Notices or other writings which either Party is required to or may wish to give to the other in connection with this Agreement shall be in writing and shall be delivered or sent by certified or registered mail, return receipt requested, or by facsimile transmission with a copy of the notice and proof of transmission being sent by regular mail within 24 hours of the date of transmission, addressed as follows:

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A) If to BN: Burlington Northern Railroad Company
Chicago Division Superintendent
5601 West 26th Street
Cicero, Illinois 60605
Phone: (708) 780-5200
Fax: (708) 780-5180

and

Burlington Northern Railroad Company
Superintendent of Suburban Services
233 North Broadway
P.O. Box 100
Aurora, Illinois 60507-0100
Phone: (708) 820-4290
Fax: (708) 820-4296

B) If to METRA: Metra
Director, Real Estate & Contract Management
547 West Jackson Street
Chicago, IL. 60661
Phone: (312) 322-6900
Fax: (312) 322-6698

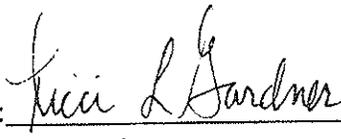
or to such address as either Party may from time to time designate in a notice to the other. A notice given by hand delivery shall be deemed given on the day delivered. A notice given by certified or registered mail shall be deemed given three (3) days after such notice is deposited in the United States mail whether or not such notice is actually received by the addressee. A notice given by facsimile transmission will be deemed given on the day it is successfully transmitted.

IN WITNESS WHEREOF, this Agreement is entered into by and between the Parties on the date and year first above written.

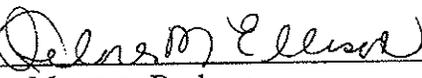
COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION
AUTHORITY:

By: 
Philip A. Pagano
Executive Director

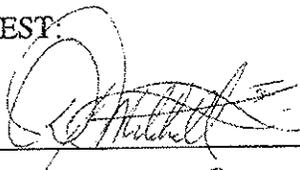
BURLINGTON NORTHERN RAILROAD
COMPANY:

By: 
Its: V.P. Properties + Facilities

ATTEST:

By: 
Maureen Pochron
Assistant Secretary

ATTEST:

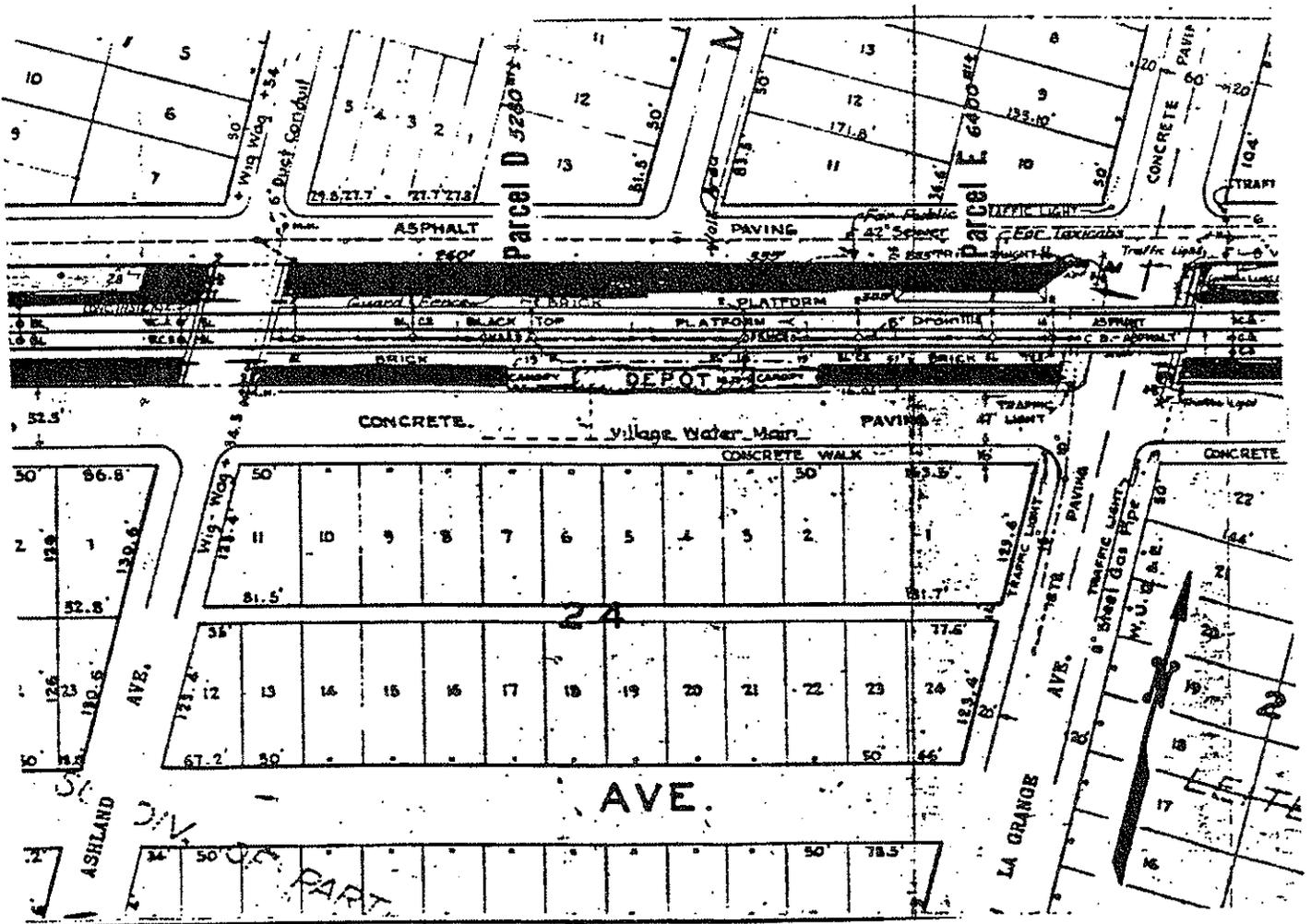
By: 
Its: Assistant Vice President, Passenger Services

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Exhibit A

The parcel of land to be leased includes all Burlington Northern non-ballasted right of way located in the Village of LaGrange, Illinois between Ashland Avenue and LaGrange Avenue, excluding that property already under lease to the Village of LaGrange under agreements 201,691 and 201,137, as amended.

In the drawing below, the property between Ashland Avenue and LaGrange Avenue already under lease to the Village of LaGrange is shown in black.



10/4/1995

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SECOND AMENDMENT TO LEASE AGREEMENT
(FOR LaGRANGE ROAD STATION AND STONE AVENUE PLATFORMS
ADDING STATION AND SHELTER AT STONE AVENUE)

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("**Second Amendment**") is dated to be effective February 5, 2009 (the "**Effective Date**"), by and between the **COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY**, a division of an Illinois municipal corporation, ("**Metra**"), and **BNSF RAILWAY COMPANY** (successor-in-interest to Burlington Northern Railroad Company and formerly known as The Burlington Northern and Santa Fe Railway Company), a Delaware corporation ("**BNSF**"). Metra and BNSF are hereinafter sometimes jointly referred to as the "**Parties**".

RECITALS

A. Metra and BNSF entered into that certain Lease Agreement dated September 17, 1996 (the "**Original Lease**"), under which BNSF leased to Metra certain real property, the commuter railroad station and related improvements located at 25 West Burlington Avenue, in LaGrange, Cook County, Illinois (collectively, the "**LaGrange Road Station**"), as described in the Original Lease. As further described in the Original Lease, Metra agreed to: (i) assume the maintenance and operation of the LaGrange Road Station, and (ii) perform or cause to be performed certain renovations, repairs or improvements performed on, the LaGrange Road Station.

B. Metra and BNSF entered into that certain First Amendment to Lease Agreement dated November 11, 2001 (the "**First Amendment**"), which First Amendment amended the Original Lease to include the lease from BNSF to Metra of certain real property located at 701 West Burlington Avenue, in LaGrange, Cook County, Illinois and certain commuter railroad station-related improvements located thereon (collectively, the "**Premises**"), as described in the First Amendment. As further described in the First Amendment, Metra agreed to assume the maintenance and operation of the Stone Avenue Station platforms, canopies and canopy structures. The Original Lease, as modified by the First Amendment and the provisions of this Second Amendment hereof, shall be referred to herein as the "**Lease**".

C. Metra desires to lease the balance of the Stone Avenue Station improvements, and to construct, replace or rehabilitate or to have constructed, replaced or rehabilitated certain improvements and/or facilities for the Stone Avenue Station. Metra and BNSF desire to amend the Lease to, among other things, reflect Metra's construction, replacement or rehabilitation of the said improvements and/or facilities for the Stone Avenue Station.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Metra and BNSF agree that the Lease shall be amended as follows:

1. **BNSF REFERENCES.** Throughout the Lease, effective immediately, "Burlington Northern Railroad Company" and "The Burlington Northern and Santa Fe Railway Company"

4-A-63

are changed to "BNSF Railway Company". Throughout the Lease, effective immediately, "BN" is changed to "BNSF".

2. **STONE AVENUE STATION CONSTRUCTION.** Metra agrees to construct, replace or rehabilitate or to have constructed, replaced or rehabilitated the improvements and/or facilities as described in **Exhibit "A"** attached hereto and incorporated herein (the "Construction"). The terms and conditions of the Lease, including without limitation the construction provisions set forth in Section 4 of the Original Lease, shall apply to the Construction. As of the Effective Date, all references to the "METRA Fixed Facilities" as defined in the Lease shall include the improvements and/or facilities constructed, replaced or rehabilitated as part of the Construction. The METRA Fixed Facilities, as expanded by the Construction, shall be subject to all of the terms and conditions of the Lease, including without limitation the compensation provisions in Section 13 of the Original Lease.

3. **PREMISES.** As of the Effective Date, Exhibit "A" of the Original Lease shall be replaced with **Exhibit "B"** attached hereto and incorporated herein. The Premises, as described or depicted in the attached Exhibit "B", shall be subject to all of the terms and conditions of the Lease. As of the Effective Date, all references in the Lease to the Premises shall refer to the property described or depicted in the attached Exhibit "B".

4. **INSURANCE.** Section 10 of the Original Lease is hereby deleted and replaced with the following:

10. **INSURANCE.** For purposes of this Section 10, "BNSF" shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

Metra is allowed to self-insure with the prior written consent of BNSF. Any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Metra in lieu of insurance. Any and all BNSF liabilities that would otherwise, in accordance with the provisions of this contract, be covered by Metra's insurance will be covered as if Metra elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Metra promises and agrees, during the term of this contract, to provide adequate proof of self-insured retention or other financial responsibility to BNSF, such proof to demonstrate to BNSF's satisfaction that Metra's self-insurance or other financial responsibility provides substantially the following coverages and minimum amounts, and meets the other standards and requirements stated herein:

- A. Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$7,500,000 each occurrence but in no event less than otherwise carried by Metra. Coverage must include but not be limited to the following:
- Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations

4-A.64

- B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to, the following:
- Bodily injury and property damage
 - Any and all vehicles owned, used or hired
- C. Federal Employer's Liability Act Insurance. This insurance shall not be less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

Other Requirements:

All policy(ies) required above shall include a severability of interest endorsement and BNSF shall be named as an additional insured with respect to work performed under this contract. Severability of interest and naming BNSF as additional insured shall be indicated on the certificate of insurance.

Metra shall furnish to BNSF an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify BNSF in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving BNSF arising out of this contract, Metra will make available any required policy covering such claim or lawsuit.

Any insurance policy shall be written by a reputable insurance company acceptable to BNSF or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

Not more frequently than once every five years, BNSF may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

Failure to provide evidence as required by this **Section 10** shall entitle, but not require, BNSF to terminate this contract immediately. Acceptance of a certificate that does not comply with this **Section 10** shall not operate as a waiver of Metra's obligations hereunder.

If any portion of the operation is to be subleased by Metra, Metra shall require that the sublesor shall provide and maintain reasonable insurance coverage(s) naming BNSF as an additional insured, and shall require that the sublesor shall release, defend and indemnify BNSF to the same extent and under the same terms and conditions as Metra is required to release, defend and indemnify BNSF herein.

The fact that insurance (including, without limitation, self-insurance) is obtained by Metra shall not be deemed to release or diminish the liability of Metra. Damages recoverable by BNSF shall not be limited by the amount of the required insurance coverage.

5. **AMTRAK.** The Parties hereby agree that all references in the Lease to the "National Railroad Passenger Corp." and "AMTRAK" shall not apply to the Stone Avenue Station, but instead shall apply solely to the LaGrange Road Station.

6. **RATIFICATION.** Except as expressly modified by this Second Amendment, all other terms and conditions of the Lease are hereby ratified and affirmed and remain in full force and effect. As of the Effective Date, this Second Amendment shall constitute a part of the Lease. All capitalized terms in this Second Amendment shall have the same meaning as given in the Lease unless otherwise specifically defined herein. However, where any terms and provisions of this Second Amendment conflict or are inconsistent with the Lease, then the terms and provisions of this Second Amendment shall govern, control and prevail.

7. **MISCELLANEOUS.** This Second Amendment (a) shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors and assigns; (b) may be modified or amended only by a writing signed by each party hereto; and (c) may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original, but which together shall constitute one and same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the date below each party's signature; to be effective, however, as of the Effective Date.

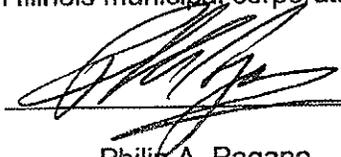
BNSF:

BNSF Railway Company, a Delaware corporation

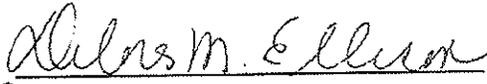
By: 
Name: PATRICIA J. CASVEL
Title: DIRECTOR, SUBURBAN SERVICES
Date: 2/5/2009

METRA:

**Commuter Rail Division of the Regional Transportation Authority,
a division of an Illinois municipal corporation**

By: 
Name: Philip A. Pagano
Title: Executive Director
Date: February 4, 2009

ATTEST:

By: 
Name: DeLores M. ELLISON
Title: Assistant Secretary

ATTEST:

By: _____
Approved as to Form
Name: _____

4-A.67

Exhibit "A"

Stone Avenue Station Construction

Metra will be reconstructing both inbound and outbound platforms within 5 years of execution of this agreement.

Exhibit "B"

Description of Premises

[see attached]

4-A-70

TRACKING NO. _____

EXHIBIT "B" PAGE 1 OF 2

ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
METRA

SCALE: 1 IN. = 100 FT.
CHICAGO DIV.
CHICAGO SUBDIV. L.S. 0021
DATE 01/16/2009 REV. 01/22/2009

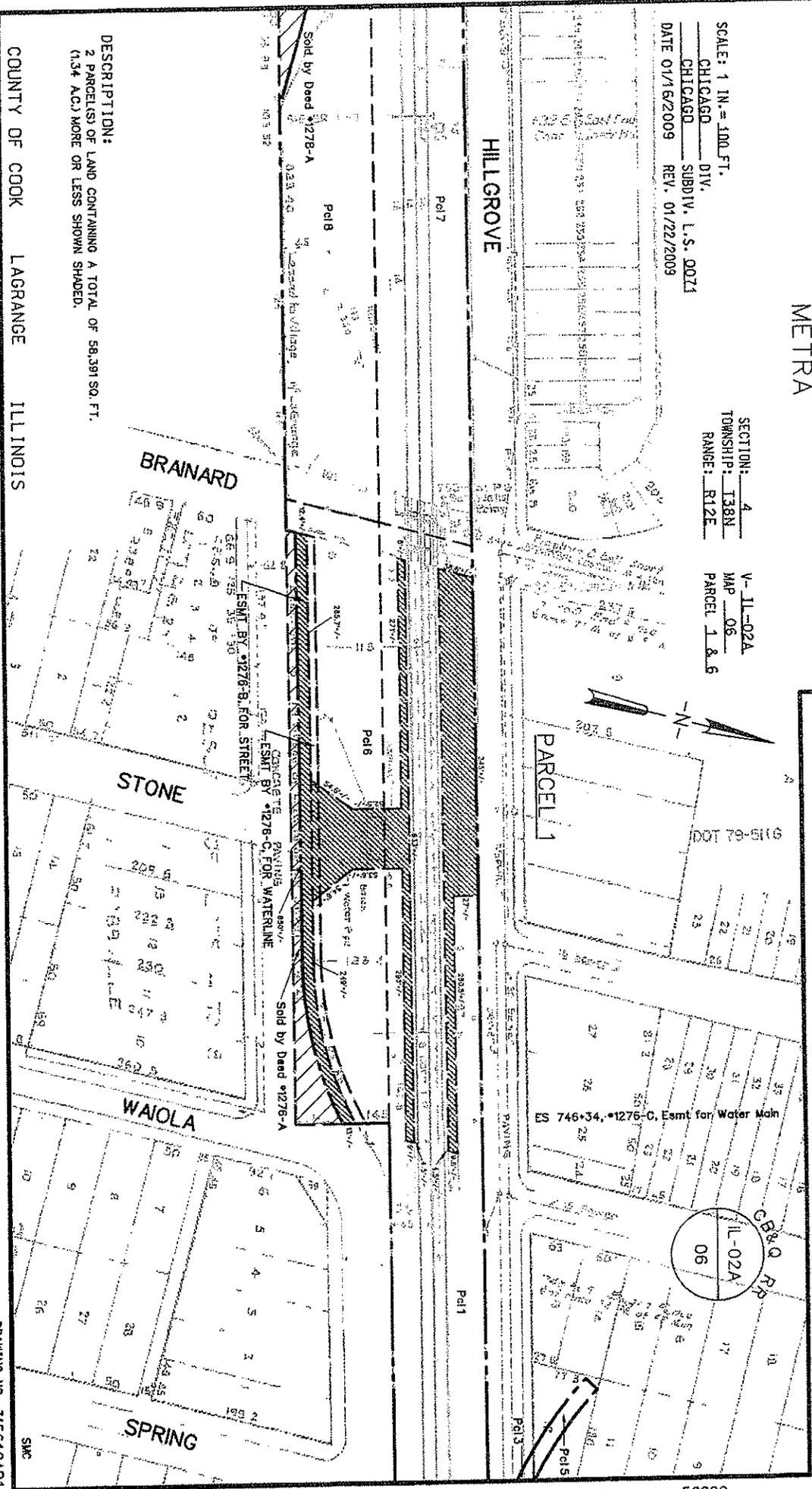
SECTION: 4
TOWNSHIP: T38N
RANGE: R12E
V-11-02A
MAP 06
PARCEL 1 & 6

HILLCROVE

COUNTY OF COOK LAGRANGE ILLINOIS

DESCRIPTION:
2 PARCELS OF LAND CONTAINING A TOTAL OF 58,391 SQ. FT.
(1.34 AC.) MORE OR LESS SHOWN SHADED.

DRAWING NO. 345612AR1



MAD DEC 550299

EXHIBIT "B" PAGE 2 OF 2

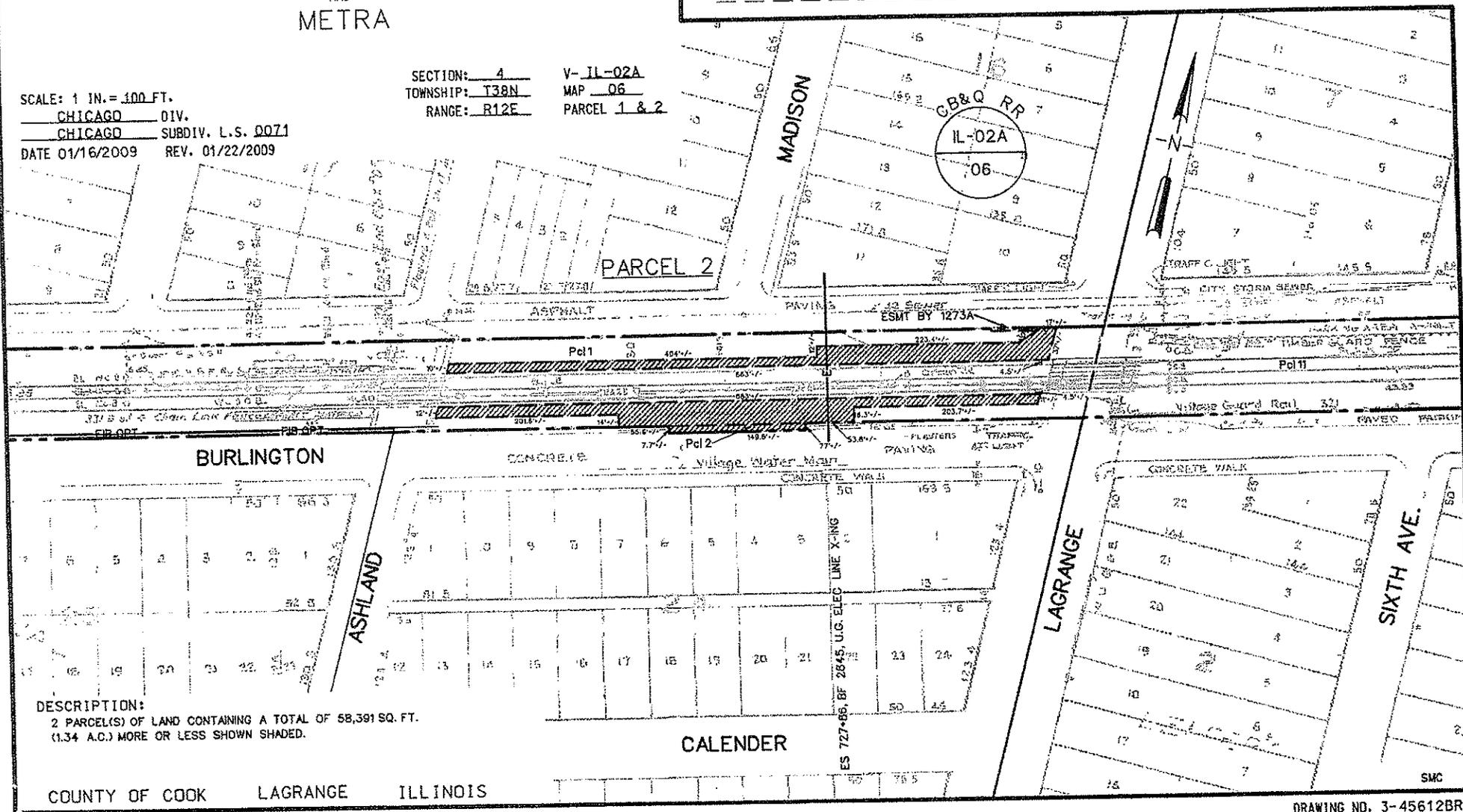
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
METRA

SCALE: 1 IN. = 100 FT.

CHICAGO DIV.
CHICAGO SUBDIV. L.S. 0071
DATE 01/16/2009 REV. 01/22/2009

SECTION: 4 V-11-02A
TOWNSHIP: T38N MAP 06
RANGE: R12E PARCEL 1 & 2

TRIM LINE



DESCRIPTION:

2 PARCEL(S) OF LAND CONTAINING A TOTAL OF 58,391 SQ. FT.
(1.34 A.C.) MORE OR LESS SHOWN SHADED.

COUNTY OF COOK LAGRANGE ILLINOIS

4-A-71

90058

**FIRST AMENDMENT TO LEASE AGREEMENT
BETWEEN METRA AND BN FOR LAGRANGE ROAD STATION
ADDING PLATFORMS AT STONE AVENUE STATION**

THIS FIRST AMENDMENT ("First Amendment") dated as of this 11th day of ^{November}~~October~~, 2001, is entered into by and between the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation (Metra) and The Burlington Northern and Santa Fe Railway Company, a Delaware corporation (BNSF) to amend and modify the original Lease Agreement ("**Agreement**") entered into on September 17, 1996, by and between Metra and BNSF, for real property located at Stone Avenue in LaGrange, Illinois along and adjacent to BNSF's line of railroad within the municipal boundaries of LaGrange, Illinois. To the extent that a provision or provisions of the Agreement are in conflict with a provision or provisions of this First Amendment, the provisions of this First Amendment shall take precedence and control. BNSF and Metra are hereinafter sometimes jointly referred to as the "**Parties.**"

NOW THEREFORE, for and in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, BNSF and Metra, agree as follows:

1. Add the following after the last "**WHEREAS**":

WHEREAS, Metra also desires to lease from BNSF and BNSF also desires to lease to Metra certain real property described on Exhibit "C" attached to and made a part of this Agreement together with the structures and improvements thereon including without limitation canopies, canopy structures, platforms and other ancillary commuter station improvements, which will also be collectively included in the definition of "**Premises**", and

WHEREAS, BNSF is a common carrier by railroad serving LaGrange, Illinois with a mass transit rail commuter service to and from Chicago and other communities along its line. Suburban passengers park their cars in commuter parking lots and board and disembark from BNSF's trains from a station area located near Stone Avenue ("**Stone Avenue Station**") in the LaGrange, Illinois downtown area; and

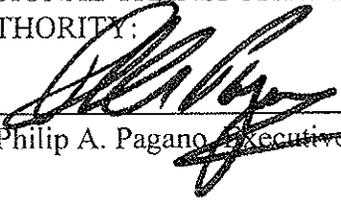
WHEREAS, Metra desires to take over the maintenance and operation of the Stone Avenue Station platforms, canopies and canopy structures".

2. Capitalized terms, not otherwise defined herein, shall have the same meanings ascribed to them in the Agreement. Except as modified by this First Amendment, the remaining terms, covenants and provisions of the Agreement shall remain in full force and effect.

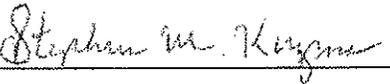
4-A-72

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first written above.

COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION
AUTHORITY;

By: 
Philip A. Pagano, Executive Director

THE BURLINGTON NORTHERN
AND SANTA FE RAILWAY
COMPANY:

By: 
Its: DIRECTOR - REAL ESTATE

ATTEST:

By: _____
Assistant Secretary

By: 

Approved as to form 11/27/01


EXHIBIT C

The Parcel of land to be leased includes all BNSF non-ballasted right of way located in the Village of LaGrange, Illinois between Brainard Avenue and Waiola Avenue, excluding the land underneath the depot building and that property already under lease to the Village of LaGrange under agreement 201,691 and 201,137, as amended.

In the drawing following, the property between Brainard Avenue and Waiola Avenue already under lease to the Village of LaGrange is shown in black.

4-A-75

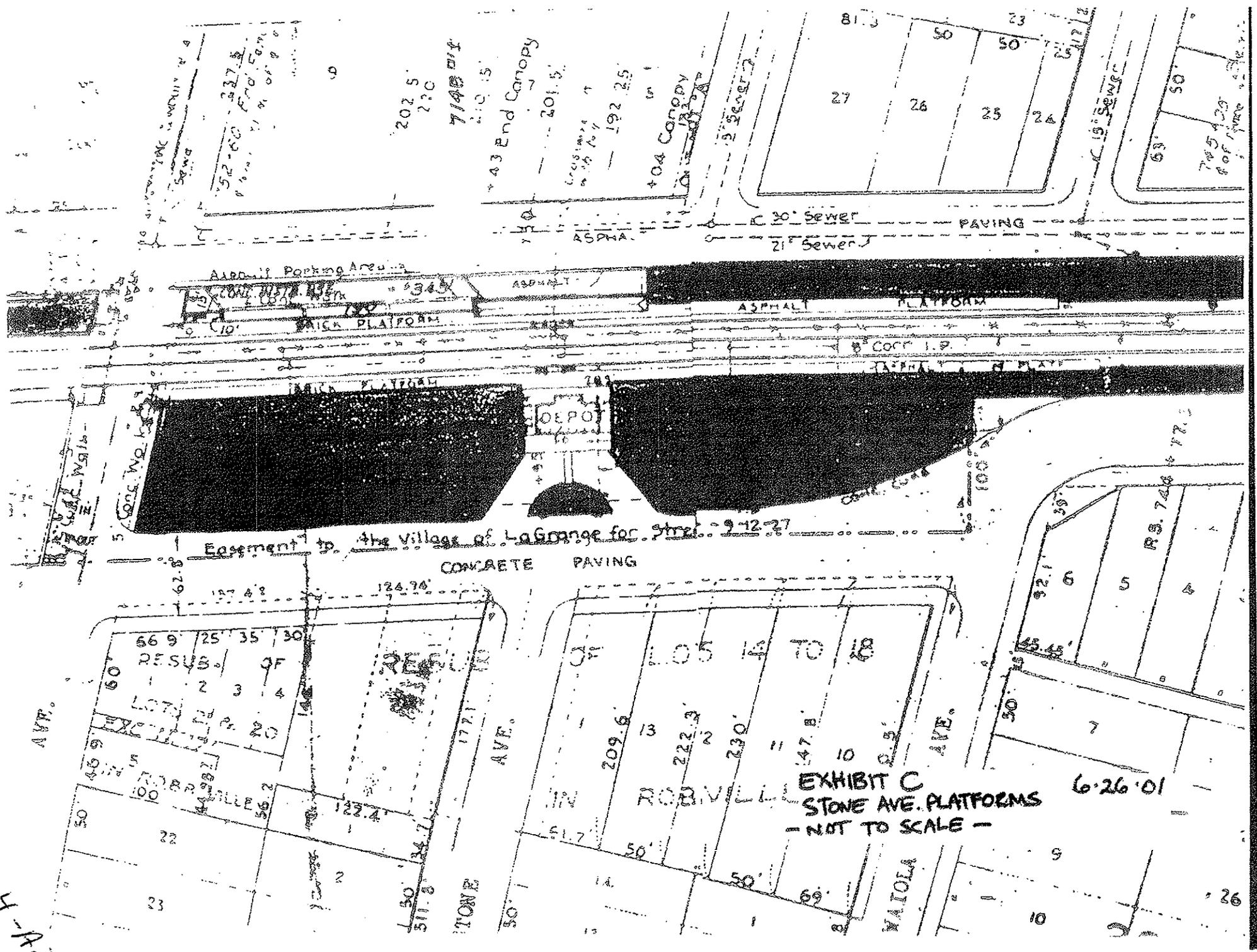


EXHIBIT C
STONE AVE. PLATFORMS
 - NOT TO SCALE -
 6-26-01

RED background
WHITE lettering
(Italics)

18"

**FEDERAL TRANSIT
ADMINISTRATION PROJECT**

WHITE background
BLUE lettering

16"

Metra

4'0"

BLUE background
WHITE lettering

16"

Improvements Sponsored by:

Northeast Illinois Regional Commuter Railroad Corporation, D/B/A Metra

U.S. Department of Transportation (FTA)

Regional Transportation Authority (RTA)

Federal Project No.

RTA Project No.



1'0"

7'0"

7'0"

1'0"

EXHIBIT "D"

Lettering: Futura Bold Italic (top)
Futura Bold (center)
Futura Demi Bold (bottom)

RTA Logo: Black circle, reversed
white letters

4-A-76

EXHIBIT "D"
(Page Two)

PROJECT SIGNS

1. One sign shall be erected at each major entrance to the project for maximum public identification of the work, and shall be maintained in good condition until completion of the project. Upon project completion, the signs shall be removed.
2. Signs are to be cut from standard 4' X 8' waterproof plywood sheets, or other suitable material, and shall meet the design standards shown in the drawing attached. The supports for the signs shall be furnished by the contractor and approved by the engineer.
3. The sign may be varied to meet special requirements of the situation, but proportions shall be maintained.
4. The center white panel will indicate briefly the nature of the project, such as "DEERFIELD COMMUTER RAIL STATION REHABILITATION". Copy should be limited to two lines if possible.
5. No information shall be included on the project signs except that stipulated in the above paragraphs or the drawing.
6. Lettering and colors: Lettering and colors should have a minimum life of five years.
7. Back of sign to be painted white and edges to be painted white.
8. Notify Metra for inspection before shipment.
9. Signs to have face protection for shipment.
10. Signs will be promptly replaced or repaired, at no additional cost to Metra, if it is damaged, vandalized or stolen.

Contract
Between The Village Of La Grange
And Legat Architects
For Architecture, Landscape Architecture, and
Professional Engineering Design Services
For the Stone Avenue Rehabilitation Project - Phases 2 and 3

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Contract
Between The Village Of La Grange
Legat Architects
For Architecture, Landscape Architecture, and
Professional Engineering Design Services
For the Stone Avenue Train Station Rehabilitation Project - Phases 2 and 3

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Contract
Between The Village Of La Grange
And Legat Architects
For Architecture, Landscape Architecture, and
Professional Engineering Design Services
For the Stone Avenue Train Station Rehabilitation Project - Phases 2 and 3

This contract (the “*Contract*”) is dated as of September ____, 2011 (the “*Effective Date*”) and is by and between the Village of La Grange (the “*Village*”) and Legat Architects (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 services described in the “Proposal For Professional Design Services—Phase 2 and Phase 3” dated August 31, 2011, attached to and by this reference incorporated into this Contract as Attachment A (the “*Services*”). In the event of any conflict between (a) any term or provision of Attachment A, of any attachment or exhibit to Attachment A, or of any document referred to in Attachment A including without limitation any AIA document and (b) any term or provision of this Contract, the term or provision of this Contract shall apply and control.

1.3 Project Time. The Services will be performed according to the schedule set forth in Attachment A to this Contract (“*Project Schedule*”). The Services related to Phase 2—Design and Engineering described in Attachment A will be completed within three to four months after the date on which the Village authorizes the Consultant to proceed with performance of the Services or such other date as is mutually determined in writing by the parties (the “*Completion Date*”).

1.4 Term; Extensions. This Contract commences on the Effective Date and terminates on the date of final acceptance by the Village of the Services 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.

1.5 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.

1.6 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 amounts described in Attachment A. 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 Grant Funding. The Consultant understands that the Stone Avenue Train Station Rehabilitation Project is being funded entirely through two grants totaling \$1,085,000. The Consultant is providing Services relating to the administration of those grants including among other things preparation of all paperwork required under the terms of the grants for the Village to receive payouts of grant funds. If grant funds are unavailable for any reason, then no funds will be available for the project or the Services.

2.8 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 written designation, the Village's representative will be the Village Manager or his designee. 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 review reports, documents, data, and all other information presented by the Consultant as appropriate.

(g) 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.

(h) 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.

(i) To attend meetings related to the Services.

(j) 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 B. 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 delay, 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 insured 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.

(j) 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 insured 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 insured under its policies or must furnish separate certificates and endorsements for each sub-consultant. All coverage for sub-consultants 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 be 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 have 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 may 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
Village Manager
53 S. La Grange Road
La Grange, Illinois 60525

If to the Consultant:

Legat Architects
2015 Spring Road, Suite 175
Oak Brook, Illinois 60523
Attn: Marc Rohde

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, Supplemental Terms. 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 and in particular, but not limited to, the supplemental terms attached to this Contract as Attachment C ("*Supplemental Terms*"). In the event of a conflict between any term or provision of this Contract and any Supplemental Term, the Supplemental Term will prevail. 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 or violation of any Supplemental Term.

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

By: _____

Name: _____

Title: _____

LEGAT ARCHITECTS

By: _____

Name: _____

Title: _____

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ATTACHMENT A

SCOPE OF SERVICES

August 31, 2011

VIA e-mail

Ms. Andrianna Peterson
Assistant Village Manager
Village of La Grange
53 South La Grange Road
La Grange, IL 60525

Re: **Village of La Grange – Stone Avenue Train Station Rehabilitation Project**
Proposal for Professional Design Services – Phase 2 and Phase 3
Architect's Project Number: 21025.BD

Dear Ms. Peterson:

In March of 2008, Legat Architects was selected to provide architectural, landscape architecture, and professional engineering design services for the Stone Avenue Train Station Rehabilitation Project. At that time, our scope of work was limited to what was titled Phase 1 - Assessment, Programming and Conceptual Design. That phase has been completed. At this time, we are pleased to provide this proposal for Phase 2 – Design, and Phase 3 – Construction Administration Services for the project. A detailed summary of the work involved in each phase is as follows:

ARCHITECT'S AND ENGINEER'S SCOPE OF SERVICES

Grant Administration:

It is understood that the Village of La Grange will be receiving two grants totaling \$1,085,000. Grant #1 is for \$385,000 and is through the West Suburban Mass Transit District and administered by Metra. Grant #2 is for \$700,000, is provided from the FTA, and administered through Metra. Working with the Village and the General Contractor, we will collect, prepare and submit all required grant paperwork throughout the design and construction phases. Legat has made an initial review of the documentation and reporting requirements for the grants. Working with the General Contractor, Village staff, and Metra we will develop an action plan and timeline for collection and submittal of all grant related paperwork. We will prepare all necessary submittals and ensure that the required submittal deadlines are met.

Phase 2 – Detailed Design and Engineering

For all work in this phase, we will follow the detailed steps as outlined in the American Institute of Architects Document B151, Abbreviated Standard Form of Agreement between Owner and Architect. A brief summary of each phase is described below.

Schematic Design and Design Development Phases:

Schematic design will develop the conceptual design scheme completed in Phase 1, and design development will provide additional detail, which will describe the scope and character of the project. If requested, we will make

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Ms. Andrianna Peterson
Village of La Grange
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presentations to the Village Board and community groups as mutually agreed upon by the Village and Legat Architects. The purpose of these meetings is to present the project to the community, listen to input, and make revisions to the project if directed by the Village Board. A total of four (4) input meetings are planned. If additional meetings are needed, they will be invoiced at our standard hourly rates.

At the end of the schematic design and design development phases, the Design Team will prepare design drawings, outline specifications, project budget and schedule that illustrate the agreed-upon, signed approvals from the Village of La Grange for continuation to the next phase.

The scope of work will include: final design development documents and preparation of drawings.

During the schematic design and design development phases, Legat Architects will coordinate the entire Design Team's efforts in preparing drawings, cost estimates and schedules that respond to the scope of work identified at the completion of Phase 1. The following consultants will be provided as part of our Basic Services:

- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Fire Protection Engineering
- Structural Engineering
- Landscape Architecture

Other specialty consultants that might be required but are not part of Basic Services are as follows:

- Civil Engineering
- Geotechnical Engineering
- Environmental Consulting
- Detailed Cost Estimating

We understand that the Village will use their own in house engineering staff for civil engineering work. Geotechnical engineering and environmental consulting is always hired directly by the client, and we will assist in that selection process as needed. Finally, multiple detailed cost estimates were provided during the Phase 1 process, and it is the final estimate that is serving as the budget for this project. If additional cost estimating is needed for Phase 2 and 3, we will bring on the services of a cost estimating consultant as a reimbursable to the project.

Construction Documents Phase:

All Design Team members will be involved in the development of the construction documents that will be used for the bidding and construction of the proposed Stone Avenue Station project. Each consultant's project manager will be

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responsible for the production of their drawings, specifications, coordination with other disciplines, and quality control of their own work. Periodic review meetings will be held with the Village staff to review the progress of the construction documents, and to verify project schedule target dates are met.

Throughout all phases, Legat Architects, as part of their quality control methods, will review the documents to verify code conformance, (including federal, state, Metra, and railroad requirements) clarity of the documents, and to coordinate the efforts of the entire Design Team. When the construction documents are complete, the project will be issued for bidding to General Contractors.

The scope of work will include: drawings and specifications and associated documents required for competitive bidding and construction.

All grant related compliance items such as Buy America requirements, Davis Bacon compliance, etc. will be included in these documents.

Bidding and Negotiation Phase:

Legat Architects will assist the Village during the bidding and negotiation phase. The project will be bid in one complete package by General Contractors. If the Village desires to pre-qualify contractors as part of the specifications, that will be included in the project. If the Village desires to undertake a separate prequalification process, Legat Architects will provide services as needed on an hourly rate schedule.

At the end of the bidding period, we will make recommendations as to the award of a contract for a General Contractor.

Phase 3 – Construction Administration

Construction Administration Phase:

Legat Architects will coordinate the Design Team's efforts and provide construction administration services through the entire construction phase, including punch lists and project closeout. We will attend job meetings every week, and will request the consultants attend on an as-needed basis as required. During the closeout process, we will assemble project record documents, as-built drawings, warranty information, closeout documents, and operations and maintenance manuals. The entire Design Team will create punch lists of incomplete work and issue to the contractors, and reinspect until all work is completed.

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Ms. Andrianna Peterson
Village of La Grange
Proposal for Professional Design Services
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During the course of the project, we will act as the Owner's Representative to monitor and coordinate the progress of the work. All Project Management work will be coordinated with Grant Documentation and Reporting outlined above. Weekly progress meetings will be held.

Design intent of the Construction Drawings will be clarified as required. All shop drawings and sample submittals shall be reviewed prior to installation, and redistributed with appropriate comments.

Legat will perform a review of construction progress relative to target completion dates and the published construction schedule prepared by the General Contractor at weekly on-site construction meetings. Schedule deficiencies will be noted and Legat will work with the General Contractor to develop strategies for meeting target dates. Where construction progress is dependent on product selections or decisions from the owner, Legat will notify the Village of the requirement and endeavor to ensure timely resolution.

Routine site visits shall be made during the course of construction and on an as needed basis. The General Contractor shall arrange meetings based on project schedule milestones.

COMPENSATION – BASIC SERVICES

The proposed compensation for Phases 2 and 3 is based on a percentage of construction cost based on Legat Architects' standard fee scale. This fee is based on the completed Phase 1 estimate of construction cost. Our understanding is that the total project budget is \$1,085,000, including design and construction administration fees, so that would result in a percentage fee of 9.5% of construction cost. The cost of designing alternate bids will be included in the total cost at 80% of the fee if not built.

Phase 2 and 3 Compensation Rates

	Hourly Rates
Project Cost less than \$500,000:	
Project Cost \$500,000 to \$2,000,000:	9.5%
Project Cost \$2,000,000 to \$4,750,000:	8.75%
Project Cost \$4,750,000 to \$9,000,000:	8%
Project Cost \$9,000,000 and above:	7%

For any additional work desired above the Basic Services, we will provide the services based on our hourly rate schedule.

4-A.101

Ms. Andrianna Peterson
Village of La Grange
Proposal for Professional Design Services
August 31, 2011
Page 5 of 6

Grant Administration Compensation

The compensation for the Grant Administration portion of the project will be a Lump Sum of \$7,200.00.

COMPENSATION – ADDITIONAL SERVICES

If there is a need for Additional Services, these will be based on the hourly rates as described below:

The hourly rates for Legat Architects and the consultants are as follows:

Principal	\$200
Staff Architect	\$180
Associate Architect	\$115
Intern Architect	\$75
Clerical	\$55

REIMBURSABLE EXPENSES

1. Reasonable Reimbursable Expenses in addition to the Architect's compensation. These will be invoiced with a multiple of **one and fifteenth one hundredths (1.15)** times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project for items including the following:
 - .1 reproduction costs of drawings, specifications and reports; and,
 - .2 postage and handling of documents; and,
 - .3 renderings, models and mock-ups as requested by the Owner.
 - .4 specialty consultants identified on page 2 of this proposal; and,
 - .5 additional meetings other than identified in this proposal.

BILLING

Invoices for services rendered shall be submitted monthly.

SCHEDULE

The Architect will start once authorized to proceed and anticipates completing the project design within 3-4 months of the start date, or as determined mutually between Legat Architects and the Village.

4-A.102

Ms. Andrianna Peterson
Village of La Grange
Proposal for Professional Design Services
August 31, 2011
Page 6 of 6

ACCEPTANCE

This agreement is entered into, as of the date first written above, by the following signatories who are legally empowered and authorized to execute this Agreement.

Please return one signed copy of this agreement letter to our office today and keep one copy for your records. Please contact me at 630.645.1926 if you need any additional information.

Sincerely,



Marc Rohde, AIA, LEED AP
Project Manager

ACCEPTED: Village of La Grange

Name: _____

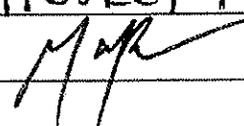
Title: _____

Signature: _____ Date: _____

ACCEPTED: Legat Architects

Name: MARC ROHDE, AIA, LEED AP

Title: PROJECT MANAGER

Signature:  Date: 8-31-11

Attachments: None

cc: Berry DeSimone, Legat Architects

File - A1

MCR/MR

4-A.103

ATTACHMENT B

SERVICES CHANGE ORDER

In accordance with Section 4.1 of the Contract dated _____, 201__ 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

Village Manager

Signature

Name (Printed or Typed)

Date

Date

If compensation change greater than \$2,000, then Village Manager signature required.

Village Manager

_____, 201__.
Date

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

Village President

_____, 201__.
Date

ATTACHMENT C

SUPPLEMENTAL TERMS

The Consultant must comply with all of the following Supplement Terms:

S1. Energy Conservation. Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

S2. Lobbying. Consultant and any sub-consultant who applies or bids for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Village. A signed disclosure in the following form must be submitted with each bid or offer exceeding \$100,000:

The undersigned [Consultant/Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The [Consultant/Contractor], _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.

S3. Access to Records. The following access to records requirements apply to this Contract:

(a) The Consultant agrees to provide the Village, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Consultant's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(b) Consultant agrees to provide the Village, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Consultant's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

(c) The Consultant shall make available records related to this contract to the Village, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(d) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(e) The Consultant agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until the Village, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(f) FTA does not require the inclusion of these requirements in subcontracts.

S4. Federal Changes. Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this Contract, as they may be amended or promulgated from time to time during the term of this Contract. Consultant's failure to so comply shall constitute a material breach of this contract.

S5. Clean Air.

(a) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Consultant agrees to report each violation to the Village and understands and agrees that the Village will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

S6. No Government Obligation by the Federal Government.

(a) The Village and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Village, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-consultant who will be subject to its provisions.

S7. Program Fraud and False or Fraudulent Statements or Related Acts.

(a) The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

(b) The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

(c) The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-consultant who will be subject to the provisions.

S8. Suspension and Debarment. This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the FTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the FTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

S9. Civil Rights.

(a) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying Contract:

(i) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal

Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(ii) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(iii) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(c) The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

S10. Disadvantaged Business Enterprises.

(a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%.

(b) The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the FTA deems appropriate. Each subcontract the Consultant signs with a sub-consultant must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(c) The Consultant will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(d) The Consultant is required to pay its sub-consultants performing work related to this contract for satisfactory performance of that work no later than 30 days after the Consultant's receipt of payment for that work from the Village or the FTA.

(e) The Consultant must promptly notify the FTA whenever a DBE sub-consultant performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE sub-consultant to perform at least the same amount of work. The contractor may not terminate any DBE sub-consultant and perform that work through its own forces or those of an affiliate without prior written consent of the FTA.

S11. Incorporation of FTA Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Village requests which would cause Village to be in violation of the FTA terms and conditions.

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Village of La Grange



VILLAGE BOARD MEETING

MONDAY, SEPTEMBER 26, 2011

7:30 p.m.

BOOK 2 of 2

Village Hall Auditorium

53 S. La Grange Road

La Grange, IL 60525

Elizabeth M. Asperger
Village President

Thomas Morsch
Village Clerk

VILLAGE OF LA GRANGE
Community Development Department

BOARD REPORT

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

FROM: Robert J. Pilipiszyn, Village Manager
Patrick D. Benjamin, Community Development Director
Sylvia Gonzalez, Staff Liaison

DATE: September 26, 2011

RE: **ORDINANCE – DESIGN REVIEW PERMIT (DRP) #82, 19 SOUTH
LA GRANGE ROAD, RANDY & KATHLEEN VALENTA**

Guy Thomas Pittman, Architect, together with property owner Randy Valenta, appeared before the Design Review Commission at their meeting of August 24, 2011, seeking a Design Review Permit for the property at 19 South La Grange Road.

Mr. Pittman made the presentation stating that the property owners are proposing the addition of an elevator and a two-car garage to the rear of their commercial property. It is the property owners' intention to convert the second story office space to a residential unit including an in-law unit and the addition of the elevator and garage is intended to provide access to the new second floor residence. Mr. Pittman further stated that the proposed improvements to the property would add a residential feel with pedestrian emphasis to the alley.

After questions and comments by the Commissioners, the Design Review Commission voted unanimously to recommend approval of Design Review Permit #82 to the Village Board.

Accordingly, staff has prepared the necessary ordinance approving Design Review Permit #82 for the property at 19 South La Grange Road for your consideration.

4-B

ORDINANCE NO. O-11-

AN ORDINANCE GRANTING A DESIGN REVIEW PERMIT FOR
19 SOUTH LA GRANGE ROAD

PASSED BY THE BOARD OF TRUSTEES
OF THE VILLAGE OF LA GRANGE

THIS _____ DAY OF _____, 2011.

Published in pamphlet form by authority of the Board of Trustees of the Village of La Grange, County of Cook, State of Illinois this _____ day of _____, 2011.

WHEREAS, Randy and Kathleen Valenta have filed an application with the Village of La Grange seeking a Design Review Permit to remodel the rear facade of the property commonly known as 19 South La Grange Road, in the Village; and

WHEREAS, the La Grange Design Review Commission held a public meeting on August 24, 2011 to consider the applicants' request for a Design Review Permit; and

WHEREAS, the President and Board of Trustees have considered the applicants' proposal, and are fully advised in the premises; and

WHEREAS, the President and Board of Trustees of the Village of La Grange have authority to issue a Design Review Permit for a facade renovation of a building in a Design Review Overlay District requested by the applicant, pursuant to the applicable provisions of the Illinois Municipal Code and Article 14-403 of the La Grange Zoning Code; and

WHEREAS, the President and Board of Trustees have determined that the applicants have satisfied the standards for a Design Review Permit and that a Design Review Permit should be granted;

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 incorporated herein as findings of the President and Board of Trustees.

SECTION 2. GRANTING OF DESIGN REVIEW PERMIT. The Board of Trustees acting under and by virtue of the authority conferred on it by the laws of the State of Illinois and by Section 14-403 of the La Grange Zoning Code, does hereby grant a Design Review Permit to the applicants to remodel the building on the subject property in strict compliance with plans and specifications for such remodeling attached to this Ordinance as Exhibit 1 and by this reference incorporated into this Ordinance.

4-18-1

**SECTION 3. FAILURE TO COMPLY WITH PLANS AND SPECIFICATIONS
REVOCATION OF PERMIT.** Any failure or refusal of the Applicants to comply with any one of the plans and specifications or provisions of this Ordinance, shall be grounds for the immediate revocation by the Board of Trustees, of the Design Review Permit granted in Section 2 of this Ordinance. In the event of any such revocation, the Design Review Permit shall immediately become null and void and work authorized thereby shall cease and desist immediately.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form for review at the La Grange Village Offices and the La Grange Public Library.

ADOPTED this _____ day of _____, 2011, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2011.

Elizabeth Asperger, Village President

ATTEST:

Thomas Morsch, Village Clerk

4-B.2

shall
ally

a Grange
J. La Grange, IL 60525
520 Fax (708)579-0980

DESIGN REVIEW PERMIT APPLICATION

Case No.: 82
Date Submitted: 7/25/11
UARCO No.: 91967

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

Application is hereby made by (Please Print): RANDY & KAREN VALENIA
Address: 945 S. La Grange Rd Apt 2E LG Phone: 630 640 3863 (Randy)
Owner of property located at: 19 SOUTH LAGRANGE RD
Permanent Real Estate Index No.: 18-04-214-031-0000
Present Use: RETAIL and OFFICE Present Zoning Class: C-1 CENTRAL COMMERCIAL

PLAT OF SURVEY must be submitted with application. The plat should show any existing buildings on the petitioned property as well as any existing buildings on property immediately adjacent.

The applicant must provide the following DATA AND INFORMATION:

1. Detailed plans depicting all work proposed to be done, including detailed renderings of any exterior alterations and of the exterior of any proposed new building. Such rendering shall show proposed exterior colors and textures.
2. Standards and Considerations. State how the proposed use or development achieves the purposes for which the Design Review District is designated.

THE EXISTING FRONT OF THE BUILDING IS NOT CHANGING; THE EXISTING PROPORTIONS OF WINDOWS & SOLIDS, TEXTURES and SYMMETRY ARE EXCELLENT. THE ADDITION OF ELEVATOR and GARAGE @ REAR PROVIDE ACCESS TO THE NEW RESIDENCE ABOVE ADDING RESIDENTIAL TO THE DOWNTOWN DOVERTAILS W/ PEDESTRIAN EMPHASIS.

3. Visual Compatibility. New and existing buildings and structures, and appurtenances thereof, which are constructed, reconstructed, materially altered, repaired, or moved shall be visually compatible in terms of the following criteria:
 - a. Height. The height of the proposed buildings and structures shall be visually compatible with adjacent buildings.
 - b. Proportion of Front Facade. The relationship of the width to the height of the front elevation shall be visually compatible with buildings, public ways, and places to which it is visually related.
 - c. Proportion of Openings. The relationship of the width to height of windows shall be visually compatible with buildings, public ways, and place to which the building is visually related.
 - d. Rhythm of Solids to Voids in front Facades. The relationship of solids to voids in the front facade of a building shall be visually compatible with buildings, public ways, and places to which it is visually related.
 - e. Rhythm of Spacing and Buildings on Streets. The relationship of a building or structure to the open space between it and adjoining buildings or structures shall be visually compatible with the buildings, public ways, and places to which it is visually related.
 - f. Rhythm of Entrance Porch and Other Projections. The relationship of entrances to other projections to sidewalks shall be visually compatible with the buildings, public ways, and places to which it is visually related.

4-B.3

- g. Relationship of Materials, Texture and Color. The relationship of the materials, texture, and color of the facade, be visually compatible with the predominant materials used in the buildings and structure to which it is visually related.
- h. Roof Shapes. The roof shape of a building shall be visually compatible with the building to which it is visually related.
- i. Walls of Continuity. Building facade and appurtenances such as walls, fences, and landscape masses shall, when it is a characteristic of the area, form cohesive walls of enclosure along a street to ensure visual compatibility with the buildings, public ways, and places to which such elements are visually related.
- j. Scale of Building. The size and mass of buildings and structures in relation to open spaces, windows, door openings, porches, and balconies, shall be visually compatible with the buildings, public ways, and places to which they are visually related.
- k. Directional Expression of Front Elevation. A building shall be visually compatible with the buildings, public ways, and places to which it is visually related in this directional character, whether this be vertical character, horizontal character, or non-directional character.
4. Quality of Design and Site Development. New and existing buildings and structures and appurtenances thereof which are constructed, reconstructed, materially altered, repaired, or moved shall be evaluated under the following quality of design and site development criteria:
- a. Open Spaces The quality of the open spaces between buildings and in setback spaces between street and facade.
- b. Materials The quality of materials and their relationship to those in existing adjacent structures.
- c. General Design The quality of the design in general and its relationship to the overall character of the neighborhood.
- d. General Site Development The quality of the site development in terms of landscaping, recreation, pedestrian access, automobile access, parking, servicing of the property, and impact on vehicular traffic patterns and conditions on site and in the vicinity of the site, and the retention of trees and shrubs to the maximum extent possible.

NOTICE: This application must be filed with the office of the Community Development Director together with the following:

- **Filing fee of Two Hundred Dollars (\$200), which is non-refundable;**
- **Current photo of property;**
- **Visual proposal depicting final plan, including but not limited to detailed renderings of any exterior alterations. Such rendering shall show proposed exterior colors and textures. (In some cases architectural drawing may be required);**
- **Material samples, including but not limited to, paint, wood finish, stone, brick, fabric for awnings, etc;**

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

4-B:4

I, 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) do hereby certify that the above statements are true and correct to the best of my knowledge.

Keith A. Valente 945 S. Lorraine ^{40+2E} Rd Lh 60525 (Signature of Owner or Contract Purchaser) (Address)

ILLINOIS 60525 (State) (Zip Code) (City)

Subscribed and sworn to before me this 23rd day of July, 2011

Sue A. Quigley
(Notary Public)

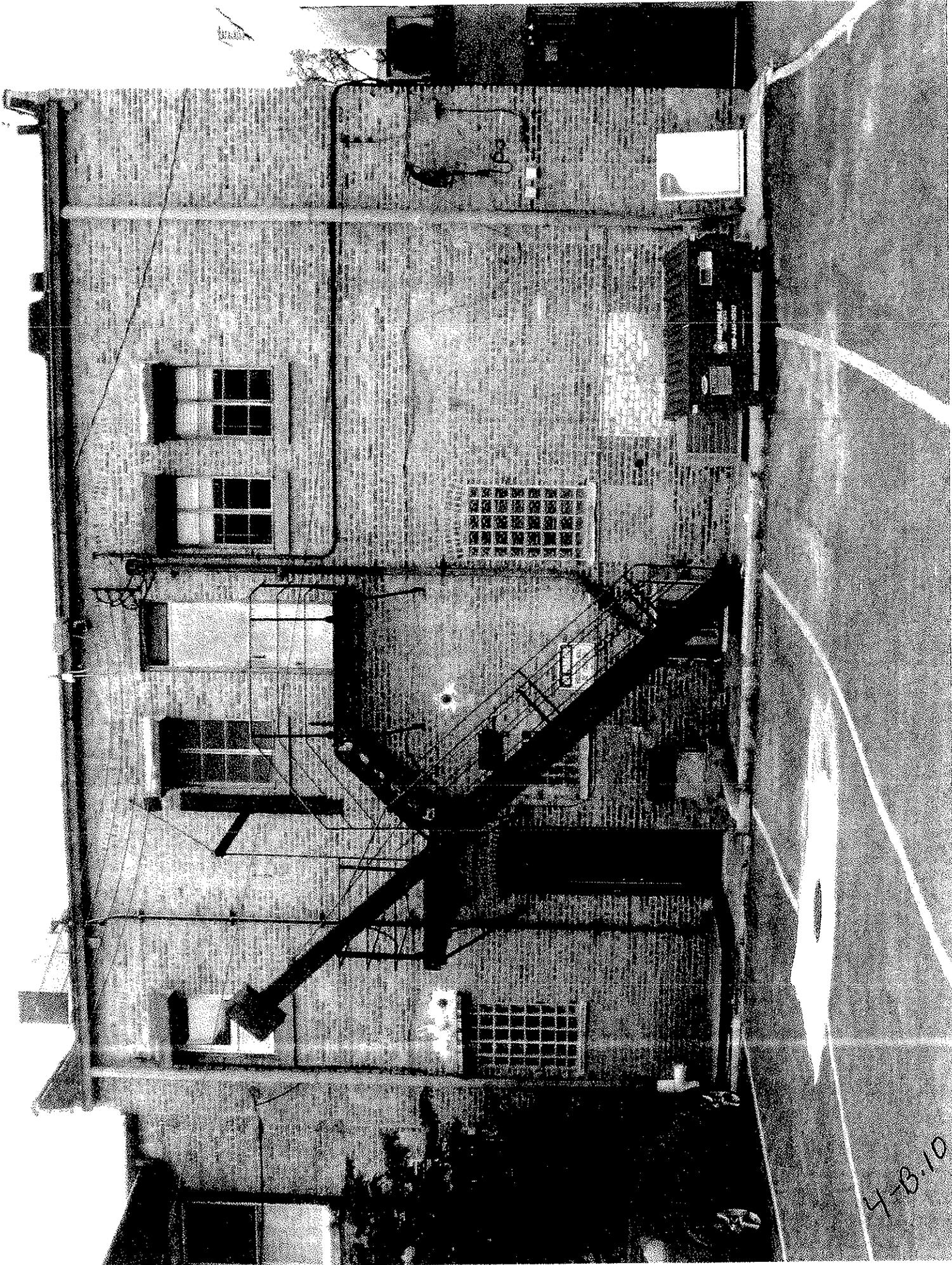


Enclosures: _____

4-B-5



4-B.9



4-B-10

MINUTES

Design Review Commission of the
Village of La Grange
August 24, 2011

I. CALL TO ORDER AND ROLL CALL:

A meeting of the Design Review Commission was held on August 24, 2011 in the lower level conference room of the Village Hall, 53 South La Grange Road, La Grange, IL and was convened at 7:30 p.m. by Chairperson Andrea Barnish.

Present: (and constituting a quorum): Commissioners McClinton, Thuma, Reardon, and Vizek with Chairperson Andrea Barnish presiding.

Absent: Commissioners Ozer and Pavelka.

Also Present: Guy Thomas Pittman, Architect, Randy Valenta, Randy King, Architect, Shabir Moosabhoy and Sylvia Gonzalez, Staff Liaison.

II. APPROVAL OF MINUTES:

On motion by Commissioner McClinton second by Commissioner Reardon the Minutes of the February 9, 2011, Design Review Commission meeting were approved as typed and distributed.

III. BUSINESS AT HAND:

DRP #82 DESIGN REVIEW PERMIT FOR 19 SOUTH LA GRANGE ROAD, RANDY & KATHLEEN VALENTA, PROPERTY OWNERS

Guy Thomas Pittman, Architect, together with property owner Randy Valenta, appeared before the Design Review Commission seeking a Design Review Permit for the property at 19 South La Grange Road.

Mr. Pittman made the presentation stating that the property owners are proposing the addition of an elevator and a two-car garage to the rear of their commercial property. It is the property owners' intention to convert the second story office space to a residential unit including an in-law unit and the addition of the elevator and garage is intended to provide access to the new second floor residence.

Mr. Pittman proceeded to inform the Commissioner that the height and size of the elevator will be kept to a minimum. He stated that the second story of the elevator will line up with the entrance into the second story residence. He indicated that a sloped roof for the elevator had been chosen because it sheds water and snow better and also to get away from the "boxy" look. Mr. Pittman stated that the materials chosen would compliment what is existing. He also stated that planter boxes and a lattice would be installed at the roof deck in an effort to add a softer edge to the top of the building.

4-B.11

Mr. Pittman further stated that the proposed improvements to the property would add a residential feel with pedestrian emphasis to an otherwise boring alley.

Chairperson Barnish stated that she was concerned with the elevator roof line being too residential for a commercial building.

Commissioner Thuma stated that he liked the added residential look to the alley. He further stated that a flat roof is too plain and this would add some contrast.

Commissioner Reardon stated he liked the sloping roof, especially the side view of it. He further stated that looking at the “big picture” with the removal of the fire escape the alley will seem much cleaner.

Commissioner McClinton stated she was not too comfortable with the pitch of the roof.

Commissioner Reardon stated that the proposed pitch of the roof slightly resembles a clock tower, which he likes.

Commissioner Thuma questioned if the owners considered not using glass block on the side of the second and third floors of the building, but rather match the front windows.

Mr. Pittman stated that property owners chose glass block windows for privacy and it also allows natural light to come through.

Commissioner Thuma questioned what type of material the lattice at the roof deck would be.

Mr. Pittman stated the lattice would be plastic.

There being no questions or comments by the Commissioners, on motion by Commissioner Reardon and second by Commissioner Vizek the Design Review Commission voted unanimously that Design Review Permit #82 be recommended for approval by the Village Board of Trustees.

DRP #83, DESIGN REVIEW PERMIT FOR 26 EAST BURLINGTON, AMMAR MOOSABHOY (IMPACT ARCHITECTURAL SIGNS)

Randy King, Architect, together with property owner Shabir Moosabhoy, appeared before the Design Review Commission seeking a Design Review Permit for the property at 26 East Burlington.

Mr. King made the presentation stating that the applicant recently purchased the subject property and further informed the Commissioners that this property was formerly occupied by the Lamp Shader and had been vacant for the past four years. He proceeded to inform the Commissioners that it was Mr. Moosabhoy's intention to bring his business, Impact Architectural Signs, to this location.

4-13.12

He further informed the Commissioners that the rear of this building used to be a gas station. He stated that the rear of the building consists of decomposing brick and painted terracotta, which they intend to remove and replace with new brick to match the existing. Mr. King stated that the boarded up windows in the rear of the building will be removed and replaced with glass block and the roof, gutters and downspouts will be redone and the overhead door at the rear of the building, necessary to take signage in and out of the building, would be replaced with a new one.

Mr. King also informed the Commissioners that three new windows and a matching door will be installed to the front elevation of the building creating a store front adding rhythm and balance. He also stated that flat architectural bronze awnings will be installed above the windows intended to add some depth.

Mr. King stated that in addition to improving the appearance of the property, the proposed renovation would add “expression” to a corner that somewhat appears as one of the Village’s gateways.

Commissioner Reardon stated that the proposed improvements look great.

Commissioner Thuma asked if the underside of the awnings and the decorative rods would be black.

Mr. King stated that the underside of the awnings and the rods would be black.

Commissioner McClinton questioned what would be done with the parking lot.

Mr. King stated that the lot would be resurfaced and striped.

There being no questions or comments by the Commissioners, on motion by Commissioner Reardon and second by Commissioner McClinton the Design Review Commission voted unanimously that Design Review Permit #83 be recommended for approval by the Village Board of Trustees.

IV. NEW BUSINESS

None.

V. OLD BUSINESS

PROPOSED PUBLIC ART COMMISSION

Chairperson Barnish proceeded to update the Commissioners on the progress of the draft master plan.

4-13.13

VI. ADJOURNMENT:

There being nothing further to come before the Design Review Commission, on motion by Commissioner Reardon and second by Commissioner Vizek, the Design Review Commission meeting of August 24, 2011, was adjourned at 8:27 p.m.

Respectfully Submitted:

Sylvia Gonzalez, Staff Liaison

4-13.14

VILLAGE OF LA GRANGE
Community Development Department

BOARD REPORT

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

FROM: Robert J. Pilipiszyn, Village Manager
Patrick D. Benjamin, Community Development Director
Sylvia Gonzalez, Staff Liaison

DATE: September 26, 2011

RE: **ORDINANCE – DESIGN REVIEW PERMIT (DRP) #83, 26 EAST
BURLINGTON, AMMAR MOOSABHOY (IMPACT
ARCHITECTURAL SIGNS)**

Randy King, Architect, together with property owner Shabir Moosabhoy, appeared before the Design Review Commission at their meeting of August 24, 2011, seeking a Design Review Permit for the property at 26 East Burlington.

Mr. King made the presentation informing the Commissioners that this property, which was the former Lamp Shader and had been vacant for the past four years, was recently purchased by the applicant. It is the owner's intention to bring his business, Impact Architectural Signs, to this location.

The proposed renovations include, but are not limited to cleaning, tuckpointing and repairing of the brick, the addition of a raised/pitched roof, new windows and door, which will create a new architectural bronze storefront, and the installation of new awnings. Mr. King stated that in addition to improving the appearance of the property, the proposed renovation would add "expression" to a corner that somewhat appears as one of the Village's gateways.

After questions and comments by the Commissioners, the Design Review Commission voted unanimously to recommend approval of Design Review Permit #83 to the Village Board.

Accordingly, staff has prepared the necessary ordinance approving Design Review Permit #83 for the property at 26 East Burlington for your consideration.

4-C

ORDINANCE NO. O-11-

AN ORDINANCE GRANTING A DESIGN REVIEW PERMIT FOR
26 EAST BURLINGTON

PASSED BY THE BOARD OF TRUSTEES
OF THE VILLAGE OF LA GRANGE

THIS _____ DAY OF _____, 2011.

Published in pamphlet form by authority of the Board of Trustees of the Village of La Grange, County of Cook, State of Illinois this _____ day of _____, 2011.

WHEREAS, Ammar Moosabhoj has filed an application with the Village of La Grange seeking a Design Review Permit to remodel the rear facade of the property commonly known as 26 East Burlington, in the Village; and

WHEREAS, the La Grange Design Review Commission held a public meeting on August 24, 2011 to consider the applicant's request for a Design Review Permit; and

WHEREAS, the President and Board of Trustees have considered the applicant's proposal, and are fully advised in the premises; and

WHEREAS, the President and Board of Trustees of the Village of La Grange have authority to issue a Design Review Permit for a facade renovation of a building in a Design Review Overlay District requested by the applicant, pursuant to the applicable provisions of the Illinois Municipal Code and Article 14-403 of the La Grange Zoning Code; and

WHEREAS, the President and Board of Trustees have determined that the applicant has satisfied the standards for a Design Review Permit and that a Design Review Permit should be granted;

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 incorporated herein as findings of the President and Board of Trustees.

SECTION 2. GRANTING OF DESIGN REVIEW PERMIT. The Board of Trustees acting under and by virtue of the authority conferred on it by the laws of the State of Illinois and by Section 14-403 of the La Grange Zoning Code, does hereby grant a Design Review Permit to the applicants to remodel the building on the subject property in strict compliance with plans and specifications for such remodeling attached to this Ordinance as Exhibit 1 and by this reference incorporated into this Ordinance.

W-C-1

**SECTION 3. FAILURE TO COMPLY WITH PLANS AND SPECIFICATIONS
REVOCATION OF PERMIT.** Any failure or refusal of the Applicant to comply with any one of the plans and specifications or provisions of this Ordinance, shall be grounds for the immediate revocation by the Board of Trustees, of the Design Review Permit granted in Section 2 of this Ordinance. In the event of any such revocation, the Design Review Permit shall immediately become null and void and work authorized thereby shall cease and desist immediately.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form for review at the La Grange Village Offices and the La Grange Public Library.

ADOPTED this _____ day of _____, 2011, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2011.

Elizabeth Asperger, Village President

ATTEST:

Thomas Morsch, Village Clerk

4-C.2

DESIGN REVIEW PERMIT APPLICATION

Case No.: _____
Date Submitted: _____
UARCO No.: _____

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

Application is hereby made by (Please Print): IMPACT ARCHITECTURAL SHOPS
Address: 26 E. BURLINGTON AVE. LA GRANGE IL Phone: 708-492-0131
Owner of property located at 26 E. BURLINGTON AVE. LA GRANGE, IL 60525
Permanent Real Estate Index No.: 18-04-214-023-0000
Present Use: VACANT RETAIL Present Zoning Class: C-1

PLAT OF SURVEY must be submitted with application. The plat should show any existing buildings on the petitioned property as well as any existing buildings on property immediately adjacent.

The applicant must provide the following DATA AND INFORMATION:

1. Detailed plans depicting all work proposed to be done, including detailed renderings of any exterior alterations and of the exterior of any proposed new building. Such rendering shall show proposed exterior colors and textures.
2. Standards and Considerations. State how the proposed use or development achieves the purposes for which the Design Review District is designated.

THE NEW FACADE'S (EAST & NORTH) ADD DETAIL, SCALE, NEW OPENINGS
TEXTURE AND COLOR TO A VERY BLAND VACANT BUILDING. THE
DESIGN WILL HELP THIS BUILDING ADDRESS BOTH STREETS AND THE
TRAIN TRACKS.

3. Visual Compatibility. New and existing buildings and structures, and appurtenances thereof, which are constructed, reconstructed, materially altered, repaired, or moved shall be visually compatible in terms of the following criteria:
 - a. Height. The height of the proposed buildings and structures shall be visually compatible with adjacent buildings.
 - b. Proportion of Front Facade. The relationship of the width to the height of the front elevation shall be visually compatible with buildings, public ways, and places to which it is visually related.
 - c. Proportion of Openings. The relationship of the width to height of windows shall be visually compatible with buildings, public ways, and place to which the building is visually related.
 - d. Rhythm of Solids to Voids in front Facades. The relationship of solids to voids in the front facade of a building shall be visually compatible with buildings, public ways, and places to which it is visually related.
 - e. Rhythm of Spacing and Buildings on Streets. The relationship of a building or structure to the open space between it and adjoining buildings or structures shall be visually compatible with the buildings, public ways, and places to which it is visually related.
 - f. Rhythm of Entrance Porch and Other Projections. The relationship of entrances to other projections to sidewalks shall be visually compatible with the buildings, public ways, and places to which it is visually related.
 - g. Relationship of Materials, Texture and Color. The relationship of the materials, texture, and color of the facade shall be visually compatible with the predominant materials used in the buildings and structure to which it is visually related.

4-C.3

- 3(A). The existing low one story building façade is to be increased by three feet in height with a metal pitched roof across the North side and a portion of the East side which will align it with the existing building to the West. The northeast corner brick wall will be raised and have a metal hipped roof to help identify the entry and give the corner visual strength. The highest portion will still be under one 1 ½ stories tall.
- 3(B). The work listed above will help this building visually fit better on the block. The current structure is low and overwhelmed by Jackson Storage and I. S. LaGrange Road. It currently is the lowest building on the block.
- 3(C). There are currently only two smaller windows on the building facing the two streets. We have increased the size of these openings and added two additional large window groups. This helps this building be more inviting to the public (street) like the rest of the buildings nearby.
- 3(D). The new rhythm of solids to voids shall be greatly improved per the increase in windows as listed in 3(c).
- 3(E). There will be no change to the rhythm.
- 3(F). The entrance location shall not be changing. The new flat canopies shall project less (1'-0") over the sidewalk. The new canopies will also be mounted higher than most awnings and will not conflict with pedestrian traffic. There is a rhythm created by the windows and canopies.
- 3(G). The existing brown brick shall remain and be matched. The new canopy finish on the face and metal pitched roofs shall be aluminum in an architectural bronze color to match the new windows and doors. The support brackets shall be painted black. The back of the building (South) will have glass block panels to replace the old windows and doors and the common brick will be repainted to match the face brick.
- 3(H). The roof shape is currently a flat roof. The new pitched metal seam roof accents shall improve the building's visual quality and add depth and color.
- 3(I). The existing walls of continuity shall not change.
- 3(J). The size and mass of the building shall not change other than a slight increase in height.
- 3(K). The directional expression of the front elevations shall not change other than on the corner where we are adding a vertical expression to keep the building from being overlooked.
- 4(A). The quality of the open spaces between buildings shall not change.
- 4(B). The quality of materials and their relationships to adjacent structures shall improve. By adding the metal accents to highlight this building, it should not disappear into the background. The new materials will help this building hold the street view and give it enough importance to make it feel like it belongs. There is painted metal panel on the adjacent building.
- 4(C). This new design should help develop some character for this neighborhood and specifically this very open dull corner.
- 4(D). There is no change in the general site development.

- h. Roof Shapes. The roof shape of a building shall be visually compatible with the building to which it is visually related.
 - i. Walls of Continuity. Building facade and appurtenances such as walls, fences, and landscape masses shall, when it is a characteristic of the area, form cohesive walls of enclosure along a street to ensure visual compatibility with the buildings, public ways, and places to which such elements are visually related.
 - j. Scale of Building. The size and mass of buildings and structures in relation to open spaces, windows, door openings, porches, and balconies, shall be visually compatible with the buildings, public ways, and places to which they are visually related.
 - k. Directional Expression of Front Elevation. A building shall be visually compatible with the buildings, public ways, and places to which it is visually related in this directional character, whether this be vertical character, horizontal character, or non-directional character.
4. Quality of Design and Site Development. New and existing buildings and structures and appurtenances thereof which are constructed, reconstructed, materially altered, repaired, or moved shall be evaluated under the following quality of design and site development criteria:
- a. Open Spaces The quality of the open spaces between buildings and in setback spaces between street and facade.
 - b. Materials The quality of materials and their relationship to those in existing adjacent structures.
 - c. General Design The quality of the design in general and its relationship to the overall character of the neighborhood.
 - d. General Site Development The quality of the site development in terms of landscaping, recreation, pedestrian access, automobile access, parking, servicing of the property, and impact on vehicular traffic patterns and conditions on site and in the vicinity of the site, and the retention of trees and shrubs to the maximum extent possible.

NOTICE: This application must be filed with the office of the Community Development Director, accompanied by necessary data called for above and the required filing fee of Two Hundred Dollars (\$200), which is non-refundable.

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

4-C-5

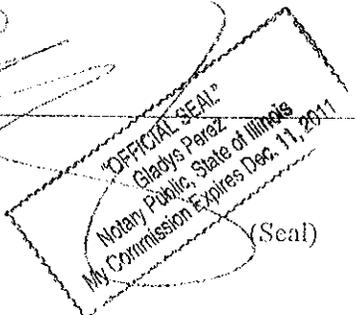
I, undersigned, do hereby certify that I am the owner, or contract purchaser (evidence of title or other interest you have in the subject property, date of acquisition of such interest, and the specific nature of such interest must be submitted with application) do hereby certify that the above statements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

AMMAR MOOSASHOY (Signature of Owner or Contract Purchaser) 2215 S. WOLF RD. (Address)

HILLSIDE, IL, 60162 (City) (State) (Zip Code)

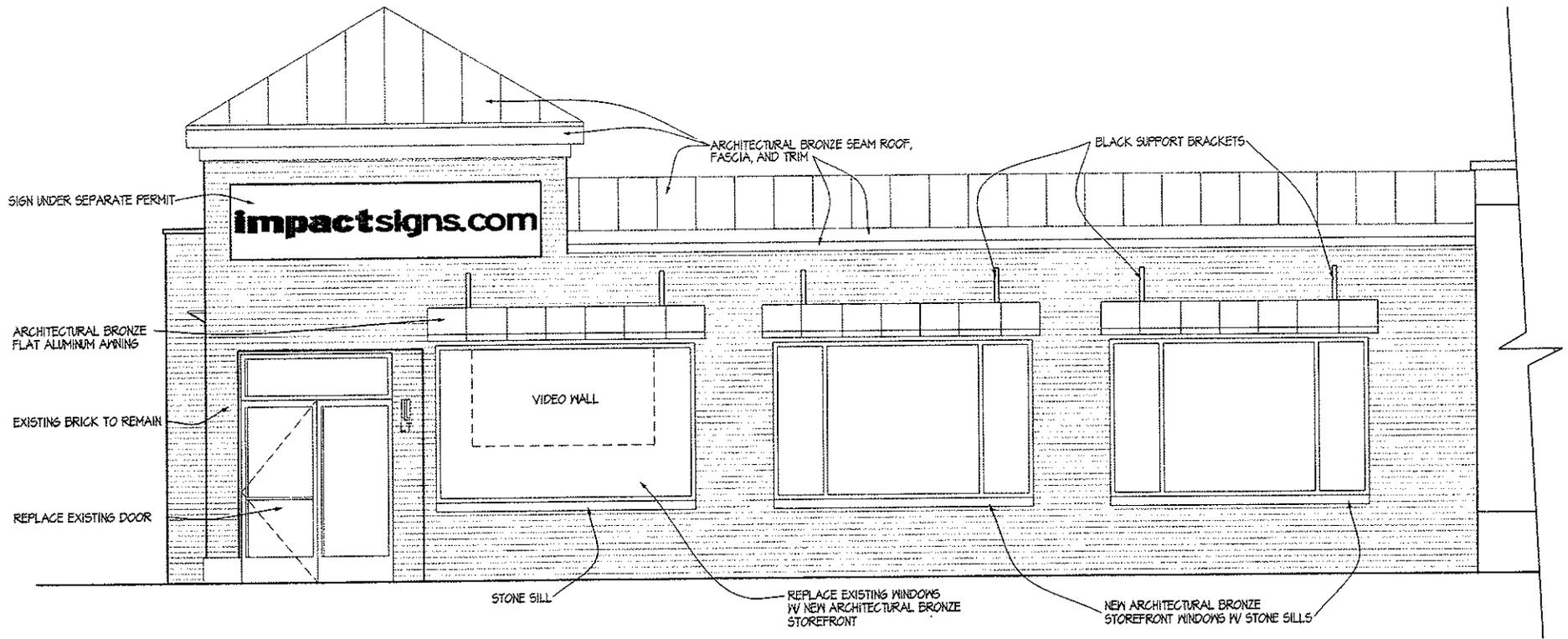
Subscribed and sworn to before me this 29 day of July, 2011

[Signature]
(Notary Public)



Enclosures: _____

4-C.6

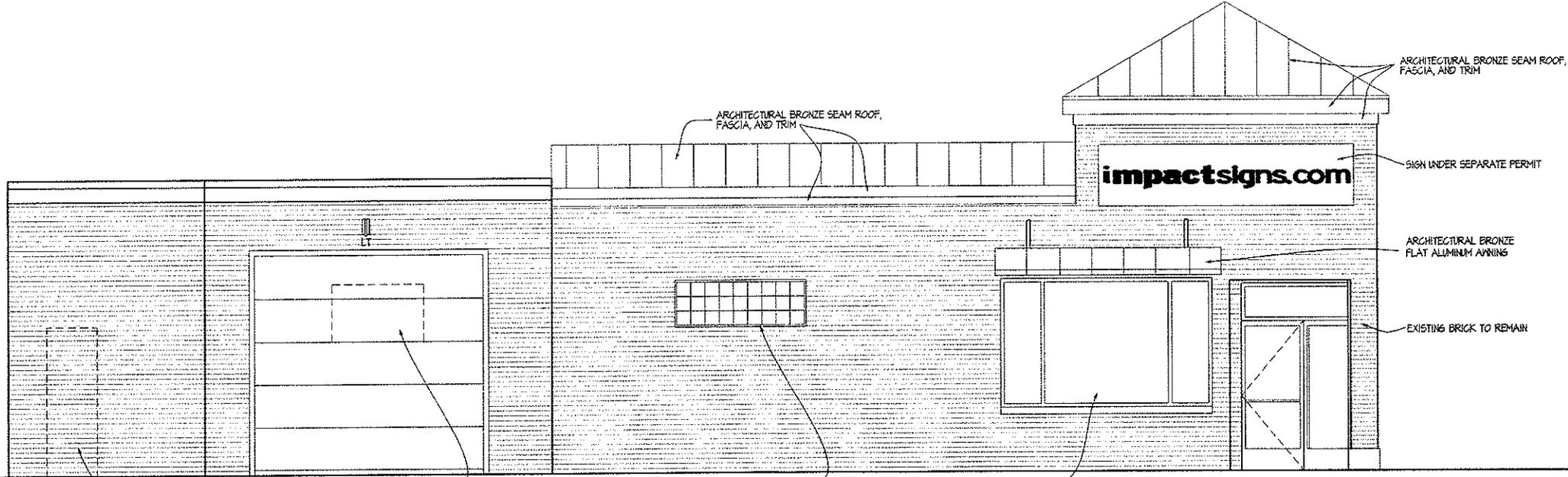


Front Elevation

Scale: 1/4" = 1'-0"

M-C-17

Exhibit "1"



FILL IN DOOR

REPLACE EXISTING WINDOW WITH GARAGE DOOR (ARCHITECTURAL BRONZE)

NEW 8'x8' GLASS BLOCK WINDOW

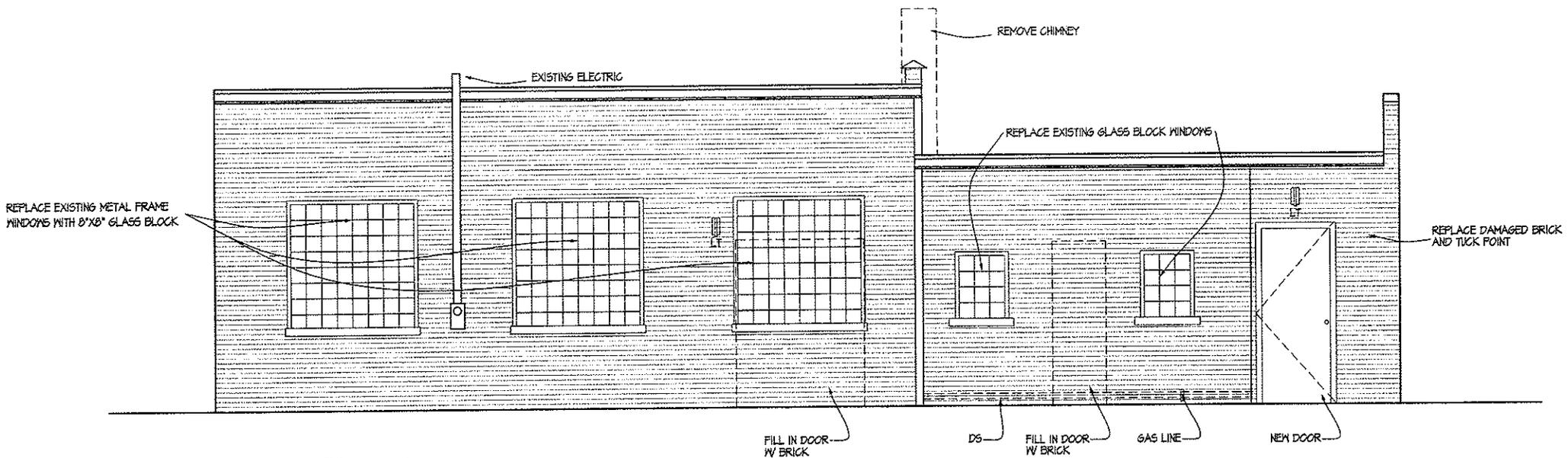
REPLACE EXISTING WINDOWS W/ NEW ARCHITECTURAL BRONZE STOREFRONT

East Elevation

Scale: 1/4" = 1'-0"

4-C-8

5.1.1.1 "1" - 0 02



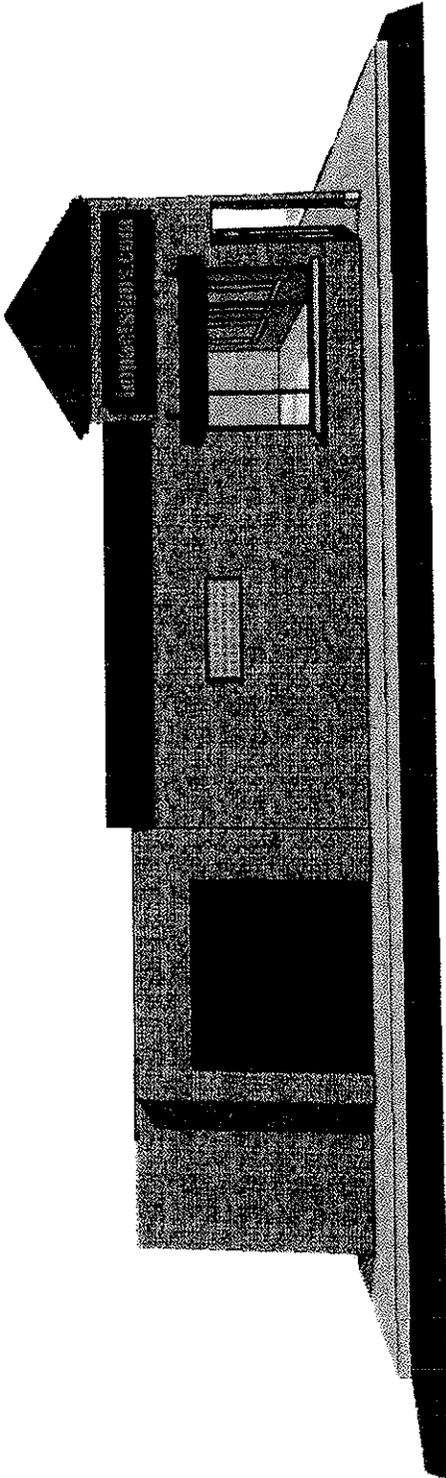
Rear Elevation
 Scale: 1/4" = 1'-0"

4-2-9

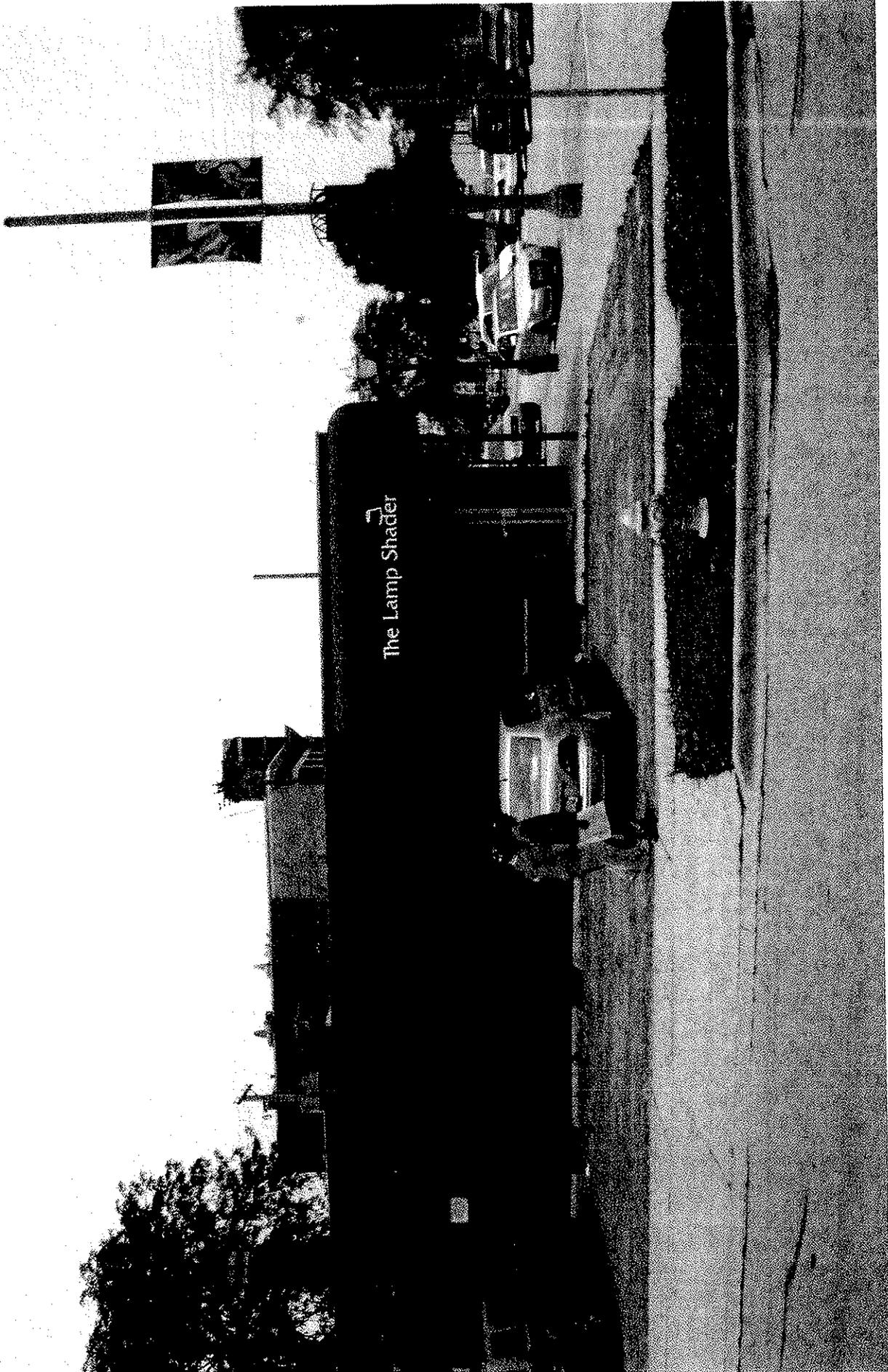
Exhibit "9" 2 of 2



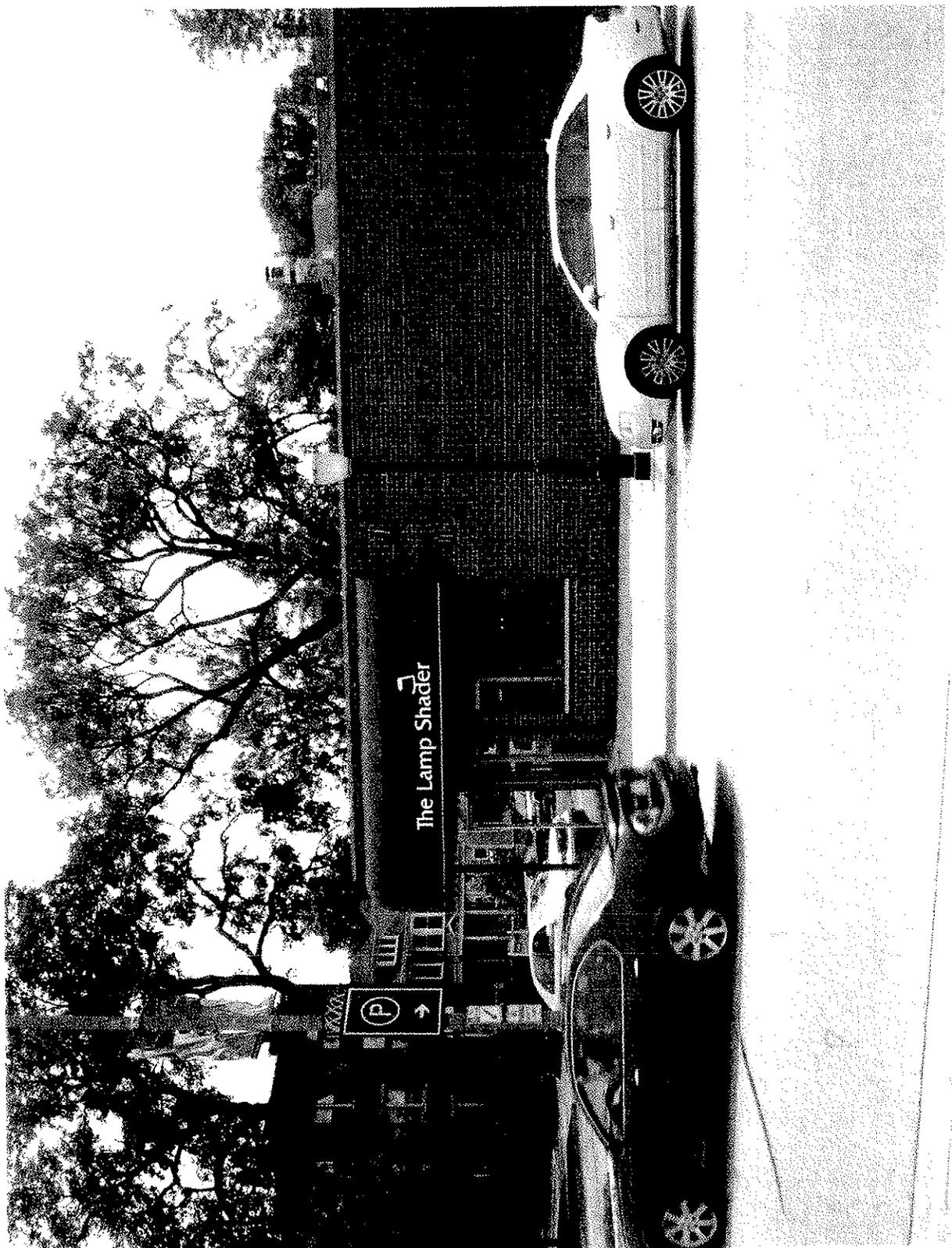
4 - C.10



4-6.11

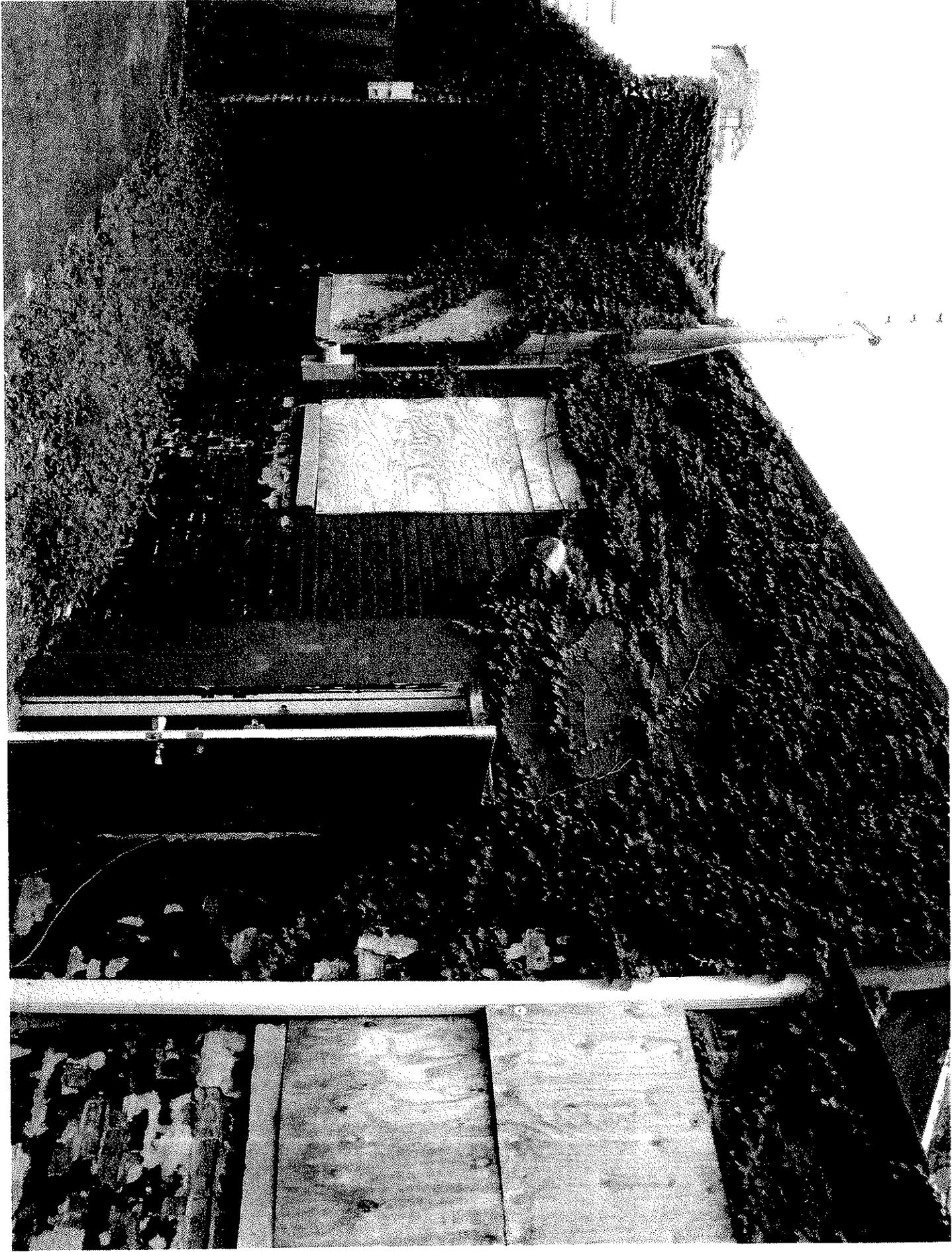


4-C,12



4-C.13

4-c-14



MINUTES

Design Review Commission of the
Village of La Grange
August 24, 2011

I. CALL TO ORDER AND ROLL CALL:

A meeting of the Design Review Commission was held on August 24, 2011 in the lower level conference room of the Village Hall, 53 South La Grange Road, La Grange, IL and was convened at 7:30 p.m. by Chairperson Andrea Barnish.

Present: (and constituting a quorum): Commissioners McClinton, Thuma, Reardon, and Vizek with Chairperson Andrea Barnish presiding.

Absent: Commissioners Ozer and Pavelka.

Also Present: Guy Thomas Pittman, Architect, Randy Valenta, Randy King, Architect, Shabir Moosabhoy and Sylvia Gonzalez, Staff Liaison.

II. APPROVAL OF MINUTES:

On motion by Commissioner McClinton second by Commissioner Reardon the Minutes of the February 9, 2011, Design Review Commission meeting were approved as typed and distributed.

III. BUSINESS AT HAND:

DRP #82 DESIGN REVIEW PERMIT FOR 19 SOUTH LA GRANGE ROAD, RANDY & KATHLEEN VALENTA, PROPERTY OWNERS

Guy Thomas Pittman, Architect, together with property owner Randy Valenta, appeared before the Design Review Commission seeking a Design Review Permit for the property at 19 South La Grange Road.

Mr. Pittman made the presentation stating that the property owners are proposing the addition of an elevator and a two-car garage to the rear of their commercial property. It is the property owners' intention to convert the second story office space to a residential unit including an in-law unit and the addition of the elevator and garage is intended to provide access to the new second floor residence.

Mr. Pittman proceeded to inform the Commissioner that the height and size of the elevator will be kept to a minimum. He stated that the second story of the elevator will line up with the entrance into the second story residence. He indicated that a sloped roof for the elevator had been chosen because it sheds water and snow better and also to get away from the "boxy" look. Mr. Pittman stated that the materials chosen would compliment what is existing. He also stated that planter boxes and a lattice would be installed at the roof deck in an effort to add a softer edge to the top of the building.

4-C.15

Mr. Pittman further stated that the proposed improvements to the property would add a residential feel with pedestrian emphasis to an otherwise boring alley.

Chairperson Barnish stated that she was concerned with the elevator roof line being too residential for a commercial building.

Commissioner Thuma stated that he liked the added residential look to the alley. He further stated that a flat roof is too plain and this would add some contrast.

Commissioner Reardon stated he liked the sloping roof, especially the side view of it. He further stated that looking at the “big picture” with the removal of the fire escape the alley will seem much cleaner.

Commissioner McClinton stated she was not too comfortable with the pitch of the roof.

Commissioner Reardon stated that the proposed pitch of the roof slightly resembles a clock tower, which he likes.

Commissioner Thuma questioned if the owners considered not using glass block on the side of the second and third floors of the building, but rather match the front windows.

Mr. Pittman stated that property owners chose glass block windows for privacy and it also allows natural light to come through.

Commissioner Thuma questioned what type of material the lattice at the roof deck would be.

Mr. Pittman stated the lattice would be plastic.

There being no questions or comments by the Commissioners, on motion by Commissioner Reardon and second by Commissioner Vizek the Design Review Commission voted unanimously that Design Review Permit #82 be recommended for approval by the Village Board of Trustees.

DRP #83, DESIGN REVIEW PERMIT FOR 26 EAST BURLINGTON, AMMAR MOOSABHOY (IMPACT ARCHITECTURAL SIGNS)

Randy King, Architect, together with property owner Shabir Moosabhoy, appeared before the Design Review Commission seeking a Design Review Permit for the property at 26 East Burlington.

Mr. King made the presentation stating that the applicant recently purchased the subject property and further informed the Commissioners that this property was formerly occupied by the Lamp Shader and had been vacant for the past four years. He proceeded to inform the Commissioners that it was Mr. Moosabhoy's intention to bring his business, Impact Architectural Signs, to this location.

4-c.16

He further informed the Commissioners that the rear of this building used to be a gas station. He stated that the rear of the building consists of decomposing brick and painted terracotta, which they intend to remove and replace with new brick to match the existing. Mr. King stated that the boarded up windows in the rear of the building will be removed and replaced with glass block and the roof, gutters and downspouts will be redone and the overhead door at the rear of the building, necessary to take signage in and out of the building, would be replaced with a new one.

Mr. King also informed the Commissioners that three new windows and a matching door will be installed to the front elevation of the building creating a store front adding rhythm and balance. He also stated that flat architectural bronze awnings will be installed above the windows intended to add some depth.

Mr. King stated that in addition to improving the appearance of the property, the proposed renovation would add “expression” to a corner that somewhat appears as one of the Village’s gateways.

Commissioner Reardon stated that the proposed improvements look great.

Commissioner Thuma asked if the underside of the awnings and the decorative rods would be black.

Mr. King stated that the underside of the awnings and the rods would be black.

Commissioner McClinton questioned what would be done with the parking lot.

Mr. King stated that the lot would be resurfaced and striped.

There being no questions or comments by the Commissioners, on motion by Commissioner Reardon and second by Commissioner McClinton the Design Review Commission voted unanimously that Design Review Permit #83 be recommended for approval by the Village Board of Trustees.

IV. NEW BUSINESS

None.

V. OLD BUSINESS

PROPOSED PUBLIC ART COMMISSION

Chairperson Barnish proceeded to update the Commissioners on the progress of the draft master plan.

4-C.17

VI. ADJOURNMENT:

There being nothing further to come before the Design Review Commission, on motion by Commissioner Reardon and second by Commissioner Vizek, the Design Review Commission meeting of August 24, 2011, was adjourned at 8:27 p.m.

Respectfully Submitted:

Sylvia Gonzalez, Staff Liaison

4-6.18

VILLAGE OF LA GRANGE
Finance Department

BOARD REPORT

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

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

DATE: September 22, 2011

RE: **RESOLUTION – ILLINOIS MUNICIPAL RETIREMENT FUND EARNINGS**

Periodically, the Illinois Municipal Retirement Fund (IMRF) conducts audits of member employers and their related earnings reported to IMRF. The purpose of the audit is to determine if earnings and contributions of qualified employees are being reported to IMRF in compliance with the laws and rules administered by the Illinois Pension Code.

The Village of La Grange was audited recently by IMRF with no material findings. During the course of the audit, it was brought to our attention that the Village should have on file a resolution which states compensation paid under an Internal Revenue Code Section 125 plan as IMRF earnings. This was the intent when the original plan was adopted in May 1988 for deferred insurance premiums and when the plan was amended in May 2006 for Flexible Spending Accounts (FSA).

The Village did pass a resolution in September 2003 which states that additional amounts withheld for Retiree Health Savings Accounts, to be used for unreimbursed medical and dental expenses, are also reported as IMRF earnings. However, no original resolution is on file stating that Section 125 compensation for deferred health, life, and dental insurance premiums and contributions to an FSA are reported to IMRF as earnings.

The financial impact on the Village is neutral, because the Village has been reporting deferred health insurance and FSA contributions as earnings to IMRF since the Section 125 plan was originally adopted in 1988. Please note that the resolution has no impact on employee wages or pensions. IMRF has recommended that the resolution declare the reporting standard to be effective on the date of the ordinance adopted on March 1, 2003, for the Retiree Health Savings Plan.

Staff recommends approval of the attached resolution, drafted by IMRF and reviewed by the Village Attorney, to complete this administrative task.

4-D

VILLAGE OF LAGRANGE

RESOLUTION R-11-_____

A RESOLUTION REGARDING REPORTING TO IMRF
OF COMPENSATION PAID UNDER IRC SECTION 125 PLANS
AND INTO FLEXIBLE SPENDING ACCOUNTS
(EMPLOYER IMRF I.D. NUMBER 03107)

WHEREAS, standard member earnings reportable to the Illinois Municipal Retirement Fund (the "IMRF") may not include certain forms of compensation paid under an Internal Revenue Code Section 125 plan or into a flexible spending account; and

WHEREAS, the governing body of an IMRF participating unit of government may elect to include in IMRF earnings compensation paid under an Internal Revenue Code Section 125 plan or into a flexible spending account; and

WHEREAS, the President and Board of Trustees of the Village of La Grange are authorized to include its Section 125 plan and flexible spending account compensation as earnings reportable to IMRF, and the Board of Trustees has determined that it is desirable to do so;

NOW, THEREFORE, BE IT RESOLVED 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 Resolution as findings of the President and Board of Trustees.

Section 2. Election as to Reporting Earnings. The Village does hereby elect to include as earnings reportable to IMRF compensation paid under an Internal Revenue Code Section 125 plan and compensation directed into a flexible spending account, effective March 1, 2003.

Section 3. Effective Date and Filing. This Resolution is effective on and after its passage and approval. The Village Clerk is hereby authorized and directed to file a certified copy of this Resolution with the Illinois Municipal Retirement Fund.

ADOPTED this _____ day of September 2011

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this _____ day of September 2011

Elizabeth M. Asperger, Village President

ATTEST:

Thomas Morsch, Village Clerk

4-D.1

VILLAGE OF LA GRANGE
Police Department

BOARD REPORT

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

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

DATE: September 26, 2011

RE: **ORDINANCE – DISPOSAL OF SURPLUS PROPERTY**

The Police Department routinely becomes the custodian of a wide variety of property that is lost, mislaid, abandoned, forfeited or of no further evidentiary value. As the Police Department currently has many such items (including bicycles), permission is requested to dispose of them.

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

The Police Department has experimented with an auction house to dispose of property with limited value such as bicycles, tools and electronics. The results have been mixed – the investment of time and proceeds from the sales of such property is not necessarily an improvement from organizing and conducting a local public auction. Further, we have found that it is more profitable to conduct our own auction for such items and it results in good community relations. Therefore, we intend to conduct a local auction of such surplus items in the near future.

This property disposal request consists of seventy-six (76) bicycles/property that have been recovered for various reasons over the past two years and surplus property accumulated by the Police Department. All reports in the surrounding towns have been checked against our bicycle/property list and the six-month time period has lapsed on each piece of property.

New this year is participation by the La Grange Fire Department. The Fire Department has accumulated forty-seven (47) items which have reached their useful life. The Fire Department would like to declare these items as surplus property for disposal at this time.

The attached lists detail an inventory of property to be sold upon approval by the Village Board as well as a list of property for destruction.

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

4-E

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 Exhibits A, B, and C 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 _____ 2011.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____ 2011.

By: _____
Elizabeth M. Asperger, Village President

ATTEST:

Thomas Morsch, Village Clerk

4-E.1

EXHIBIT A

2011 Police Auction Items:

Auction #	LaGrange Case #	Date Seized	Property MAKE	Property MODEL	Property SERIAL #
PD 1	10-17962	120210	Unknown	Fuse	ICSP6004425
PD 2	10-11092	071410	Mongoose	Duster	SNHUA04IC0432
PD 3	10-06531	042110	Unknown	Predator	7006887
PD 4	10-11122	071410	Mongoose	Grind	ACB10B18643
PD 5	10-11506	072210	Next	Unknown	G5090896587
PD 6	10-07294	050610	Rally	MT Sport	ACV8H01842
PD 7	10-16203	102510	Murray	Sebring	9070055728
PD 8	10-08831	060210	Unknown	Unknown	GS070500027
PD 9	10-05907	041010	Next	FS20	GB080602937
PD 10	UNK	UNK	Magna	Great	92748
PD 11	10-11447	072110	GT	Compe	FEGP415
PD 12	10-09212	060810	Magna	Ripclaw	03TD3109146
PD 13	UNK	UNK	Schwinn	Ranger	CSC2F32634
PD 14	UNK	UNK	Roadmaster	North. Pass	RMC24535748
PD 15	10-08403	052610	Roadmaster	MT Zone	RMC24701034
PD 16	10-06897	042910	Schwinn	Calente	GM810931
PD 17	10-15872	101910	Pacific	Chromium	SNFSD06A74101
PD 18	UNK	UNK	Magna	Glacier Pt.	00TD468676
PD 19	10-14809	092710	Mongoose	Rebel	SNA0E97E18567
PD 20	10-15440	100910	Pacific	Explorer	CA20427239
PD 21	UNK	UNK	Next	Pwr Climb	39503347
PD 22	10-13015	082310	Sierra	Quest	LWGH162867
PD 23	10-08866	060210	Pacific	UNK	GK52015709
PD 24	10-14539	092110	Raleigh	C30	R933697548B
PD 25	10-13664	090410	Diamondbk	Override	KW1D10437
PD 26	10-15057	100110	Next	UNK	GB091105613
PD 27	09-09632	071309	Roadmaster	MT Sport	SD08K51036
PD 28	10-13715	090610	Next	Chaos	HS100113715
PD 29	10-14353	091810	Trek	Antelope	11C48876
PD 30	10-08656	053010	Golf Clubs	-----	-----
PD 31	09-02275	021909	GT	Omni	HM092521
PD 32	09-14976	101209	Wheel Chair	-----	-----
PD 33	11-02391	021711	Next	UNK	Unknown
PD 34	09-00632	071309	Giant	Chicago	G02N362WFSH
PD 35	11-07313	060411	Cooler Bag	-----	-----

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PD 36	10-07185	050410	Pulse	Kick N Go	ACB08C063967
PD 37	R59986	091004	Thomas Crown Affair DVD		
PD 38	R59986	091004	Thomas Crown Affair DVD		
PD 39	R59986	091004	Thomas Crown Affair DVD		
PD 40	R59986	091004	Crouching Tiger, Hidden Dragon DVD		
PD 41	R59986	091004	Crouching Tiger, Hidden Dragon DVD		
PD 42	R59986	091004	Crouching Tiger, Hidden Dragon DVD		
PD 43	N86587	082797	Package 7 Nintendo Games		
PD 44	11-00245	010511	Olympus Audio recording Device		
PD 45	R62463	121004	RCA AM/FM Cassette Player		
PD 46	09-06008	050809	Kodak Digital Camera		
PD 47	11-02331	031811	Apple IPOD 4GB, S/N 7J8184STY0P		
PD 48	08-07432	052408	Olympus Digital Recorder		
PD 49	10-11664	072510	"Zelda" Wallet		
PD 50	R61590	110704	"Disney" Wallet		
PD 51	08-00737	011708	Multi-Colored Purse		
PD 52	R58521	072104	Case With Misc. CD's		
PD 53	08-13378	091708	Apple IPOD 4GB, S/N YM6378BFV8W		
PD 54	R61445	110104	Sony CD Stereo, S/N 1557248		
PD 55	08-10119	071408	Trek Bicycle Bag		
PD 56	08-15457	103108	Purse		
PD 57	08-15457	103108	Coin Purse		
PD 58	R61129	102104	Coin Purse		
PD 59	R59789	090904	Flip Skateboard		
PD 60	R59789	090904	Flip Skateboard		
PD 61	R59789	090904	Baker Skateboard		
PD 62	R59789	090904	Baker Skateboard		
PD 63	R55595	041304	Jug Foreign Coins		
PD 64	R49338	082503	Fanny Pack		
PD 65	06-11634	101606	CD's With Case		
PD 66	09-11299	080809	Lawn Figure		
PD 67	09-11299	080809	Lawn Figure		
PD 68	09-11299	080809	Lawn Figure		
PD 69	09-11299	080809	Lawn Figure		
PD 70	UNK	UNK	Misc. Gift Cards		
PD 71	Surplus	Surplus	Pelco Manual Switch Box Control For CCTV		
PD 72	Surplus	Surplus	Philips VCR, S/N 41648558		
PD 73	Surplus	Surplus	Sonic Blue/GO Video Dual Deck VCR, S/N 246311002596		
PD 74	Surplus	Surplus	Bretford VCR Cart With Built-In Power Strip		
PD 75	Surplus	Surplus	Black Bookcase With Glass Doors		
PD 76	Surplus	Surplus	Tan Rolling Computer Cart		

4-E.3

EXHIBIT B

2011 Fire Department Auction Items:

AUCT #	MAKE	MODEL	S/N	DESCRIPTION
FD 1				Black Plastic Carrying Case
FD 2				Green Brief Case
FD 3				Red Steel Bin
FD 4				Red Steel Bin
FD 5	JVC	UNK	13305105	Portable VHS Player/Case
FD 6				Black Carrying Case
FD 7				Black Carrying Case
FD 8	Weldon Tech	Aero-Maxx		Emergency Light Bar
FD 9	Pressure Demand	401		Black Plastic Case
FD 10				Black Plastic Case/3-Digit Lock
FD 11	Parther	KZ00CZL	410368	Yellow/Black Saw
FD 12	KDS		1745SAC48001230	Computer Monitor
FD 13	KDS	VS-5E	0391039879	15" Multi-Scan Color Monitor
FD 14	HP Compaq	PE1164	CNN4260LHZ	Black Computer Monitor
FD 15	Edge Ind.	Cutters Edge	CE-2171-RS	Fire Rescue Saw
FD 16	Edge Ind.	Cutters Edge	CE-2071-RS	Fire Rescue Saw
FD 17	CTX	X761A	8171086CQ315R	Black Flat Screen Computer Monitor
FD 18	DEX	DEX825	707A01011	FAX Machine
FD 19	HP Compaq	PE1164	CNN4206G5B	Black Computer Monitor
FD 20	Daewood	C729BFBK	GC321Y0920	Black Computer Monitor
FD 21	Clearmax	CM-1528	0582060851	15" Multi-Scan Color Monitor
FD 22	Quadraflex		Q70615	Speaker
FD 23	Quadraflex		Q75579	Speaker
FD 24				Green LGFD PEDS Bag
FD 25	Iron Duck			Red Medical PEDS Bag
FD 26				Orange Medical Bag-Star Of Life
FD 27				Red O2 Bag-Reflective Tape
FD 28				Red O2 Bag-Reflective Tape
FD 29				Pick With Fiberglass Handle
FD 30				Pick W/ Wooden Handle & Cover
FD 31	Hardy			Hi-Line Bolt Cutters W/yellow Handle
FD 32	Klein			Medalist Orange Fiberglass Hot Stick
FD 33				Bolt Cutters W/Orange Fiberglass Handle
FD 34				Medalist Orange Fiberglass Hot Stick
FD 35				Pick W/Wooden Handle & Cover
FD 36				Pick W/Wooden Handle & Cover
FD 37				Flood Light
FD 38	Luma			Projection Screen
FD 39				Yellow Body Transport Basket
FD 40	HK Porter			Bolt Cutters-Yellow Handles
FD 41				Yellow Fork/Rake
FD 42				Yellow Hook/Crowbar
FD 43				Hookax W/Wooden Handle

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FD 44				Yellow Hi-Line Tool
FD 45	Sanyo	RD-W55	05207125	Synch. Dual Cassette Deck Player
FD 46	Sony	CDP-70	848776	Compact Disc Player
FD 47	HP	KB-0316	B93AB0ALUT56F4	Computer Keyboard
				Metal Box W/2 O2 Tanks

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EXHIBIT C

2011 Evidence Destruction Items:

LaGrange Case #	Date Seized	Description
R61445	110104	CD Case With Misc. CD's
11-03574	031411	Glass Pipe
R61669	110704	Motorola Nextel
R54239	022304	Motorola T721 Cell Phone
10-02194	020510	Tin Foil/String
09-10597	072809	Glasses With Case
08-15183	042308	Bank Key
08-15960	111108	Wallet
10-03561	030310	Misc. ID's
10-14546	092110	Credit Card
10-14546	092110	Credit Card
10-14546	092110	Credit Card
09-05652	050109	Credit Card
09-12588	090109	Credit Card
R56558	102303	IPASS #01501334489
08-17087	120608	Keys/Fob
08-14452	040909	Blue Tooth Device
08-09579	123108	VTech Phone
09-06110	051109	BB Gun
09-01388	013009	Knife And Nylon Holder
09-01353	013009	Metra Passes (Expired)
09-04007	032609	IPASS #01501958559
R58957	080504	Nokia Cell Phone
08-06808	051308	Sanyo Cell Phone
R56554	051704	Samsung Cell Phone
09-04007	032609	Virgin Mobil Cell Phone
08-14864	101808	Verizon Cell Phone
R50436	092303	CDMA Cell Phone
08-01700	051208	Garage Door Opener
09-04007	032609	Parking Pass
09-04007	032609	Car Key
09-04007	032609	Deposit Ticket
09-04007	032609	Pay Stub

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09-04007	032609	Keys
09-11299	080809	Lawn Figure
08-13441		Dog Leash – DEPT USE
R44069	031703	Digital Scale – DEPT USE
08-14022	093008	BB Rifle – DEPT USE

4-E.7

MINUTES

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

Monday, September 12, 2011 - 7:30 p.m.

1. CALL TO ORDER AND ROLL CALL

The Board of Trustees of the Village of La Grange regular meeting was called to order at 7:35 p.m. by President Asperger. On roll call, as read by Village Clerk Thomas Morsch, the following were present:

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

ABSENT: None

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

2. PRESIDENT'S REPORT

President Asperger noted several events which included the Robert E. Coulter American Legion September 11th Commemorative Service; the La Grange Business Association's Rocking Chair auction; the upcoming West End Art Festival; and the upcoming 20th Annual Community Diversity Celebration.

Stating the benefits of managing storm water run-off and proper drainage, President Asperger referenced the Metropolitan Water Reclamation District's website for the purchase of rain barrels.

President Asperger commented on prior information provided by ComEd representative Kathleen Maier and noted that ComEd will be performing tree trimming in certain areas of the Village as part of their regular maintenance.

- A. Proclamation – Community Diversity Group 20th Annual Race Unity Rally
President Asperger proclaimed Sunday, September 18, 2011 as Race Unity Day and indicated that the 20th Annual Rally would be held in the Village Hall

Auditorium beginning at 3:00 p.m. President Asperger noted this as an annual event for all to gather and celebrate diversity in the community. Trustee Holder moved to approve the Proclamation, seconded by Trustee Langan. The motion was approved by voice vote.

B. Oath of Office – Firefighter / Paramedic Alan M. Kinney

With a recent retirement in the La Grange Fire Department, a vacancy was created and the La Grange Board of Fire and Police Commissioners have appointed Alan M. Kinney to fill the position of Firefighter / Paramedic effective September 1, 2011. President Asperger noted his experience and requested he come forward to receive the oath of office. Village Clerk Morsch requested Mr. Kinney's wife and family join him as he administered the oath.

C. Environmental Quality Control Commission Presentation - Residential Solid Waste Program

President Asperger explained the functions of the Environmental Quality Control Commission (EQCC) adding that the Commission is in the process of evaluating various refuse collection and disposal program options in anticipation of the Village's waste contract renewal in 2012. President Asperger invited EQCC Chairman Glenn Wentink to elaborate on the commission's findings and recommendations.

Mr. Wentink noted that the Village of La Grange has a long established volume based program and provided historical information and data accumulated from a residential survey conducted in 2007. Mr. Wentink explained that there is a downward trend for the outdated volume based system. Although it has been necessary to increase the cost of refuse stickers, Mr. Wentink added that curbside recycling and the sale of refuse stickers have not covered the waste hauler's fixed expenses.

The EQCC has met with the West Cook County Solid Waste Agency (WCCSWA); Allied Waste; and Resource and Recycling to become knowledgeable of collection and disposal trends and explore various options. In their deliberations, Mr. Wentink noted that the EQCC attempted to maintain dedication to recycling; provide baseline revenue for the hauler; provide various options for residents; and consider a program that was easily administered.

Based on all of the data, the EQCC determined that a change from volume based to the optional toter program currently available to residents should be implemented Village wide for both recyclables and refuse.

President Asperger thanked Mr. Wentink and the EQCC for their research and recommendations and opened the discussion to the Trustees.

Trustee Kuchler inquired about the use of a recycle toter and continuance of stickers for refuse. Mr. Wentink noted that the commission reviewed that option

and determined that refuse tonnage would not compensate the haulers fixed expenses. Trustee Kuchler expressed concerns that in 2007 residents expressed their desire not to change to a toter system. Mr. Wentink indicated that the WCCSWA advised that the Village would receive minimal if any bids on a volume based system.

Trustees discussed pricing and size of toters. Mr. Wentink noted that variations could be offered.

Trustee Palermo noted differences between the narrative and data in the report and Mr. Wentink clarified.

Trustee Horvath suggested a recycling bank with local businesses and utilizing a consolidated contract with other communities.

Trustee Kuchler inquired about the ability to offer various size toters. Assistant Village Manager Andrianna Peterson explained that in order for refuse haulers to contain cost their base plan is to offer a minimal amount of options.

Trustee Nowak thanked the EQCC for their research and recommendation, however concurred with Trustee Kuchler's concerns regarding residents desire to maintain the current volume based system. If a change to toters is mandated it would be difficult for the community to accept.

Trustee Holder inquired if refuse haulers would be more likely to bid on a volume based system if sticker rates were increased. Mr. Wentink noted that would depend on the amount of increase.

Trustee Kuchler believes if rates determine the choice between the use of a sticker or toter, the Village should maintain both options and allow residents to choose the option best fit for their needs.

President Asperger inquired if the EQCC considered that some residents subsidize others. Mr. Wentink noted that there will always be some marginal differences, however, the commission attempted to rationalize fairness in their deliberations.

Trustee Kuchler inquired about billing and collecting various fees. Mr. Wentink responded that could be placed on the request for proposal as an option.

Trustee Horvath suggested that request for proposals contain multiple types of programs. Mr. Wentink agreed as there is no scheduled formula.

Trustee Langan concurred that toter and sticker options should be included in the request for proposal process. In addition Trustee Langan suggested advising residents of future changes.

4-F.2

President Asperger summarized the thoughtful discussion and noted the Boards favor of pursuing request for proposals for both optional (volume based) refuse sticker and toter programs.

3. PUBLIC COMMENTS REGARDING AGENDA ITEMS

Harlan Hirt, believes that yard waste remain as part of the sticker program. Mr. Hirt also feels that residents should be educated on what is and what is not recyclable.

Rose Naseef, 911 S. Stone Avenue feels the goal should be to make less garbage. As the cost of refuse disposal is increasing, amounts of refuse need to decrease. Large refuse containers should incur higher premiums. Ms. Naseef believes waste reduction can be achieved by reusing items several times. Ms. Naseef hope the Village will help to educate residents to reduce waste; reuse items; and recycle.

4. OMNIBUS AGENDA AND VOTE

- A. Ordinance (#O-11-16) – Creating An Additional Class A-1 Liquor License, Craft La Grange LLC, 88 S. La Grange Road
- B. Ordinance (#O-11-17) – Creating An Additional Class C-2 Liquor License, Vino e Birra, Inc., 18 W. Burlington Avenue
- C. Material Purchase – Public Works / Rock Salt
- D. Award of Contract – 2011 50/50 Sidewalk Replacement Program
- E. Award of Contract – Leaf hauling and Disposal
- F. Award of Contract – Sidewalk Repair – Northeast Corner Ogden Avenue and La Grange Road
- G. Ordinance (#O-11-18) Disposal of Surplus Property
- H. Open Meetings Act – Review of Closed Session Minutes
- I. Minutes of the Village of La Grange Board of Trustees Regular Meeting Monday, August 8, 2011
- J. Consolidated Voucher 110822 (\$546,761.82)
- K. Consolidated Voucher 110912 (\$758,597.53)

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

Motion approved by roll call vote:

4-F.3

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

President Asperger thanked the YMCA and the Village Board for their support of staff's recommendation to improve the sidewalks on the Northeast corner of Ogden Avenue and La Grange Road. President Asperger also welcomed both new businesses who earlier received approval for liquor licenses.

5. CURRENT BUSINESS

6. MANAGER'S REPORT

A. Staff Update – Economic Development

Village Manager Robert Pilipiszyn noted that economic development is a high-order strategic priority for the Village Board. The Village has been working with retailers, restaurants, and building owners on retention and recruitment strategies. In addition, the Village has been working with the La Grange Business Association on promotional marketing activities. Mr. Pilipiszyn requested Community Development Director Patrick Benjamin to update the Board on economic development.

Mr. Benjamin announced new businesses soon to open in La Grange and elaborated on the reinvestment of certain local businesses that operate other locations within the Village. Several La Grange businesses also serve as a flagship for locations in outlining communities as well as La Grange attracting business attention from Chicago and neighboring communities. Mr. Benjamin detailed the businesses in both categories and noted that roughly 92% of retail spaces in the downtown area are either occupied or leased.

Mr. Benjamin noted that while two long term businesses are closing, La Grange is better positioned in many ways to continue to rebound. Explaining the concerns in finding new tenants, Mr. Benjamin advised that although La Grange Crossings was recently purchased by Edwards Realty, they chose to retain Mid-America Asset Management, Inc. Mr. Benjamin introduced Barb Kading from Mid-America who presented the Board with specifics on marketing efforts and elaborated on the possibilities for quality new tenants.

President Asperger thanked representatives from Edwards Realty and Mid-America Asset Management for their attendance and endeavors to fill the vacancies.

Mr. Benjamin reflected on surprisingly strong sales tax returns for the Village in relation to the state of the economy.

4-F.4

The YMCA has been responsive in maintaining the vacant ground and Mr. Benjamin expressed thanks to the Park District of La Grange for their efforts in the process.

Mr. Benjamin expressed his enthusiasm with the establishment of a Retail Community Committee and suggested Shop Local Program. In summary, Mr. Benjamin believes La Grange has the location; safe environment; and managed parking that will attract and retain retail businesses.

President Asperger thanked Mr. Benjamin for his refreshing update and optimism on the economic development for La Grange.

7. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA

None

8. EXECUTIVE SESSION

None

9. TRUSTEE COMMENTS

Trustee Kuchler congratulated staff on working with the YMCA to maintain the vacant property.

10. ADJOURNMENT

At 9:30 p.m. it was moved by Trustee Langan to adjourn, seconded by Trustee Holder. Motion approved by voice vote.

Elizabeth M. Asperger, Village President

ATTEST:

Thomas Morsch, Village Clerk

Approved Date:

4-F,5

VILLAGE OF LA GRANGE

Disbursement Approval by Fund

September 26, 2011

Consolidated Voucher 110926

<u>Fund No.</u>	<u>Fund Name</u>	<u>09/26/11 Voucher</u>	<u>09/16/11 Payroll</u>	<u>Total</u>
01	General	63,603.12	288,389.93	351,993.05
21	Motor Fuel Tax			0.00
22	Foreign Fire Insurance Tax	98.09		98.09
24	ETSB	4,181.10		4,181.10
40	Capital Projects	46,456.69		46,456.69
50	Water	8,731.21	38,453.30	47,184.51
51	Parking	3,502.40	23,775.66	27,278.06
60	Equipment Replacement			0.00
70	Police Pension			0.00
75	Firefighters' Pension	411.00		411.00
80	Sewer	7,760.40	8,885.49	16,645.89
90	Debt Service			0.00
91	SSA 4A Debt Service			0.00
93	SAA 269			0.00
94	SAA 270			0.00
		<u>134,744.01</u>	<u>359,504.38</u>	<u>494,248.39</u>

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

Village Manager

Village Clerk

President

Trustee

Trustee

Trustee

Trustee

Trustee

Trustee

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CURRENT BUSINESS

Village of La Grange
Finance Department

MEMORANDUM

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

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

DATE: September 22, 2011

RE: **FY 2010-11 COMPREHENSIVE ANNUAL FINANCIAL REPORTS**

Under separate cover, you have received a copy of the Village of La Grange's Comprehensive Annual Financial Report (CAFR) for the Fiscal Year May 1, 2010 to April 30, 2011. The report is prepared by the Finance Department and reviewed by our auditors, Sikich L.L.P. Sikich has rendered an unqualified or "clean" opinion for the Village of La Grange, stating that the financial statements present fairly, in all material respects, the financial position of the Village and results of its operations as of April 30, 2011. The unqualified opinion from Sikich L.L.P. also reflects that the Village's financial statements are prepared and presented in conformity with generally accepted accounting principles.

In addition, you have received the following audit documents:

1) The FY 2010-11 Management Letter identifying certain matters that are opportunities for strengthening internal controls and operational efficiencies. There were no findings of material weaknesses involving the Village's internal controls. Two operational efficiency comments are noted:

a) The Village's ratio of water billed as compared to water pumped decreased from 75.8 percent last year to 73.1 percent this fiscal year. The recommended threshold for a billed versus pumped ratio is 80 percent. This has previously been identified as an area of concern for the Village with potential sources of exfiltration and corresponding remedies discussed during budget workshops. The water meters within the Village were last replaced over 20 years ago and have exceeded their anticipated useful life. As water meters age, their accuracy decreases as the moving parts inside of the meters become worn. This decrease in accuracy has a direct, negative impact of the Village's water accountability as water that passes through an inaccurate meter is not accounted for and billed to the user. The FY 2011-12 budget includes the replacement of all water meters

throughout the Village. Timing and funding for the project is still to be determined pending final staff analysis and board direction.

The Village also continues to address this issue by scheduling annual leak studies to improve water accountability (pumped vs. billed ratio) and prevent leaks from continuing for long periods of time. This pro-active approach has resulted in some increase in water accountability in previous years. Unfortunately, these surveys are snapshots of the system at the time they are conducted and cannot effectively anticipate the periodic main breaks of consequence which tend to occur during freeze thaw cycles.

b) Uninsured and uncollateralized deposits of \$11,250 relating to the Police Department's federal Drug Enforcement/Forfeiture Funds. As noted in the budget, over the past several years the Village has received significant funding from the Police Department's involvement in local and regional drug investigations. However, these funds are restricted and must be utilized for expenditures directly related to drug enforcement activities. During the course of FY 2010-11 these funds accumulated in excess of the \$250,000 limit of FDIC insurance on interest bearing accounts.

In response to this recommendation, we are in the process of securing a new collateral agreement with the bank to ensure that deposits are properly collateralized in accordance with the Village's investment policy. The new agreement will include a provision for the bank to provide collateral of Village deposits at 110% of market value.

In order to extend the availability of the Drug Enforcement/Forfeiture Funds, the FY 2011-12 budget includes the exclusive use of these funds to support two drug related programs; D.A.R.E. and the Canine Unit, in the amount of \$3,000 and \$4,500, respectively. The Police Department is also proposing to explore the use of the Drug Enforcement/Forfeiture Funds for replacement purchases of future department vehicles, specifically the canine unit in FY 2012-13, depending on the availability of funds. The Police Department will continue to explore the use of these funds as alternate funding for department priorities relating to drug investigation and enforcement. Please note, these funds may not be utilized to support salaries or overtime expenditures.

The Management Letter also identifies several upcoming accounting pronouncements which will need to be implemented in subsequent CAFR's.

5-A.1

2) A letter from the auditors dated August 3, 2011, which is the last day of their fieldwork reflecting the end of the audit engagement, regarding certain professional standards (Statement on Audit Standards No. 114) requiring specific matters be communicated to the Village Board including: the limited audit scope related to the Required Supplementary Information (RSI) section within the CAFR, no new accounting policies were adopted and the application of existing polices was not changed, all material accounting estimates were reasonable, non-material misstatements (year-end adjusting journal entries) were corrected and there were no difficulties or disagreements with management during the course of the audit.

Non material misstatements reflect year-end adjusting journal entries which were prepared by the Village but not posted until after the auditors had started the audit process. The majority of the journal entries were required to record year end transactions associated with the La Grange Library, which is a component unit of the Village. Village journal entries were the result of year end activity in the Drug Enforcement/Forfeiture Fund, to adjust for the annual "implied cost" of allowing retirees to remain in the Village's health insurance plan for the current fiscal year, as required by GASB 43 (see footnote #10, Other Post Employment Benefits, for more information), record accounts receivable for which grant revenue was received after May 1st for expenditures incurred prior to April 30th, and to adjust depreciation expense in the General Fixed Asset Account Group.

3) An audit representation letter from the Village stating financial statements were prepared in conformity with General Accepted Accounting Principles (GAAP), we have made all financial data and records available to the auditors, and we have no knowledge of fraud or suspected fraud and are unaware of any material transactions or disclosures which have not been conveyed to the auditors.

4) Previously, a TIF District compliance letter has been included stating the Village had complied with the provisions of the Illinois Tax Increment Redevelopment Act (Illinois Public Act 85-1142). However, as the La Grange Village Board passed an ordinance during FY 2009-10 (December 14, 2009) terminating the designation of the La Grange downtown TIF District, this compliance letter is no longer required.

Mr. Dan Berg, a partner with Sikich L.L.P will be in attendance at the Village Board meeting on September 26, 2011 to present a brief overview of the audit report and to answer any questions you may have regarding the FY 2010-11 financial statements.

At the conclusion of the discussion, it would be appropriate for President Asperger to accept the report on behalf of the Village Board. No further action is required.

5-A.2

Village staff will submit the CAFR to the Government Finance Officers' Association for consideration of the Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by the Village. Receipt of the Certificate of Achievement recognizes the Village has met the high national standards of the program including demonstrating a constructive spirit of full disclosure to clearly communicate its financial story and motivate potential users to read the financial statements. The Village has received this prestigious award for fifteen consecutive years.

Hard copies of the audit report are on file at the La Grange Public Library, in the Village Clerk's office and in the Finance Department for public inspection. In addition, an electronic copy of the audited financial statements has been posted to the Village's website.

VILLAGE OF LA GRANGE
Administration Department

BOARD REPORT

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

FROM: Robert J. Pilipiszyn, Village Manager

DATE: September 26, 2011

RE: **PRESENTATION – WEST SUBURBAN COOK COUNTY POLICE AND
FIRE DEPARTMENT SERVICE SHARING STUDY BETWEEN THE
VILLAGES OF LA GRANGE, LA GRANGE PARK, AND WESTERN
SPRINGS, IN CONJUNCTION WITH THE METROPOLITAN MAYORS
CAUCUS SERVICE DELIVERY INITIATIVE**

In July 2011, the La Grange Village Board adopted a resolution which authorized participation in a case study to evaluate current Police and Fire service delivery, and to investigate the potential for cooperative opportunities in the future between the Villages of La Grange, La Grange Park and Western Springs. The study was part of a regional effort sponsored by the Metropolitan Mayors Caucus and was funded, in part, by a grant from the John D. and Catherine T. MacArthur Foundation. The study itself was conducted by William Balling of WRB, LLC.

The purpose of the study was three-fold. First, the study was to determine the degree of compatibility between the study participants in terms of community characteristics and public safety operations. Second, based on that compatibility assessment, the study was to identify opportunities to share public safety services. Finally, the study was to provide recommendations as to how those potential opportunities for shared public safety services could be achieved.

A copy of the shared services study is attached for consideration and discussion by the Village Board. An advance copy of the study was delivered to the Village Board to provide sufficient time to review the report prior to tonight's meeting.

At the request of each of the three Village Presidents, Mr. Balling was invited to make a presentation to the governing body of each of the study participants. Mr. Balling has been asked to summarize his finding and recommendations, and to be available to answer any questions from members of the Village Board.

At the conclusion of the presentation, President Asperger will solicit your comments and seek general acceptance of the consultant's findings and recommendations. Similarly, the Village Presidents of La Grange Park and Western Springs will be eliciting comments and consensus direction from their respective governing bodies. Shortly thereafter, it is anticipated that the

5-B

Presentation – West Suburban Cook County Police and Fire Department
Service Sharing Study Between the Villages of La Grange, La Grange Park and Western Springs, In
Conjunction With The Metropolitan Mayors Caucus Service Delivery Initiative
Board Report – September 26, 2011 – Page 2

Village Presidents of the three communities will convene a meeting to share Trustee comments and consensus direction. If all three study participants are in general agreement, a general project approach among all three communities can be developed.

As a combined dispatch arrangement appears to be the most compatible and readily achievable shared service, the next step would be to secure a commitment from the governing bodies of La Grange, La Grange Park and Western Springs to establish a formal partnership among the three Villages to design a combined dispatch operation.

Village staff will also be available to respond to any questions from the Village Board.

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5-B.1

West Suburban Cook County Police and Fire Department

Service Sharing Study

La Grange, La Grange Park, and Western Springs

Village of **La Grange** *Illinois*



VILLAGE of WESTERN SPRINGS
COOK COUNTY ILLINOIS

In Conjunction

With the



**Metropolitan Mayors Caucus Service Delivery Initiative
August 2011**

Bill Balling, Project Manager



5-18.2

The Villages of La Grange, La Grange Park, and Western Springs have partnered with the Service Delivery Task Force of the Metropolitan Mayors Caucus, MMC, to conduct a phase one compatibility analysis of each community's Police and Fire Departments to identify opportunities to share resources and partner in the delivery of core public safety services which can produce budgetary savings. This study is one of five phase one studies coordinated by the MMC which includes in total 15 communities, and is partially funded by a grant from the John D. and Catherine T. MacArthur Foundation which seeks to identify efficiencies in municipal government within the metropolitan setting. While there are departmental merger and consolidation studies underway within the region, this study known as the West Suburban Cook Police and Fire Project, seeks to identify means and methods short of full department consolidation which can produce savings for the participants.

The approach used for this study is to identify community, organizational, and operational characteristics which are compatible for shared services. In 2010 when the Service Delivery Task force of the Metropolitan Mayors Task Force (MMC) launched its case study initiatives, public safety functions were identified as the first areas for investigation. This was not because Task Force members were concerned that these areas were not well run, but a desire instead on connecting with the highest cost centers of municipal governments. In most cases it is the uniformed services both police and fire departments which consume the greatest amount of municipal revenues to provide core services. The Task Force is quick to point out that both police and fire departments have developed many successful service sharing programs. This pattern of prior successes provides a solid foundation to build new cooperative service arrangements.

Traditional service sharing has been concentrated on the sharing of seldom needed resources but occasionally very important for a department when called upon to utilize strategic resources. Police-specialized SWAT deployment capabilities is a good example of a shared resource opportunity beneficial to member departments. Deploying a large number of personnel to meet emergency needs has also been used extensively with such programs as the Fire Service Mutual Aid Box Alarm System (MABAS) and police major crimes task forces where large numbers of highly qualified investigators are assembled to quickly address major crimes investigations. Enhancements and expansion of these program concepts have produced for the police the Illinois Law Enforcement Alarm System (ILEAS) where a mutual aid car plan is created although not available in its current form for routine backup call assistance. Fire Departments have expanded the MABAS concept to automatic aid agreements with neighboring departments where shared service deployments have been organized for specific call responses suited to the participating departments. This arrangement has produced a system of interdependence which has had the effect of structurally lowering the costs of fire service by sharing apparatus and staffing between communities in call responses. The object of this report is to identify the "next practice" areas where these highly successful programs can be enhanced for the mutual benefit of the study partner communities.

The Service Delivery Task Force members of the MMC also seek to use this study's observations as a service delivery opportunity that other MMC member cities and villages can review and evaluate for their respective police and fire departments. For this reason this report has been organized first to identify the areas of compatibility of the three study partner villages and their police and fire departments then presenting recommendations on opportunities for the implementation of new initiatives. This report seeks to create "buy in" opportunities for new programs for elected policy leaders, Village Managers, and Police and Fire Chiefs. Implementation of these suggestions will require additional evaluation and assessment and endorsement from the leaders within the study partner villages.

Community Compatibility Characteristics:

An assumption of this phase one study is that communities which are more similar to each other in terms of wealth, demographics, professional governmental practices, and physical characteristics will have an easier time implementing cooperative services because those similarities create a common experience from which new policies and programs may be launched. This section will compare the three study partner communities both separately and represented as a combined unit. All three Villages lie fully within Cook County, are contiguous to one another, and have limited new development or annexation opportunities. New construction and investment is generally a result of redevelopment initiatives which has been favorable to these three communities although redevelopment has been somewhat less robust in La Grange Park. Location within the metropolitan area, convenient transportation, excellent infrastructure and high quality academic resources had made these communities highly desirable places to live and conduct business.

The combined service area for all three communities is relatively small, totaling 7.07 square miles and has a combined population of 41,396 residents. All three communities are predominately residential in character and have supporting institutional and commercial land uses with La Grange having the largest commercial district. Two of the communities have METRA facilities with La Grange having multiple stops on the BNSF line. Each community is a non-home rule community and each has adopted the council manager form of government. Fiscal years for La Grange and La Grange Park is May 1 with Western Springs being on a calendar year. The primary sources of general revenue for each of the villages are the real estate property tax. For La Grange property tax receipts represent 51% of the total revenue, La Grange Park at 40%, and Western Springs 43%. The following table compares additional community characteristics:

	La Grange	La Grange Park	Western Springs	Combined
Population	15,608	13,579	12,493	41,396
Square Miles	2.5	2.25	2.32	7.07
EAV	\$785,781,663	\$428,552,160	\$776,554,231	\$1,990,888,054/\$48.093 pc
General Fund/pc	\$11,780,162/\$754	\$7,410,965/\$557	\$8,485,904/\$679	\$27,667,532/ \$668

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	La Grange	La Grange Park	Western Springs	Combined
% GF Prop Tax	51%	40%	43%	44.6%
Density	6,243	6,035	5,384	5,887
Housing units	5,830	5,540	4,474	15,844
% homes prior to '59	72.7%	74.9%	70%	72.5%
Patrol miles	53	28	34	115
Tax rates	0.729	0.705	0.634	0.689
HH Incomes	\$80,342	\$58,918	\$98,876	\$79,378
Median age	37.8	41.4	39.8	39.6
Avg home value	\$271,800	\$205,100	\$323,900	\$266,933
% BA or higher	55%	41.6%	66.4%	54.3%

Discussion:

As can be seen from the tables the communities are more similar than dissimilar. While it is noted that the La Grange Park numbers indicate somewhat less affluence when compared to its study partners, it rests well within the upper middle income and property values of the metropolitan area. Interestingly it also enjoys a lower operating cost structure when compared to its neighbors. The similar population size and overall land area for all three villages make peer comparison easy to understand. La Grange has the most extensive commercial center and has received area recognition for its diverse retail success. In addition newer transit oriented strategies have also been implemented to compliment regional planning objectives. If land area, population, equalized assessed property valuations, and general land use patterns were considered the three communities could fully consolidate all of their operations and likely deliver services in a similar manner to Northbrook, Lombard, Buffalo Grove, or Wheaton. While that option is well beyond the reach of this report some of the department comparisons are made for the three studied Villages assuming combined operations.

Police and Fire Department Observations and Comparisons:

As a general rule the three study communities, La Grange, La Grange Park, and Western Springs and their respective Police and Fire Departments have done an exceptional job in identifying and implementing service sharing practices which have produced both efficiencies and savings to the taxpayers. It is the increased pressure of the challenging economic conditions and the opportunity to consider new operating practices which is driving the interest of all three study partners to identify additional measures of sharing which can both improve operations and produce cost savings. All three Villages have a solid general management foundation and possess progressive Departmental thinking on identifying additional means and methods and are open to suggestions which can produce additional benefits. All have taken advantage of opportunities to cooperate and share services functionally for a number of years.

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Overall the operations for both the Police and Fire Departments for the three study partners are efficient and relatively low cost compared to other departments in the metropolitan area. The police departments are professionally run with the Western Springs Police Department being recognized as a nationally Accredited Law Enforcement Agency under the standards of CALEA. Call patterns reflect a safe but not crime free environment with LaGrange demonstrating a somewhat greater crime rate likely related to a more extensive retail and service base in downtown La Grange. While all three police departments have an open and cooperative relationship with their neighbors the management of each police and fire department is generally community focused resulting in some redundancies in the operational and support services of the departments. As an example, each of the Police and Fire Departments maintain a separate command, administrative, support services, and training structure. Of course each department enjoys the benefits of tailoring its services to the specific needs of the citizens they serve and possess a good understanding of community values and priorities from which specific department policies are based. As an example each community has a relatively high volume of activity on traffic enforcement and traffic control with each department deploying multiple and alternative strategies to address the traffic enforcement function. Discussions with the Chiefs as a part of this project has produced a strong desire on the part of each department to maintain the community based flexibility of managing the traffic enforcement function rather than deploying a larger and potentially more standardized shared traffic unit. These views in support of community based services; particularly in community policing strategies are important considerations to analyze when exploring shared services.

Service sharing in a general sense is more instinctive within the fire service. Years ahead of other municipal operating departments, the fire service identified the need for cooperative and joint responses to major events and the need to share specialized but seldom used equipment. This thinking led to the creation and deployment of the Mutual Aid Box Alarm Service, or MABAS, and continues to this day to coordinate and pool resources to the benefit of those protected by the fire service community. Individual departments including the three study partners advanced shared deployment strategies by expanding mutual aid principles for major calls to automatic aid responses to provide coverage to fire calls well beyond the capabilities of any single department. Automatic aid basically organizes the resources of multiple fire departments to operate as a single unit for certain classifications of service calls. Automatic aid agreements in La Grange, La Grange Park, and Western Springs have allowed each department to fill basic deployment needs with each others' assets. The fire service has also deployed a multitude of equipment procurement, joint "back of the house" functions such as shared training opportunities and other innovations to expand the capabilities of any single department through resource sharing, which has improved response capabilities and has saved communities considerable money through shedding redundancies within sub-regional service areas.

One of the most unique and financially advantageous features of the three Fire Departments is staffing deployment. La Grange maintains a career full time paid Department with a relatively modest shift personnel structure. Western Springs and La Grange Park Fire on the other hand handle firefighting and rescue with a paid on call department supplemented by full time privately contracted paramedics which has produced an attractive cost structure for delivering services in those two communities. Two of the

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departments, MABAS and automatic aid supplement many deployments in all three communities. La Grange maintains a small company of career full-time personnel, and also by agreement through either mutual aid protocols or automatic aid agreement provides for additional staffing for many of the fire emergency calls requiring more personnel under NFPA guidelines than the full-time shift compliment available daily in La Grange. Apparatus procurement has been undertaken more independently by each department resulting in redundancy in certain pieces of equipment than one would expect to find in a department the size of the three departments combined.

The Police departments while somewhat less integrated than you would find in a fire automatic aid agreement nonetheless have developed numerous specialized services ranging from major crimes task forces where investigators from multiple departments pool their knowledge in the solving of major crimes to the deployment of specialized units such a police canine services. Informal patrol backup coverage has become more commonplace when the service need arises as well.

Review of Current Police Resources:

The following tables have been prepared from information provided by each department. The table displays a combined operating platform in the last column. County comparisons for Cook and DuPage departments come from the Illinois State Police.

FULL TIME	La Grange	La Grange Park	Western Springs	Combined
Chief	1	1	1	3
Deputy Chief	0	1	1	2
Lieutenant	3	1 (cmdr)	1	5
Sergeant	5	4	5	14
Officer	19	14	13	46
Dispatcher	6	4	5	15
Admin Secty	1	0	0	1
CSO/desk/records	0	2	1	3
TOTAL	35	27	27	89
FT Sworn/1,000	1.79	1.58	1.68	1.68

Civilian/PART TIME	La Grange	La Grange Park	Western Springs	Combined
Officer	3	3	0	6
Dispatcher	1	3	0	4
Secty	0	0	1	1
Accr Mgr	0	0	1	1
TOTAL	4	6	2	12
Current Sworn	28	21	21	70
Civilian/1000 pop	0.45	0.45	0.48	0.46

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Individual municipal department ratios as reported by the Illinois State Police include a sworn ratio of 3.99 for Cook County jurisdictions on average and a 1.90 ratio for Du Page Municipalities. Civilian ratios for the same area report 1.33 for Cook and 0.68 for Du Page jurisdictions.

Union present	Yes/FOP	Yes/FOP	Yes/MAP
Off Start	\$55,792	\$55,853	\$53,948
Off Top	\$79,656	\$77,463	\$75,975
Cost PC 2011	\$226	\$280	\$284
Sworn Officer per capita	557	633	594

Discussion:

The data which has been compiled provides insight into potential directions for shared services. From data provided by the Illinois State Police, the comparisons with sworn officers per 1,000 populations with Cook county and Du Page County municipal departments indicates that each of the study departments compare favorably in terms of officers deployed. While the Cook County figure tends to be skewed higher due to the unique size and demands of the Chicago Police Department, all three departments have lower staffing than comparable Du Page municipal departments reflecting similar deployments. In a similar fashion the bargained rates of compensation also appear comparable indicating that should some form of shared field service occur in the future no significant compensation spreads should be at issue.

Current staffing does provide some insight into field deployments, command staffing, and support services staffing.

Field deployment. The patrol divisions for all three communities rely on a total of seven staffed beats (La Grange 3, La Grange Park 2, and Western Springs 2) with all departments deploying field supervision on each shift staffed generally but not always by a sergeant. Traffic enforcement makes up the largest single component of engaged police activity. In 2010, there was recorded a combined 39,345 total service calls performed by the three departments although actual calls for service by citizens requiring assistance was a much smaller number. Each Village operates its own emergency communications and dispatching center although all three share a common radio band and have developed a plan and cost allocation to convert that channel to narrow banding by 2013. Each department also operates its own records system for both department management purposes and to properly record incidents as they occur. While all the records systems work effectively for each department there is variation on how each department accounts for an officer's time when handling calls. This separate reporting methodology has made the call productivity analysis different than experienced with another Task Force study where central dispatching and time management is recorded in a similar fashion.

Sound patrol staffing and deployments should allow for a substantial portion of each assigned patrol shift to be utilized for preventative patrol, officer initiated activity, and community engagement apart from specific responses to call for service received. Often this is referred to as an officer's unobligated time compared with a specific call for service which can be referred to as a officer's obligated time that

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is directly handling a service call requested by the public or observed by the officer in the course of his watch. Contemporary police shift scheduling suggests that a **2:1 ratio of unobligated time to obligated time** is appropriate for effective policing. Under this model 40 minutes of each hour should be committed to police activities unrelated to a response to a requested or required service call.

Using the records provided by each department for actual time committed to servicing a call produced a relatively low ratio even when adding a 25% additional time award for administrative reporting related to that call suggesting significant opportunity to accept additional call capacity per officer assigned to shift. A review by the Chiefs which accounted for "committed" time on shift for required activity but not necessarily call related produced different results as follows:

La Grange: 1:3
La Grange Park: 2.6:1
Western Springs: 1:3

Again with a target of 2:1 (unobligated to obligated time) the results were not what I had expected. Some of the times associated with the Chiefs' figures reflect officer initiated time which could also be counted as unobligated under the 2:1 planning target. Normalizing the reporting and activity time assignments between the three departments will help understand the available time on each shift which may be available for mutual aid support to other departments. The La Grange Park Police Department appears to be the closest to what I had expected to find from the data reviewed for this report.

Command and Supervision. Supervision of personnel appears to be greater than one would anticipate. Generally a span of supervisory control in the 5:1 to 6:1 (Officers to supervisors) range provides for adequate supervisory loading without overtaxing the supervisor. If one evaluated supervision only for sworn personnel the relationship of supervisors to supervised is too low but in smaller departments multi task responsibilities can be expected to be performed by each supervisor in addition to supervision which supports a higher than anticipated supervisor count which exists in the departments. In addition with a 24x7 operation, perpetual shift supervision on each shift is expected to handle issues and manage the watch in an appropriate manner. Specialized deployments such as the investigative unit often require a more experienced and likely more senior member of the department to command this unit. Also when civilian and part time workers are added to the workload of the supervisor the ratios become more reasonable. There is also an obvious redundancy in command positions Lieutenant and higher which is a result of operating three separate departments. This is one of the tradeoffs previously mentioned in maintaining a unique community based department identity. No individual department carries more senior command personnel that would be expected.

Supervisory summary:

Target metric: 5:1 ratio

	La Grange	La Grange Park	Western Springs	Combined
# Sgt + Lt	8	5	6	19
# officers	19	14	13	46
Supv. ratio	2:1	2.8:1	2.2:1	2.42:1
# officers and Civilian	26	18	19	63
Sworn Civ ratio:	3.25:1	3.6:1	3.6:1	3.3:1

Support services. The most obvious support services redundancy rests in operating separate dispatching services. In a combined operation with the current call volume experience the staffing count is higher than required. To be objective, department dispatchers are multi-tasked to support public facing front desk responsibilities, jail monitoring, and various administrative and records tasks again as a reflection of the expected level of service to be provided the public.

Review of Existing Fire Department Resources:

All three fire departments benefit from extensive use of automatic aid agreements to meet fireground staffing standards prescribed by NFPA standards and to back each other up when redundant calls emerge consistent with the practices of mutual aid. All departments are active members of MABAS as well and have reciprocal responsibilities to their respective MABAS districts. LaGrange Park and Western Springs have lower operational costs resulting from their deployments of combination departments heavily reliant on paid on call (POC) personnel to staff emergency responses. Both, however, maintain contract medics for primary ambulance service calls. This deployment is the significant contributing factor for the lower costs to deliver fire services. La Grange also benefits from a lower cost structure when compared with other career departments through the reliance of automatic aid to meet their fireground deployment requirements. The Metro ratios reflect Cook and DuPage departments of similar size to the combined deployments for the three study partners.

	La Grange	La Grange Park	Western Springs	Combined
Stations	1	2	2	5
Engines	2	3	3	8
Trucks	1	1	1	3
Ambulances	2	2	2	6
Cars	3	2	5	10
Utility	1	1	0	2
Budget	\$2.7 m	\$1.4 m	\$1.5 m	\$5.6 m
Budget pcapita	\$173	\$105	\$120	\$133
Compare with:				
Metro:			Metric:	\$208
Cost per call	\$1,473	\$762	\$836	\$1,023
Compare with:				
Metro			Metric:	\$1,695

5-B.10

	La Grange	La Grange Park	Western Springs	Combined
2009	1,837	1,808	1,772	5,417
Active Fires	98/5.33%	46/2.5%	77/4.3%	221
Medic	1081/58.84%	1410/76.7%	992/56%	3,483
False calls	275/14.97%	149/8.11%	235/13.3%	659
EMS/Amb ratio	540	705	496	580
Compare with:				
Metro ratio:			Metric:	746
2008				
Active Fires	97/4.98%	24/1.2%	76/5.8%	197
Medic	1069/54.98%	1443/72.7%	956/55.45%	3468
False calls	331/15.99%	147/7.4%	277/16.06%	755

	La Grange	La Grange Park	Western Springs	Combined
2007				
Active Fires	91/4.48%	25/1.3%	49/6.29%	165
Medic	1222/55.35%	1334/70.3%	903/52%	3159
False calls	345/17.2%	207/10.9%	190/22%	
EMS Calls/Amb ratio	487	711	535	577

Staffing (FT)	La Grange	La Grange Park	Western Springs	Combined
Chief	1	1	1	3
Deputy Chief	0		1	2
Captain	3			
Lieutenant	3			
FF/PM	13			
FF	0			
PM Float	1			
Admin Secty	1			
TOTALS	22	1	2	
Contract Medics				
POC in off	0	50	53	

Discussion:

The presence of an operational combination and paid on call (POC) fire staffing is a significant budgetary advantage for La Grange Park and Western Springs and brings down the costs to deliver effective fire services in significant fashion compared with combined and career departments. Even with the reliance of the paid contract medics utilized by those departments, the costs numbers are favorable when compared both to La Grange and other departments which utilize career personnel on shift. Retention

of a robust Paid on Call recruiting and development system for fire personnel is the most significant element in controlling fire service costs in the combination staffed departments.

Because apparatus procurement of the study partners has not been a collaborative program, each department possesses and deploys apparatus redundant to what would be needed for a combined service area. While the fire units are shared through automatic aid agreements, there is no mechanism to move shared runs into a cost sharing opportunity either for the purchase or maintenance of fire apparatus. This is most obvious in the ownership of three aerial truck companies operating, one for each Village. An additional illustration of strong apparatus redundancy is with the engines owned either for front line service or standing in reserve, totaling eight for the three communities. La Grange Park Chief Dean Maggos in a recently completed paper illustrated the opportunity to meet distance response standards of cover through the reduction of at least one aerial unit. Should a combined deployment of aerial truck apparatus be pursued, there is potential to reduce the aerial fleet to one front line aerial truck with one standing in reserve and redeploying the fire engine apparatus so that one front line engine is assigned to each of the five fire stations with one engine standing in reserve for all three departments. This would allow for the reduction of two reserve engines and at least one aerial truck. Of course, under this fleet reduction recommendation would be the continuing reliance from both mutual aid and automatic aid protocols to support fireground staffing.

Looking beyond fire apparatus, it appears that the ratio of ambulances to calls is somewhat lower than the experience in other communities but having reserve ambulance capabilities in station behind each front line ambulance is reasonable redundancy especially when considering the lowered cost for an ambulance compared to fire equipment and of course the predominant role ambulances play is total call volumes.

911 Emergency Communications Serving Both Police and Fire:

911 Communications. An opportunity exists to combine in some fashion the emergency communications of the three study participants. While all three utilize a common communications frequency, each department deploys its own dispatching center which handles both police and fire calls. In addition to the primary function to handle emergency calls, dispatchers in each community are called upon to handle a variety of administrative and clerical tasks including maintaining the front desk operations and supporting jail functions when the jail is in use. Any changes in the assignment of dispatchers need to take into consideration of the handling of these ancillary tasks.

Operational characteristics of the communications presently. Based on the information I have gathered from the departments, here are the characteristics of dispatching in the three Villages. While we have looked at call data going back to 2007, I am presenting the 2010 data for use in this report. The data for CY 2007 and 2008 for LaGrange and LaGrange Park has been relatively stable over this period with a moderate growth trend in increasing call volume for Western Springs.

Emergency Communications Data summary:

EM Communications	La Grange	La Grange Park	Western Springs	Combined
Location	Police Station	Police Station	Police Station	
911 Dispatching	Police & Fire	Police & Fire	Police & Fire	
2010 Police Calls	19,193	7,050	13,235	39,478
2010 Fire Calls	2,022	2,000	1,770	5,553
Dispatch personnel	6 FT, 1 PT	4 FT, 3 PT	5 FT, 0 PT	15 FT/4 PT
Dispatch sal bud-current	\$334,991	\$179,542	\$205,401	\$719,934
Population	15,608	13,295	12,493	41,396
Current EAV	\$785,781,663	\$428,552,160	\$776,554,231	\$1,990,888,054

Emergency Communications comparisons:

	La Grange	La Grange Park	Western Springs	Combined
Cost per call	\$15.79	\$20.38	\$13.68	\$16.61
Cost per capita	\$21.46	\$13.50	\$16.45	\$17.13
Cost per \$1,000 EAV	\$0.44	\$0.45	\$0.28	\$0.39

Staffing Suggested by the National Emergency Number Association (NENA). NENA is recognized as an authority on technology advancement and implementation of universal emergency numbers such as 911. They also have provided recommendations on staffing to support call volumes. While an analysis identifying the time of day calls, overlapping call frequency, and minimum staffing is required before reaching final staffing recommendation, NENA guidelines relating their queuing model is helpful in understanding work load and staffing at this level. The NENA model suggests the following:

Emergency call duration: Average emergency calls to the call taker can be planned to last approximately 95 seconds. Call dispatching which is considered a separate task including call initiation, call acceptance, on scene notification, and call close out can last an additional 50 seconds on average. NENA suggests that a target of time consumed of between 18-20 minutes each hour should be planned. The number can rise significantly, perhaps to 40 minutes, if the call taker/dispatcher is restricted to only emergency communications and not related administrative and clerical duties. Using the NENA standard and the 2010 call volumes for both police and fire calls in the study communities reveal the following:

Dedicated activity on emergency communications.

	La Grange	La Grange Park	Western Springs	Combined
2010 calls	21,215	8,810	15,005	45,030
Call time @ 95 sec.	2,015,425	836,950	1,425,476	
Dispatch @ 50 sec.	1,060,750	440,500	750,250	
Adj to hours	854	355	604	1813
Hours in year	8760	8760	8760	
AVG for call/disp:	9.8 minutes/hr	4.05 minutes/hr	6.9 minutes/hr	20.75

5-B.13

Using the call averages in the time allocation set forth by NENA the combined calls are within the work limits of 20 minutes per hour. This analysis while overly simplified at this point does suggest the total call volumes could be met from a single dispatch center with fewer than the complement of full-time and part-time telecommunications personnel. No one suggests that the average call targets suggested by NENA should set the staffing levels for communications center since there is no accounting for queuing and multiple calls requiring multiple emergency communications personnel to properly staff a communications center. High activity periods which can be expected between noon and 11 PM usually tracking the core hours for the evening shifts will certainly require multiple personnel. Any deployments below two personnel for this combined police/fire call volumes would not be prudent but let us presume for a moment that we wished two personnel on the day and midnight shift with three personnel serving on the evening shift. That would produce the following workforce for a combined operation:

Day Shift and Midnight shift	2 per shift =4
Evening shift	3 per shift + 3
Relief factor at 1.7=	11.9 or 12 personnel
Current staffing	15 full time
	4 part time
Potential staffing reduction	3 full time and 4 part time personnel

Summary of Recommendations:

Identifying new approaches to public safety shared services for these well run police and fire jurisdictions has proven to be a challenging assignment given the efficiency and professionalism demonstrated in the services programs delivered. Two of the departments achieve low fire operating costs in part due to their ability to maintain and develop a sustainable paid on call fire service. Both police and fire services are respected within the communities and have achieved national accreditation in the Western Springs police Department. All three communities have also consistently reported lower than regional averages in their reported crime rates. The recommended approach to introducing new shared initiatives is to undertake a measured and tiered approach to alterations in their operating plans, seeking to achieve shared service success where consensus can easily be achieved. Once achievable cooperative services have been adopted and combined with an assessment of the success of operating experiences, the departments both police and fire can move on with other initiatives.

It is recommended that the departments focus on support activities and equipment as a first step to shared services with additional evaluation introducing shared core services following.

Contained within this report is information in support of seven recommendations important for La Grange, La Grange Park and Western Springs related to service delivery. These recommendations include:

5-18.14

1. Combine emergency dispatching responsibilities either through a regional service provider or through intergovernmental agreement between the three members. Allow for the potential for additional customers to be served by the newly combined system. As a part of this study develops a plan for the management of jail activities where no desk supports would be available to handle jail responsibilities when no police personnel are on station. This change in personnel also may impact both public perception and personalized customer attention. Further investigation on systems compatibility, call routing, and other technical matters should be planned.
2. As a component of dispatch consolidation, align the records and reporting system to a common base which allows all three departments to report activity on the same basis.
3. Proceed with the reduction of the aerial tower truck fleet owned by the members from three to two vehicles with an ultimate goal of deploying one front line truck and one truck in reserve Plan for the reduction in the fire engine fleet so that there is no more than one engine in each station with one shared reserve engine in reserve for the combined benefit of the three communities
4. Evaluate further, and then launch a pilot program for shared shift command supervision which provides overlapping responsibility between communities for the supervising shift sergeant.
5. Plan for the shared acquisition of one new front line aerial truck along with sharing of the maintenance costs for that apparatus.
6. As a longer range concept, the police departments should commence planning for overlapping police districts to evaluate staffing to five police beats from the current seven beats. The exact alignment of the beats will be subject to the activity analysis and endorsement of the three police chiefs. This will require the policing by each community from personnel from another department. In addition, the pilot program should reduce the number of personnel assigned to the midnight shift with responses directed at community response , officer safety, and adequate time to properly prepare reports necessary for investigation follow up if needed. This is an unusual deployment structure and further analysis should be undertaken. Officer sharing and scheduling court time is complicated in that La Grange Park currently is assigned the Maywood court and the other two Villages are assigned the Bridgeview court.
7. While not a part of this study, additional shared service opportunities should be considered for the public education and crime prevention functions for police and the public education and fire preventions programs for the fire departments within the three Villages.

Recommended Strategies for Emergency Communications:

Alternatives to consolidate communications operations. As the **FIRST TIER** for operational change, regional joint emergency communications and dispatching should be considered. Four options to

proceed to examine the financial and operational feasibility for joint communications. These include contract services through a large regional telecommunications provider, contract services through a smaller regional telecommunications provider, three community joint services arrangement through the development of an intergovernmental agreement, and virtual combined dispatching center using intergovernmental agreement. Let me give an outline on the characteristics for all four alternatives:

1. Large Regional Telecommunications provider: Southwest Central Dispatch, Palos Heights, IL. This intergovernmental cooperative was established in 1986 then serving 8 police and 7 fire agencies in southwest Cook County. It presently services 19 agencies including eastern DuPage County Villages. It has been accredited by CALEA, owns its own CAD system operates its own Mobile Data System, Maintains and replaces all equipment, operates with emergency medical dispatching protocols and has a dedicated fire desk. In the past it has offered buy in reduced first year incentives. Participation permits governing representation but requires some degree of dispatch standardization.
2. Smaller Regional Telecommunications provider. Oak Lawn combined regional dispatching center, Oak Lawn IL. This facility is municipally owned with services being provided on a contract basis to subscribers. The delivery system including CAD and EMD is similar to SW Central Dispatch. There is some available capacity within the dispatching positions and technical capacity of the system and opportunity for some level of expansion. It is not known at this time if Oak Lawn has the capacity to meet the demands of the three villages within their current operating structure.
3. Joint services arrangement. Of the three communities I believe LaGrange has the best capacity to take on shared communications responsibilities of the other two study partners. There is probably sufficient room within the dispatching floor area to accommodate additional service areas. There is also the possibility that Pleasantview Fire District, and perhaps the Village of Brookfield which shares the same radio frequency, could become a customer to the system thus assisting in the financial feasibility of the joint services arrangement. It may also be possible for the other two study partners to be considered as the joint services provider. But could require additional floor space expansion.
4. Virtual combined dispatching center. This would entail the study partners linking and enhancing their telecommunications capabilities so that each desk could support the other dispatch floors in place. While this approach would require immediate expenditures to enhance the communications capabilities, there would be some operational benefits since the partners could maintain their front desk roles within the Villages or could thin out the relief personnel required by standing in relief of the other dispatch floors. Larger communities in the Bay area of California have launched such initiatives and others are being planned. This alternative would likely result in the elimination of fewer personnel so the costs and payback from the technology would be longer than with the alternatives above.

Recommended Strategies for Fire, Ambulance, and Rescue:

The case study reveals that the departments are well run and at a relatively low cost. The presence of automatic aid agreements mitigates the response and deployment strategies for fire emergencies. For all three communities the CPSE Standards of Coverage suggests that fire response planning should be based on "moderate risk occupancy". This risk would also be appropriate for the National Fire Protection Associations standards NFPA 1710 and NFPA 1720 which suggests a staffing and apparatus deployment of 15 personnel and a first in engine arriving within 320 seconds of a call. A somewhat longer response time is provided for the arrival of aerial ladder trucks. The automatic aid agreements in place provide for this deployment. With two of the departments relying on paid on call responders the lowest costs are being achieved.

As a **SECOND TIER** for operational change, there is the opportunity mentioned in the discussion section for apparatus fleet reduction. La Grange has already initiated steps to retire its ladder truck in favor of a smaller multipurpose vehicle capable of delivering specialized equipment to incidents requiring rescue and relying on automatic aid agreements to send aerial trucks when called upon. Also mentioned is that LaGrange Park has studied the opportunity to serve the three study communities with no more than two aerial trucks, but has not identified a financing plan to fund the replacement of its aging truck. Western Springs uses its truck for its own calls and for mutual aid.

I recommend that the three study partners endorse a plan to reduce its ultimate front line aerial truck capabilities to one front line unit housed in LaGrange Park with one ladder truck standing in reserve housed in Western Springs. An intergovernmental cost sharing agreement and an equipment reserve agreement should be established to acquire a new replacement aerial and also to maintain that truck using an agreed upon cost sharing formula based on run activity. I also recommend that fire engine planning should provide for one front line engine for each of the five fire stations with one shared cost reserve engine housed in Western Springs to stand in reserve but available to all three departments when needed. Both the La Grange Park and the Western Springs need to confirm their capabilities to deliver paid on call personnel and equipment to an incident scene. La Grange Park has indicated that a smaller squad type vehicle should be considered. The same intergovernmental agreement provided for truck service could be used for the reserve engine.

Recommended Strategies for Police:

The direction of this case study is to identify opportunities for collaborative delivery of services which can be implemented to produce a cost savings. The highest cost center for each of the study partner police departments are the costs associated with uniformed police patrol. There are similar activity patterns in many of the three village neighborhood areas and the three communities benefit from a fairly small geographic area, just over 7 square miles and laid out in a compact manner with a relatively efficient street pattern.

The time of day call patterns are also similar with the overnight shifts in each community having the fewest calls for service although many of the calls received are risky and complex such as those calls associated with impaired driving incidents. The basic structure of the police beats is to plan to staff the

seven beats within the three communities or about one square mile on average for each beat. As a long range or **THIRD TIER** strategy, I would like to suggest the expansion of each beat area so that are no more than five police beats created, with the objective of staffing each beat and also to provide field supervision. The development of the five-beat system would be created through the consensus of the police chiefs taking into consideration historic calls for service information and other factors driving police demand, traffic issue, BNSF rail congestion impacts, and the 12 hour/8 hour shift alignment and management.

There would be two operational adjustments required in addition to the police beat configuration. The first would be agreement on a uniform methodology on how shift activity would be recorded so that a common time in service data base could be created. The second adjustment would be operating the five-beat shift as a unified shift with backup and coverage functioning similar to an automatic aid agreement seen in the fire service.

In order to implement this strategy, a pilot program would be launched during the overnight shift (11 PM-7 AM) where overall call volumes are lower compared to other shifts. Program implementation will be complicated for Western Springs which runs on 12 hour shifts at the six o'clock hour, and each of the Western Springs shifts occurs during higher activity periods. For purposes of the pilot program, the Western Springs evening shift may require staffing modification possibly including one shift to operate at the nine o'clock timeframes. The overnight shift of course was selected for the pilot program because it is the most likely time when the 60% target of an officer in service and ready for dispatch should occur. It is also a period where less community proactive engagement is likely to occur. Because the beat reduction program is to be run as a pilot program, any shift force reduction personnel should be redirected to tactical assignments, directed patrol, traffic enforcement, and problem oriented policing initiatives at least until the impact of the beat reduction strategy can be evaluated. I would recommend the pilot program to operate for up to six months.

A related program which would be run for at least part of the pilot program period is the opportunity to share field supervision on the shift. This will require a front end training program to ensure the field supervisors are knowledgeable on the procedures and personnel within each department. As noted in the analysis, the supervisory ratios when measured against those supervised. The first step prior to any force reduction decisions would be the demonstrated abilities of the sergeants to supervise additional personnel. This pilot program will be more complex as some of those supervised will be from other departments. Assignments, roll calls discipline, and training would all need to be carefully evaluated. For this reason it is recommended that the pilot supervisory program is open to all supervisors. One desired outcome from this arrangement is that full time field supervision may be possible using sergeants rather than relying on temporary officers in charge arrangement thereby improving shift supervision.

MANAGER'S REPORT

VILLAGE OF LA GRANGE
Administrative Offices

BOARD REPORT

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

FROM: Robert J. Pilipiszyn, Village Manager

DATE: September 26, 2011

RE: **STATUS REPORT – REVIEW OF THE VILLAGE’S OPERATIONS
PLAN**

During our last plan update to the Village Board in May 2011, staff identified the need to simplify the document by separating the recording piece from the project management component, and to enhance the project management component by adding descriptive narrative to the key status date columns. At the conclusion of the discussion, it was the consensus of the Village Board as follows:

1. (Given the depth and volume of workload created by the Operations Plan over its 18-month existence), a short list of priorities would be appropriate.
2. Concurred with the staff recommendation to separate the recording piece from the project management component, and include more descriptive narrative.
3. Restructure the project management tool to enhance the Village Board’s oversight role (so that the Village Board knows what is happening, by whom, expected outcomes and milestone dates).

With Board input, we subsequently developed a “dashboard”- type of worksheet for the project management component.

In addition, we have developed a “short list” of twelve priorities, which is inclusive of their subsets with only a few exceptions. That priority “short list” is as follows:

1. Economic Development
2. Zoning Code update
3. YMCA property
4. Pension Funding

6-A

5. Stone Avenue train station
6. Sewer System/Capital Planning and Capital Improvements
7. Technology
8. Traffic Management and Pedestrian Safety
9. West End Business District
10. Village Hall and Department of Public Works Energy Efficiency Project.
11. Village Finances
12. Consolidation (of core services)

The dashboard also includes a color-coded status bar of either green, yellow, red or a combination thereof to visually identify for the Village Board that while there may be some measure of progress (first color), there is also an element of “drag” (second color), the latter being key so that the Village Board is: (1) being informed as to what the nature is of the emerging and/or here-and-now impediment, and (2) so that the Village Board can discuss what action, if any, should be taken in response to those conditions.

A template was recently shared with the Village Board and no comments were received to alter this general direction of improvement in terms of presentation and substantive information.

The recording document has been excluded from your agenda packet because of its volume. Instead, it has been separately delivered to the Village Board and posted to the Village’s website under the Government / Strategic Plan tab. Updates have been made in bold text for ease of locating.

We look forward to discussing any priorities or their sub-set of activities which may be of interest to the Village Board.

6-PA.1

VILLAGE OF LA GRANGE

Operations Plan

Update: September 2011

VILLAGE OF LA GRANGE

Operations Plan

PART I
PROJECT MANAGEMENT

Updated: September 2011

Strategic Goal Action Sheet

No.	Project or Action	Action by the Village	Status	Staff Advisory	Key Status Date #1	Key Status Date #2
1	Define role, resources & priorities for economic development	1. Maintain, if not enhance, the Village's support of the LGBA.		<p>FY 2011-12 Village budget for economic development modestly increased to fund various activities; some to be used for joint marketing efforts w/LGBA & some to be used Village-wide. Staff update provided to the VB on Sept. 12.</p> <p>Yellow denotes on-going challenge for business owners to volunteer time to sustain a business association.</p> <p>Re-assess during strategic planning session in Nov. 2011 & again at budget workshop in March 2012.</p>	Sept. 2011	Mar 2012
		2. Village to work w/newly-hired LGBA coordinator & LGBA Executive Board to develop a marketing & promotional campaign for 2011.		Shop La Grange initiative underway with anticipated launch Nov 2011.		Nov 2011
		3. Village to work w/newly-established LGBA retailers group to provide increased support to existing retailers (retention strategy).		Staff update provided at Village Board meeting on Sept. 12. First annual sidewalk sale held in Sept. 2011..	Sept. 2011	Mar 2012

Strategic Goal Action Sheet

No.	Project or Action	Action by the Village	Status	Staff Advisory	Key Status Date #1	Key Status Date #2
		4. Village to host building owners, brokers & bankers roundtable (strategy to further strengthen the Village's vitality through the current economic conditions).	Green Yellow	Staff update provided at Village Board meeting on Sept. 12. "New" owners of La Grange Crossings introduced; marketing & challenges of Borders' vacancy presented; & open lines of communication noted.	Sept. 2011	Mar 2012
		5. Village to host roundtable discussion w/restaurants (retention strategy).	Green Yellow	Staff update provided at Village Board meeting on Sept. 12. Trend noted re: re-investment by local restaurants, including second food establishment ventures in La Grange.	Sept. 2011	Mar 2012
		6. Proposal to conduct branding initiative for the Village.	Yellow Red	Tabled.	Nov 2011	Mar 2012

2.

Strategic Goal Action Sheet

No.	Project or Action	Action by the Village	Status	Staff Advisory	Key Status Date #1	Key Status Date #2
		7. Enhanced marketing/economic development line item for FY 2011-12.		Staff update provided to the Village Board on Sept. 12, 2011.	Sept 2011	Mar 2012
		8. Economic Development workshop status update to the Village Board.		N/A	COMPLETED 9/12/11	

Strategic Goal Action Sheet

No.	Project or Action	Action by the Village	Status	Staff Advisory	Key Status Date #1	Key Status Date #2
2	Complete zoning code update	1. Review of Open Space District & Planned Developments		The Plan Commission continues to be deliberate & thoughtful in its review & analysis of each section. Same w/Village Board, as Plan Commission recommendations are tendered for legislative consideration. Comprehensive update to the Village's Zoning Code anticipated to be completed by March 2012	PC Apr 2011 July 2011 Sept 2011	VBT Oct 2011
		2. Review of Multiple Family Zoning Districts.			PC Oct 2011	VBT Nov 2011
		3. Review of Signage Regulations.			PC Nov 2011	VBT Jan 2012

Strategic Goal Action Sheet

No.	Project or Action	Action by the Village	Status	Staff Advisory	Key Status Date #1	Key Status Date #2
		4. Review of Parking Regulations			PC Jan 2012	VBT Mar 2012
		5. Review of all other remaining misc. & housekeeping items			PC Jan 2012	VBT Mar 2012

5.

Strategic Goal Action Sheet

No.	Project or Action	Action by the Village	Status	Staff Advisory	Key Status Date #1	Key Status Date #2
3	YMCA property a) restore footprint of demolished bldg w/erosion control & proper groundcover		Yellow	Restoration effort performed June - July 2011 did not take. Work needs to be re-done. New YMCA principals cooperative.	Oct 2011	April 2012
	b) implement landscape plan for N/E corner		Green	YMCA has installed & is maintaining new planting area. Sidewalks & curb line to be replaced by the Village to improve appearance of corner & enhance pedestrian safety.	Oct 2011	April 2012
	c) redevelopment		Red	YMCA continues to explore options. Village staff continues to liaise w/YMCA; & also liaise with ARP & respond to inquiries from other developers. Will inquire as to Metro YMCA direction in January.	on-going	Jan 2012
	d) property maintenance		Yellow	Similar to site restoration, new YMCA principals cooperative. Site meeting scheduled with Metro Representative's landscaper Sept. 26, 2011.	Oct 2011	April 2012

6.

Strategic Goal Action Sheet

No.	Project or Action	Action by the Village	Status	Staff Advisory	Key Status Date #1	Key Status Date #2
4	Pension Funds - update all assumptions	1. Engage actuary to perform full valuation at the conclusion of current FY (4/30/11) & upon applying the provisions within pension reform statute, project (anticipated cost savings beginning with) preliminary 2011 tax levies for Police & Fire pension funds.		Pension funding workshop scheduled for Oct 10, 2011 Village Board meeting.	Oct 2011	Dec 2011

Strategic Goal Action Sheet

No.	Project or Action	Action by the Village	Status	Staff Advisory	Key Status Date #1	Key Status Date #2
5	Stone Ave. Train Station Renovation Project.	<p>It was the consensus of the VBT to refine the project scope, on a line-item basis, to fit within a \$1.085M project budget.</p> <p>NEXT STEPS:</p> <p>a) Legat & staff to finalize conceptual phase.</p>		<p>Staff update provided to the Village Board on August 8, 2011. Enabling agreements scheduled for consideration at Village Board meeting on Sept. 26, 2011.</p>	Sept. 2011	Oct 2011
		<p>b) Re-work Phase II Design Svcs. w/Legat based on revised scope of work/VBT discussion from 6/7/10.</p>				
		<p>c) Return to VBT w/Phase II Design Svcs. Agreement w/Legat (provide for certain bid alternatives & extras). Consider re-evaluation of scope & budget w/VBT based on comments received from business owners re: brand identify during workshop re: West End development strategies held on 6/14/10.</p>				
		<p>d) Coordinate Phase II Design Svcs. w/grant source requirements; secure/expend WSMTD funds.</p>				
		<p>e) Complete federal grant, lease & station maintenance agreement documents w/METRA.</p>				

Strategic Goal Action Sheet

No.	Project or Action	Action by the Village	Status	Staff Advisory	Key Status Date #1	Key Status Date #2
		f) Construction of improvements anticipated.				

Strategic Goal Action Sheet

No.	Project or Action	Action by the Village	Status	Staff Advisory	Key Status Date #1	Key Status Date #2
6	Sewer System Capital Planning & Capital Improvements	1. Complete Phase 1 of MARS - Phase III - to be completed Sep 2011		Construction of the MARS sewer has been completed from its connection to the MWRD's TARP System ("Deep Tunnel") at the intersection of the East and Cossitt Avenues to the intersection of Maple and Bluff Avenues. As of Spring 2011, the sewer been in operation and drains all of Bluff Avenue from Cossitt to 47th Street as well as picks up wet weather flow from 9th Avenue from Elm to 47th Street.	Completed	
		2. MARS a) VBOT approves eng. Services agreement with Baxter & Woodman 4/2011 to design next phase of MARS (Bluff to LG Rd).		<p>The engineering design of the next segment of MARS is underway. The survey and geotechnical exploration for the project have been completed. The engineer is currently working on the development of the plans and specifications. Preliminary geotechnical analysis has indicated that a shallow bed rock layer relative to the elevation of the roadway exists along the proposed MARS sewer alignment within the project limits from Bluff Avenue to La Grange Road. We have confirmed through test pit excavations within the roadway the elevation of this rock layer. We are currently working with the consulting engineer to develop solutions and cost estimates to construct this sewer given existing site conditions.</p> <p>Status designation represents that the engineering analysis is on target. However we note for the Village Board these engineering challenges will most likely cause the project to exceed current budget projections. Work is on schedule to be completed by the contract completion date of January 2012. Included in the five year capital improvement program is \$2.1 million in FY2013-14 for construction of the next segment of the project. The length of sewer to be completed under this next segment is limited to available funding. Funds for the completion of the remaining segments of MARS have not been identified.</p>	Final plans and specifications to be completed by Baxter & Woodman on 1/1/2012.	To be discussed by Village Board at CIP workshop January 2012.
		3. OARS a) Coordinate injunction with redevelopment of YMCA		The preliminary engineering study for the OARS project was completed and presented to the VBOT in January 2011. The initial stages of the OARS project are planned to be coordinated with the redevelopment of the YMCA property, however this project has been put on hold due to the current delay in the redevelopment of this parcel. The status designation represents that the preliminary engineering is shelf ready, however funds for this project have not been identified and the redevelopment plans for the YMCA parcel have not been determined.		

Strategic Goal Action Sheet

No.	Project or Action	Action by the Village	Status	Staff Advisory	Key Status Date #1	Key Status Date #2
		<p>4. Drainage basin south of 47th St. a) status of drainage study from Heuer & Assoc. B) explore opportunities for detention of overland flow from unincorporated Cook County; including La Grange Country Club</p>		<p>The preliminary engineering study for the South of 47th Street Drainage Basin has been completed by Heuer and Assoc. The report and staff's analysis were provided to the Village Board in August 2011. In addition to the recommend solutions contained in the report, the analysis indicates that the drainage issues in this area are regional and involve multiple jurisdictions and agencies. Staff organized the planning group of interested stakeholders including La Grange, Countryside, La Grange Highlands, Cook County, MWRD, IDNR to formulate a regional solution to the drainage issues. The first meeting of this group was held on August 31, 2011. The planning group agreed that 1) MWRD would update their drainage analysis of the watershed based on drainage reports provided by La Grange and Cook County 2) IDOT would be contacted to coordinate any planned improvements in the area that are being considered as part of the Joliet Road settlement 3) to meet again in approximately two months.</p> <p>A challenge identified relates to the availability of an effective storm water outlet in the area. Most likely the land owned by the Hansen Quarry will be part of any potential solution. The status designation represents that several engineering solutions have been identified as part of the drainage analysis, however funding, regional coordination and engineering challenges exist.</p>	<p>Second meeting of the regional planning group planned for November 2011.</p>	
		<p>5. Poplar Place drainage improvements a) VBOT approves engineering services, agreement with Baxter & Woodman - Apr 2011</p>		<p>The engineering design for the Poplar Place drainage improvements is underway. The survey and geotechnical exploration for the project have been completed. The engineer is currently working on the development of the plans and specifications. Work is on schedule to be completed by the contract completion date of October 2011. Included in the five year capital improvement program is \$250,000 in FY2012-13 for construction of the next segment of the project. While a technical solution to the problem exists, it appears from the preliminary design that the Village will need to obtain utility easements from private property owners to install new sewers. While the process of obtaining easements has not started and will not occur until later in the design, the process of securing easements can sometimes be problematic as funding and access issues can be a concern by private property owners from which easements are sought. The status designation represents that the detailed engineering work is on schedule, however easements will need to be obtained from private property owners for the work.</p>	<p>Completion of detailed engineering plans and specification on 10/1/2011.</p>	<p>Projected construction start date - 5/1/2012.</p>

Strategic Goal Action Sheet

No.	Project or Action	Action by the Village	Status	Staff Advisory	Key Status Date #1	Key Status Date #2
7	Create & adopt a technology plan for whole organization.	1. <u>Information & Records Management</u>		Information & records management projects being performed on a department by department basis, as time permits & as may be required by departmental operations.		on-going
		2. <u>Information Sharing & Mapping</u> It was the consensus of the VB to "table" the GIS proposal for the time being in order for Village finances to stabilize. Keep as an "active" discussion & re-visit in the future. In the interim, staff to identify hard cost savings from increased staff efficiency & staff effectiveness.		GIS proposal tabled. Mapping projects being performed on a case-by-case basis & as may be required by departmental operations.		on-going
		3. <u>Village Website</u> (i) continue to improve communication options on website (more frequent news items, searchable documents, videos, links, etc.)		Steady progress.		on-going
		(ii) launch CivicPlus video module (web-based video of live & taped meetings?)				

12.

Strategic Plan Status Report

No.	Project or Action	Action by the Village	Status	Staff Advisory	Key Status Date #1	Key Status Date #2
8	Support and resource pedestrian public safety					
8a	ENGINEERING & PLANNING					
	47th Street Corridor					
	4. Feasibility Study to Signalize the intersection of 47th St. & East Ave.		In Progress	The preliminary feasibility study for the signalization of 47th Street and East Avenue was completed and presented to the Village Board in January 2011. The consensus of the Board was to forward this information to IDOT for their consideration as part of the Joliet Road Task Force. The report was provided to this planning group. Most recently IDOT sent out a RFP for engineering services for a Phase 1 engineering study of this intersection as part of the CREATE program. Status designation represents that coordination for this project is occurring regionally and preliminary engineering for this project is planned, however technical and funding challenges remain.	on-going	
	7. On April 11, 2011, the VB approved an engineering svcs. Agreement w/KLOA to upgrade 9th Avenue ped crossing & install enhanced ped crossings at 47th & Waiola, & La Grange Rd. & 52nd St. w/flashing red beacons.	State of IL Capital Bill includes \$400,000 for La Grange. Based on Trustee input, request pending to re-purpose these funds for traffic calming & ped safety improvements as outlined in KLOA scope of services.	In Progress	The Village contracted with KLOA to evaluate enhancements to the crossing at 47th St. & 9th Ave., 47th and Waiola, and 52nd Street and La Grange Road. KLOA has completed the traffic and pedestrian data collection part of the projects and is currently performing an alternatives assessment and preparing concept plans. The plans will be presented to the Board for consideration and will require IDOT approval. Staff anticipates a workshop on this subject in the near future.	Oct 2011	Jan 2012

Strategic Plan Status Report

No.	Project or Action	Action by the Village	Status	Staff Advisory	Key Status Date #1	Key Status Date #2
				<p>Staff worked with Representative Durkin to repurpose the \$400k grant to pedestrian safety improvements which includes the crossings at 47th and 9th / Waiola and 47th / La Grange and 52nd. These funds were approved for this purpose and staff has submitted the required documentation to the Illinois Department of Community and Economic Opportunity for the use of these funds.</p> <p>Status designation represents that the engineering work is in progress, however receipt of the funding agreement from the DCEO and IDOT approval are still required. We anticipate receiving approval for the use of these funds from the State in the late fall 2011. The pedestrian improvement projects will be submitted to IDOT, once the funds are approved and the Village Board has provided input on the different design scenarios.</p>	Receipt of grant agreement November 2011.	
	Ogden Avenue Corridor					
	1. Petition IDOT to implement a permanent 20mph school speed zone between Park Rd. & Spring Ave. including flashing yellow beacons.			Staff plans to re-petition IDOT for a school zone when the Village seeks approval for the above crosswalk enhancements. In-person submittal/meeting w/IDOT planned.	November 2011.	
	<u>La Grange Road Corridor</u>					
	d) Village to re-petition IDOT to reduce speed limit for this segment of La Grange Rd. as part of enhanced ped crossing improvements.	KLOA recommended reduction in speed limit from 35mph to 30mph. It was the consensus of the Village Board to support this recommendation.		IDOT advised the Village that they determined the posted speed limit of 35 mph to be proper between 47th Street and 55th Street. Staff plans to re-petition IDOT to reduce the speed limit for this segment of La Grange Road as part of a larger package of safety improvements (e.g. - enhanced pedestrian crossings within IDOT controlled corridors within the Village.) Status designation represents timing & coordination of all traffic mgmt. improvements to be submitted as a comprehensive package to IDOT.	November 2011.	
	2. La Grange Rd. & 52nd St. ped crossing.	(As described above).				

Strategic Plan Status Report

No.	Project or Action	Action by the Village	Status	Staff Advisory	Key Status Date #1	Key Status Date #2
	Other					
	1. Village-wide stop sign study budget proposal.	Tabled to Capital Projects Workshop. It was the consensus of the Village Board to table this proposal, & re-allocate funds for capital maintenance activities.		Staff to analyze stop sign requests on a case-by-case basis, evaluated against existing stop sign policy.	on-going	
	3. Pedestrian push button relocation project.					
	a) bollard design - to be compatible w/streetscape & ADA compliant.	Engineering agreement approved by Village Board of Trustees April 25, 2011.		The plans and specifications for the project are in progress. Several different bollard designs are being considered. Once the bollard for the project is selected staff anticipates submitting the project to IDOT for their approval with bidding and construction to follow after approval is received. The status designation represents ADA requirements that may impact bollard design and that the engineering for the project is almost complete, however the funding agreement for the project has not yet been received by the DCEO.	Nov-11	
	c) status of Capital Bill funding (\$90,000)			The required documentation was submitted to the Illinois Department of Community and Economic Opportunity for approval in February 2011. The State funding for this grant was delayed due to a lawsuit related to the State's capital bill. While the lawsuit has been settled, the DCEO has not provided the Village with a proposed agreement for the use of these funds. We anticipate that we will receive this agreement within the next month.	Expected date of receipt of grant agreement from DCEO - October 2011.	
	4. Northeast Planning Area					
	a) intersection improvements at La Grange Rd. & Ogden Ave.	Initiate at time of YMCA redevelopment.		Status designation represents that the redevelopment of this parcel is not anticipated for at least the next several years.		
	b) intersection improvements at Ogden Ave & Locust Ave.	Initiate at time of YMCA redevelopment &/or Gordon Park renovations.				
	c) lane reconfiguration for southbound La Grange Rd. between Brewster Ave. & Ogden Ave.	Petition IDOT to re-stripe lanes. Resubmitted plans to IDOT		Staff submitted a plan to IDOT in October 2010 for the lane reconfiguration. IDOT is still in the process of reviewing these plans. Staff anticipates that we will receive approval from IDOT within the next few months. Status designation represents the delay in receiving approval from IDOT.	Receive IDOT approval - October 2011	Construction - October / November 2011

Strategic Plan Status Report

No.	Project or Action	Action by the Village	Status	Staff Advisory	Key Status Date #1	Key Status Date #2
	5. Willow Springs Rd. Safety Improvements					
	a) corridor improvements			Identified, but not yet budgeted project.		
	b) traffic signal study					
	(I) synthesize input from governing bodies of participating jurisdictions			The planning group consisting of La Grange, Western Springs, La Grange Park District, Lyons Township High School and Adventist La Grange Memorial Hospital reviewed and finalized the traffic signal study. The La Grange Park District redesigned their entrances for their proposed improvements at Denning Park to be consistent with the recommended improvements.		
	(ii) apply to Central Council of Mayors Transportation Committee for funding to install traffic signal.			La Grange and Western Springs have agreed to take the lead in applying for grant funds through the Central Council of Mayors. The application is currently in the process of being put together.	Submit application to Council of Mayors - October 2011	
	(iii) determine impact on Village budget/Capital Projects Fund					
	6. Create			Continue to attend mtngs. & follow project, which is largely a federal govt. & Class-A railroad funded project. IDOT has released an RFP to initiate a Phase 1 study of the 47th & East Ave. grade crossings.	on-going	
	7. Joliet Road	Status of IDOT public meetings.		Staff participated in planning sessions conducted by IDOT with the various stakeholders where project priorities were discussed for the use of the settlement funds from the Joliet Road Settlement. IDOT has conducted regional meetings detailing the projects that are being considered from the closing of Joliet Road. The status designation represents that funding allocation for the different projects has not been finalized and engineering for the project needs to be initiated and completed.	Sept. 2011	

Strategic Plan Status Report

No.	Project or Action	Action by the Village	Status	Staff Advisory	Key Status Date #1	Key Status Date #2
	8. Traffic & Ped Safety at School & Parks	Conduct field survey to determine consistent a) regulatory signage b) traffic control signage c) pavement markings near schools & parks		Staff has completed a comprehensive inventory of all signs throughout the Village. While the inventory has been completed, a recommend plan for the replacement of these signs has not been completed due to other work priorities. Staff anticipates making a recommendation to the Village Board in the late fall for the sign replacement program. Status designation represents that the data collection and recommendation are almost complete, however additional funding may be necessary.	To be accomplished as part of Residential Sign Enhancement Program. Recommendation to Village Board November 2011.	
	9. I-290 Corridor Planning Project			A letter was sent to IDOT on 5/16/11, which detailed the Village's position regarding the I-290 project. Staff will continue to monitor the project and provided input as appropriate.	Attend future public meetings.	
	a) staff to monitor & comment on process. Protect Village interests which include the following:					
	(i) do not change configuration which would increase vehicle & truck traffic volume on La Grange Rd.					

Strategic Plan Status Report

No.	Project or Action	Action by the Village	Status	Staff Advisory	Key Status Date #1	Key Status Date #2
	(ii) safeguard "not a designated truck route" classification; in fact, add/create control devices to keep truck traffic on interstate system. Operationally, have state police conduct enforcement.					
	(iii) during any construction project, IDOT should promote alt. interstate routes to lessen impact on local roadways.					
8b	ENFORCEMENT					
	2. Conduct periodic traffic enforcement & truck enforcement; ped. crossing enforcement; & report results.			Recent emphasis on performing primary patrol functions (and leave schedules during the summer) has limited allocation of resources to discretionary activities.		on-going
8c	EDUCATION					
	2. Village staff to develop public education pieces & a plan to disseminate.	1. Staff to create separate traffic & pedestrian safety link on website to house reports & related information in a central location.				on-going
		2. Posting of Operations Plan on website provides more succinct status update to residents concerning the Village's efforts on this priority.				on-going

Strategic Plan Status Report

No.	Project or Action	Action by the Village	Status	Staff Advisory	Key Status Date #1	Key Status Date #2
		3. Staff to create educational brochure which explains state law re: pedestrian crossing, responsibilities & expectations.		Research completed. Need to dedicate staff time away from other priorities to create brochure.	Oct. 2011	
	4. Legislative advocacy.			No Village Board or community engagement required at this time.		

Strategic Goal Action Sheet

No.	Project or Action	Action by the Village	Status	Staff Advisory	Key Status Date #1	Key Status Date #2
9	WEST END					
9a)	BUSINESS DEVELOPMENT STRATEGY					
		3. Develop marketing & branding concept plan for West End.		Branding proposal tabled. Marketing & support on-going. Status designation denotes limited resources available to effect more than incremental improvements/support.		
		4. Evaluate a way finding program for the West End thru the budget process. Design should coincide w/branding concept.				
		5. Facilitate, support & partner West End w/LGBA				
9b)	INFRASTRUCTURE	1. Engage consultant to evaluate pedestrian mobility at Brainard Ave. grade crossing.		CMAP grant application unsuccessful. BNSF to replace Brainard Ave. grade crossing w/concrete panels in 2012.		
		2. Engage consultant to study traffic circulation in the West End District including Hillgrove Ave. kiss-n-ride area.		Wider pedestrian walkway to be included. Coordinate these activities w/current & future phases of Stone Ave. train station renovation project.		
		3. Preliminary engineering & cost estimate to streetscape Burlington Ave. corridor. (Including limited burial overhead utilities, new overhead streetlighting, coordination w/planned resurfacing of Lot 13 in FY 2012-13 (\$315,000), & bicycle access & parking.)		Status designation denotes funding challenges.		

Strategic Goal Action Sheet

No.	Project or Action	Action by the Village	Status	Staff Advisory	Key Status Date #1	Key Status Date #2
9c	STONE AVE. TRAIN STATION					
		2. Petition ICC/BNSF/METRA for the following:				
		b) funding for pedestrian mobility improvements (e.g. - wider pedestrian crossing).		"Status designation denotes funding and coordination challenges."		
		(i) working w/BNSF to rehab & improve Brainard Ave. crossing				
		c) extend METRA platforms to the west				
		4. Re-evaluate scope & budget based on 6/14 comments concerning mobility & branding & Comprehensive Plan				
		5. Explore crosswalk on Hillgrove between Brainard & Stone				
		a) at corner of Stone Ave.?				
		b) staircase leading down from outbound platform to crosswalk?				
		c) locate kiss-n-ride further east?				
9d	PARKING	1. Review findings & recommendations from Walker Parking Study. (West End)		Awaiting review by Village Manager.		
		2. Identify opportunities to maximum utilization of existing surface parking supply & expand capacity including but not limited to dual usage of public spaces partnerships, shared spaces (private → public), etc.				
		a) Staff recommendation to: relocate approximately 30-40 commuter parking.		Pending rehabilitation of Lot 2.		
		4. Create addl. West End employee parking opportunities.				

Strategic Goal Action Sheet

No.	Project or Action	Action by the Village	Status	Staff Advisory	Key Status Date #1	Key Status Date #2
		5. Consult w/Walker Parking re: CBD employees/best practices (compliance & incentives).		Awaiting review by Village Manager.		
		6. Investigate parking technology (CBD & WEBD) - improve admin., enforcement, & collection.				
		7. Monitor valet svc. in CBD.				
		8. Maintain short-term (15-min.) parking map.				

Strategic Goal Action Sheet

No.	Project or Action	Action by the Village	Status	Staff Advisory	Key Status Date #1	Key Status Date #2
10	Village Hall space use & needs analysis; HVAC improvements at Village Hall, Police/Fire & DPW	1. HVAC improvements c) Award of Contract by Village Board March 2011.		Despite numerous challenges - especially coordinating work during non-business hours in the Village Hall, project is generally proceeding as planned & on budget. Project completion is not expected until Nov. 2011.	May 2011	Nov 2011
		f) Work commenced, including additional work as approved by the Village Board - June 2011.				

Strategic Goal Action Sheet

No.	Project or Action	Action by the Village	Status	Staff Advisory	Key Status Date #1	Key Status Date #2
11	Maintain Village's fiscal health over the long-term including pension funds, budget management & alternate revenues			Cost containment has been implemented & well managed.		

Strategic Goal Action Sheet

No.	Project or Action	Action by the Village	Status	Staff Advisory	Key Status Date #1	Key Status Date #2
12	Functional consolidation of core services.	1. Participate in case study w/La Grange Park & Western Springs to evaluate consolidation of public safety svc. (Police, Fire, Dispatch).		Presentation to Village Board scheduled for Monday, September 26, 2011.		
		2. Replacement of Fire Dept. Ladder Truck.		<p>Ladder truck sold in July 2011. Departmental Committee developing specifications for multi-purpose vehicle.</p> <p>Investigate dealer incentives to reduce purchase cost to the Village (best pricing).</p> <p>No findings or recommendations contained within the shared public safety services study that would alter this course of action.</p>		